

ROSEBURG CITY COUNCIL AGENDA – MARCH 11, 2024
City Council Chambers, City Hall
900 SE Douglas Avenue, Roseburg, Oregon 97470



LM
3-7-2024

Public Online Access:

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

Facebook Live at www.Facebook.com/CityofRoseburg

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

7:00 p.m. Regular Meeting

1. Call to Order – Mayor Larry Rich

2. Pledge of Allegiance

Roll Call

Tom Michalek

Andrea Zielinski

Kylee Rummel

David Mohr

Ellen Porter

Ruth Smith

Patrice Sipos

Shelley Briggs Loosley

3. Mayor Reports

A. New City Recorder Introduction – Amy Nytes

B. American Red Cross Month Proclamation – Judi Mahoney

4. Commission Reports/Council Ward Reports

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

6. Special Presentations

A. Urban Growth Boundary Swap Status Update

7. Consent Agenda

A. February 26, 2024 Regular Meeting Minutes

8. Ordinances

A. Ordinance No. 3599 – An Ordinance Granting a Franchise to Charter Communications for the Purposes of Providing Cable Television Services, Effective June 1, 2024, First Reading

9. Resolutions

A. Resolution No. 2024-06 – A Resolution Authorizing and Supporting an Oregon Parks & Recreation Department Local Government Grant Application

10. Department Items

A. 225 Bogard Street

11. Items from Mayor, City Council and City Manager

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

Comments may be provided in one of three ways:

- **IN PERSON during the meeting in the Council Chambers, Roseburg City Hall, 900 SE Douglas Ave.**
 - Each speaker must provide their name, address, phone number and topic on the Audience Participation Sign-In Sheet.
 - **VIA EMAIL by sending an email by 12:00 p.m. the day of the meeting to info@cityofroseburg.org.**
 - These will be provided to the Council but will not be read out loud during the meeting. Please include your name, address and phone number within the email.
 - **VIRTUALLY during the meeting. Contact the City Recorder by phone (541) 492-6866 or email (info@cityofroseburg.org) by 12:00 p.m. the day of the meeting to get a link to the meeting.**
 - Each speaker must provide their name, address, phone number and topic in the email. Speakers will need to log or call in prior to the start of the meeting using the link or phone number provided. When accessing the meeting through the ZOOM link, click “Join Webinar” to join the meeting as an attendee. All attendees will be held in a “waiting room” until called on to speak. It is helpful if the speaker can provide a summary of their comments via email to ensure technology/sound challenges do not limit Council’s understanding.
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- 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.”
1. Speakers will be called by the Mayor in the order in which they signed up. The Mayor will generally call in-person speakers prior to calling speakers participating via Zoom. Each virtual speaker will be transferred from the “waiting room” into the meeting to provide comments, then moved back to the “waiting room” upon completion of their comments.
 2. Persons addressing the Council in person or virtually must state their name and city of residence for the record.

TIME LIMITATIONS - A total of 30 minutes shall be allocated for the “Audience Participation” portion of the meeting. With the exception of public hearings, each speaker will be allotted a total of 6 minutes, unless the number of speakers will exceed the maximum time. In this case, the Mayor may choose to decrease the allotted time for each speaker in order to hear from a wider audience. All testimony given shall be new and not have been previously presented to Council.

Audience Participation is a time for the Mayor and Council to receive input from the public. The Council may respond to audience comments after “Audience Participation” has been closed or during “Items from Mayor, Councilors or City Manager” after completion of the Council’s business agenda. The Council reserves the right to delay any action requested until they are fully informed on the matter.

ORDER AND DECORUM

Councilors and citizens shall maintain order and decorum at Council meetings. Any audience member may be directed to leave the meeting if they use unreasonably loud, disruptive, or threatening language, make loud or disruptive noise, engage in violent or distracting action, willfully damage furnishings, refuse to obey the rules of conduct, or refuse to obey an order of the Mayor or majority of Council. No signs, posters or placards are allowed in the meeting room.

All speakers and audience members should treat everyone with respect and maintain a welcoming environment. Please avoid actions that could be distracting such as cheering, booing, or applause. Please turn cell phones to silent and enter and exit the Council Chambers quietly if the meeting is in progress and take any conversations outside the Chambers.

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>

PROCLAMATION

CITY OF ROSEBURG, OREGON

RED CROSS MONTH

WHEREAS: In times of crisis, people in Roseburg come together to care for one another. This humanitarian spirit is part of the foundation of our community and is exemplified by American Red Cross Cascades Region volunteers and donors.

WHEREAS: In 1881, Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating people's suffering. Today, more than 140 years later, we honor the kindness and generosity of Red Cross volunteers here in Roseburg, Oregon, who continue to carry out Clara's lifesaving legacy. They join the millions of people across the United States who volunteer, give blood, donate financially or learn vital life-preserving skills through the Red Cross.

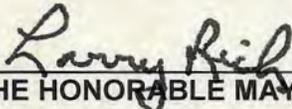
WHEREAS: Today, kindhearted individuals in our community exemplify Barton's commitment as they step up through the Southwest Oregon Chapter to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting military families, veterans and caregivers through the unique challenges of service; saving lives with first aid, CPR and other skills; or delivering aid and reconnecting loved ones separated by global crises.

WHEREAS: Their work to prevent and alleviate human suffering is vital to strengthening our community's resilience. We dedicate this month of March to all those who continue to advance the noble legacy of American Red Cross founder Clara Barton, who lived by her words, "You must never think of anything except the need, and how to meet it." We ask others to join in this commitment to give back in our community.

NOW, THEREFORE, I, Larry Rich, Mayor of the City of Roseburg, do hereby proclaim March 2024 to be

RED CROSS MONTH

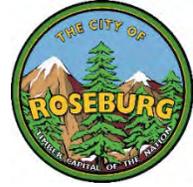
DATED this 11th day of March 2024.



THE HONORABLE MAYOR LARRY RICH



ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



URBAN GROWTH BOUNDARY (UGB) SWAP STATUS UPDATE

Meeting Date: March 11, 2024
Department: Community Development
www.cityofroseburg.org

Agenda Section: Special Presentation
Staff Contact: Stuart Cowie
Contact Telephone Number: 541-492-6750

ISSUE STATEMENT AND SUMMARY

We have recently submitted our UGB Swap application to the Oregon Department of Land Conservation and Development and the Douglas County Planning Department for their official review. The purpose of this presentation is to give Council a status update concerning the application and the necessary state and local land use criteria it must address. We will also provide Council with information concerning the approval process, which consists of a series of public hearings before both the City and County Planning Commissions, City Council and the Board of County Commissioners. This presentation is for information purposes only. No decisions will be made.

BACKGROUND

A. Council Action History.

On September 24, 2018, City Council held a work study session initiating the UGB Swap process.

On January 13, 2020, City Council adopted Resolution 2020-01, creating goals and action items for the City of Roseburg for 2020-2022. Pursuing the UGB Swap is an action item listed under the goal to develop and implement policies to enhance housing opportunities.

B. Analysis.

As you are aware, the City of Roseburg has been trying to expand its UGB toward the Charter Oaks area, west of the city limits, for many years. Different approaches have been tried, but each attempt has been unsuccessful. Six years ago, the City was approached by two land owners seeking to have their property removed from the City limits due to significant development constraints. The City looked at this request as an opportunity to re-evaluate the possibility of a new attempt at adjusting the UGB. Unlike previous attempts, which required significant population growth, this time the City plans to utilize the option of an "Urban Growth Boundary Exchange," also commonly referred to as a UGB Swap. This process includes removing the constrained land from the UGB and exchanging it for an equivalent amount of property in Charter Oaks.

