

ROSEBURG CITY COUNCIL AGENDA – MAY 24, 2021



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5-20-21

Electronic Meeting

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Facebook Live at www.Facebook.com/CityofRoseburg

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

7:00 p.m. Regular Meeting

1. **Call to Order – Mayor Larry Rich**
2. **Pledge of Allegiance**
3. **Roll Call**

Beverly Cole	Bob Cotterell	Vacant	Alison Eggers
Sheri Moothart	Brian Prawitz	Patrice Sipos	Andrea Zielinski
4. **Mayor Reports**
5. **Commission Reports/Council Ward Reports**
6. **Audience Participation – In Person via Zoom/See Information on the Reverse**
7. **Consent Agenda**
 - A. Minutes of May 10, 2021 Meeting
8. **Resolutions**
 - A. Annual Fee Adjustments
 - Resolution No. 2021-09 – General Fees
 - Resolution No. 2021-10 – Water Related Fees
 - B. Resolution No. 2021-11 – Amending the Roseburg Public Library Collection Policy
 - C. Resolution No. 2021-12 – Recreational Trails Program Grant Application
9. **Ordinances**
 - A. Ordinance No. 3556 – Amending RMC Title 8 – Traffic, Second Reading
 - B. Ordinance No. 3557 – Granting a Gas Utility Franchise to Avista Corporation, dba Avista Utilities, Second Reading
 - C. Ordinance No. 3558 – Granting a Telecommunication Franchise to SQF, LLC, First Reading
 - D. Ordinance No. 3559 – Granting a Small Cell Telecommunication Franchise to USCOC of Oregon RSA #5, Inc. (U.S. Cellular), First Reading
10. **Department Items**
 - A. Lincoln Street Pavement Improvements Project Bid Award Recommendation, 21PW01 Phase 2
 - B. 2021 Pavement Management Program Slurry Seals Bid Award Recommendation - 21PW02
11. **Items from Mayor, City Council and City Manager**
 - A. Livestock Permit Revocation Appeal
12. **Adjourn**
13. **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:

To provide comment during virtual meetings, contact the City Recorder by phone (541-492-6866) or email (info@cityofroseburg.org) by 4:00 p.m. the day of the meeting. Provide your name, address, phone number and which item on the agenda you wish to speak. You will then be provided with a link and phone number to the Council meeting. 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**, you will be asked to enter your email and name. After entering your email and name, 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

If you join the meeting via Zoom, please select the “raise hand” button when the Mayor calls for speakers. You will be moved out of the “waiting room” to speak. After you have provided your comments, you will be moved back into the “waiting room”.

If you join the meeting on the phone number you provided to the City Recorder, you will be brought into the meeting to speak when the Mayor calls for speakers, then moved back to the “waiting room”.

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://www.cityofroseburg.org/your-government/mayor-council/council-agendas>.

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL MEETING
May 10, 2021**



Mayor Rich called the regular meeting of the Roseburg City Council to order at 7:00 p.m. on May 10, 2021 electronically via Zoom in Roseburg, Oregon. Councilor Cotterell led the Pledge of Allegiance.

ROLL CALL

Present: Councilors Beverly Cole, Bob Cotterell, Alison Eggers, Sheri Moothart, Brian Prawitz, Patrice Sipos and Andrea Zielinski.

Absent: None

Others Present: City Manager Nikki Messenger, Assistant City Manager/City Recorder Amy Sowa, City Attorney Jim Forrester, Public Works Director Brice Perkins, Community Development Director Stuart Cowie, Finance Director Ron Harker, Roseburg Disposal Owner Doug John, Umpqua Economic Development Partnership Executive Director Wayne Patterson, Communications Specialist Suzanne Hurt, and Management Assistant Koree Tate.

NATIONAL PUBLIC WORKS WEEK PROCLAMATION

Mayor Rich proclaimed May 16-22, 2021 as National Public Works Week and urged all citizens to join in activities, events, and ceremonies designed to pay tribute to public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protect the national health, safety and quality of life. Mr. Perkins accepted the proclamation and explained that Public Works touched every resident at some point with the various functions they handled. For historical purpose, Mr. Perkins noted that in 2003, George W. Bush recognized Public Work's employees as first responders, so on behalf of all City Public Works employees, he thanked the Mayor and Council for the recognition.

MAYOR REPORTS

Mayor Rich reminded Council of the Budget Committee Meeting on May 11, 2021 at 6:00 p.m. electronically via Zoom.

COMMISSION AND WARD REPORTS

Councilor Eggers had a Parks and Recreation Commission Meeting on May 5, 2021 to discuss a Recreational Trails Program Grant application for the Sunshine Park Trail System, and received a verbal Community Gardens update from Blue Zones. The swifts at the Umpqua Valley Arts Association were coming out of the chimney and new baby birds were in the area.

CITY COUNCILOR RESIGNATION – SHEILA COX

Councilor Cotterell moved to accept Sheila Cox's resignation with regrets from the City Council, to declare City Council Position 1 in Ward 2 as vacant and direct Staff to solicit applications from persons interested in filling such vacancy. The motion was seconded by Councilor Moothart and approved with the following vote: Councilors Cole, Cotterell, Eggers, Moothart, Prawitz, Sipos and Zielinski voted yes. No one vote no.

SPECIAL PRESENTATION – UMPQUA ECONOMIC DEVELOPMENT PARTNERSHIP (UEDP) ANNUAL REPORT

Umpqua Economic Development Partnership (UEDP) Executive Director, Wayne Patterson, provided the 2020 Annual Report. He discussed the mission and vision for the UEDP followed by the strategic plan initiative that included K12 to UCC, entrepreneurial development, workforce, events, branding Douglas County, and retention, recruitment, expansion. He discussed employment trends and noted that smaller local businesses were starting to take over while big blue chip types were losing workforce and were in the red. It was important to start building a community base. The UEDP had evolved over the last five plus years. Tasks varied throughout the community, but whether they touched a project 1% or 95%, their goal was to assist business growth in the area. In January, they started things off by having the largest GrowthTalks event with almost 150 people in attendance. Pitch Night happened through February where six people came to pitch their startup business ideas in front of three judges. Each person received five minutes to pitch, five minutes for questions and answers, and at the end of the pitches, \$1,000.00 was given away to the best idea. The first pitch winner was for an irrigation pump. Since COVID in March, UEDP worked from home and followed State and local direction. They spent a lot of time on Zoom meetings and did their best to continue their projects list.

Other highlights from 2020 included:

- March 16th staff began working remotely and compiled a list of COVID-19 resources of businesses in Douglas County.
- Worked with Business Oregon to provide PPE to local businesses and organizations.
- May 12th released a survey to the Douglas County business community to assess the efforts of COVID-19 on the County and local economy.
- Worked with Sutherlin on new sewer line development along Highway 99.
- Executive Housing project, still working on this, but has an investor.
- South Umpqua Valley Industrial Park agreement finalized with the County and private sector.
- Waiting for schools to reopen to provide Career Pathway Baseball cards.
- Backpack/Allied Healthcare Certificate Program had over 408 students enrolled in the program's first year.
- Workforce Housing to building lower cost housing for workforce, but need to find lower cost land or lots. Looking at Rice Hill where Drain offered water.
- Mitigation Site and Credits where they are working to develop some wetland sites.
- Food Hub/Agricultural Distribution Center with a consultant in June and close to making it a sustainable project. The location would still be in Roseburg and would need built.

Mr. Patterson said they did not know the full damage caused from the pandemic and the restrictions in place since early March 2020. Several projects were on hold due to COVID that included:

- Opportunity Zone Plan
- Douglas County City Manager Coalition
- Hotel Boutique – found a builder and location in Roseburg. The builder is prepared to come back later in the summer to talk about the project again.
- The Great Umpqua Events

Mayor Rich asked if UEDP had information about previous Pitch Night winners and if their business had been a success. Mr. Patterson responded that he could obtain the information to share. In response to Councilor Cotterell, Mr. Patterson explained the woman who won her Pitch Night for an irrigation pump was doing well. It was more impactful to listen to her own words, but it was a make or break issue where the irrigation pump helped her business succeed. He hoped they can have more Pitch Nights moving forward. They also had an idea to work with Roseburg High School students. In response to Councilor Eggers, Mr. Patterson explained large businesses or grocers who review Roseburg for a potential location have their own people who come to the area for an assessment. In & Out Burger looked for a location for a refrigeration center to use for distribution throughout the state of Oregon. The compass landed in Myrtle Creek because they needed a building in a short amount of time. Business Oregon refers businesses to him with a list of criteria. Many larger companies love the area, but had stated the lack of housing and workforce were large issues. Those types of businesses could move where they wanted, but if Roseburg did not have a core of what they desired then we would continue to be bypassed. He did look forward to the next six months to see new opportunities and recovery plans.

Councilor Moothart expressed concern about the lack of grocery store options on the east side of Roseburg. Mr. Patterson discussed the process for new grocery stores looking for a place to locate, and noted nothing new had been chosen at this time for the east side of town.

AUDIENCE PARTICIPATION

No one requested to speak during audience participation.

COMMUNICATIONS SPECIALIST – SUZANNE HURT

Mayor Rich welcomed new City Communications Specialist Suzanne Hurt. She had previous experience as a reporter for the Press-Enterprise, Session Committee Assistant, Senate Committee on Education for the Oregon State Legislature Police and Research Office and Assistant Managing Editor for the Idaho Press.

CONSENT AGENDA

Councilor Cotterell moved to approve the May 10, 2021 Meeting Minutes. The motion was seconded by Councilor Sipos and approved with the following vote: Councilors Cole, Cotterell, Eggers, Moothart, Prawitz, Sipos and Zielinski voted yes. No one voted no.

ORDINANCE NO. 3554 – AMENDING RMC TITLE 12 LAND USE REGULATION TEXT AMENDMENT, FILE NO. LUDR-21-001 – MOBILITY STANDARDS, SECOND READING

Ms. Sowa read Ordinance No. 3554, entitled, “An Ordinance Amending Section 12.06.020(C) of the Roseburg Municipal Code Regarding Mobility Standards as Set Forth Herein,” for the second time. Councilor Cotterell moved to adopt Ordinance No. 3554. The motion was seconded by Councilor Cole. Roll call vote was taken: Councilors Cole, Cotterell, Eggers, Moothart, Prawitz, Sipos and Zielinski voted yes. No one voted no. Mayor Rich declared Ordinance No. 3554 as adopted.

ORDINANCE NO. 3555 – AMENDING CHAPTER 9.20 – SOLID WASTE MANAGEMENT SERVICES, OF THE ROSEBURG MUNICIPAL CODE – SECOND READING

Ms. Sowa read Ordinance No. 3555, entitled, “An Ordinance Amending Chapter 9.20 – Solid Waste Management Services, of the Roseburg Municipal Code,” for the second time. Doug

John, Roseburg Disposal owner, was supportive of the ordinance adoption. He knew the County needed the funds to pay their costs to operate the landfill and future closure. The landfill site started in 1932 as a burning dump along Deer Creek and the South Umpqua River that was flushed once a year; Douglas County purchased the landfill from the John brothers in 1976.

Councilor Eggers moved to Adopt Ordinance No. 3555. The motion was seconded by Councilor Zielinski. Councilor Cotterell expressed discontent regarding language in the ordinance to pay \$15 a ton to take refuse to another location, and felt it was a bad precedence to charge money to someone for not using the facility. Councilor Sipos agreed with Councilor Cotterell and said it would be similar to paying \$15 to Safeway to shop at one of the other local grocery stores. Mayor Rich explained the other side of the issue. A hauler only had one location from which to choose, but with the proposed ordinance change, other locations would become available. Yes, there was a small fee, but that was to prolong the landfill while finding less expensive alternative landfill locations. Councilor Cotterell noted Douglas County had the ability to charge and did not like changing the language in the ordinance to support it. Ms. Messenger added that Douglas County was not unique to have a control fee and that other areas handled it the same. Mr. John agreed there were other locations providing the same service the same way.

In response to Councilor Cotterell, Ms. Messenger explained the ordinance change was to remove the responsibility from the City Recorder to monitor the solid waste program and moving that to Douglas County to approve where refuse could go. Haulers could look at the fee for the determination of where to take refuse. Attorney Forrester noted the change also took the liability issue from the City. Councilor Cotterell did not hesitate to take the City Recorder out of the process, but suggested putting the liability on the hauler to figure out where to take the trash and not worry about \$15 a ton. He understood the importance to contribute to the closure of the landfill, but this was not the method from which to choose. Councilor Prawitz said the County asked to have cities comply with the ordinance they created. The benefits were twofold, but it allowed haulers to go outside the area and give a little money for the County to put away for the end of the landfill's lifespan. The biggest concern was for the local hauler, but it could protect them from competition out of the area as well. Hearing Mr. John express his approval made it easier for him to follow with the change as well.

Mr. John reiterated he was fine with the approval of the ordinance and would like to request the County work with Roseburg Disposal to look at disposal fees and possibly have a pass-through without going through the rate issue. For them to go outside the county they would have to build a facility and the majority of residents would not appreciate that type of facility in their backyard. He would rather have the county build a new facility when the current landfill reaches capacity. Ordinances that were more modern included a direct pass-through, but Douglas County would be the one to raise fees. That would allow him to stop going before the Council when fees had to increase. Ms. Messenger explained the samples mentioned would require a separate ordinance to update language and they were not prepared to do so at that time. The City had a great relationship with Mr. John and wanted to ensure that if the business sold, they could continue to work well with a new owner in the future. Attorney Forrester reminded Council the issue before them was to continue with a second reading of the ordinance. If other changes were needed, it would be a separate issue in the future. Roll call

vote was taken: Councilors Cole, Eggers, Prawitz, and Zielinski voted yes. Councilors Cotterell, Moothart and Sipos voted no. Mayor Rich declared Ordinance No. 3555 as adopted.

