

REVISED ROSEBURG CITY COUNCIL AGENDA – MARCH 25, 2024

City Council Chambers, City Hall

900 SE Douglas Avenue, Roseburg, Oregon 97470



3-21-2024

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. National Library Week Proclamation

4. Commission Reports/Council Ward Reports

A. Homeless Commission Resignation – Dr. Gregory Brigham

B. Homeless Commission Appointment

C. Library Commission Appointment

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

6. Special Presentations

A. Bike-Walk Roseburg

B. Gary Leif Navigation Center Update

7. Consent Agenda

A. March 11, 2024 Regular Meeting Minutes

B. OLCC – New Outlet – BHM Corporation dba Holy Smoke Smoke Shop at 161 NE Garden Valley Blvd. #101

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, Second Reading

9. Resolutions

A. Resolution No. 2024-07 – A Resolution Setting a New Council Reimbursement Amount for 2024

B. Resolution No. 2024-08 – A Resolution Designating Bank Signatories

10. Department Items

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

11. Items from Mayor, City Council and City Manager

12. Adjourn

13. Executive Session ORS 192.660(2)(e)

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

NATIONAL LIBRARY WEEK

WHEREAS: Roseburg Public Library and libraries across the country are not just about what they have for their communities, but what they do for and with people; and

WHEREAS: Libraries have long served as trusted and treasured institutions, often in the heart of their cities, towns, schools, and academic campuses; and

WHEREAS: Libraries serve people of all ages, interests and backgrounds, providing the resources and space to engage in literacy and lifelong learning; and

WHEREAS: Libraries and librarians open up a world of possibilities through innovative programming and the power of reading; and

WHEREAS: Libraries and librarians are looking beyond their traditional roles and providing more opportunities for community engagement and delivering services that connect with patrons' needs; and

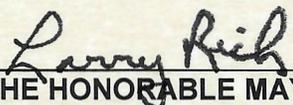
WHEREAS: Librarians thoughtfully develop collections and programs that are wide-ranging and explore the diversity of our changing society; and

WHEREAS: Roseburg Public Library joins libraries, librarians, library workers, and library advocates across America in celebrating National Library Week with the theme "Ready, Set, Library!"

NOW, THEREFORE, I, Larry Rich, Mayor of the City of Roseburg, do hereby proclaim April 7 - 13, 2024, as

NATIONAL LIBRARY WEEK

DATED this 25th day of March, 2024.



THE HONORABLE MAYOR LARRY RICH





ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY

HOMELESS COMMISSION RESIGNATION

Meeting Date: March 25, 2024
Department: Administration
www.cityofroseburg.org

Agenda Section: Commission Reports
Staff Contact: Grace Jelks, Management Asst.
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

Homeless Commission Member Dr. Gregory Brigham has resigned from his position on the Commission.

BACKGROUND

A. Council Action History.

n/a.

B. Analysis.

Homeless Commission Member Brigham informed staff of his resignation by email on Tuesday, March 12, 2024 effective immediately.

C. Financial/Resource Considerations.

n/a.

D. Timing Considerations.

It is recommended action be taken as soon as practical to accept Homeless Commission Member Brigham's resignation. The position must be filled by a designee from ADAPT. ADAPT has put forth a designee to fill this position.

STAFF RECOMMENDATION

Staff recommends the City Council accept Member Brigham's resignation.

SUGGESTED MOTION

"I MOVE TO ACCEPT DR. GREGORY BRIGHAM'S RESIGNATION FROM THE HOMELESS COMMISSION, WITH REGRETS."

ATTACHMENTS:

Attachment #1 – Resignation Email

----- Original message -----

From: Gregory Brigham <gbrigham@Adaptoregon.org>
Date: 3/12/24 9:53 AM (GMT-08:00)
To: Larry Rich <lrich@cityofroseburg.org>
Cc: "Nicole A. Messenger" <nmessenger@cityofroseburg.org>
Subject: Homeless Commission Representation

Dear Mayor Rich,

I would like to change Adapt's representation on the commission from myself to Gene Mcvea. Gene is Adapts Director of Housing and Recovery Development and is much closer to the needs of the unhoused in Roseburg than I am. He has a passion for working with the unhoused and engaging people in the services they need to restore their lives.