In order to be successful, the City had a number of hurdles to jump before an application could be submitted. These hurdles have included a significant amount of coordination with outside organizations like the Roseburg Urban Sanitary Authority (RUSA), the Douglas County Planning Department, and the Oregon Department of Land Conservation and Development (DLCD). It has involved the City updating long-range planning documents concerning its Housing Needs Analysis (HNA) and Buildable Lands Inventory. It has required a major analysis of the existing UGB to evaluate other possible areas of expansion and to determine whether Charter Oaks is still the most viable option for the new UGB. It has involved new studies being completed, including a Traffic Impact Study, to determine the effects of future traffic to the area and a storm-water feasibility analysis, to determine potential storm-water drainage concerns. It has required detailed analysis of the City's Comprehensive Plan and the Statewide Planning Goals. It has involved purchasing property for future right-of-way expansion and substantial communication with key stakeholders and members of the public, specifically within the Charter Oaks area.

Upon completion of each of these items, the City is now pleased to announce that we have submitted our application to both DLCD and Douglas County for their official review. We have created a special webpage on the City's website devoted to the UGB Swap, with general information, as well as a link to a copy of the application, a list of future meeting dates, and an area where you can sign up for e-mail updates. You can review our webpage and application at the following link:

<https://www.cityofroseburg.org/departments/community-development/special-projects/ugb>

Developing and implementing policies to enhance housing opportunities has been a primary goal of the Roseburg City Council since 2016. The objective of the UGB Swap is to increase residential development capacity in order to meet Roseburg's housing needs.

An open house was recently scheduled for Tuesday, April 16, 2024, at 7 p.m. in the Ford Room at the Roseburg Public Library. The first public hearing before the Roseburg Planning Commission and Douglas County Planning Commission is tentatively scheduled for Monday, May 6, 2024, at 6 p.m. in the Council Chambers at Roseburg City Hall.

The City is currently creating a notification that will be mailed to all property owners within the Charter Oaks area, as well as property owners surrounding the Serafin and Atkinson properties. This notification will be mailed out to each property owner later during the month of March. The notice will provide information about the UGB Swap, direct individuals to our webpage, and make them aware of our upcoming meetings and public hearings. Individuals who have already provided their e-mail address for notifications will be sent a similar electronic version of the notice when our physical notices are mailed out in March.

C. Financial/Resource Considerations.

N/A

D. Timing Considerations.

N/A

COUNCIL OPTIONS

N/A

STAFF RECOMMENDATION

N/A

SUGGESTED MOTION

No motion needed. This is for information purposes only.

ATTACHMENTS:

Attachment #1 – 09/24/18 City Council Work Study Summary – UGB Swap

Attachment #2 – 09/24/18 Minutes of the City Council Work Study Meeting

Attachment #3 – Resolution 2020-01 – Goals and Action Items for 2020-2022



ROSEBURG CITY COUNCIL WORK STUDY SUMMARY

URBAN GROWTH BOUNDARY SWAP

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

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

ISSUE STATEMENT AND SUMMARY

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

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

What

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

When

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

By 1994, Douglas County and the City developed an Urban Growth Management Agreement in order to guide development for areas outside the City limits but inside the UGB. Section 10.1 of the Urban Growth Management Agreement identifies Charter Oaks as an Area of Mutual Interest outside of the UGB for the purpose of establishing a process for the provision of urban services and future urbanization.

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

Where

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

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

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

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

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

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

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

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

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

Who

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

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

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

Why (Choose Charter Oaks)

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

How

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

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

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

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

**MINUTES OF THE WORK STUDY MEETING
OF THE ROSEBURG CITY COUNCIL
SEPTEMBER 24, 2018**

Mayor Larry Rich called the Work Study meeting of the Roseburg City Council to order at 6:36 p.m. on September 24, 2018 in the City Hall Council Chambers, 900 SE Douglas Avenue, Roseburg, Oregon.

ROLL CALL

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

Absent: Councilor Andrea Zielinski.

Others Present: City Manager Lance Colley, City Recorder Amy Sowa, City Attorney Bruce Coalwell, Community Development Director Stuart Cowie, Human Resources Director John VanWinkle, Public Works Director Nikki Messenger, Finance Director Ron Harker, Library Director Kris Wiley, Police Chief Gary Klopfenstein, Fire Chief Gary Garrisi, Management Assistant Koree Tate, Management Assistant Shy Chapman, Carisa Cegavske of the News Review and Kyle Bailey of KQEN.

URBAN GROWTH BOUNDARY SWAP

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

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this is currently not possible as the sites are outside the UGB. Preliminary estimates put developable residential acreage in the area at about 169 acres. Removal of unserviceable acreages and annexing in the Charter Oaks UGB Expansion Area would allow the city to incorporate additional acreage ready for development at urban levels while maintaining its UGB at current size. The area determined to be least constrained by slopes, and most fit for water and sewer improvements during future UGB expansion was Charter Oaks. Containing approximately 169 acres, admittedly with floodplain overlay, but gentle slopes, Charter Oaks represents a large portion of needed property suitable for single-family residential development.

Statewide Planning Goals, administered by the Department of Land Conservation and Development (DLCD), were put in place to limit urban expansion into rural properties and as such expanding an Urban Growth Boundary is an arduous process. Fortunately, the proposal represents a swap with no net increase in acreage density, rather than just a request to expand the UGB. UGB's represent a good guess at which lands can be developed at urban levels, but are never perfect. DLCD recognizes that with new studies and projected growth, cities should determine for themselves where that growth takes place.

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Mr. Colley added this project would require many steps beginning with communication and public meetings to work with residents in the area. Mr. Coalwell confirmed this would take a lot of staff time, going before the Planning Commission and then coming back to Council. He asked Council to abstain from discussing information publicly to ensure transparency with the process.

Councilor Hicks asked why the Ramp Canyon area was not chosen since it would be near the recently adopted Diamond Lake Urban Renewal area. Mr. Cowie explained Ramp Canyon was not chosen during previous research. Much of the area is sloped and the City ultimately decided to go a different direction that provided more usable land for housing development. Mr. Colley added the Charter Oaks area was the highest value of property, which helped with the decision. Councilor Hicks was concerned the area would further exacerbate traffic congestions and deteriorate the roadways.

In response to Councilor Kaser, Mr. Cowie stated the first step is to start with public input by holding neighborhood meetings. It is important to provide citizens with all necessary information regarding their potential impact. In response to further questions, Mr. Cowie explained the residents within the UGB pay County taxes and would end up paying City taxes once annexed. The goal is to annex people logically, providing an extension of services and increasing housing opportunities for the current needs of the area. Councilor McDonald expressed this was a golden window and the City should take advantage of the opportunity.

Mr. Cowie concluded that fortunately, Sutherlin just completed a similar and successful UGB Swap and will be a resource to pattern after for the upcoming process. Council agreed and directed Staff to proceed with the outline given for taking the necessary steps for a potential UGB Swap.

ADJOURN

The meeting adjourned at 7:15 p.m.

Koree Tate
Management Assistant

RESOLUTION NO. 2020-01

A RESOLUTION ADOPTING THE GOALS AND ACTION ITEMS FOR THE CITY OF ROSEBURG FOR 2020-2022.

WHEREAS, goals set forth the City's vision, goals and objectives; and

WHEREAS, action items provide guidance to Staff in addressing the Council goals; and

WHEREAS, the Roseburg City Council met to consider goals and action items; and

WHEREAS, the Roseburg City Council wants to provide leadership and direction for Staff for the next three calendar years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG that the following goals and action items are hereby adopted. This Resolution shall become effective immediately upon its adoption.