ORDINANCE NO. 3556 – AMENDING RMC TITLE 8 – TRAFFIC, FIRST READING

Mr. Cowie reported that on July 23, 2020, the City entered into a contract with Rick Williams Consulting to perform a parking assessment for the downtown area and Laurelwood neighborhood. On March 22, 2021, Council accepted the Downtown Parking Assessment and Plan. The plan outlined specific parking management strategies that could be implemented over an immediate, short-term, mid-term, or long-term timeframe. One of the immediate strategies included amending sections of RMC Title 8 to help facilitate a more successful parking program.

The amendments identified in draft Ordinance 3556 stem from the recommendations provided within the Downtown Parking Assessment and Plan. The proposed code amendments were:

- Add definitions including “Fee,” “High turnover parking stall,” “Long-term parking stall,” “Short-term parking stall,” “Time limited parking,” “Metered parking,” and remove definitions of “Taxicab stand” and “Downtown Parking District.”
- Amend the “City Manager powers” to enable a designee to perform duties, remove the ability to designate certain streets as bridle paths, and clarify parking enforcement regulations at the Roseburg Regional Airport.
- Remove language surrounding parking meters and their installation fronting historic structures.
- Remove language involving taxicab stands.
- Update code involving parking meter regulations concerning payment methods, time limits, and parking exemption permits.
- Further clarified delivery and service permits.
- Further clarified courtesy visitor permits.
- Remove Chapter 8.04 involving parking in the downtown parking district.

The amendments helped to provide clarification and were designed to facilitate a more successful parking program. A significant section of the code amendments included the removal of Chapter 8.04 involving parking requirements within the downtown parking district. The removal of this code criteria helped pave the way for new policy currently being developed that would be used to implement updated downtown parking standards. Using a policy document to implement new downtown parking standards instead of the municipal code allowed the policy to be revised rapidly in response to lessons learned, additional input from stakeholders, or unexpected developments. He wanted to provide the framework for the new vendor so they could determine where the real recommendations could be placed. The first step was to amend the code. They terminated the contract with ParkSmart in April 2020 and had been conducting limited parking enforcement since that time. As a result, they were trying to move as quickly as possible to have something in place for enforcement.

In response to Councilor Prawitz and Mayor Rich, Mr. Cowie said it was vital and they had a recommendation from the consultant for the City to update many items that were out of date, and removing the downtown parking district was an important step for policy and how to enforce in the future. They proposed time limited parking in downtown rather than permits. Permits

would be used in offsite areas such as Laurelwood for the residents. Other permits would be available for different purposes. Council agreed to proceed with a first reading of the ordinance. Ms. Sowa read Ordinance No. 3556, entitled, "An Ordinance Amending Certain Sections of Title 8 – Traffic, of the Roseburg Municipal Code," for the first time.

ORDINANCE NO. 3557 – GRANTING A GAS UTILITY FRANCHISE TO AVISTA CORPORATION, DBA AVISTA UTILITIES, FIRST READING

Ms. Sowa explained that Staff and representatives from Avista negotiated an updated agreement with the franchise fee remaining at 6%. After gathering information on the franchise fees charged by other cities throughout Oregon for gas utility, Staff was confident that 6% was a fair and comparable rate. Other sections in the agreement were updated to reflect current best practices and City requirements. The current franchise agreement with Avista expired June 30, 2021 with no financial impact. This would allow the agreement to go into effect by July 1, 2021, upon acceptance by Avista.

Council agreed to proceed with a first reading of the Ordinance. Ms. Sowa read Ordinance No. 3557, entitled, "An Ordinance Granting a Non-Exclusive Gas Utility Franchisee to Avista Corporation, dba Avista Utilities; and Fixing Terms, Conditions and Compensation of such Franchise, Effective July 1, 2021," for the first time.

ANNUAL FEE ADJUSTMENT INFORMATION

Ms. Sowa stated that the City normally adjusted service fees annually based on either the CPI-U West index (currently 1.7%) or the March Construction Cost Index (CCI) (currently 3.1%). 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. During the April 12, 2021 Council meeting, Council directed Staff to bring back information on the different fees and the effect of delaying. Ms. Sowa discussed information on some of the fees for Council to consider adjusting, and how delaying those adjustments may affect the City's financial position.

1. Airport Facilities: Increase Airport rent/lease amounts by the CPI-U West index of 1.7%. The airport was operated as an enterprise fund and it was important that it continued 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. Community Development - Planning: Increase fees in the Community Development section by the CPI-U West index of 1.7%. This increase would keep the fees considerably lower than fees for comparable services charged by the County and would have a minimal impact on the fees overall. Over the past year, building in the community has remained strong and has not been adversely affected by the pandemic.
3. Fire: Increase fees in the Fire Department by the CPI-U West index of 1.7%. These fees include False Alarm Response and Appeal Fees, Inspections, Permits, Plan Review and Hazardous Materials Response. The Fire Department responded to numerous false alarms during the year, taking personnel out of service to investigate the calls. Charging fees for false alarms 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 were met. Nominal fees were charged to developers for those services. The Fire Marshal also conducted 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 housed 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 mobilized and took steps to mitigate the impact of the incident on the citizens and environment. In the event of a non-state team response, fees were sometimes assessed against the party or parties responsible for the incident.

4. System Development Charges (SDCs) for Parks, Transportation, Storm Drainage and Water: Increase the SDCs by the March Construction Cost Index (CCI) of 3.1%. The City of Roseburg, like all cities, was largely built by developers. As the City grows, there was increasing demand on City infrastructure such as the street system, the water system, the storm drainage system, etc. System Development Charges (SDCs) were fees that were assessed when a property was developed. By law, the funds collected could only be used for expansion of infrastructure. The concept was that "growth should pay for growth." System Development Charges in the City of Roseburg were typically adjusted annually. This indexing of SDCs ensured that the charges assessed kept up with changes in the cost of construction of new infrastructure. However, in 2020, due to the financial impacts of the COVID-19 pandemic, SDCs were not increased and remained at 2019 levels. Roseburg had been seeing significant growth, and it was appropriate to adjust SDCs at this time.

Other proposed amendments to the fee schedule included:

1. Public Information Requests: Add a fee of \$5/each for Supplemental Copies of Police Reports. This would help offset the cost of providing additional copies for very large reports.
2. Business Permits - Licenses: Remove the fee for Taxicab Stand Permit as those were no longer issued.
3. Remove the Stacie Court surcharge as it would be paid in full by the end of May 2021.

Ms. Sowa reported staff did not recommend Council increase the monthly storm drainage and water rates for residential and commercial properties as those funds were in a strong financial position. Generally, Council updated the fees in May and have the fees go in effect in July. In response to Councilor Prawitz, Ms. Sowa explained a resolution would be presented at the next meeting for fee changes. Ms. Messenger noted the construction cost index would have been a 5% increase year after year because things were going up in price. Councilor Cotterell said he generally opposed raising rates, but understood the costs were continuing to rise and specific items needed included. Mayor Rich agreed it was time to make a decision to get back on schedule. The Council directed staff to bring back a resolution with fee adjustments as outlined and discussed.

ITEMS FROM MAYOR/CITY COUNCIL/CITY MANAGER

Councilor Cotterell congratulated Ms. Sowa for the nice article in the Rogue Retreat newsletter.

Councilor Prawitz wanted to publicly thank Sheila Cox for her service on City Council. Her experience and understanding gave him comfort, and it was a major loss to have her leave Council, and the City would not be the same without her input. Overall, he wished her and her family well and thanked her for her service. Mayor Rich said he had worked with Ms. Cox for many years and felt fortunate for the time she served. Councilor Eggers agreed Ms. Cox was a guiding light for staff and would be missed.

ADJOURNMENT

Mayor Rich adjourned the meeting at 8:23 p.m.



Koree Tate
Management Assistant

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



ANNUAL FEE AMENDMENTS

Meeting Date: May 24, 2021
Department: Administration
www.cityofroseburg.org

Agenda Section: Resolutions
Staff Contact: Amy L. Sowa
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.

BACKGROUND

A. Council Action History.

- May 11, 2020: Council adopted Resolution No. 2020-07, delaying fee increases to May 2021.
- April 12, 2021: Council discussed whether to increase fees in 2021 as the pandemic continues to have an impact on Roseburg citizens.
- May 10, 2021: Options were presented to Council for increases in some fees and not in others. Council directed Staff to bring back the proposed increases to the next Council meeting in the form of a resolution.

B. Analysis.

The attached Resolutions incorporate the adjustments described in this section.

1. Public Information Requests:

Add a fee of \$5/each for Supplemental Copies of Police Reports. This will help offset the cost of providing supplemental copies for large reports.

2. Airport: Rent/Lease Rates for the Airport to be adjusted annually using the CPI (CPI-U West index), which is currently 1.7%.

3. Business Permits/Licenses: The fee for Taxicab Stand Permit is being removed as those are no longer issued.

The linear foot fee for non-carrier telecommunication providers that occupy the public way, but have no customers in the City, to be adjusted annually in accordance with the current CPI (CPI-U West index) rate, which is currently 1.7%.

4. **Community Development – Planning**: In compliance with Resolution No. 2008-10, Community Development Department fees are to be adjusted by the current CPI (CPI-U West index) rate, which is currently 1.7%.
5. **Fire Department**: Pursuant to Resolution 2006-02, Fire Department service fees are to be adjusted annually based on the current CPI (CPI-U West index) rate, which is currently 1.7%.

The Opticom Traffic Control Device fee is being removed from the fee schedule as we are not charging non-City owned vehicles for this service.

6. **System Development Charges**: System Development Charges are to be adjusted annually based upon the March Construction Cost Index (CCI) as reported in the Engineering News Record twenty-city average with an inflation factor cap of 5% per year. This year's CCI is 3.1%.
7. **Water**: The monthly demand charge for 1 ½" Level 3 is currently being charged as appropriate, but was not previously included in the fee schedule. This fee is being added to reflect the current charge.

The Stacie Court Surcharge is being removed as it will be paid in full at the end of May 2021.

Staff is not recommending Council increase the monthly storm drainage and water fees for residential and commercial properties.

C. Financial/Resource Considerations.

The proposed fee increases will help the City to offset the cost of special services.

D. Timing Considerations.

In order to implement the fees on a fiscal year basis, the fee amendment resolutions should be adopted as soon as possible to allow Staff sufficient opportunity to prepare for implementation.

COUNCIL OPTIONS

Council has the option to:

- Adopt the fee resolutions as presented; or
- Make amendments to fees and adopt the resolutions as amended; or
- Request additional information; or
- Take no action.

STAFF RECOMMENDATION

City of Roseburg fees were originally adopted through two resolutions: Resolution No. 91-18 applied to water service related fees; and Resolution No. 92-13 applied to all other fees. Therefore, there are two resolutions attached for your consideration. Staff recommends Council adopt the resolutions as presented.

SUGGESTED MOTION

1. ***"I MOVE TO ADOPT RESOLUTION NO. 2021-09 AMENDING RESOLUTION NO. 92-13 REGARDING FEES."***
2. ***"I MOVE TO ADOPT RESOLUTION NO. 2021-10 AMENDING RESOLUTION NO. 91-18 REGARDING WATER FEES."***

ATTACHMENTS:

Attachment #1 – Resolution No. 2021-09 Amending Fees

Attachment #2 – Resolution No. 2021-10 Amending Water Fees

RESOLUTION NO. 2021-09

A RESOLUTION AMENDING RESOLUTION NO. 92-13 REGARDING FEES

WHEREAS, Resolution No. 2006-02 and Resolution No. 2008-10 require annual adjustments to Fire Department and Community Development Department fees be made based upon the CPI (CPI-U West) index. That adjustment is 1.7% for calendar year 2020; and

WHEREAS, Resolution No. 2006-12 requires annual adjustments to certain Airport fees be made based upon the CPI (CPI-U West) index for the preceding calendar year up to a maximum of 3%. That adjustment is 1.7%; and

WHEREAS, Systems Development Charges are to be adjusted annually based upon the March Construction Cost Index. That adjustment is 3.1%; and

WHEREAS, Roseburg Municipal Code Section 9.25.110(B) establishes that the linear foot fee for non-carrier telecommunication providers that occupy the public way but have no customers in the City shall be adjusted annually in accordance with the CPI (CPI-U West) index. That adjustment is 1.7%; and

WHEREAS, A Supplemental Copies' fee is being added for Police Reports under Public Information Request fees to help offset the cost of providing supplemental copies for large reports; and

WHEREAS, Fire no longer charges the Opticom Traffic Control Device fee for non-City owned vehicles so that fee is being removed; and

WHEREAS, The fee for Taxicab Stand Permit under Business Permits/Licenses is being removed as those are no longer issued.