I believe he will be an excellent addition to the Council. I also remain committed to this work and partnering with the City of Roseburg.

Please let me know what I need to do to make this transition official.

Warm regards,
Greg



Gregory Brigham, Ph.D.

CEO

E: gbrigham@adaptoregon.org

P: (541) 0672 - 2691

www.adaptoregon.org | P.O. Box 1121 - Roseburg, OR 97470

"An Oregon leader in primary care, behavioral health care, and prevention."



ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



HOMELESS COMMISSION APPOINTMENT

Meeting Date: March 25, 2024
Department: Administration
www.cityofroseburg.org

Agenda Section: Commission Reports
Staff Contact: Grace Jelks, Management Asst.
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

There is one vacancy on the Homeless Commission that may be filled by a director or designated representative from Adapt Integrated Health Care.

BACKGROUND

A. Council Action History. Homeless Commission member Dr. Gregory Brigham (Adapt Integrated Health Care) resigned his position on March 12, 2024. Staff submitted a Commission resignation at this meeting for Council's acknowledgement.

B. Analysis. The Roseburg Municipal Code requires a director or designated representative from the following local agencies: Adapt, United Community, Action Network (UCAN), Aviva Health, Umpqua Health Alliance, and the Cow Creek Band of Umpqua Tribe of Indians. Two members shall be at-large. Adapt Integrated Health Care has selected Gene McVae as their designated representative.

C. Financial and/or Resource Considerations. N/A.

D. Timing Issues. It is recommended an appointment be made as soon as practical.

COUNCIL OPTIONS

The City Council has the option to appoint the applicant to the Homeless Commission or direct staff to solicit a different designee from Adapt.

STAFF RECOMMENDATION

Pursuant to the Roseburg Municipal Code, Staff has not made a recommendation for an appointment as that responsibility lies with the Commission Chair and the Mayor.

SUGGESTED MOTION

"I MOVE TO APPOINT GENE MCVAE TO THE HOMELESS COMMISSION."

ATTACHMENTS

Attachment #1 – Gene McVae Application



CITY OF ROSEBURG COMMISSION APPLICATION

RECEIVED
03/18/2024

Application for Appointment to: **HOMELESS COMMISSION**

Meets at 11:00 a.m. on the fourth Monday of each month as an advisory commission to discuss and research current practices related to addressing the needs of the unhoused population. The Commission makes recommendations to the City Council, will review the terms and conditions for contracts and working relationships with private and public agencies regarding services for the unhoused, and receive and consider comments and suggestions from the general public and local businesses regarding homelessness.

Name: McVae Gene
Last First

Home Address: [REDACTED] 97470
Street Zip Code

Phone Number: 541-670-8820 Cell Phone: 541-670-1004

Email Address: genem@adaptoregon.org

Occupation Director of Housing / Adapt
Place of Employment

Business Address 621 W Madrone St 541-492-0136
Phone

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

3. How did you learn about this vacancy?
 Newspaper Social Media City Website Word of Mouth
 Other Please Specify: Found out about it at work.

4. The Municipal Code requires a minimum attendance rate of 75% each calendar year.
 Can you meet this requirement? Yes No

5. What experience/training do you have that qualifies you for this particular appointment and what specific contributions do you hope to make?
 I have worked in the housing field for the last 15 years. I have become passionate about making sure people have a roof over their heads. I feel like there is work to be done with the unhoused. I am skilled at identifying properties and bringing people together.

6. Please give a brief description of your involvement in community groups and activities.

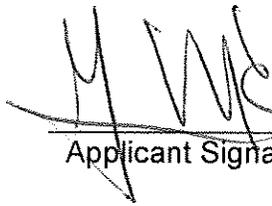
I worked closely with UCAN in the previous two years to get the warming center up and running. I attend numerous housing and public safety meetings locally.

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

Public camping, and urban campgrounds

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

I want to be able to give back to this community that has given me so much. I want to be able to provide options for the homeless here in Roseburg.