- 1. Develop and implement policies to enhance housing opportunities**
 - Prioritize recommendations from the Housing Needs Analysis
 - Implement House Bill HB 2001 provisions
 - Pursue Urban Growth Boundary Swap
 - Continue Urban Renewal Multi-Family Housing Incentives

- 2. Implement transportation funding policies to meet identified community needs**
 - Adopt updated Transportation System Plan
 - Actively participate in local ODOT studies
 - Develop a strategy to pursue state/federal funding for Garden Valley and Harvard Avenue
 - Update Pavement Management Program
 - Identify options for additional local funding
 - Identify matching fund requirements for the next five years at the airport
 - Coordinate with UTRANS – identify underserved areas and opportunities for expansion

- 3. Enhance community livability and public safety**
 - Develop a City Communications Plan/Strategy
 - Consider increased use of security cameras overlooking public property
 - Work with school district regarding roles of School Resource Officers
 - Identify opportunities to expand library programs and services
 - Work with partners to improve existing parks and recreation facilities

- 4. Take a proactive role in community economic development and revitalization**
 - Support effort to construct the Allied Health College
 - Support efforts to increase tourism
 - Continue to support and evaluate the efforts of the Partnership
 - Look for opportunities to engage the Roseburg Area Chamber
 - Develop additional Urban Renewal incentive programs

- Continue to support and evaluate the Downtown Roseburg Association
- Enhance aesthetics of the river and encourage recreational and business opportunities for development

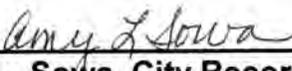
5. Update and implement the City's Emergency Preparedness Plan

- Improve community awareness
- Improve organization's preparedness
- Analyze critical infrastructure and prioritize needed improvements
- Collaborate with Community Partners on critical incident/disaster preparedness
- Improve employees' home preparedness to increase ability to respond

6. Explore strategies to address issues related to unhoused individuals within the community

- Identify City's proactive role in the unhoused crisis
- Communicate with organizations on their efforts to help the unhoused
- Continue participation/support for LPSCC & Sobering Center
- Work with ADAPT towards sustainable funding for crisis intervention
- Streamline process for lien/tax foreclosures and partner with developers of low income/government subsidized housing to create affordable housing

**ADOPTED BY THE ROSEBURG CITY COUNCIL AT ITS REGULAR MEETING
ON THE 13TH DAY OF JANUARY 2020**



Amy L. Sowa, City Recorder

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL MEETING
February 26, 2024**

Mayor Rich called the regular meeting of the Roseburg City Council to order at 7:01 p.m. on February 26, 2024 in the City Hall Council Chambers, 900 SE Douglas Avenue, Roseburg, Oregon.

1. Pledge of Allegiance

Council President Mohr led the pledge of allegiance.

2. ROLL CALL

Present: Councilors Tom Michalek, David Mohr, Ellen Porter (via zoom), Kylee Rummel, Patrice Sipos, Ruth Smith, Shelley Briggs Loosley, and Andrea Zielinski

Absent: None

Others: City Manager Nikki Messenger, City Attorney Jim Forrester, Police Chief Gary Klopfenstein, Fire Chief Tyler Christopherson, Community Development Director Stuart Cowie, Human Resources Director John VanWinkle, Library Director Kris Wiley, Public Works Director Dawn Easley, Finance Director Ron Harker, City Recorder Patty Hitt, Management Assistant Grace Jelks, City Auditor Jeff Cooley, and The News Review – Reporter, Drew Winkelmaier

3. Mayor Reports

A. Harker and Messenger presented 2022 GFOA Certificate of Achievement for Excellence in Annual Comprehensive Financial Reporting (ACFR) and 2022 GFOA Award for Outstanding Achievement in Popular Annual Financial Reporting (PAFR). Discussion ensued.

Mayor Rich's comments and questions included how long the City has been producing the Popular Annual Financial Report.

Harker clarified that the PAFR started eight (8) years ago and that you have to win the award for the ACFR to be eligible for the PAFR award.

The Council took a moment to thank Harker and Staff for their hard work and winning the awards.

B. Klopfenstein gave an update on the 2024 Optimist Club Officer of the year awardee, Officer Jerry De La Fuente.

The Council took a moment to honor Officer De La Fuente.

4. Commission Reports/Council Ward Reports

Councilor Briggs Loosley gave an update on February 26, 2024 Homeless Commission meeting.

- A. Councilor Sipos presented the Economic Development Commission Appointments.

Councilor Sipos moved to appoint Joel Goodwillie, Theresa Haga, and Sarah Everman to the Economic Development Commission. The motion was seconded by Councilor Briggs Loosley and approved with the following vote: Councilors Briggs Loosley, Michalek, Mohr, Porter, Rummel, Sipos, Smith and Zielinski voted yes. No Councilors voted no. The motion passed unanimously.

- B. Councilor Smith and Sipos gave an update on Downtown Parking. Discussion ensued.

The Downtown Parking discussion group has met several times and agreed to submit information for Staff to review by March 6, 2024. Some items being considered are a parking app, additional short-term parking, and to review the parking enforcement contract.

5. Audience Participation

- A. Liam Bean, former employee, spoke about housing affordability.
- B. Nikki Mendenhall, business owner, spoke in opposition of the Bogard Street property.
- C. Rebecca Zwiefelhofer, resident, spoke in opposition of the Dream Center property.
- D. Brian Tinker, resident, spoke in opposition of the Bogard Street property.
- E. Peggy Guido, property owner, spoke in opposition of the Bogard Street property.
- F. Sara Walker, resident, spoke in opposition of the Bogard Street property.
- G. Ken Deatherage, business owner, spoke about downtown parking issues.

6. Special Presentations

- A. Harker and Cooley presented the Annual Comprehensive Financial Report (ACFR).
- B. Harker presented the Quarterly Report Ending December 31, 2023.
- C. Harker presented the 2024-2025 Budget Calendar.

7. Consent Agenda

- A. February 12, 2024 Regular Meeting Minutes.
- B. OLCC – New Outlet – McClendon’s Old Fashioned Meats, LLC at 930 W. Harvard Ave.

Council President Mohr moved to approve the consent agenda. The motion was seconded by Councilor Zielinski and approved with following vote: Councilors Briggs Loosley, Michalek, Mohr, Porter, Rummel, Sipos, Smith and Zielinski voted yes. No Councilors voted no. The motion passed unanimously.

8. Ordinances

- A. Ordinance No. 3599 – An Ordinance Granting a Franchise to Charter Communications for the Purpose of Providing Cable Television Services, Effective June 1, 2024, First Reading.

This item was removed from the agenda and will be brought back to the Council at a date to be determined.

9. Resolutions

- A. Hitt presented Resolution No. 2024-05 – A Resolution Approving a Tax Exemption for Sunshine Park Apartments located at 152 Sunshine Road. Discussion ensued.

Councilor Michalek's comments and questions included the property manager's concern regarding law enforcement response time and unpaid rent.

Messenger clarified that the tax assessor makes the determination of the assessed taxable value and that emergency services are provided to that location regularly.

Council President Mohr moved to adopt Resolution No. 2024-05 – A Resolution Approving a Tax Exemption for Sunshine Park Apartments located at 152 Sunshine Road. The motion was seconded by Councilor Briggs Loosley and approved with following vote: Councilors Briggs Loosley, Mohr, Porter, Rummel, Sipos, Smith and Zielinski voted yes. Councilor Michalek voted no. The motion passed (7-1).