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

Section 1. PUBLIC INFORMATION REQUESTS – Effective July 1, 2021, the below-listed Public Information Request fee will be adjusted as follows:

POLICE/COURT RECORDS

Police Report	
Supplemental Copies	5.00

Section 2. AIRPORT FACILITIES – Effective July 1, 2021, the below-listed Airport Facilities fees will be adjusted as follows:

Rent/Lease Rates (Annual):

Non-Aviation Related Use of Corporate Hangar Space	0.72 per s.f.	<u>0.73</u> per s.f.
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Rent/Lease Rates (Monthly):

Commercial "Lear"	783.00	796.00
Corporate Hangar Space & Aviation Suites (annual per square foot)	0.3063 per s.f.	<u>0.3115 per s.f.</u>
Storage Units B, G, H, I	80.00	<u>81.00</u>
Storage Unit F	58.00	<u>59.00</u>
T-Hangar single (except I-5, I-9, I-14)	242.00	<u>246.00</u>
T-Hangar single (North end I-5, I-9, I-14)	177.00	<u>180.00</u>
T-Hangar twin	444.00	<u>452.00</u>
T-Hangar Single Daily Rate	22.00	<u>22.00</u>
T-Hangar Twin Daily Rate	32.00	<u>33.00</u>
T-Hangars Row "C"	206.00	<u>219.00</u>
Tie-Downs single (per space)	39.00	<u>40.00</u>
Tie-Downs twin (<i>per space</i>)	66.00	<u>67.00</u>

Section 3. BUSINESS PERMITS/LICENSES – Effective July 1, 2021, the below-listed Business Permits/Licenses fees will be removed from the fee schedule:

Taxicab

Stand Permit		<u>150.00</u>
On or after 7/1		<u>75.00</u>

Telecommunication Providers:

*Non Carrier w/facilities in right-of-way but No City Customers (annual per linear foot of public way occupied)	2.3987/linear foot	<u>2.4395/linear foot</u>
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Section 4. COMMUNITY DEVELOPMENT – PLANNING – Effective July 1, 2019, the below-listed Community Development – Planning fees will be adjusted as follows:

Administrative Function (<i>i.e. address, land use compatibility statement LUCS, DMV</i>)	32.00	<u>33.00</u>
Amendment (<i>Conditions, Findings and Plat</i>)	308.00	<u>313.00</u>
Annexation:		
Petition Initiated	739.00	<u>752.00</u>
Appeals:		
Dangerous Building Abatement (<i>to City Manager then Council</i>)	308.00	<u>313.00</u>
Nuisance Abatement (<i>to City Manager then Council</i>)	265.00	<u>270.00</u>
Boundary Line Adjustment	246.00	<u>250.00</u>
Comprehensive Plan Amendment (<i>Map/Text</i>)	1481.00	<u>1506.00</u>
Urban Growth Boundary	1847.00	<u>1878.00</u>

RESOLUTIONS A
ATTACHMENT #1

Conditional Use Permit	616.00	<u>626.00</u>
Day Care	308.00	<u>313.00</u>
Demolition Permit	34.00	<u>35.00</u>
Derelect Building Registration:		
Residential Application	312.00	<u>317.00</u>
Commercial Application	563.00	<u>573.00</u>
Monthly Registration <i>for each month or portion thereof building is registered for the first six months</i>		
Residential	123.00	<u>125.00</u>
Commercial	563.00	<u>573.00</u>
Extension – Monthly Registration <i>for each month or portion thereof building is registered after six months</i>		
Residential	245.00	<u>249.00</u>
Commercial	1146.00	<u>1165.00</u>
Delinquent Payment Penalty <i>(for each monthly payment more than 30 days past due)</i>		
Residential	123.00	<u>125.00</u>
Commercial	563.00	<u>573.00</u>
Expedited Land Use Action <i>(plus \$100 postage)</i>	1969.00	<u>2002.00</u>
Grading Plan:		
Single Family Unit/Duplex	61.00	<u>62.00</u>
Other	308.00	<u>313.00</u>
Historic Structure – Alteration/Construction/Demolition with HRRC public hearing (plus corresponding Site Review Fee)	61.00	<u>62.00</u>
Non-Conforming Use Alteration	185.00	<u>188.00</u>
Partition:	494.00	<u>502.00</u>
Planned Development:		
Preliminary <i>(plus \$10.00 per lot)</i>	1107.00	<u>1126.00</u>
Final	123.00	<u>125.00</u>
Resubmittal Fee	123.00	<u>125.00</u>
Construction Review	123.00	<u>125.00</u>
Preliminary Application Conference	123.00	<u>125.00</u>
Site Plan Review:		
Above Ground Storage Tank	246.00	<u>250.00</u>
Alteration/Remodel Single Family Unit/Duplex	42.00	<u>43.00</u>
Alteration/Remodel Commercial/Industrial	61.00	<u>62.00</u>

RESOLUTIONS A
ATTACHMENT #1

Floodplain Review	181.00	<u>184.00</u>
New Construction Single Family Unit/Duplex	123.00	<u>125.00</u>
Commercial/Industrial/Other	429.00	<u>436.00</u>
Mobile Home Park	429.00	<u>436.00</u>
Site Plan Review – Signs:		
Area – 0 to 32 square feet	26.00	<u>26.00</u>
Area – 33 to 60 square feet	37.00	<u>38.00</u>
Area – 61 to 99 square feet	42.00	<u>43.00</u>
Area – 100 to 250 square feet	61.00	<u>62.00</u>
Freestanding (in addition to above)	26.00	<u>26.00</u>
Temporary (30 days or less)	22.00	<u>22.00</u>
Temporary Sign Refundable Deposit	53.00	<u>54.00</u>
Subdivision:		
Preliminary (plus \$10.00 per lot)	1107.00	<u>1126.00</u>
Construction Plan Review	123.00	<u>125.00</u>
Final Plat	123.00	<u>125.00</u>
Replat	429.00	<u>436.00</u>
Resubmittal Fee	123.00	<u>125.00</u>
Temporary Use Permit:		
Family Hardship/Structure [<i>City Manager and/or Community Development Director can waive fee based on financial hardship</i>]	123.00	<u>125.00</u>
Use/Zoning, Etc.	123.00	<u>125.00</u>
Vacation (Street, Alley, Easements) (plus deposit for costs as determined by the City Recorder)		
	429.00	436.00
Variance:		
Administrative	246.00	<u>250.00</u>
Public Hearing before Planning Commission	494.00	<u>502.00</u>
Riparian Setback	185.00	<u>188.00</u>
Water Service Request for Outside City Limits:		
Residential – Single Family	123.00	<u>125.00</u>
Residential – Other	308.00	<u>313.00</u>
Commercial	429.00	<u>436.00</u>
Zone Change	922.00	<u>938.00</u>

Section 5. FIRE DEPARTMENT – Effective July 1, 2021, the below-listed Fire Department fees will be adjusted as follows:

False Alarm Response Fee to be assessed for the 3rd through 6th false alarm for the same location within any calendar year (partial reimbursement) ~~338.00 each~~ 344.00 each
7th and each subsequent false alarm (full reimbursement) ~~785.00 each~~ 798.00 each

False Alarm Appeal Fee	131.00	<u>133.00</u>
Inspections		
Illegal Occupancy	372.00	<u>378.00</u>
Exceeding maximum occupant load	171.00	<u>174.00</u>
"A" Occupancy Inspections (after hours)	404.00	<u>106.00</u>
Business Inspections		
Unmitigated violations - Subsequent re-inspections		
1st re-inspection visit	471.00 / <u>174.00</u> per facility plus 33.00 per violation class	
2nd re-inspection visit	304.00 / <u>309.00</u> per facility plus 33.00 per violation class	
3rd & subsequent re-inspection visits	574.00 / <u>584.00</u> per facility plus 33.00 per violation class	
Permits		
Blasting	169.00	<u>172.00</u>
Fire works including retail sales inspection		
Booth	136.00	<u>138.00</u>
Tent	169.00	<u>172.00</u>
Display	338.00	<u>344.00</u>
Storage Tanks		
Installation	169.00	<u>172.00</u>
Removal	102.00	<u>104.00</u>
On-Site Inspections		
Underground piping		
Flushing	101.00	<u>103.00</u>
Hydrostatic test	101.00	<u>103.00</u>
Aboveground Piping		
Modifications/Remodels	101.00	<u>103.00</u>
Sprinkler System Pre-Cover (\$50.00 minimum)	101.00/hr	<u>103.00/hr</u>
Hydrostatic Test	101.00	<u>103.00</u>
Pneumatic Test	101.00	<u>103.00</u>
Dry Piping Trip Test	101.00	<u>103.00</u>
Standpipes	101.00	<u>103.00</u>
Fire Alarm Systems	101.00/hr	<u>103.00/hr</u>
Missed Appointment Fee	101.00	<u>103.00</u>
Smoke Removal Systems	101.00	<u>103.00</u>
Final Inspection (\$100.00 minimum)	101.00/hr	<u>103.00/hr</u>
New Hydrant Installation Inspection and flushing per Hydrant	169.00	<u>172.00</u>
Additional Inspections		
Clean Agent System (site inspection/room integrity flow & alarm test)	169.00	<u>172.00</u>
Commercial Cooking Suppression System (site inspection/trip test)	136.00	<u>138.00</u>
Special Inspection (typically business insurance purposes)	126.00/hr	<u>128.00/hr</u>
Spray Booth (site inspection/trip test)	169.00	<u>172.00</u>

Temporary Membrane Structures, Tents and Canopies	404.00	<u>103.00</u>
Plan Review		
Including Deferred Submittals (\$50.00 minimum if less than 1 hour)	404.00/hr	<u>103.00/hr</u>
Mechanical Inspection		
Fire Smoke Damper (per damper)	24.00	<u>21.00</u>
Site Review/Consultation		
First hour free - Each additional hour per project	404.00	<u>103.00</u>
Hazardous		
One hour minimum – Non-State Team Response	338.00	344.00
Opticom Traffic Control Device – non City owned vehicles		
Annual permit per agency		<u>2028.00</u>

Section 6. PARK DIVISION – Effective July 1, 2021, the below-listed Park Division fees will be adjusted as follows:

System Development Charge:

Per Equivalent Residential Unit [ERU] for new development	642.00	<u>662.00</u>
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Section 7. PUBLIC WORKS DEPARTMENT – Effective July 1, 2019, the below-listed Public Works Department fees will be adjusted as follows:

Transportation System Development Charge: (for new development)

Methodology Resolution #2014-1 (per Trip-End)	3079.00 <u>3174.00</u>
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Section 8. STORM DRAINAGE – Effective July 1, 2019, the below-listed Storm Drainage fees will be adjusted as follows:

Storm Drainage System Development Charge - Connection Charge:

For a single family unit	4097.00	<u>1131.00</u>
For all other development per square ft of impervious surface	0.366	<u>0.377</u>
Minimum	4097.00	<u>1131.00</u>

Section 9. This resolution shall become effective immediately upon adoption by the Roseburg City Council May 24, 2021.

**ADOPTED BY THE ROSEBURG CITY COUNCIL AT ITS REGULAR MEETING
ON THE 24TH DAY OF MAY, 2021.**

Amy L. Sowa, ACM/City Recorder

RESOLUTION NO. 2021-10

A RESOLUTION AMENDING RESOLUTION NO. 91-18 REGARDING WATER FEES

WHEREAS, Certain Water System Development Charges are to be adjusted annually based upon the March Construction Cost Index. That adjustment is 3.1%; and

WHEREAS, The monthly demand charge for 1 1/2" Level 3 is currently being charged as appropriate, but was not previously included in the fee schedule; and

WHEREAS, The Stacie Court Surcharge will be paid in full at the end of May 2021.

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

Section 1. Effective July 1, 2021, the below-listed Water fees will be adjusted as follows:

System Development Charge

All service connections, except one- and two-family residential combined domestic/fire, shall pay the following Water System Development Charge.

<u>Meter Size</u>		
5/8" x 3/4"	2395.00	2469.00
3/4" x 3/4"	3590.00	3701.00
1"	5985.00	6171.00
1 1/2"	11,970.00	12,341.00
2"	19,155.00	19,749.00
3"	41,900.00	43,199.00
4"	71,825.00	74,052.00
6"	161,610.00	166,620.00
8"	191,535.00	197,473.00
 <u>Meter Size – All</u>	 2395.00	 2469.00

Section 2. Effective July 1, 2021, the below listed Water fees will be added or removed as follows:

Monthly Water Service Rates

1 1/2" Level 3	76.15/mo
Stacie Court Surcharge	10.00/mo

Section 3. This resolution shall become effective immediately upon adoption by the Roseburg City Council May 24, 2021.

**ADOPTED BY THE ROSEBURG CITY COUNCIL AT ITS REGULAR MEETING
ON THE 24TH DAY OF MAY, 2021.**

Amy L. Sowa, ACM/City Recorder

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



RESOLUTION NO. 2021-11 AMENDING THE ROSEBURG PUBLIC LIBRARY COLLECTION POLICY

Meeting Date: May 24, 2021
Department: Library
www.cityofroseburg.org

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

ISSUE STATEMENT AND SUMMARY

An amended Collection Policy is presented for your consideration with new sections on materials preservation and electronic resources.

BACKGROUND

A. Council Action History.

Roseburg Public Library's first Collection Policy was reviewed by the Library Commission and adopted by the City Council on September 24, 2018. It included information about selection and withdrawal of library materials and the procedure for reconsideration of library materials.

The Collection Policy was updated, reviewed by the Library Commission, and adopted by the City Council on March 11, 2019, to document that withdrawn library materials may be consigned to the Friends of the Roseburg Public Library.

B. Analysis.

There are two additions to the Collection Policy for Council's review. One is a section on materials preservation that was added to comply with the State Library of Oregon's Public Library Standards, which define the essential services expected of public libraries. Second is a section on electronic resources that was added in response to the library's five-year strategic plan.

C. Financial/Resource Considerations.

None

D. Timing Considerations.

It is important to maintain up-to-date policies that guide public library operations.

COUNCIL OPTIONS

Council has the following options:

- Adopt the resolution; or

- Direct staff to gather additional information; or
- Decline to proceed with the proposed action.

STAFF RECOMMENDATION

The Library Commission discussed this item at its April 20, 2021, meeting and recommended that Council adopt the amended Collection Policy. Staff concurs with this recommendation.

SUGGESTED MOTION

“I MOVE TO ADOPT RESOLUTION NO. 2021-11 AMENDING THE ROSEBURG PUBLIC LIBRARY COLLECTION POLICY.”

ATTACHMENTS:

Attachment #1 – Resolution No. 2021-11

Attachment #2 - Exhibit A - Collection Policy (updates in red)

RESOLUTION NO. 2021-11

**A RESOLUTION AMENDING THE ROSEBURG PUBLIC LIBRARY
COLLECTION POLICY.**

WHEREAS, the Roseburg Public Library (“Library”) Policies were adopted by Council by resolution on September 24, 2018, and amended on March 11, 2019; and

WHEREAS, it is important for the Library to maintain policies that comply with the State Library of Oregon’s Public Library Standards, which define the essential services expected of public libraries; and

WHEREAS, it is important for the Library to maintain policies that achieve the goals of its strategic plan.