10. Department Items

- A. Harker presented Providing Interim Cash Flow Financing. Discussion ensued.

Councilor Michalek's comments and questions included whether the deficit has improved.

Councilor Briggs Loosley comments and questions included the timing of the next arrearage.

Council President Mohr's comments and questions included whether the changes to the ticketing process that was reported in The News Review will make an impact.

Harker clarified that the deficit remains unchanged and that the additional support will last approximately three or four months.

Forrester clarified there was an update to the appeal process for tickets and the potential impact is unknown at this time.

Messenger clarified that a step was removed from the appeal process to reduce confusion and streamline the process. This will impact customer experience but not revenue.

Council President Mohr moved to authorize the use of \$50,000 of ARPA Funds to provide cash flow assistance for the Off Street Parking Fund. The motion was seconded by Councilor Zielinski and approved with following vote: Councilors

Briggs Loosley, Michalek, Mohr, Porter, Rummel, Sipos, Smith and Zielinski voted yes. No Councilors voted no. The motion passed unanimously.

- B. Christopherson presented the MedCom Intergovernmental Agreement Withdrawal. Discussion ensued.

Councilor Sipos' comments and questions included clarification of the assets and money in the checking account.

Mayor Rich's comments and questions included next steps in the withdrawal process, whether the County Commissioners still have to vote, and whether medical supplies have to be divided and disbursed.

Christopherson clarified that the money in the checking account was from memberships, that money will now go directly to the Central Douglas County Fire Authority, approval by the Council tonight completes the withdrawal process, memberships and response times will not be affected, and division of supplies or operations is not necessary.

Messenger clarified that the Commissioners do not need to vote on the withdrawal and the FireMed membership program will continue.

Councilor Sipos moved to authorize the withdrawal from the MedCom Authority Agreement with Douglas County Fire District 2. The motion was seconded by Councilor Zielinski and approving with the following vote: Councilors Briggs Loosley, Michalek, Mohr, Porter, Rummel, Sipos, Smith and Zielinski voted yes. No Councilors voted no. The motion passed unanimously.

11. Items from Mayor, City Council, and City Manager

Council President Mohr suggested that the Council schedule the next Council Goal Setting session.

Messenger will contact the mediator to discuss scheduling the session and report back to the Council.

Councilor Zielinski shared that Friends of Umpqua Valley Police K9 Programs will host a Hops for K9 Cops event on Sunday, March 10, 2024, beginning at 2:00 p.m. at Backside Brewing.

12. Adjourn

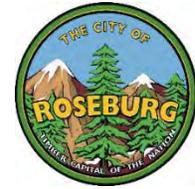
Mayor Rich adjourned the regular meeting at 8:33 p.m.

Grace Jelks

Grace Jelks

Management Staff Assistant

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



ORDINANCE NO. 3599 GRANTING A FRANCHISE TO CHARTER COMMUNICATIONS FOR THE PURPOSES OF PROVIDING CABLE TELEVISION SERVICES, EFFECTIVE JUNE 1, 2024

Meeting Date: March 11, 2024
Department: Administration
www.cityofroseburg.org

Agenda Section: Ordinances
Staff Contact: Amy Nytes, City Recorder
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

Spectrum Pacific West, LLC, locally known as Charter Communications, has requested a new franchise agreement to provide cable television services within the City of Roseburg. The issue for the Council is whether to hear first reading of the attached ordinance granting a franchise agreement.

BACKGROUND

A. Council Action History.

On May 12, 2014, the Council adopted Ordinance No. 3429 which granted a ten year franchise for cable television services to Charter Communications.

B. Analysis.

Spectrum Pacific West, LLC, locally known as Charter Communications, currently holds a cable franchise with the City. The current franchise will expire May 31, 2024. Charter Communications has substantially complied with the terms of its current franchise and applicable provisions of the Roseburg Municipal Code and has the financial, legal and technical ability to continue to provide services, the facilities and equipment necessary to meet the future cable-related needs of the community.

C. Financial/Resource Considerations.

The franchise agreement requires Charter Communications to pay a franchise fee of 5% of the gross revenues derived from customers within the City. For last fiscal year the amount was \$147,494.

D. Timing Considerations.

The current franchise agreement expires May 31, 2024. Approval will allow for an agreement to be in place prior to the expiration of the current agreement.

COUNCIL OPTIONS

Council has the following options:

- Proceed with the 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.

SUGGESTED MOTION

No action required, just first reading of the ordinance.

ATTACHMENTS:

Attachment #1 – Ordinance #3599

Attachment #2 – Charter Franchise Agreement

ORDINANCE NO. 3599

AN ORDINANCE GRANTING A FRANCHISE TO CHARTER COMMUNICATIONS FOR THE PURPOSES OF PROVIDING CABLE TELEVISION SERVICES, EFFECTIVE JUNE 1, 2024

WHEREAS, Spectrum Pacific West, LLC, locally known as Charter Communications, currently holds a cable franchise with the City of Roseburg, Oregon, granted by Ordinance 3429, to operate and maintain a cable television system in the City; and

WHEREAS, the current Franchise expires May 31, 2024. Charter Communications has substantially complied with the terms of its current franchise and applicable provisions of the Roseburg Municipal Code and has the financial, legal and technical ability to provide services, and the facilities and equipment necessary to meet the future cable-related needs of the community;

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

SECTION 1. The Franchise Agreement attached hereto as Exhibit 1 is hereby approved.

SECTION 2. The City Manager is hereby authorized to execute the Franchise Agreement.

SECTION 3. Within thirty (30) days of the passage of this ordinance, Charter Communications shall sign a copy of this ordinance in the space below and indicate its unconditional acceptance of the terms and conditions upon which the City has offered the Franchise. Failure to accept the Franchise within thirty (30) days shall void this ordinance and have no force or effect.

SECTION 4. This Franchise is granted pursuant to Chapter 9.10 of the Roseburg Municipal Code, entitled "Cable Television Services" and shall be interpreted to include all provisions of Chapter 9.10 as they presently exist, unless excluded in Exhibit 1, and all other provisions of the Roseburg Municipal Code and City regulations with which the Franchise or Chapter 9.10 requires compliance, as if set forth in writing herein.

SECTION 5. Provided Charter Communications has accepted this ordinance and the Franchise attached hereto in accordance with Section 3 of this ordinance, the new Franchise shall become effective June 1, 2024 and expire on May 31, 2034 as provided in Section 14.14 of said Franchise.

ADOPTED BY THE ROSEBURG CITY COUNCIL THIS ____ DAY OF _____, 2024.

APPROVED BY THE MAYOR THIS ____ DAY OF _____, 2024.

LARRY RICH, MAYOR

ATTEST:

AMY NYTES, CITY RECORDER

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Roseburg of Oregon hereinafter referred to as the “Grantor” and Spectrum Pacific West, LLC locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1
Definition of Terms

1.1 Definitions. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- B. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- C. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system, and which is capable of delivering a television channel.
- D. “Council” shall mean the governing body of the Grantor.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment, and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct, operate and maintain a Cable System along the public ways within the Franchise Area.
- H. “Franchise Area” shall mean the geographic boundaries of the Grantor and shall include any additions thereto by annexation or other legal means.
- I. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees or the franchise fee; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Public Way” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area-
- L. “RMC” shall mean the Roseburg Municipal Code.
- M. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system.
- N. “State” shall mean the State of Oregon.
- O. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Public Ways, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be

construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for a term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 14.14.

2.3 Police Powers. The Grantee agrees to comply with any lawfully adopted generally applicable local ordinances, standards and specifications, to the extent said provisions do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this Franchise. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance, regulation, standard or specification that is not generally applicable, this Franchise shall control.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction, operation, or maintenance of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the acts or omissions of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) business days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$2,000,000 per occurrence, \$4,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$2,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$2,000,000 per occurrence

- B. The Grantor shall be added as an additional insured to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex, or any other personal characteristic protected by law from discrimination.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least thirty-five (35) residences per linear strand mile of aerial cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

6.2 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within ten (10) business days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the ten day period, the cost of new trenching is to be borne by Grantee.

6.4 Annexation. In the event the Grantor modifies the Franchise Area by annexation or any other means, the Grantor shall provide written notice to the Grantee within 10 days of adoption of the annexation ordinance. The Grantor shall also notify Grantee of all new street address assignments or changes within the Franchise Area. Said notice shall be in writing to the address set forth below by U.S. certified mail, return receipt requested or as consistent with state law. Upon request, Grantor shall provide address files and maps in digital format if available. Grantee shall begin to collect franchise fees from Subscribers in any annexed area upon the effective date of the annexation ordinance. Grantee shall not be obligated to collect and remit franchise fees until such notice and information has been received by Grantee.

All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.7 with a copy to the Director of Government Affairs within ten (10) business days.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code, and with generally applicable federal, state and local codes.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to, the antenna site, head-end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices, generally applicable building codes,

Grantor's published standards and specifications, and ordinances of Grantor pertaining to construction in the Right of Way. All work shall be performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time.

SECTION 8 **Conditions on Occupancy of the Public Way**

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits, and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public way provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions. Grantor's light poles are not utility poles.

8.2 Underground Construction. All newly constructed facilities of the Grantee shall be installed in accordance with RMC 4.02.080. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, with the Public Works Director's authorization pursuant to said RMC provision, the Grantee may install its facilities aerially with the understanding that at such time as the Grantor requires the existing aerial facilities to be placed underground, the Grantee shall likewise place its facilities underground at its own expense, provided that Grantor also requires telephone and electric utilities to go underground as well. However, in the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Public Way within the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Public Way. The Grantee shall adhere to all building and zoning codes, and Grantor's published standards and specifications, currently or hereafter applicable to construction, operation or maintenance of the Right of Way and shall pay any generally applicable permit fees. Such codes shall be of general applicability and shall be uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area to the extent such uniform and consistent application is consistent with state law.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely

to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public, which may include but not be limited to placing a temporary asphalt patch, installing a trench plate or making other temporary repairs until the Street is restored. Grantee shall, at its own expense, restore any damage or disturbance caused to the Public Way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Public Way immediately prior to such damage or disturbance and as may be required by Grantor's ordinances, codes, and Grantor's published standards and specifications pertaining to restoration of Public Ways. If Grantee fails to restore the Public Way within the time required by its permit, ordinance or generally applicable policy, or such longer time provided by the Grantor in the event weather or other events beyond Grantee's control prevent restoration necessary to return the Public Ways to their pre-work condition, Grantor may, after providing prior written notice of at least ten (10) working days to Grantee, restore the Public Way and bill Grantee for the costs of such restoration and may also assess a penalty in accordance with RMC 4.02.170. Notwithstanding the notice provisions in the preceding sentence, if Grantee leaves the Public Way in a condition that violates the terms of its permit and creates an imminent danger of physical injury to persons or substantial damage to property, Grantor may immediately take such steps as are necessary to reduce the risk of harm, remove the dangerous condition or restore the Public Way after making such efforts to contact Grantee as are reasonable under the circumstances. Grantee shall reimburse Grantor for the costs of such repair or restoration within ninety (90) days following receipt of an itemized invoice by Grantor, along with an explanation of the basis for the Grantor's determination that emergency restoration action was required.

8.6 Removal in Emergency. Whenever, in case of fire or other emergency or disaster, it becomes necessary in the judgment of the Grantor to remove or damage any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities. All tree trimming shall be performed in a manner that avoids or minimizes damage to the tree and shall comply with any applicable regulations of Grantor.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

SECTION 9 **Service and Rates**

9.1 Customer Service Requirements. Grantee shall comply with the customer service standards set forth in Sections 76 of the FCC Rules and Regulations.

9.2 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.3 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address, and local telephone number. Grantee shall give the Grantor thirty (30) days’ notice of any changes in rates in accordance with applicable law.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee’s rights under Section 14.2 of this Franchise.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. Grantee shall continue to collect and pay franchise fees under the former Franchise in the interim period and ending sixty (60) days after the Effective Date of this Franchise. In the event any other cable franchise or authorization to

provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be six (6) years from the date on which payment by the Grantee was due. If any undisputed Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

10.5 Audit. Upon thirty (30) days written notice to the Grantee, the Grantor shall have the right to audit the books and records of Grantee to determine whether the Grantee has paid franchise fees owed. If there is a dispute as to whether a particular item of revenue is within the scope of the term "Gross Revenues" and Grantee withholds revenue records on the ground that the revenues are not subject to the franchise fee, Grantee agrees that it will provide a certified statement describing the nature of the revenues contained in the records withheld. Said audit shall be conducted no more than once annually, and the audit period shall not be any greater than the previous six (6) years. The audit shall not last longer than six (6) months. Any undisputed amounts due to the Grantor as a result of the audit shall be paid within sixty (60) days following written notice to the Grantee by the Grantor, which notice shall include a copy of the audit findings.

SECTION 11 **Transfer of Franchise**

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records

12.1 Records Required. The Grantee shall at all times maintain a full and complete set of plans, records and strand maps in digital format if available, showing the location of the Cable System.

12.2 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided that Grantee shall retain books and records relevant to the payment of the Franchise Fee for a period of six (6) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13
Enforcement or Revocation

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

- A. If Grantee notifies Grantor that it will take more than thirty (30) days to remedy the violation, Grantor shall decide, within ten (10) days of the notice from Grantee and after informal consultation with Grantee, whether Grantor agrees that the proposed steps and time line are reasonable. If Grantor does not agree that Grantee's proposed remedy of the violation is reasonable, Grantor shall notify Grantee that it may treat the continued violation as a default if Grantee does not remedy the noncompliance within a specified time.

- B. Notwithstanding the foregoing provisions of this Subsection 13.2, if Grantor deems that the noncompliance creates a safety hazard, Grantor shall so notify Grantee, and Grantee shall remedy the safety hazard as soon as possible, not to exceed 24 hours.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 14.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within thirty (30) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

For purposes of the hearing(s) described in Subsection 13.3 and 13.5, the parties may mutually agree to designate a person to preside at the hearing(s) and to prepare a recommended decision for the Council under such terms as the Council may prescribe.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

The remedies described in this Subsection 13.4 are cumulative, and Grantor may pursue one or more of them in its sole discretion.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have thirty (30) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke

the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 13.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise and notice of a request from Grantor, Grantee shall remove the Cable System from the Public Ways of the Grantor within one year of the date of Grantor's request. If Grantee abandons the Cable System in place without Grantor having requested it to do so, Grantor may remove the Cable System, and Grantee shall pay Grantor the reasonable costs of such removal.

SECTION 14 **Miscellaneous Provisions**

14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise.

14.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.5 Equal Protection.