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

Section 1. The Roseburg Public Library Collection Policy, attached hereto as Exhibit “A,” is hereby amended to include sections on materials preservation and electronic resources.

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

**ADOPTED BY THE ROSEBURG CITY COUNCIL AT ITS REGULAR MEETING
ON THE 24TH DAY OF MAY, 2021.**

Amy L. Sowa, ACM/City Recorder

COLLECTION POLICY

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

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

SELECTION POLICY

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

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

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

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

ELECTRONIC RESOURCES

Roseburg Public Library's digital resources, including, but not limited, to electronic books and electronic audiobooks, are subject to the same collection development criteria as physical materials. Additional criteria include technological requirements, platform ease of use, and availability for remote access.

INTELLECTUAL FREEDOM AND RECONSIDERATION OF LIBRARY MATERIALS

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

The library makes its collections and services equally available to every member of the community it serves. The library challenges all attempts to limit free expression of ideas or access to those ideas. The library endorses the Library Bill of Rights, the Freedom to Read Statement, the Freedom to View Statement, the Library Code of Ethics, and the Free Access to Libraries for Minors Statement of the American Library Association. The selection of any material for inclusion in the collection does not constitute an

endorsement of its contents. The library recognizes that many materials can be controversial and that any given item may offend some patrons. A decision to select an item is not made on the basis of anticipated approval or disapproval but on the merits of the work in relation to building the collection and serving the interests of the library's patrons.

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

APPEAL PROCEDURE

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

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

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

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

RESPONSIBILITY FOR SELECTION OF LIBRARY MATERIALS

The ultimate responsibility for the selection of materials rests with the Library Director. The Library Director is charged with the implementation of the collection development

policy. Selection of library materials is delegated to the Library Director and, under their supervision, to other members of the staff who are qualified to do so by reason of education, training, and experience. Suggestions from other staff members and from the public are invited and will be seriously considered during the selection process.

SPECIFIC SELECTION CRITERIA

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

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

SELECTION SOURCES

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

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

MATERIALS PRESERVATION

Roseburg Public Library recognizes that different items and collections may need different forms and levels of care and cleaning. The library determines the level of care and cleaning according to staff capacity, cost, and accessibility. In order to preserve materials, the library will provide and regularly monitor for appropriate environmental conditions according to current best practices for general collection maintenance and preservation.

WITHDRAWAL AND DISCARDING OF LIBRARY MATERIALS

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

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

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



RECREATIONAL TRAILS PROGRAM – GRANT APPLICATION

Meeting Date: May 24, 2021
Department: Public Works
www.cityofroseburg.org

Agenda Section: Resolutions
Staff Contact: Brice Perkins, PW Director
Contact Telephone Number: 541-492-6892

ISSUE STATEMENT AND SUMMARY

Staff seeks approval to apply for a Recreational Trails Program Grant from the Oregon Parks & Recreation Department to develop a trail system at Sunshine Park. The issue for Council is whether to adopt a resolution authorizing the grant application.

BACKGROUND

A. Council Action History.

On May 11, 2020, City Council adopted Resolution No. 2020-09 in support of an Oregon Parks and Recreation Department Recreational Trails Program Grant application for this same project.

B. Analysis.

Oregon Parks and Recreation Department has a Recreational Trails Program (RTP) intended to enhance trail opportunities by achieving results that would not otherwise be possible. RTP grants are for projects that are primarily recreational in nature, rather than serving a more utilitarian transportation function.

The proposed project will include the creation of a small but attractive family friendly hiking, trail running, and mountain biking destination at Sunshine Park within the City of Roseburg. Sunshine Park consists of approximately 93 acres of land, about 50 of which is currently undeveloped. The proposal consists of three different trail types providing something for everyone. An extension of the existing Universal Access trail will provide a trail experience that complies with the ADA, capable of handling wheelchair use, minimum 5' tread widths, and average overall grades of 5% or less. The addition of Cross Country trails will provide a classic trail experience, and Flow Style Contour trails will provide a more bike and trail running optimized experience, which consists of frequent grade reversals, in sloped turns, faster speeds, and slightly steeper overall trail grades.

C. Financial/Resource Considerations.

The RTP grant program requires a minimum of 20% match. The maximum grant available is \$150,000. The preliminary estimate of the total project cost is \$230,717.81, which would

require a match of \$80,717.81. Matching funds have been budgeted in the FY 21-22 Bike Trail Fund along with in-kind City and volunteer labor/equipment match.

D. Timing Considerations.

The Recreational Trails Program application is due June 15, 2021. In order to meet this deadline, Council should take action at the May 24, 2021 meeting.

COUNCIL OPTIONS

The Council has the following options:

- 1) Adopt the attached resolution authorizing staff to submit an application for an Oregon Parks & Recreation Department Recreational Trails Program Grant; or
- 2) Do not adopt the resolution and direct staff to not apply for the grant.

STAFF RECOMMENDATION

The Parks & Recreation Commission discussed this item at their May 5, 2021 meeting and unanimously recommended City Council adopt the Resolution supporting the grant application. Staff concurs with this recommendation.

SUGGESTED MOTION

“I move to adopt Resolution No. 2021 - 12 authorizing and supporting application for an Oregon Parks and Recreation Department Recreational Trails Program Grant.”

ATTACHMENTS:

Attachment #1: Resolution No. 2021-12, entitled, “A RESOLUTION AUTHORIZING AND SUPPORTING APPLICATION FOR AN OREGON PARKS AND RECREATION DEPARTMENT RECREATIONAL TRAILS PROGRAM GRANT.”

RESOLUTION NO. 2021-12

A RESOLUTION AUTHORIZING AND SUPPORTING APPLICATION FOR AN OREGON PARKS AND RECREATION DEPARTMENT RECREATIONAL TRAILS PROGRAM GRANT

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for grants through the Recreational Trails Program for projects that enhance recreational trail opportunities; and

WHEREAS, the adopted City of Roseburg Parks Master Plan includes the development of a trail system at Sunshine Park; and

WHEREAS, the Oregon State Parks and Recreation Department is accepting applications for the Recreational Trails Grant Program; and

WHEREAS, the City of Roseburg desires to participate in this grant program to the greatest extent possible; and

WHEREAS, on May 5th, 2021 the Parks and Recreation Commission recommended proceeding with a grant application to develop a trail system at Sunshine Park; and

WHEREAS, the City hereby certifies that the matching share for this application is available at this time; and

WHEREAS, the City is committed to the future maintenance of trail systems located within City parks,

IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG, that:
Section 1. Authorization is granted to apply for a Recreational Trails Program Grant for the development of a trail system at Sunshine Park.

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

**APPROVED BY THE COUNCIL OF THE CITY OF ROSEBURG, OREGON, AT ITS
REGULAR MEETING ON THE 24TH DAY OF MAY, 2021.**

Amy L. Sowa, ACM/City Recorder

ORDINANCE NO. 3556

**AN ORDINANCE AMENDING CERTAIN SECTIONS OF TITLE 8 – TRAFFIC, OF THE
ROSEBURG MUNICIPAL CODE**

WHEREAS, parking enforcement in the downtown area and Laurelwood neighborhood was performed by Park Smart, an organization operated by the Downtown Roseburg Association, through a parking enforcement agreement with the City entered into July 1, 2016.

WHEREAS, the City of Roseburg and the Downtown Roseburg Association agreed to terminate the parking enforcement agreement March 31, 2020; and

WHEREAS, the City of Roseburg solicited a request for proposal (RFP) in the spring of 2020 for a consultant service to perform a parking assessment of the downtown area and Laurelwood neighborhood; and

WHEREAS, the City entered into a contract with Rick Williams Consulting on July 23, 2020, to complete a parking assessment of the downtown area and Laurelwood neighborhood; and

WHEREAS, the City Council was presented the Downtown Parking Assessment and Plan March 22, 2021, and voted to accept the plan as presented by Rick Williams Consulting and City staff; and

WHEREAS, the Downtown Parking Assessment Plan recommends updating portions of the parking code as provided in Title 8 of the Roseburg Municipal Code.

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

SECTION 1. Roseburg Municipal Code Section 8.02.005, "Definitions" is hereby amended to read as follows:

8.02.005 - Definitions.

In addition to those definitions contained in the adopted sections of the Motor Vehicle Laws of Oregon, the following words or phrases, except where the context clearly indicates a different meaning, shall mean:

"Bicycle" means every device propelled by human power upon which any person may ride, having two or more tandem wheels either of which is over fourteen inches in diameter.

"Bus stand" means a fixed area in the roadway adjacent to the curb to be occupied exclusively by buses for layovers in operating schedules or waiting for passengers.

"Curb" means the extreme edge of the roadway.

"Fee" means the dollar amount to be charged to park in metered or permitted parking as outlined in the fee schedule.

"High turnover parking stall" means any parking stall signed or metered for stays of less than one (1) hour.

"Loading zone" means a space adjacent to a curb reserved for the exclusive use of vehicles during the loading or unloading of passengers or materials or freight.

"Long-term parking stall" means any parking stall signed or metered for stays of more than four (4) hours.

"Metered parking" means any time limited parking stall or parking area where use of parking is limited by a posted maximum time allowance and requires payment of a stated fee for use, to include but not limited to coin, credit/debit card or virtual payment (on-line payment or data base record).

"Park" or "parking" means the standing of a vehicle, whether occupied or not, except when a vehicle is temporarily standing for the purpose of and while actually engaged in loading or unloading.

"Parking permit" means a document, card, hang-tag, sticker or chip for display in a vehicle, as well as virtual (data base record), showing the driver of the vehicle has permission to park in a designated area for specific periods of use (e.g., hours, day(s)).

"Passenger loading zone" means reserved only for the loading or unloading of passengers and their luggage.

"Pedestrian" means any person afoot.

"Short-term parking stall" means any parking stall signed or metered for stays of one (1) to four (4) hours.

"Stand" or "Standing" means to temporarily stop a vehicle.

"Stop" means complete cessation of movement.

"Time limited parking" means any parking stall or parking area where use of parking is limited by a posted maximum time allowance. Time limited parking may or may not require payment of a fee.

"Traffic lane" means that portion of the roadway used for the movement of a single line of vehicles.

SECTION 2. Roseburg Municipal Code Section 8.02.030, "City Manager powers" is hereby amended to read as follows:

8.02.030 - City Manager Powers.

The City Manager or designee shall exercise the following duties by administrative actions:

- A. Implement the ordinances, resolutions and motions of the Council and the Manager's own orders by installing traffic control devices;
- B. Except as limited by Section 8.02.040, restrict the use of or parking on certain streets by any class or kind of vehicle to protect the streets from damage, preserve the character of the neighborhood, require turnover in parking spaces, establish clear vision areas or reduce traffic hazards;

- C. Authorize by permit or regulation greater maximum weights or lengths for vehicles using City streets than specified by State law where not deleterious to City streets or public safety;
- D. Impose conditions upon which the streets and other public property may be used for parking;
- E. Establish, maintain, remove or alter the following classes of traffic controls:
 - 1. Traffic control signals;
 - 2. Crosswalks, safety zones and traffic lanes;
 - 3. Intersection channelization and areas where drivers of vehicles shall not make right, left or U-turns and the time when the prohibition applies;
 - 4. Parking areas and time limitations, including the form of permissible parking and any fees therefor. This authority does not include establishing parking meter zones or parking meter fees;
 - 5. Loading zones; and
 - 6. Yield and stops for all vehicles.
- F. Cause a continual check to be made of traffic movement, congestion and accidents on the streets of the City, and after appropriate study, submit from time to time recommendations to the Council;
- G. Temporarily close to vehicular or pedestrian traffic any street, when in the Manager's opinion, it is necessary to do so because of an emergency or for the protection of lives, limb, public safety or property, or for the more expeditious movement of either vehicular or pedestrian traffic, or for special events of community interest, parades or construction in a street right-of-way. The City Manager shall cause to be placed and maintained during such temporary closure "No Parking," "No Walking," "Street Closed" or other appropriate directional signs; and
- H. Enforce parking and traffic control regulations or all regulated parking areas or districts. Enforcement will include state laws and City ordinances regarding motor vehicle operations and all parking and traffic control devices where parking is regulated, including the Roseburg Regional Airport.
- I. Implement guidelines for when an unlawfully parked vehicle may be towed.

SECTION 3. Roseburg Municipal Code Section 8.02.070, "Limitation for historic structures" is hereby removed:

SECTION 4. Roseburg Municipal Code Section 8.02.090, "General parking regulations" is hereby amended to read as follows:

8.02.090 - General parking regulations.

A. Private Marking Unlawful.

It is unlawful for any person to letter, mark or paint in any manner, any letters, marks or signs on any sidewalk, curb, street or alley, or to post on a parking strip, anything designed or intended to prohibit or restrict parking in front of any sidewalk, private residence, business or in any alley, except in compliance with the provisions of this Chapter.

B. Required Methods of Parking.

1. Unless permitted by the Public Works Director, Police Chief or their designee, no person shall stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement and with the curbside wheels of the vehicle within twelve inches of the edge of the curb, except where the street is marked or signed for angle parking.
2. No person shall stand or park a vehicle other than at the indicated direction.
3. Whenever the owner or driver of a vehicle discovers that such vehicle is parked immediately in front of, or too close to a building to which the Fire Department has been summoned, such person shall immediately remove such vehicle from the area unless otherwise directed by police or fire officers.

E. Bus Stops.

1. Buses. The driver of a bus shall not stand or park such vehicle upon any street in any business district at any place other than at a bus stop.
2. Vehicles other than Buses. No person shall stop, stand or park a vehicle, other than a bus in a bus stand except that the driver of a passenger vehicle may temporarily stop for the purpose of, and while actually engaged in, loading or unloading passengers, when such stopping does not interfere with any bus waiting to enter or about to enter such zone.

SECTION 5. Roseburg Municipal Code Section 8.02.100, "Parking meter regulations" is hereby amended to read as follows:

8.02.100 –Use of regulated parking.

- A. Payment for parking. No person shall park any vehicle in any metered parking space, except as otherwise permitted by this Chapter, without immediately depositing in the parking meter assigned to such space, such lawful payment methods (to include but not limited to coin, credit/debit or virtual payment) as are required by such meter and as designated by directions on the meter, and when required by the directions of the meter unless the parking meter indicates at the time such vehicle is parked that an unexpired portion of the period for which a payment-has been previously deposited remains.
- B. Legal Time Limit. Except as otherwise permitted by this Chapter, no person shall park a vehicle or allow a vehicle to remain parked in any time limited parking space beyond the maximum time limit for parking in such space.

Continued parking beyond the single time limit for any meter parking space shall constitute a separate offense for each period or portion of a single time limit for any such meter parking space during which the vehicle remains so parked.

- C. Owner Responsibility. The registered owner on the records of the Department of Motor Vehicles is responsible for all parking violations issued by the City.
- D. Mechanical Defect. Any unintentional violation of any provision of this Chapter by reason of a mechanical failure of a parking meter is not an offense within the meaning of this Chapter.
- E. Collection Authority. It shall be the duty of the Finance Director to direct the collecting of all payment methods from parking meters.
- F. Parking Exemption Permits.
 - 1. Issuance. The Police Chief or the City's agent may issue parking exemption permits to contractors engaged in the construction, reconstruction or repair of a building or installation of equipment in a building adjacent to a street where time limited parking is in place. Such exemption permits shall be issued only where available, including alleys which might be used or blocked off without interference with commerce, are not found reasonably close to the place where such persons are engaged and may be issued for use of each particular construction job. The fees for a parking exemption permit shall be set by Council resolution. At termination of use, the exemption permit shall be returned to the Police Chief or the City's agent.
 - 2. Use. Persons with a properly issued parking exemption permit shall have the permit visibly displayed. Display of such permit reserves such parking space while occupied for use by such person while actually engaged in the task for which the parking exemption permit was issued.
 - 3. Violation Prohibited. No person shall use a parking exemption permit except for the purpose and period of time for which such permit was issued.

SECTION 6. Roseburg Municipal Code Section 8.02.110, "Special parking permits" is hereby amended to read as follows:

8.02.110 - Special parking permits.

A. Disabled Person Parking Permit.

- 1. Privileges Granted. All of the following apply to the parking privileges granted to disabled persons under a disabled person parking permit other than a program placard described in ORS 811.607:
 - a. Subject to the limitations under the following Paragraph (b), the permit allows its holder, or another person while transporting its holder to or from the parking location, to exercise the following privileges:
 - (i) Park a motor vehicle in any public parking zone restricted as to the length of time permitted therein without incurring penalties imposed for overtime parking in such zones; and

- (ii) Park a motor vehicle in any public parking zone with metered parking without being required to pay any parking meter fee.

B. Delivery or Service Permits.

1. The Police Chief or the City's agent may issue delivery or service permits to persons regularly using passenger-type vehicles for the delivery of service or delivery or pickup of merchandise. Upon proof of necessity, the Police Chief or the City's agent may also issue such permits for commercial-type vehicles, if such vehicles are performing an essential service. The fees for such a permit shall be set by Council resolution. No time limited parking space shall be used by any permit holder for any continuous period of time longer than the time provided on the space in question. No person shall use a delivery or service permit for any purpose other than that authorized by the permit. Willful violation of these provisions will result in forfeiture of the permit and denial of future permits.

- C. Courtesy Visitor Permits. The City Manager may, at their discretion, make courtesy permits available to visitors of the City. Such permits shall be free and limited to specific periods of use (e.g., hours, day(s)). These permits, if properly displayed in accordance with the direction prescribed by the City Manager, shall authorize the permittee to park their vehicle without regard to time limits and without having to pay the fees in any parking space.

SECTION 6. Roseburg Municipal Code Section 8.02.140, "Regulations relating to recreational type devices or toy vehicles" is hereby amended to read as follows:

8.02.140 - Regulations relating to recreational-type devices or toy vehicles.

- A. Roller Skates, In-Line Skates, Skateboards, Bicycles and Other Devices. Excepting Police employees operating their bicycles in the course and scope of their duties, no person shall operate or ride upon, in or by means of, a bicycle, scooter, roller skates, in-line skates, skateboard, coaster, toy vehicle or other similar device in or upon any if the following areas:
1. Any public street or sidewalk in a manner dangerous to persons or property;
 2. The off-street parking facility located at 555 SE Rose Street; or
 3. Any public or private property, driveway or parking area that is posted with a "No (name of prohibited device)" sign. Signs posted pursuant to this Subsection shall be posted at or near the boundaries of the area restricted in a visible location. Signs must be no smaller than 6" X 8" in dimension and must contain the words "No (name of prohibited device)".

SECTION 7. Roseburg Municipal Code Chapter 8.04, "Parking in Downtown Parking District" is hereby removed:

SECTION 8. Roseburg Municipal Code Section 8.06.010, "Purpose" is hereby amended to read as follows:

8.06.010 - Purpose.

The purpose of this Chapter is to provide permanent residents, and their legitimate house-guests, exemption from certain restrictions placed on on-street vehicle parking when such restrictions are placed on residentially zoned streets fronting their primary residences.

SECTION 9. Roseburg Municipal Code Section 8.08.010, "Purpose" is hereby amended to read as follows:

8.08.010 - Purpose.

The purpose of this Chapter is to authorize fines as set by the Municipal Judge and to establish additional remedies for the violation of any provision of Chapters 8.02 and 8.06 of this Code. Fines for such violations shall be as set by the Municipal Judge and additional remedies shall be as set forth by this Chapter.

SECTION 10. Roseburg Municipal Code Section 8.08.020, "Immobilization of vehicles involved in traffic or parking citations" is hereby amended to read as follows:

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

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

SECTION 11. All other sections and subsections of Title 8 of the Roseburg Municipal Code shall remain in full force and effect as written.

ADOPTED BY THE ROSEBURG CITY COUNCIL THIS 24TH DAY OF MAY, 2021.

APPROVED BY THE MAYOR THIS 24TH DAY OF MAY, 2021.

LARRY RICH, MAYOR

ATTEST:

**AMY L. SOWA
ASSISTANT CITY MANAGER/CITY RECORDER**

CITY OF ROSEBURG, OREGON

ORDINANCE NO. 3557
AN ORDINANCE GRANTING A NON-EXCLUSIVE GAS UTILITY FRANCHISE TO AVISTA CORPORATION, DBA AVISTA UTILITIES; AND FIXING TERMS, CONDITIONS AND COMPENSATION OF SUCH FRANCHISE, EFFECTIVE JULY 1, 2021

WHEREAS, Avista Corporation dba Avista Utilities, a Washington Corporation, ("Avista"), which is authorized to do business within the state of Oregon has filed with the City of Roseburg, State of Oregon (the "City") a written application for renewal of its Franchise to locate, construct, operate, maintain and use such plants, works, underground pipelines, equipment and appurtenances over, under, along and across all of City's rights-of-way and public property in the City for the purposes of the transmission, distribution and sale of Gas; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

NOW, THEREFORE, THE CITY OF ROSEBURG DOES HEREBY ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

Avista: means Avista Corporation, dba Avista Utilities, a Washington Corporation, and its respective successors and assigns, agents and contractors.

City: means the City of Roseburg, a municipal corporation of the State of Oregon, and its respective successors, assigns, agents and contractors.

Commission: means the Oregon Public Utility Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Oregon.

Days: means business days, unless otherwise noted.

Effective Date: is July 1, 2021, provided Avista has signed and returned the Franchise Acceptance within thirty (30) calendar days from final passage of this Ordinance. Upon acceptance of this ordinance, all rights, duties and obligations of this Franchise shall come into effect.

Facilities: means, collectively, any and all gas transmission systems, distribution systems, and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to, Gas plants, Gas pipes, pipelines, mains, laterals, conduits, services, regulators, valves, meters, meter-reading devices, fences, vehicular protection devices, communication systems, and control systems and other equipment, appliances, fixtures, attachments, appurtenances and

other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, storage and sale of Gas.

Franchise: means the grant by the City of rights, privileges and authority embodied in this Ordinance.

Franchise Area: means the surface and space above and below rights-of-way owned or held by the City, including, without limitation, rights-of-way for:

- public roads, streets, avenues, alleys, bridges, tunnels, City-owned public utility easements, and highways as currently exist and/or as may hereafter be constructed, platted, dedicated, acquired or improved within the present limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise; and
- all City-owned public utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement.

Gas: means natural, manufactured, renewable and/or mixed gases.

Gross Revenues: Except as otherwise provided in OAR 860-022-0040, "gross revenue(s)" means revenues received from utility operations within City, less related net uncollectables. Gross revenues of an energy utility shall include revenues from the use, rental, or lease of the utility's operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, sales at wholesale by one utility to another utility purchasing the service is not the ultimate customer.

Maintenance, maintaining, or maintain: means, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected right-of-way surfaces.

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

Right-of-way: means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned public utility easement and/or right-of-way now or hereafter held or administered by the City within its corporate limits.

State: means the State of Oregon.

Tariff: means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission in effect upon execution and throughout the term of this Franchise.

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

City hereby grants to Avista the right, power, privilege and authority to enter upon all public roads, rights-of-way, streets, alleys, highways, or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, distributing, storing, and transmitting Gas, as may be necessary to provide Gas service.

2.2 Effective Date

This Ordinance will be effective as on the Effective Date.

2.3 Term

2.3.1 The rights, privileges and Franchise granted to Avista will extend for a term of ten (10) years from the Effective Date unless terminated by agreement between the Parties.

2.3.2 At the end of the Franchise term, if the City and Avista are negotiating another franchise and have not concluded their negotiations, Avista's rights and responsibilities shall be controlled by this Franchise until the City grants a new franchise and Avista accepts it. If Avista does not accept the new Franchise within 30 (thirty) days of its adoption, this Franchise shall expire.

2.4 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. City may not, however, award a Gas Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.5 Assignment of Franchise

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal law, state law, and Commission regulation, Avista shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.6 Payment of Franchise Fees

2.6.1 In consideration of the rights, privileges, and franchise granted by City to Avista under this Franchise, Avista will pay City six percent (6%) of Avista's Gross Revenues derived from service to customers located within City (the "Franchise Fee"). Avista will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) days following the end of the quarter to which the payment relates. City reserves the right to negotiate the Franchise Fee

at any time after the fifth anniversary of the effective date of this Franchise. In consideration of Avista's agreement to the Franchise Fee, City recognizes and agrees that it shall not impose any other privilege tax, license fee, or other fee upon Avista for Avista's use of the right-of-way as contemplated by this Franchise.

2.6.2 Contemporaneously with each quarterly payment, Avista will file with City a sworn statement describing the total gross revenues Avista received during the applicable quarter (the "Accounting Statement"). City's acceptance of any payments under this Section 2.6 will not constitute a waiver by City of any Avista breach of this Franchise. If Avista fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by Avista within thirty (30) days from discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be offset against the next payment due from Avista.

2.6.3 Inspection of Books and Records

On ten (10) days' advance written notice to Avista, City may review such Avista books, records, documentation, and/or information that City reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Avista's compliance with this Franchise. Avista will cooperate with City in conducting any inspection and/or audit in-person, by mail or electronic means and will correct any discrepancies affecting City's interest in a prompt and efficient manner. Avista will keep all its books, records, documentation, and/or information at its Spokane, Washington headquarters.

2.6.4 Equality of Franchise Fees and Costs

In the event that the City increases charges as prescribed by law upon Avista for any fees, taxes or other costs in connection with the issuance, maintenance, existence, continuation, and/or use of the Franchise or public right-of-way granted herein, City shall impose equivalent charges for any fees, taxes or other costs upon any and all other franchisee(s) doing the same business as or competing with Avista. In the event that City does not impose equivalent charges upon other franchisee(s) doing the same business as or competing with Avista, the City will charge Avista the fees, taxes or other costs imposed upon Avista prior to the increase until all franchisee(s) doing the same business as or competing with Avista are charged the same.

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or as may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations that are not discriminatory in nature pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy of general applicability such as right-of-way construction standards, public works standards, right-of-way permit fees, street cutting fees, and/or development permit fees, Avista shall be provided a written draft document for comment with a response period of not less than thirty (30) days. Notwithstanding the foregoing, failure to provide such notice shall not invalidate such new rules, procedures, or policies of general applicability, nor exempt Avista from compliance with such new rules, procedures or policies. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

3.2 Facility Location by Avista and Non-Interference

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Gas service, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with existing facilities of other utilities, public or private, including drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of such roads, rights-of-way or other public property subject to this franchise.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either Party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management – Removal of Trees/Vegetation Encroachment

The right of Avista to maintain its Facilities shall include the right, as exercised in Avista's professional discretion to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to Avista's Facilities, or pose a threat to public safety and welfare. Avista or its agents may accordingly remove or limit, without recourse or payment of compensation at its sole expense, the growth of vegetation which encroaches upon its Facilities and/or Gas transmission and distribution corridors within the Franchise Area.