- A. If the Grantor lawfully grants a franchise to any entity to use the Public Way for the construction, operation and maintenance of any communications facility that offers services substantially equivalent to the services offered by Grantee under this Franchise, the terms of such franchise shall not be substantially more favorable or less burdensome than the terms of this Franchise, so that Grantee suffers no material competitive disadvantage as a result of the differences in the terms of the franchise granted to the competitive service provider.
- B. If Grantee determines that Grantor has granted a franchise on terms failing to meet the requirements of the above Subsection 15.4.1, upon thirty (30) days prior written notice to the Grantor, Grantee may have the right and choose to:
- i. Request that Grantor modify this Franchise to meet the mutual satisfaction of the Grantor and Grantee; or
 - ii. Deem this Franchise terminated thirty-six (36) months from the date of the above written notice and begin renewal negotiations under Section 626 of the Cable Act; or
 - iii. Terminate this Franchise and request in its place the same franchise agreement the Grantor granted to the competitive provider.
- C. If any other state or federal governmental entity is lawfully authorized as to the above, then Grantee shall have the right and may choose to deem this Franchise expired and to negotiate a replacement franchise license, consent, certificate or other authorization with any other appropriate government entity.
- D. The Grantor and the Grantee agree that any undertakings that relate to the renewal of the Grantee's Franchise with the Grantor shall be subject to the provisions of Section 626 of the Cable Act or any such successor statute. Nothing in this Franchise shall impair the right of the Grantor or Grantee to terminate this Franchise or seek other remedies available under law upon sixty (60) days prior written notice to the other.

14.6 Change in Law. The Grantor and Grantee have entered into this Franchise under the federal and state laws in effect on the effective date of this Franchise. The Grantor and the Grantee reserve the right to request modifications to this Franchise to account for changes in state or federal law during the term of this Franchise. Upon such request from either party, the parties shall engage in good faith negotiations to reach agreement on modifications that are consistent with the changes in law. All changes to the Franchise shall be in writing and signed by the Grantor and the Grantee.

14.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, or nationally or internationally recognized courier service such as Federal Express to the address set forth below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Roseburg

City Manager
City of Roseburg
900 SE Douglas Blvd
Roseburg, OR 97470
Email: info@cityofroseburg.org

Grantee: Charles Deister
Director, Government Affairs
222 NE Park Plaza Drive, Suite 231
Vancouver, WA 98684
Email: Charles.deister@charter.com

Copy to: Paul Abbott
Attn: Vice President, Government Affairs
601 Massachusetts Avenue NW, Suite 400W
Washington, DC 20001

14.8 Public Notice. Grantor shall provide public notice of any public meeting relating to this Franchise or any grant of additional franchises, licenses, consents, certificates, authorizations or exemptions by the Grantor to any other providers of Cable Services or other television services utilizing any system or technology requiring use of the Public Way in accordance with its standard procedures for public notice of public hearings conducted by its City Council or its Planning Commission, as may be applicable in the particular case and in accordance with state law.

14.8.1 Grantor shall provide Grantee written notice within fifteen (15) days of Grantor's receipt from any other provider of an application or request for a franchise, license, consent, certificate, authorization, or exemptions to provide Cable Services or other television services utilizing any system or technology requiring use of the Public Way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Subsection 14.8 above.

14.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.10 Non-waiver. Neither party's failure to insist upon strict compliance with any provision of this Franchise shall be deemed a waiver of that or any other provision.

14.11 Survival of Certain Provisions. In the event the franchise is revoked pursuant to Section 13.5 the obligations described in Subsections 4.1, 4.2, and 8.5 of this Franchise shall survive this Franchise for a period of not more than one (1) year from the date of termination or revocation. In accordance with applicable state statute of limitations, Grantee shall indemnify Grantor for all claims based on acts or events occurring up to the date of such termination, revocation or expiration.

14.12 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor, and they supersede all prior or contemporaneous agreements,

representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.13 Administration of Franchise. This Franchise is a contract, and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

14.14 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

14.15 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 20____.

[Grantor]

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Pacific West, LLC
By: Charter Communications, Inc., its Manager

Signature: _____

Name/Title: _____

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



RESOLUTION NO. 2024-06 – AUTHORIZING AND SUPPORTING AN OREGON PARKS & RECREATION DEPARTMENT LOCAL GOVERNMENT GRANT APPLICATION

Meeting Date: March 11, 2024
Department: Public Works
www.cityofroseburg.org

Agenda Section: Resolutions
Staff Contact: Dawn Easley, PW Director
Contact Telephone Number: 541-492-6892

ISSUE STATEMENT AND SUMMARY

Staff seeks authorization to apply for a Local Government Grant from the Oregon Parks and Recreation Department (OPRD). The issue for Council is whether to adopt the attached resolution authorizing submission of the grant application for improvements at Brown Park.

BACKGROUND

A. Council Action History.

On April 24, 2008, the City Council approved Resolution No 2008-06 adopting the 2008 Comprehensive Parks Master Plan. On April 12, 2021, the City Council adopted the 2021-2026 Capital Improvement Plan, listing the expansion of Brown Park and playground development as a capital improvement project. On October 9, 2023, the Council authorized the City Manager to execute a donation agreement to accept \$150,000 and to execute documents to purchase 710 W. Francis Street adjacent to Brown Park.

B. Analysis.

Brown Park is a mini park located in west Roseburg at the corner of Harvard Avenue and Francis Street. In June of 1958, the land was conveyed to the City of Roseburg for public park and playground purposes to memorialize George M. Brown, former Attorney General and Supreme Court Justice of the State of Oregon. The deed states that if the City fails to maintain and use the property for public park, playground and memorial purposes or attempts to make other use of said property, the title shall revert to and become the property of the grantors and/or their heirs.

The City of Roseburg Comprehensive Parks Master Plan, adopted in April 2008, lists Brown Park Improvements as a Priority One Project. It specifically identifies the following projects at Brown Park:

- Upgrade the playground with equipment for multiple age groups.
- Monitor the adjacent parcel and purchase if possible.
- Provide internal pathways, site amenities, and equipment that are universally accessible, regardless of ability.

The Master Plan also notes that if the park were to be expanded, special attention should be paid to improving access to the site and reorienting the play area away from Harvard Avenue.

Utilizing a donation from a local community member, 710 W. Francis St. was purchased in early January. Staff worked with a playground consultant to design a universally accessible park featuring a multi-age group play area and internal pathways. The park design improves access to the site and reorients the play area away from Harvard Avenue.

C. Financial/Resource Considerations.

A 40 percent match is required to participate in the Local Government Grant Program. Estimated funding requirements are outlined below.

OPRD's Local Government Grant	\$652,098
Property Value	\$150,000
City Forces Labor & Equipment	\$147,978
Sidewalk Fund	\$ 34,000
Park Improvement Fund/Other Grants/Donations	<u>\$102,754</u>
Total Project Costs	\$1,086,830

D. Timing Considerations.

The Local Government Grant Program opened its yearly grant cycle on January 1, 2024. The application deadline is April 1, 2024, for the large (>\$100,000) grant category.

COUNCIL OPTIONS

- 1) Adopt the attached resolution authorizing and supporting a grant application for improvements to Brown Park; or
- 2) Request additional information; or
- 3) Not adopt the attached resolution.

STAFF RECOMMENDATION

The Parks Commission discussed the donation agreement for the purchase of 710 W. Francis St. for the expansion of Brown Park and the submission of an application for a Local Government Grant to renovate Brown Park at their October 4, 2023, meeting. The commission recommended that the Council authorize the execution of a donation agreement and proceed with the purchase of 710 W. Francis St. with the intention of applying for a Local Government Grant for the renovation of Brown Park. Staff recommends adopting Resolution No. 2024-06 authorizing and supporting a grant application to the OPRD Local Government Grant Program for improvements to Brown Park.