This includes the right to cut or trim any and all trees, brush or shrubs growing in, on, or hanging over any City roads, rights-of-way, streets, alleys or City property, whether such trees or vegetation originate within or outside said right-of-way, property, or place, that interfere with or may interfere with Avista's facilities, including pipes, valves, services, conduits or other apparatus of Avista, its successors and assigns. Such cutting or trimming shall comply with the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the discretion of an arborist certified with the International Society of Arboriculture or equivalent professional organization. If Avista feels it necessary to completely remove a tree for purposes described in this Section, Avista must notify City in advance of such removal. A growth inhibitor treatment may be utilized for trees and vegetation species that are fast growing and problematic. Nothing contained in this Section shall prevent Avista, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang public rights-of-way that may interfere with Avista's Facilities.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and subject to the conditions described herein, Avista is authorized with the exception of those times wherein noise is specifically prohibited in the Roseburg Municipal Code, to make any necessary excavations in, under and across the streets, alleys, roads, rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The right-of-way surface shall be restored by Avista after excavation, in accordance with applicable City and Avista specifications. Prior to performing such work, Avista shall obtain all legally required permits, including the opening or disturbance of any right-of-way-within the Franchise Area. City shall cooperate with Avista in granting any permits required, providing such grant and subsequent construction by Avista shall not unduly interfere with the use of such rights-of-way. Avista shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Gas Franchise in the Franchise Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by City as to other public utility companies and other entities operating in the City. The payment of any generally applicable and non-discriminatory right-of-way permit fees, street cutting fees, or development permit fees may be required in addition to payment of the Franchise Fee herein.

In case any obstruction caused by Avista shall remain longer than ten (10) business days after notice to remove it, or in case of neglect by Avista to safeguard any dangerous places, City may remove such obstruction or safeguard such dangerous places at the expense of Avista which shall include any penalty set by the Roseburg Municipal Code for failure to remove such obstruction from the public way.

3.6 Emergency Work

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other right-of-way work, with concurrent notice to the City to the extent possible. Permits will be required after the fact.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1 Reservation of Right

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time and any power of eminent domain granted to it under the laws of the State.

4.2 Necessary Construction/Maintenance by City

The installation, construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road or utility work contiguous to Avista's Facilities. The City shall notify Avista through the Oregon Utility Notification Center in advance of such contemplated excavation or work to enable Avista to take such measures as may be deemed necessary to protect Avista's facilities from damage and possible inconvenience or injury to the public. In the instance of blasting, Avista shall be given not less than ten (10) days' notice of such work.

4.3 Expansion of Avista's Facilities

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

4.4 Change of Boundaries of the City

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas.

4.5 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public or environmental health and safety, or conflicts with City construction projects. In case of neglect by Avista to safeguard any dangerous places, City may remove such obstruction or safeguard such dangerous places at the expense of Avista which shall include any penalty set by the Roseburg Municipal Code for failure to remove such obstruction from the public way.

4.6 Vacation of Properties by City

If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, to the extent permitted by law, such vacation shall be subject to the reservation of a perpetual utility easement to Avista for the purpose of constructing, reconstructing, operating, maintaining, repairing and upgrading all existing public and private utilities, including those of Avista. The City shall, in its vacation procedure, reserve said easement and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

SECTION 5.0 RELOCATION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area as specifically designated in design plans that are no less than sixty (60) percent complete by the City for such purpose. For purposes of this provision, reasonable efforts shall be made by the City, with input from Avista, to minimize the impacts of potential relocation. The City shall notify Avista of any intended or expected requirement or request to relocate Avista's Facilities as early as practicable, but not less than ninety (90) calendar days prior to any such relocation and may be greater than ninety 90 calendar days if necessary to allow Avista sufficient time to arrange for relocation upon consultation with the City. The City shall endeavor to cause any such relocation to be consistent with any applicable long-term development plan or projection of City or approved by City. If, at any time, the City shall cause or require the alteration or the improvement of any road, highway or right-of-way wherein City maintains facilities subject to this Franchise by grading or re-grading, planking or paving the same, changing the grade, altering, changing, repairing or relocating the same or by constructing drainage or potable water facilities, Avista, upon written notice from the City shall, with all convenient speed, change the location or readjust the elevation of its system and other facilities so that the same shall not interfere with such work and so that such equipment and facilities shall conform to such new grades or routes as may be established.

In cases of emergency, or where not otherwise reasonably foreseeable by the City, the notice requirements of this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City.

In the event a relocation forces Avista off public right(s)-of-way then the City will make a reasonable effort to accommodate said relocation on alternative public right-of-way.

If the City requires the subsequent relocation of any of Avista's Facilities within five (5) years from the date of relocation of such Facilities or installation of new Facilities that is the result of the same right-of-way project, regardless of the cause for either the initial or subsequent relocation, the City shall bear fifty percent (50%) of the entire cost of such subsequent relocation.

Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

This Section shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below, with the City bearing the expense of relocation.

5.2 Relocation of Facilities Requested by Third Parties

City acknowledges that Avista is obligated to provide Gas service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the main benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation.

5.3 Availability of Other Funds

In the event the City applies for federal, state or other non-City funding for right-of-way improvements, the City shall make a reasonable effort to include funding for utility relocation purposes, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs from granting federal or state agency, including internal costs, associated with obtaining such funds.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista shall indemnify, defend, and hold the City (including its officers, agents, employees and volunteers) harmless for, from and against any and all claims for injury, damage, loss, cost, expense (including court and appeal costs and attorney, architect, and engineering fees or expenses) and liability of any kind arising from or connected with (i) any act or omission of Avista to keep its Facilities in a safe condition; (ii) any casualty or accident caused by the officers, employees, agents, contractors, or subcontractors of Avista in the construction, operation, Maintenance, repair or removal of its Facilities; and (iii) any breach of this Franchise. However, this provision shall not apply to the negligent or willful acts or omissions of the City, for which the City will indemnify Avista as provided by Section 6.2 of this Franchise and to the extent allowable under the Oregon Tort Claims Act.

6.2 Indemnification of Avista

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees, agents, contractors in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent

jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.3 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or Avista to terminate this Franchise, upon sixty days' written notice, or to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other Party, or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Exclusive venue for any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in Douglas County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

7.4 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise as Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event the Parties are delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond said Party's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, pandemic, epidemic, or cyber attack, then said Party's performance shall be excused during the period of the Force Majeure occurrence. Each affected Party will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence, said Party will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Prior Franchises Superseded

As of the Effective Date, this Franchise shall supersede all prior gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by prior Fran-

chise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

8.4 Severability

The Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of the Parties.

8.5 Changes or Amendments

Changes or amendments to this Franchise shall be in writing and shall not be effective until lawfully adopted by the City and agreed to by Avista.

8.6 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control.

8.7 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.8 Acceptance of Franchise

Avista shall, within thirty (30) days after passage of this Ordinance, file with the City Recorder, its acceptance of the terms and conditions of this Franchise.

8.9 Abandonment or Suspension of Franchise Rights and Obligations

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

8.10 Venue

This Franchise Agreement has been made entirely within the state of Oregon. If any suit or action is filed by any party to enforce this Franchise Agreement or otherwise with respect to the subject matter of this Agreement, exclusive venue shall be in the federal or state courts in Douglas County, Oregon.

8.11 Insurance

- 8.11.1 Avista shall secure and maintain automobile, comprehensive general liability and property damage insurance that protects Avista and City, as well as the City's officers, agents, employees and volunteers as follows:
- 8.11.1.a. Comprehensive general liability insurance with combined liability limits not less than ten million dollars (\$10,000,000) for injuries for persons or damage to property.
 - 8.11.1.b. Commercial automobile liability for owned, non-owned and hired vehicles with a limit of one million dollars (\$1,000,000) for each person and three million dollars (\$3,000,000) for each accident.
 - 8.11.1.c. Comprehensive form premises-operations, explosions and collapse hazard and underground hazard with limits of not less than ten million dollars (\$10,000,000), which may be included in the general liability policy.
- 8.11.2 The liability insurance policies required by this Franchise shall be maintained by Avista throughout the term of this Franchise, and such other period of time during which the licensee is engaged in the removal of its Gas Facilities. Upon request, Avista shall furnish certificates of insurance acceptable to the City. The certificate shall include the deductible or retention level.
- 8.11.3 The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.
- 8.11.4 The insurance shall be without prejudice to coverage otherwise existing and shall name as an additional insured the City and its officers, agents, volunteers, and employees. Notwithstanding the naming of an additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing in this Section shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been

named as insured. The coverage must apply as to claims between those insured on the policy.

8.11.5 If the insurance is canceled or materially altered within the term of this Franchise, Avista shall provide a replacement policy with the same terms. Avista shall maintain continuous uninterrupted coverage, in the terms and amounts required, upon and after the effective date of this Franchise.

8.11.6 Avista may self-insure to meet the requirements of this Section so long as Avista maintains adequate financial capacity.

8.11.7 Avista shall provide evidence of worker's compensation coverage in accordance with applicable laws of the State of Oregon.

ADOPTED BY THE ROSEBURG CITY COUNCIL THIS 24TH DAY OF MAY, 2021.

APPROVED BY THE MAYOR THIS 24TH DAY OF MAY, 2021.

LARRY RICH, MAYOR

ATTEST:

Amy L. Sowa, Assistant City Manager/City Recorder

FRANCHISEE'S ACCEPTANCE OF ORDINANCE NO.____. This Ordinance is hereby accepted by _____ on this ____ day of _____, 20__.

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Date: _____

State of _____)

) **ss.**

County of _____)

This acceptance was signed before me on _____, 20__ by, _____
as _____ of _____.

Notary Public for _____
Name: _____
My commission expires on: _____

.....
Acceptance received by City Recorder on _____, 20__.

Amy L. Sowa, Assistant City Manager/City Recorder

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



ORDINANCE GRANTING A TELECOMMUNICATIONS FRANCHISE TO SQF, LLC

Meeting Date: May 24, 2021
Department: Administration
www.cityofroseburg.org

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

ISSUE STATEMENT AND SUMMARY

The City has received an application for a telecommunications franchise from SQF, LLC, a Delaware Limited Liability Company.

BACKGROUND

A. Council Action History.

Council has not acted on this particular application.

B. Analysis.

SQF, LLC (SQF) is an infrastructure provider that is working with U.S. Cellular on their network deployment of small wireless facilities in the City of Roseburg (City). SQF is proposing to install six new utility poles within the City right-of-way sometime before the end of this year that will have U.S. Cellular antennas and associated equipment attached. SQF will be required to go through the permitting process with the City's Community Development and Public Works departments before installation of these facilities.

Per RMC 9.25 definitions, SQF is considered a non-carrier provider; they will be the infrastructure owner, but will not be providing telecommunications service. The franchise fee for a non-carrier provider that occupies the public way but has no customers in the City is an annual fee per linear foot of the public way occupied. The current rate starting July 1, 2021, will be \$2.4395/linear foot. This rate is scheduled to increase annually based on the CPI-U West index. For the first year of the agreement, the fee may be prorated on a monthly basis from the issuance of a permit to construct facilities in the public way, to December 31 of that year.

The Telecommunications Provider Application and application processing fee was received by the City on May 3, 2021. The franchise agreement will be effective upon final approval by Council and acceptance by SQF, LLC.

C. Financial/Resource Considerations.

Under the franchise agreement, SQF, LLC will make annual payments per linear foot of the public way occupied. It is not known at this time how many linear feet they will occupy.

D. Timing Considerations.

It would be appropriate to have the franchise agreement in place prior to installation of the infrastructure. The initial term of the franchise will be approximately 2 years and 5 months, with an expiration date of December 31, 2023. The ordinance will also allow renewal options of three years each, for a total of five terms.

COUNCIL OPTIONS

Council has the following options:

- Proceed with first reading of the ordinance; or
- Request additional information; or
- Do nothing.

STAFF RECOMMENDATION

Staff recommends that Council proceed with first reading of the ordinance granting a telecommunications franchise to SQF, LLC.

SUGGESTED MOTION

If Council concurs with Staff's recommendation, Council will need to request first reading of the ordinance granting a telecommunications franchise to SQF, LLC.

ATTACHMENTS:

Attachment #1 – Ordinance No. 3558

Cc: Heather Carlisle, Tilson Tech, Senior Counsel, Siting and Real Estate,
hcarlisle@tilsontech.com

ORDINANCE NO. 3558

**AN ORDINANCE GRANTING A TELECOMMUNICATION FRANCHISE
TO SQF, LLC EFFECTIVE ON _____, 20__**

SECTION 1. Grant of Franchise. The City of Roseburg, hereinafter called “City”, hereby grants SQF, LLC, a Delaware limited liability company, hereinafter called “Franchisee”, the non-exclusive right to use and occupy all public ways within the Franchise Territory, solely for the purposes described herein, for a period of two years and five months, beginning July 14, 2021 and ending December 31, 2023 following Franchisee’s acceptance of the Franchise as provided in Section 11 of this Ordinance.

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

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

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

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

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

A. Fee Base. For the privileges granted by this Franchise, Franchisee shall pay an annual fee of \$2.4395 for each linear foot of the public way occupied by its facilities. The fee shall be adjusted annually in accordance with the Consumer Price Index Unit (CPI-U) West.

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

as set forth herein.

C. Due Date. Franchise fees shall be paid to the City on an annual basis, not more than 30 days following the end of each calendar year, and shall be based on the aggregate number of linear feet of public way occupied by the Franchisee's facilities as of December 31 of the prior year. For the year in which Franchisee first obtains a franchise, the fee may be prorated on a monthly basis from the date of issuance to December 31 of said year. Such proration shall not be applied in subsequent years.

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

SECTION 7. Notices and Authorized Representatives.

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

If to City:

City of Roseburg
ATTN: Amy L. Sowa, ACM/City Recorder
900 SE Douglas
Roseburg, OR 97470
E-mail: asowa@cityofroseburg.org

Phone: 541-492-6866

If to Franchisee:

SQF, LLC
ATTN: Joshua Broder
16 Middle Street, 4th Floor
Portland, ME 04101
E-mail:
SQFNotifications@tilsontech.com

Phone: (207) 358-7467

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

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

Contact Person's Name: Alda Licis

Mailing Address: 16 Middle Street, 4th Floor, Portland, ME 04101

Telephone: (207) 358-7467

SECTION 8. Location, Relocation and/or Removal of Facilities. RMC Chapter 4.02, along with RMC Sections 9.25.290 – 9.25.320, sets forth the conditions for the construction, installation, location, relocation and removal of Franchisee's facilities. There are no exceptions or additions to these regulations unless Franchisee is exempted by statute.

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

SECTION 10. Franchise Effective Date. Franchisee submitted an application requesting a telecommunications franchise and paid the application processing fee on May 3, 2021. The Roseburg City Council approved such request at its meeting on June 14, 2021; and hereby authorizes this Franchise to take effect on July 14, 2021, and expire on December 31, 2023, provided Franchisee satisfies the acceptance requirements of Section 11 of this Ordinance.

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

ADOPTED BY THE CITY COUNCIL ON THIS ___ DAY OF _____, 20__.

APPROVED BY THE MAYOR ON THIS ___ DAY OF _____, 20__.

MAYOR

Larry Rich

ATTEST:

Amy L. Sowa, ACM/City Recorder

(Franchisee's Acceptance on Following Page)

FRANCHISEE'S ACCEPTANCE OF ORDINANCE NO._____. This Ordinance is hereby accepted by _____ on this ____ day of _____, 20__.

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Date: _____

State of _____)

) **ss.**

County of _____)

This acceptance was signed before me on _____, 20__ by, _____ as _____ of _____.

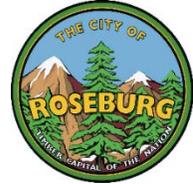
Notary Public for _____
Name: _____
My commission expires on: _____



Acceptance received by ACM/City Recorder on _____, 20__.

Amy L. Sowa, ACM/City Recorder

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



ORDINANCE GRANTING A SMALL CELL TELECOMMUNICATIONS FRANCHISE TO USCOC OF OREGON RSA #5, INC. (U.S. CELLULAR)

Meeting Date: May 24, 2021
Department: Administration
www.cityofroseburg.org

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

ISSUE STATEMENT AND SUMMARY

The City has received an application for a telecommunications franchise from USCOC of Oregon RSA #5, Inc. (U.S. Cellular), a Delaware Corporation.

BACKGROUND

A. Council Action History.

Council has not acted on this particular application.

B. Analysis.

U.S. Cellular will be providing network coverage and capacity via their small wireless facilities initiative. They will be collocating their equipment on poles owned by SQF, LLC, Pacific Power, and Century Link at 13 locations throughout the City of Roseburg (City). U.S. Cellular will be required to go through the permitting processes with the City's Community Development and Public Works departments before installation of these facilities. Once installed, service will be available for customers in the City.

Effective January 1, 2019, FCC rules came into effect which limit local management of small wireless infrastructure deployment and associated fees for use of the rights-of-way and public property in the rights-of-way. City Staff and the City Attorney worked with representatives for U.S. Cellular to draft the attached telecommunications franchise agreement which includes an annual fee of \$270 per small cell rather than a fee based on percentage of gross revenue, to comply with the FCC rules. In addition, U.S. Cellular is required to complete a Telecommunications Franchise Application and pay the \$200 application fee.

The subject application and application processing fee was received by the City on May 3, 2021. Service to customers in the City will begin upon installation and activation of their small cell facilities. The franchise agreement will be effective upon final approval by Council and acceptance by U.S. Cellular.

C. Financial/Resource Considerations.

Under the franchise agreement, U.S. Cellular will make annual payments of \$270 per small cell. For thirteen small cell facilities, the total will be \$3,510/year.

D. Timing Considerations.

It would be appropriate to have the franchise agreement in place prior to installation and activation of the small cell facilities. The initial term of the franchise will be approximately 2 years and 5 months, with an expiration date of December 31, 2023. The ordinance will also allow renewal options of three years each, for a total of five terms.

COUNCIL OPTIONS

Council has the following options:

- Proceed with first reading of the ordinance; or
- Request additional information; or
- Do nothing.

STAFF RECOMMENDATION

Staff recommends that Council proceed with first reading of the ordinance granting a telecommunications franchise to USCOC of Oregon RSA #5 (U.S. Cellular).

SUGGESTED MOTION

If Council concurs with Staff's recommendation, Council will need to request first reading of the ordinance granting a telecommunications franchise to USCOC of Oregon RSA #5 (U.S. Cellular).

ATTACHMENTS:

Attachment #1 – Ordinance No. 3559

Cc: Heather Carlisle, Tilson Tech, Senior Counsel, Siting and Real Estate,
hcarlisle@tilsontech.com

ORDINANCE NO. 3559

**AN ORDINANCE GRANTING A SMALL CELL TELECOMMUNICATION FRANCHISE
TO USCOC OF OREGON RSA #5, INC. (U.S. CELLULAR) EFFECTIVE
_____. 2021**

SECTION 1. Grant of Franchise. The City of Roseburg, hereinafter called “City”, hereby grants USCOC of Oregon RSA #5, Inc. (U.S. Cellular), a Delaware Corporation, hereinafter called “Franchisee”, the non-exclusive right to use and occupy all public ways within the Franchise Territory, solely for the purposes described herein, for a period of three years, beginning July 14, 2021 and ending December 31, 2023 following Franchisee’s acceptance of the Franchise as provided in Section 15 of this Ordinance.

SECTION 2. Incorporation of Roseburg Municipal Code. This Franchise is granted pursuant to Chapter 9.25 of the Roseburg Municipal Code (“RMC”), entitled “Telecommunications Providers”, and shall be interpreted to include all provisions of Chapter 9.25, with the exception of 9.25.110(A)-(E), as it now exists and as it may be amended during the term of the Franchise, and all other provisions of the Roseburg Municipal Code and City regulations with which Chapter 9.25 requires compliance, as if set forth in writing herein. A copy of Chapter 9.25, as it exists and is in effect on the effective date of this Franchise, is attached to this Franchise as Exhibit “A”. It shall be the responsibility of the Franchisee to keep itself informed of any amendments to applicable provisions of the Roseburg Municipal Code and all related regulations.

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

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

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

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

A. Fee Base. For the privileges granted by this Franchise, Franchisee shall pay an annual fee of \$270 per small cell.

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

C. Due Date. Franchise fees shall be paid to the City on an annual basis, not

more than 30 days following the end of each calendar year.

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

SECTION 7. Notices and Authorized Representatives.

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

If to City:

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

If to Franchisee:

USCOC of Oregon RSA #5, Inc.
ATTN: Lease Administration
8410 W. Bryn Mawr
Chicago, IL 60631
E-mail:
LeaseAdministration@uscellular.com
Phone: 1 (888) 944-9400

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

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

Contact Person's Name: Network Operations Center
Mailing Address: 8410 W Bryn Mawr, Chicago, IL 60631
Telephone: 1 (800) 510-6091

SECTION 8. Location, Relocation and/or Removal of Facilities. RMC Chapter 4.02, along with RMC Sections 9.25.290 – 9.25.320, sets forth the conditions for the construction, installation, location, relocation and removal of Franchisee's facilities. There are no exceptions or additions to these regulations unless Franchisee is exempted by statute.

SECTION 9. Assignment. Franchisee may, with notice to the City, assign and transfer any interest in this Franchise or in the Facilities authorized by this Franchise, to an affiliate, subsidiary, Parent Corporation or a company that controls a majority of Franchisee's assets, whether by acquisition or merger or transfer of FCC license to operate a wireless voice/data services.

SECTION 10. General Indemnification. To the extent permitted by law, each grantee shall defend, indemnify and hold the City and its officers, employees, agents and

representatives harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the grantee or its affiliates, officers, employees, agents, contractors or subcontractors in the construction, operation, maintenance, repair or removal of its telecommunication facilities, and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed or prohibited by this Chapter or by a franchise agreement made or entered into pursuant to this Chapter. Notwithstanding the foregoing, in no event shall Grantee be obligated to indemnify the City hereunder to the extent any damages, losses or expenses arise out of or result from the negligence or willful misconduct of the City, its officers, employees, agents and representatives.

SECTION 11. Damage to Grantee's Facilities. Unless directly and proximately caused by willful, intentional or malicious acts by the City, the City shall not be liable for any damage to or loss of any telecommunications facility within the public way of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public way by or on behalf of the City, or for any consequential losses resulting directly or indirectly therefrom.

SECTION 12. Grantee Insurance. Unless otherwise provided in a franchise agreement, each grantee shall, as a condition of the franchise, secure and maintain the following liability insurance policies insuring both the grantee and naming the City, and its elected and appointed officers, officials, agents and employees as additional insured:

- A.** (1) Comprehensive general liability insurance with limits not less than three million dollars (\$3,000,000) for bodily injury or death to each person; (2) three million dollars (\$3,000,000) for property damage resulting from any one accident; and (3) three million dollars (\$3,000,000) for all other types of liability.
- B.** Automobile liability for owned, non-owned and hired vehicles with a limit of one million dollars (\$1,000,000) for each person and three million dollars (\$3,000,000) for each accident.
- C.** Workers' compensation within statutory limits and employer's liability insurance with limits of not less than one million dollars (\$1,000,000).
- D.** Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than three million dollars (\$3,000,000).
- E.** The liability insurance policies required by this Section shall be maintained by the grantee throughout the term of the telecommunications franchise, and such other period of time during which the grantee is operating without a franchise hereunder, or is engaged in the removal of its telecommunications facilities. Each such insurance policy shall contain the following endorsement:

Grantee shall provide the City of Roseburg, by registered mail, of a written notice addressed to the City Recorder of such intent to cancel or not to renew.

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

G. As an alternative to the insurance requirements contained herein, a grantee may provide evidence of self-insurance subject to review and acceptance by the City.

SECTION 13. Representation and Warranty of Franchisee. By executing this document, Franchisee represents and warrants that it is familiar with all provisions of this Franchise, including those contained in this Ordinance, and that it accepts and agrees to be bound by all terms, conditions and provisions set forth herein.

SECTION 14. Franchise Effective Date. Franchisee submitted an application requesting a telecommunications franchise and paid the application processing fee on May 3, 2021 and will begin serving Roseburg customers upon completion of small cell installation and implementation as approved by the City. The Roseburg City Council approved such request at its meeting on June 14, 2021; and hereby authorizes this Franchise to take effect on July 14, 2021 and expire on December 31, 2023, provided Franchisee satisfies the acceptance requirements of Section 15 of this Ordinance.

SECTION 15. Acceptance of Franchise. Upon receipt of this Ordinance, Franchisee shall sign in the space below to indicate its unconditional acceptance of the terms and conditions upon which City has offered the Franchise described herein, and immediately return such acceptance to the City. If Franchisee fails to accept the Franchise and return acceptance to City within 30 days of the adoption of this Ordinance, this Ordinance and the Franchise granted herein shall become void and have no force or effect.

ADOPTED BY THE CITY COUNCIL ON THIS ___ DAY OF _____, 20__.

APPROVED BY THE MAYOR ON THIS ___ DAY OF _____, 20__.

MAYOR

Larry Rich

ATTEST:

Amy L. Sowa, Assistant City Manager/City Recorder

(Franchisee's Acceptance on Following Page)

FRANCHISEE'S ACCEPTANCE OF ORDINANCE NO._____. This Ordinance is hereby accepted by _____ on this ____ day of _____, 2021.

By: _____
(Signature)

Name: _____
(Printed)

Title: _____

Date: _____

State of _____)

) **ss.**

County of _____)

This acceptance was signed before me on _____, 2021 by, _____ as _____ of _____.

Notary Public for _____
Name: _____
My commission expires on: _____



Acceptance received by City Recorder on _____, 2021.

Amy L. Sowa, Assistant City Mgr./City Recorder

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



LINCOLN STREET PAVEMENT IMPROVEMENTS PROJECT BID AWARD RECOMMENDATION – 21PW01 PHASE 2

Meeting Date: May 24, 2021
Department: Public Works
www.cityofroseburg.org

Agenda Section: Department Items
Staff Contact: Brice Perkins, PW Director
Contact Telephone Number: 541-492-6730

ISSUE STATEMENT AND SUMMARY

The City recently received bids for the Lincoln Street Pavement Improvements Project. The issue for the City Council is whether to award the construction contract.

A. Council Action History.

On December 8, 2014, Council awarded a Five Year Pavement Management Program engineering contract to Murraysmith. That contract has subsequently expired. However, preliminary design of the 2021 Overlay Project was completed by Murraysmith. On September 23, 2019, Council awarded a new Five Year Pavement Management Program engineering contract to Century West Engineering, who completed the final design.

B. Analysis.

The pavement rehabilitation work will include an asphalt grind and inlay on Lincoln Street from Sunset Street to Malheur Avenue, approximately 3,300 feet in length. The project will also include road base rehabilitation at the intersections with Rocky Ridge Drive and Junker Avenue as well as utility trench restoration.

The project was advertised on April 13, 2021, and bids were opened on May 4, 2021.

One bid was received and is summarized below:

No.	Bidder	Total Bid Amount
1	Knife River Materials	\$427,890.50
	<i>Engineer's Estimate</i>	<i>\$436,189.00</i>

C. Financial/Resource Considerations.

The draft FY 21-22 Transportation Fund budget includes \$1,200,000 for design and construction of transportation projects. Total project costs are estimated below.

Construction	\$ 427,890.50
Contingency (10% of const.)	\$ 42,789.05
<u>Engineering Construction Svcs.</u>	<u>\$ 16,092.00</u>
<i>Total Estimated Costs</i>	<i>\$ 486,771.55</i>

D. Timing Considerations.

The project is budgeted in FY 21-22 so if awarded the Notice to Proceed will not be issued until after July 1, 2021. The Contractor is allowed 72 calendar days to complete the project.

COUNCIL OPTIONS

The Council has the following options:

1. Award the contract to the lowest responsible bidder, Knife River Materials, for \$427,890.50; or
2. Request additional information; or
3. Reject all bids.

STAFF RECOMMENDATION

Funds have been budgeted and are available to construct the project. The bid appears to be both responsive and responsible. The Public Works Commission discussed this project at their May 13, 2021, meeting and unanimously recommended awarding the project to the lowest responsible bidder, Knife River Materials, for \$427,890.50. Staff concurs with this recommendation.