SUGGESTED MOTION

“I MOVE TO ADOPT RESOLUTION NO. 2024-06 AUTHORIZING AND SUPPORTING A GRANT APPLICATION TO THE OPRD LOCAL GOVERNMENT GRANT PROGRAM FOR IMPROVEMENTS TO BROWN PARK.”

ATTACHMENTS:

Attachment #1 Resolution No. 2024-06

Attachment #2 Preliminary Plan Concept Drawing

RESOLUTION NO. 2024-06

**A RESOLUTION AUTHORIZING AND SUPPORTING APPLICATION FOR AN
OREGON PARKS AND RECREATION DEPARTMENT LOCAL GOVERNMENT
GRANT**

WHEREAS, the City of Roseburg Parks and Recreation Commission has recognized the renovation of Brown Park as a high priority for the Parks Division's capital improvement projects; and

WHEREAS, the remaining play structures at Brown Park have exceeded their useful life and need to be removed; and

WHEREAS, the Comprehensive Parks Master Plan recommends upgrading the playground with equipment for multiple age groups and provide internal pathways, site amenities and equipment that are universally accessible, regardless of ability; and

WHEREAS, the Comprehensive Parks Master Plan specifically identified an adjacent parcel of land that could potentially be purchased to expand the park; and

WHEREAS, in January of 2024, the City purchased the adjacent lot, located at 710 W. Francis Street, to expand Brown Park; and

WHEREAS, the construction of an accessible play area will serve to encourage healthy play and connect families; and

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

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

WHEREAS, the City is committed to the future ongoing operation and maintenance of Brown Park.

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

Section 1. Authorization is granted to apply for a Local Government Grant for the renovation of Brown Park.

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 11th DAY OF MARCH, 2024.**

Amy Nytes, City Recorder

BROWN PARK EXPANSION CONCEPTUAL DRAWING



SOUTH SIDE VIEW

BROWN PARK EXPANSION CONCEPTUAL DRAWING



EAST SIDE VIEW

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



225 BOGARD STREET

Meeting Date: March 11, 2024
Department: Administration
www.cityofroseburg.org

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

ISSUE STATEMENT AND SUMMARY

The City has a purchase agreement in place on a property located at 225 NE Bogard Street. Staff is seeking direction from Council regarding whether to move forward with purchase of the site.

BACKGROUND

A. Council Action History.

The City Council has discussed multiple locations for an urban campground in the recent past.

B. Analysis.

A subcommittee consisting of Mayor Larry Rich, Commissioner/Councilor Shelley Briggs Loosley, City Manager Nikki Messenger, and the City Recorder (previously Amy Sowa, then Patty Hitt) have been evaluating potential locations for an urban campground. Several sites have been considered. For many reasons, this is a difficult process.

Oregon statute (ORS 197.782) defines an emergency shelter as “a building or cluster of buildings that provides shelter on a temporary basis for individuals and families who lack permanent housing.” While an urban campground is not technically an emergency shelter, some of the same guiding principles may be appropriate. ORS 197.783 includes the following requirements for an emergency shelter that a City is required to approve:

- a. Includes sleeping and restroom facilities for clients;
- b. Will comply with applicable building codes;
- c. Is located inside an urban growth boundary or in an area zoned for rural residential use as defined in ORS 215.501;
- d. Will not result in the development of a new building that is sited within an area designated under a statewide planning goal relating to natural disasters and hazards, including flood plains or mapped environmental health hazards, unless the development complies with regulations directly related to the hazard;
- e. Has adequate transportation access to commercial and medical services; and
- f. Will not pose any unreasonable risk to public health or safety.

A number of sites have been visited and evaluated. Challenges have included distance to services without sidewalks and/or streetlights, lack of utilities, owners unwilling to sell for this purpose, proximity to schools or residential neighborhoods, cost (purchase and development) and other issues.

The committee originally visited the Bogard site when searching for an emergency warming shelter. Since that time, UCAN has entered into an agreement to utilize the gymnasium at St. Joseph's Catholic Church for this purpose. Given the difficulty finding a site, the City continued to pursue the Bogard site as a possibility. Since that time, the Dream Center and its site have become a potential operator and location, with the capacity for approximately 50 tent sites.

Staff has drafted the following preliminary layout to identify the number of 10' x 10' tent sites that may be available at the Bogard site.



Pros:

- Existing building – 2,400 sf – with office and bathroom, could be used for operator, storage of belongings, common area, etc.
 - Because it does have a building, may fit the statutory zoning exemption
 - Would require an operator meeting the statutory requirements
 - Could serve as small warming center if needed
- Room for 23+/- tents
- Flat – little to no grading required
- Corner lot with on-street parking on both frontages
- Just off Diamond Lake – 312 ft. +/-
 - sidewalks and streetlights to Bogard
 - on UTRANS route

- relatively close to services

Potential negatives

- Residential uses in Mixed Use zone across Fleser Avenue
- Small lot with limited number of tent sites available
- No qualified operator currently identified
- No sidewalk from Diamond Lake on east side of Bogard
- Portions of the property are in the floodplain and flood insurance would be recommended

At the January and February Homeless Commission meetings, the Commission received input from a number of individuals who were opposed to having any homeless facilities along the Diamond Lake Boulevard corridor, including this site and the Dream Center site. Staff anticipates those concerns will continue to be raised by abutting property owners and neighbors/citizens in general. If this site were considered for any future use, measures would need to be put in place to protect the privacy of neighbors and site users. At a minimum, staff would recommend installation of privacy slats in the existing perimeter fence. Since it is a corner lot, staff would need to evaluate how to meet safe site distance requirements. A qualified operator would need to be found and the operator would need to establish rules and “hours of operation” to ensure the use does not become a nuisance based on noise, trash and other challenges that have been identified as concerns.

A number of adjacent homeowners have made comments regarding children living in the area and the school bus stop located across the street. The Roseburg School District website indicates the bus stop for Eastwood Elementary and Jo Lane Middle School is located at the corner of Bogard and Fleser. The RHS bus stop is at Bogard and Diamond Lake Boulevard.

Discussion has occurred regarding pursuing the Bogard Street site as a backup to the warming shelter. The metal building is 2,400 square feet (40' x 60'), including an office, kitchenette area and bathroom, which span approximately 500 square feet. Renovations may be required to make the bathroom ADA accessible.

C. Financial/Resource Considerations.

The sale price for the property is \$325,000. If a sale moves forward, the City will likely use ARPA funding to purchase the property. Staff has not completed the estimate for any other related improvements at this time. Staff has inquired about the cost of flood insurance and received quotes ranging from \$6,717 to \$7,786 per year. There will be additional renovation and operational costs that are unknown at this time.

D. Timing Considerations.

The City has entered a purchase agreement for the property and an escrow account has been opened. The purchase agreement is contingent upon final approval by the City Council in a public meeting. The purpose of entering into the purchase agreement is to lock in the price and establish a timeline for making a final decision without the pressure of potentially losing the site to another buyer. The City's offer was officially accepted on January 2, 2024, and the \$5,000 earnest money was deposited on January 3. The City

has 90 days to complete due diligence (March 31) and an additional 30 days to close the transaction.

COUNCIL OPTIONS

The Council has the following options:

1. Given the amount of public input in opposition and the possibility of working with the Dream Center, Council could forgo purchase of this property; or
2. Council could direct the City Manager to proceed with purchase of the property; or
3. Council could request additional information; or
4. Council could do nothing and let the sales agreement expire.

STAFF RECOMMENDATION

The Homeless Commission discussed this site at their February 26 meeting. Several concerned residents attended and voiced their objections to the City moving forward with this site. The Commission recommended that the decision whether or not to move forward be made by Council.