SUGGESTED MOTION

“I move to award the Lincoln Street Pavement Improvements Project to the lowest responsible bidder, Knife River Materials, for \$427,890.50.”

ATTACHMENTS:

None

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



2021 PAVEMENT MANAGEMENT PROGRAM SLURRY SEALS BID AWARD RECOMMENDATION – 21PW02

Meeting Date: May 24, 2021
Department: Public Works
www.cityofroseburg.org

Agenda Section: Department Items
Staff Contact: Brice Perkins, PW Director
Contact Telephone Number: 541-492-6730

ISSUE STATEMENT AND SUMMARY

The City received bids for the 2021 Pavement Management Program Slurry Seal Project on May 5, 2021. The issue for the Council is whether to award the construction contract.

BACKGROUND

A. Council Action History.
None

B. Analysis.

A slurry seal is a very thin layer of aggregate with an asphalt emulsifier applied to an existing pavement. Slurry seals are a preventative maintenance treatment used to prolong the life of the paved surface. The following streets are scheduled for slurry seals as part of this project.

STREET	SECTION
Altamont St. W	W. Military Ave to W. Brown Ave.
Ann Ave. W	W. Nebo St. to W. Fairhaven St.
Ballf St. W	W. Myrtle Ave to W. Brown Ave.
Brown Ave. W	Fairhaven St to Wharton St.
Brown Ave. W	W. Wharton St. to W. Military Ave.
Fairhaven St. W	W. Myrtle Ave. to W. Harvard Ave.
Fairmount St. NW	NW Garden Valley Blvd to NW Cecil Ave.
Fairmount St. NW	NW Cecil Ave. to NW Stewart Parkway
Fair St. W	115 ft. S. of Bradford Ave. to W. Bradford Ave.
Fair St. W	W. Harvard Ave. to 115 S. of Bradford Ave.
Fromdahl Dr. W	W. Military Ave. to W. Pilger St.
Hazel St. W	W. Sherwood Ave. to W. Sharp Ave.
Hazel St. W	W. Sharp Ave. to Dead end N. of Sharp Ave.
Myrtle Ave. W	W. Nebo St. to W. Fairhaven St.
Silver Ct. W	Fromdahl Dr. W to End
Wharton St. W	W. Myrtle Ave. to W. Brown Ave.
Wharton St. W	W. Brown Ave. to W. Harvard Ave.
TOTAL	2.2 MILES

The project was advertised for bid on April 14, 2021. Three bids were received on May 5, 2021 and are summarized below.

#	Bidder	Total Bid Amount
1	Pave Northwest, Inc.	\$ 82,445.35
2	VSS International, Inc.	\$ 92,325.00
3	Intermountain Slurry Seal	\$105,105.00
	<i>Engineer's Estimate</i>	<i>\$ 105,751.85</i>

C. Financial/Resource Considerations.

The draft FY 21-22 Transportation Fund Materials & Services budget includes \$150,000 to complete this project. Total project costs are estimated below.

Construction	\$ 82,445.35
Contingency (10% of const.)	\$ 8,244.53
Materials & Supplies	\$ 7,000.00
<i>Total Estimated Costs</i>	<i>\$ 97,689.88</i>

D. Timing Considerations.

The project is budgeted in FY 21-22 so if awarded, the Notice to Proceed will not be issued until after July 1, 2021. The contractor is allowed 60 calendar days to complete the project.

COUNCIL OPTIONS

The Council has the following options:

1. Award the contract to the lowest responsible bidder, Pave Northwest, Inc. for \$82,445.35; or
2. Request additional information; or
3. Reject all bids

STAFF RECOMMENDATION

Funds have been budgeted and are available to construct the project. The bids appear both responsive and responsible. The Public Works Commission discussed this project at their May 13, 2021 meeting. The Commission unanimously recommended the City Council award the 2021 Pavement Management Program Slurry Seal Project to the lowest responsible bidder, Pave Northwest, Inc. for \$82,445.35. Staff concurs with this recommendation.

SUGGESTED MOTION

"I move to award the 2021 Pavement Management Program Slurry Seal Project to the lowest responsible bidder, Pave Northwest, Inc. for \$82,445.35."

ATTACHMENTS:

None

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



LIVESTOCK PERMIT REVOCATION APPEAL

Meeting Date: May 24, 2021

Agenda Section: Items from Mayor, Council
and City Manager

Department: Administration
www.cityofroseburg.org

Staff Contact: Larry Rich
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

Council will discuss how they would like to proceed with the request to appeal the City Manager's decision regarding a Livestock Permit revocation.

BACKGROUND

A. Council Action History.

Council has taken no action on this matter to date.

B. Analysis.

In June of 2020, Ashley Hicks gathered the required signatures from those living within 200 feet of her property and paid the fee to obtain a livestock permit.

In March 2021, Chief Klopfenstein notified Ms. Hicks that her livestock permit was being revoked per RMC 6.04.050.

On March 18, 2021, Ms. Hicks emailed the City Manager her appeal of the Chief's decision regarding her livestock permit. The appeal request was received within the required timeline and an appeal hearing was held April 6, 2021.

On April 26, 2021, the City Manager notified Ms. Hicks by email and mail that she would be upholding the decision of the Police Chief and re-instating the permit revocation.

On May 5, 2021, Ms. Hicks submitted her request to the City Council to hear her appeal regarding the City Manager's decision.

Per Roseburg, RMC 6.04.060(B), Ms. Hicks is allowed to keep her livestock during the appeal process.

C. Financial/Resource Considerations.

None.

D. Timing Considerations.

COUNCIL OPTIONS

Pursuant to RMC 6.04.060(G), Council has the following options:

- Decline to review the City Manager's decision; or
- Review the decision on the written record; or
- Invite oral argument before rendering a decision on the record

The decision of Council is final.

STAFF RECOMMENDATION

Staff has no recommendation

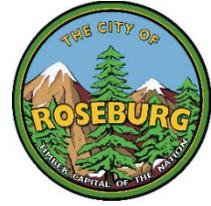
SUGGESTED MOTION

See Council Options above.

ATTACHMENTS:

None

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



CITY MANAGER ACTIVITY REPORT

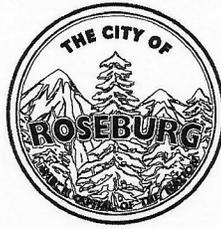
Meeting Date: May 24, 2021
Department: Administration
www.cityofroseburg.org

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 24, 2021 meeting, the following items are included:

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



Agenda
Department Head Meeting
Electronically via Zoom
May 11, 2021 - 10:00 a.m.

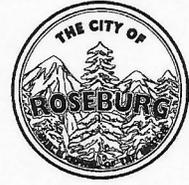
1. Welcome and Introduction of Communications Specialist Suzanne Hurt
2. IT Department Updates/Information
3. Budget Meeting Power Point Presentation Review
4. Review May 10, 2021 City Council Meeting Synopsis
5. May 24, 2021 City Council Meeting Agenda
6. Review Tentative Future Council Meeting Agendas
7. Documents, Events, or Grants to review and/or sign
 - A. Independence Day Celebration Parade Permit – July 3, 2021
8. Department Items
 - A. COVID Impacts, Changes, Numbers and/or Updates (NM)



Agenda
Department Head Meeting
Electronically via Zoom
May 17, 2021 - 10:00 a.m.

1. May 24, 2021 City Council Work Study Session Agenda
2. May 24, 2021 City Council Meeting Agenda
3. Review Tentative Future Council Meeting Agendas
4. Documents, Events, or Grants to review and/or sign
 - A. Graffiti Weekend Cruise – Outdoor/Parade Permit, July 10, 2021
 - B. Loudspeaker Permit – May 27, 2021
 - C. Temporary Gathering Permit – July 10, 2021
5. Department Items
 - A. COVID Impacts, Changes, Numbers and/or Updates (NM)
 - B. KMTR News Segment (SH)

TENTATIVE FUTURE COUNCIL AGENDA



Unscheduled

- Airport Fees for Fire Agency Services
- Crescent Street Vacation
- Parklet Update
- Umpqua Basin Urban Services Agreement

June 14, 2021

Special Meeting – TBD
City Councilor Interviews

Consent Agenda

- A. Minutes of May 24, 2021 Work Study Joint Meeting
- B. Minutes of May 24, 2021 Meeting

Public Hearing

- A. Resolution No. 2021-13 – 2021-2022 Budget Adoption
- B. Ordinance No. 3560 – Zone Change for Chi's Restaurant, First Reading
- C. Ordinance No. 3561 – Amending RMC Title 12 Land Use Development Regulation - Duplex Code Criteria, First Reading

Resolutions

- A. Resolution No. 2021-14 Budget Appropriation

Ordinances

- A. Ordinance No. 3558 – Granting a Telecommunication Franchise to SQF, LLC, Second Reading
- B. Ordinance No. 3559 – Granting a Small Cell Telecommunication Franchise to USCOC of Oregon RSA #5, Inc. (U.S. Cellular), Second Reading

Department Items

- A. 5-Year Pavement Management Plan

Informational

- A. City Manager Activity Report

Urban Renewal Agency Board Meeting

Consent Agenda

- A. Minutes of April 12, 2021

Public Hearing

- A. Resolution No. UR2021-02 – 2021-2022 Budget Adoption

June 28, 2021

Consent Agenda

- A. Minutes of June 14, 2021 Special Meeting
- B. Minutes of June 14, 2021 Regular Meeting

Ordinances

- A. Ordinance No. 3560 - Zone Change for Chi's Restaurant, Second Reading
- B. Ordinance No. 3561 - Amending RMC Title 12 Land Use Development Regulation - Duplex Code Criteria, Second Reading

Department Items

- A. Washington Avenue Bore Crossing (CM Services awarded with Design Contract)
- B. 2021 Storm CIPP Bid Award Recommendation

Informational

- A. City Manager Activity Report

July 12, 2021

Mayor Reports

- A. Parks and Recreation Month Proclamation

Special Presentation

- A. Roseburg Public Library RARE Participant Presentation by Katie Fischer

Consent Agenda

- A. Minutes of June 28, 2021

Department Items

- A. Fulton Shop Roof Bid Award Recommendation

Informational

- A. City Manager Activity Report
-

July 26, 2021

Consent Agenda

- A. Minutes of July 12, 2021

Public Hearing

- A. Resolution No. 2021--- - Roseburg Regional Business Education Program CDBG Grant Closeout

Resolutions

- A. Resolution No. 2021--- - Property Foreclosure Revolving Program Fund

Informational

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

August 9, 2021

Consent Agenda

- A. Minutes of July 26, 2021

Informational

- A. City Manager Activity Report
-

August 23 2021

Consent Agenda

- A. Minutes of August 9, 2021

Informational

- A. City Manager Activity Report
-

September 13, 2021

Mayor Reports

- A. Constitution Day and Week Proclamation

Consent Agenda

- A. Minutes of August 23, 2021

Informational

- A. City Manager Activity Report
-

September 27, 2021

Consent Agenda

- A. Minutes of September 13, 2021

Informational

- A. City Manager Activity Report
-

October 11, 2021

Consent Agenda

- A. Minutes of September 27, 2021

Informational

- A. City Manager Activity Report
-

October 25, 2021

Consent Agenda

- A. Minutes of October 11, 2021
- B. Cancellation of November 22, 2021 Meeting

Department Items

- A. 2021 Oregon Public Library Statistical Report

Informational

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

November 8, 2021

Consent Agenda

- A. Minutes of October 25, 2021
- B. Cancellation of December 27, 2021 Meeting

Informational

- A. City Manager Activity Report

Executive Session ORS 192.660(2)

- A. Municipal Court Judge Annual Performance Evaluation
-

December 13, 2021

Mayor Reports

- A. Municipal Court Judge Compensation

Consent Agenda

- A. Minutes of November 8, 2021

Informational

- A. City Manager Activity Report
-

January 10, 2022

Mayor Reports

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

Commission Reports/Council Ward Reports

- A. Election of Council President

Consent Agenda

- A. Minutes of December 13, 2021

Informational

- A. City Manager Activity Report

Friday Message May 7, 2021

- As of today, Douglas County is back in the “high” risk category for COVID-19 according to OHA. Unfortunately, this will affect our plans to re-open the library. Staff will continue to weigh options for hybrid or limited reopening.
- The Planning Commission met on Monday and had four agenda items; the site plan review for Winco Foods, a conditional use permit for Ash Springs Apartments, LUDR text amendments for the Middle Housing Code updates, and a zone change on Imbler Street.
- The Parks Commission met on Wednesday and forwarded a recommendation to Council to support submitting a grant application to construct mountain bike trails at Sunshine Park. The Commission also heard an update regarding the Gateway Community Garden in SE Roseburg.
- The Police Chief and I attended a Sobering Center steering committee meeting on Thursday. Good news - the containers that make up the bulk of the structure were delivered and set this week and the new manager for the Sobering Center has been hired and has started working. Opening date is slated for July.
- The board of the Umpqua Valley Development Corporation met virtually on Thursday to receive updates on the Med Ed project. The vision of the project has changed slightly. Instead of seeking one educational partner, the board envisions having a facility where multiple education partners could provide degree and/or certificate programs. Linda Samek has joined the project as an employee to UVDC. Linda has recently retired from George Fox University and has been closely involved with the project as part of GFU’s team. We are excited to have her aboard.
- Also on Thursday, the Southern Oregon Economic Recovery Team received a brief update from Alex Campbell on new guidance related to indoor recreation and fitness centers and the adoption of “permanent” OSHA rules related to workplace safety and COVID.
- The proposed budget and accompanying PowerPoint presentation have been made available to the Budget Committee members. If you have any questions, please forward them to Ron Harker at rharker@cityofroseburg.org.
- Meetings next week (virtual via Zoom):
 - City Council – Monday, 5/10 @ 7:00 p.m.
 - Budget Committee – Tuesday, 5/11 @ 7:00 p.m. (and consecutive nights as needed)
 - Public Works Commission – Thursday, 5/13 @ 3:30 p.m.