This site was originally investigated as a warming center site. Now that a warming center has been established and a potential site and operating partner have been identified for an urban campground (Dream Center), staff recommends that the financial resources that would be necessary to purchase this site may be better-spent providing improvements and services at the other site.

SUGGESTED MOTION

Possible motions:

“I move to direct the City Manager to forgo the purchase of 225 NE Bogard Street and cancel the purchase agreement.” or

“I move to direct the City Manager to bring back additional information regarding 225 NE Bogard Street.” (with clear direction on additional information) or

“I move to direct the City Manager to move forward with the purchase of 225 NE Bogard Street.”

ATTACHMENTS:

None.

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



CITY MANAGER ACTIVITY REPORT

Meeting Date: March 11, 2024
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 March 11, 2024 meeting, the following items are included:

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



Agenda
Department Head Meeting
Public Safety Center Umpqua Room
February 27, 2024 - 10:00 a.m.

1. February 26, 2024 City Council Meeting Synopsis
2. March 11, 2024 City Council Meeting Agenda
3. Review Tentative Future Council Meeting Agendas
4. Documents, Events, or Grants to review and/or sign
 - A. Grant Application – Roseburg Public Library Collection Development/SRP
5. Discussion Items
 - A. Urban Growth Boundary Swap



Agenda
Department Head Meeting
Public Safety Center Umpqua Room
March 4, 2024 - 10:00 a.m.

1. Welcome Amy Nytes – City Recorder
2. IT Updates and Questions – Christine, Systech
3. March 11, 2024 City Council Meeting Agenda
4. Review Tentative Future Council Meeting Agendas
5. Documents, Events, or Grants to review and/or sign
 - A. Community Event Application – 51st Northwest Control-Line Regionals
 - B. Community Event Application – Ride for 22 Military Suicide Awareness
 - C. Grant Checklists (5) – Police Department
6. Discussion Items
7. Employee Service Pins
 - A. Autumn David – Admin, 5 years

TENTATIVE FUTURE COUNCIL AGENDA



Unscheduled

- UTRAN Presentation
- VA Director Presentation
- Council Goals Adoption
- Police Contract
- Authorization to accept FAA Grant
- Bradford Avenue ADA Ramp Project – Contract Award Recommendations

March 25, 2024

Mayor Reports

- A. National Library Week Proclamation

Special Presentations

- A. Bike-Walk Roseburg

Consent Agenda

- A. March 11, 2024 Meeting Minutes

Ordinances

- A. Ordinance No. 3599 – An Ordinance Granting a Franchise to Charter Communications for Purposes of Providing Cable Television Services, Effective June 1, 2024, Second Reading

Department Items

- A. Douglas Avenue Deer Creek Bridge Project – Intergovernmental Agreement – Change Order No. 1

Informational

- A. City Manager Activity Report

April 8, 2024

Mayor Reports

- A. Recognition of City Volunteers and Volunteer Recognition Month Proclamation
- B. Oregon Arbor Month Proclamation

Consent Agenda

- A. March 25, 2024 Meeting Minutes

Informational

- A. City Manager Activity Report

April 22, 2024

Mayor Reports

- A. Historic Preservation Month Proclamation

Consent Agenda

- A. April 8, 2024 Meeting Minutes

Informational

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

May 13, 2024

Mayor Reports

- A. EMS Week Proclamation
- B. National Public Works Proclamation
- C. 2023 Roseburg Optimist Club Officer of the Year

Consent Agenda

- A. April 22, 2024 Meeting Minutes
- B. Inmate Housing Intergovernmental Agreement

C. Intergovernmental Agreement – Douglas County Communications Services and Radio Usage Agreement

Resolutions

A. Annual Fee Adjustment

i. General Fees

ii. Water Related Fees

Department Items

A. 2024-2029 Capital Improvement Plan Update

Informational

A. City Manager Activity Report

May 27, 2024 MEMORIAL DAY

June 10, 2024

Mayor Reports

Consent Agenda

A. May 13, 2024 Meeting Minutes

Resolution

A. Resolution to Adopt the Budget

Informational

A. City Manager Activity Report

Urban Renewal Agency Board Meeting

Consent Agenda

A. December 11, 2023 Meeting Minutes

Resolution

A. Resolution to Adopt the Budget

June 24, 2024

Mayor Reports

Consent Agenda

A. June 10, 2024 Meeting Minutes

Informational

A. City Manager Activity Report

July 8, 2024

Mayor Reports

A. Parks and Recreation Month Proclamation

Consent Agenda

A. June 24, 2024 Meeting Minutes

Informational

A. City Manager Activity Report

July 22, 2024

Mayor Reports

Consent Agenda

A. July 8, 2024 Meeting Minutes

Informational

A. City Manager Activity Report

B. Municipal Court Quarterly Report

City Manager Updates
March 1, 2024

- Yesterday, we said a fond farewell and best wishes to City Recorder Patty Hitt. We wish her all the best in her new retirement adventures! On Monday, Amy Nytes joins the team with several years' experience as City Recorder in Springfield. Amy Sowa will be pitching in and helping train Amy Nytes, whom she worked with previously.
- Thank you to Ryan Herinckx for his work getting the Connect Oregon grant application submitted this week for the matching funds on the Taxiway A Extension Project at the airport. Kris Wiley received great news when the Roseburg Public Library received \$30,000 from the Douglas County Library Foundation to support the collection.
- Staff will continue to work with the directors at the dream center regarding an urban campground. Hollie and Jeremy are currently away on a much-deserved vacation, but we plan to get back together as soon as they return. We have been working on a site layout at the current site while keeping eyes/ears open for other potential sites.
- Stu and his team launched a new web page for the Urban Growth Boundary swap this week. Stu will present a quick update to the Council at your March 11 meeting. You can review the website and related information here:
<https://www.cityofroseburg.org/departments/community-development/special-projects/ugb>
- Staff is engaged in the first phase of the budget process, with General Fund proposals due to the City Manager next week. Other funds are due the following week. As part of that process, I had a virtual meeting with EcoNorthwest this morning to talk about budget level costs should the City budget to do an annexation study. The question has come up multiple times regarding if the City should annex portions of the existing UGB north of the Newton Creek area. A data driven study could capture the potential costs associated with service expansion and identify the additional revenues that the increased population and property tax base may provide. The study could provide the Council a basis for making decisions regarding if and when to move forward with future annexations.
- Senator Merkley is hosting a town hall tomorrow at the Southern Oregon Wine Institute on the UCC Campus, beginning at 5:30. On Wednesday, I met with Zak Otjen, Congresswoman Hoyle's local aid, as a follow up to her visit to Douglas County in January.
- Due to expected incoming weather, UCAN has announced the opening of the warming center at Saint Joseph's Church on Saturday. They are still looking for volunteers. If you are interested in volunteering, you can send an email to volunteer@ucanap.org.
- The LOC continues to host a weekly Statewide Membership Call on Fridays during the legislative session to give brief updates on bills that are moving forward. The last call is scheduled for next Friday, as sine die is scheduled no later than March

10. Soon thereafter, they will host a legislative wrap up session. More information on their website: <https://www.orcities.org/>

- Reminder – if you want to attend the March 11 Chamber Luncheon please let Grace know by end of day on Tuesday, March 5. Speakers are Kara Carlisle (The Ford Family Foundation) and Russell Woolley (CHI Mercy Health). The annual Chamber awards dinner is March 21. Please let Grace know by March 14 if you would like to attend (and if you are bringing a spouse).