Applicant Signature

03/18/2024

Date

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

All applications shall be submitted to the Commission Chair and Department Director. After reviewing all applications, the Commission Chair shall recommend to the Mayor and Council someone to fill any vacant positions on the Commission.

Information on this form is public information.

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

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



ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY

LIBRARY COMMISSION APPOINTMENT

Meeting Date: March 25, 2024
Department: Administration
www.cityofroseburg.org

Agenda Section: Commission Reports
Staff Contact: Grace Jelks, Management Asst.
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

There is one vacancy on the Library Commission that may be filled by a city or urban growth boundary resident.

BACKGROUND

A. Council Action History. Council accepted Theresa Lundy's resignation from the Library Commission on January 8, 2024.

B. Analysis. The Roseburg Municipal Code requires a city or urban growth boundary resident to fill the vacancy. Staff has advertised the Library Commission vacancy through the local news media, social media and the City's website since January 17, 2024. One application was received from city resident Brady McNulty.

C. Financial and/or Resource Considerations. N/A.

D. Timing Issues. It is recommended an appointment be made as soon as practical.

COUNCIL OPTIONS

The City Council has the option to appoint the applicant to the Library Commission or direct Staff to solicit for applications.

STAFF RECOMMENDATION

Pursuant to the Roseburg Municipal Code, Staff has not made a recommendation for an appointment as that responsibility lies with the Commission Chair and the Mayor.

SUGGESTED MOTION

"I MOVE TO APPOINT BRADY MCNULTY TO THE LIBRARY COMMISSION."

ATTACHMENTS

Attachment #1 – Brady McNulty Application



CITY OF ROSEBURG COMMISSION APPLICATION

RECEIVED
02/22/2024

Application for Appointment to: **LIBRARY COMMISSION**

Meets at 4:00 p.m. on the third Tuesday of each month as an advisory commission to consider efficient and effective operations of the library, review current trends and library related technology, develop and recommend long-range plans for the library services, review terms and conditions for contracts and working relationships with private and public agencies, assist with annual reports and advocate for the library budget, events and programs.

Name: McNulty Brady
Last First

Home Address: [Redacted] 97471
Street Zip Code

Phone Number: (541) 733-5506 Cell Phone: 5417335506

Email Address: bradyrph@gmail.com

Occupation Cybersecurity Analyst [Redacted]
Place of Employment

Business Address (Work from home) 800-746-7287
Phone

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

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

3. How did you learn about this vacancy?
Newspaper Social Media City Website Word of Mouth
Other Please Specify: _____

4. The Municipal Code requires a minimum attendance rate of 75% each calendar year.
Can you meet this requirement? Yes No

5. What experience/training do you have that qualifies you for this particular appointment and what specific contributions do you hope to make?
I work in information technology as a cybersecurity analyst. I have completed trainings at four different colleges with four different library systems, with an emphasis on online resources at each. I'm also decent at doing research, both academic and practical, and I feel like I would be an asset.

6. Please give a brief description of your involvement in community groups and activities.

I have served on the board and as an animal photographer at Saving Grace; I spearheaded a public health fair at Bi-Mart when I worked there as a pharmacist; I am currently establishing a volunteer cybersecurity education effort in this area; I formerly was a public speaker for Douglas County Celtic Society events; I led school supply drives on behalf of the Freemasons of Laurel Lodge in Roseburg.

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

Needs-based analysis can help determine what technologies and services will be of most use to the community. I think it's possible to provide services as a library system that can meet the demands of our community. I want the elderly and disadvantaged to feel included but I also want there to be relevant resources to encourage participation by the current school and college age generation.

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

I wish there were more hours in a day so I could do more. I believe in the library and advocated for its staying open when it was first in jeopardy years ago. I see this appointment as a chance to be a participant in maintaining an important bulwark in our community.

Brady McNulty PharmD CISSP

Applicant Signature

February 22, 2024

Date

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

All applications shall be submitted to the Commission Chair and Department Director. After reviewing all applications, the Commission Chair shall recommend to the Mayor and Council someone to fill any vacant positions on the Commission.

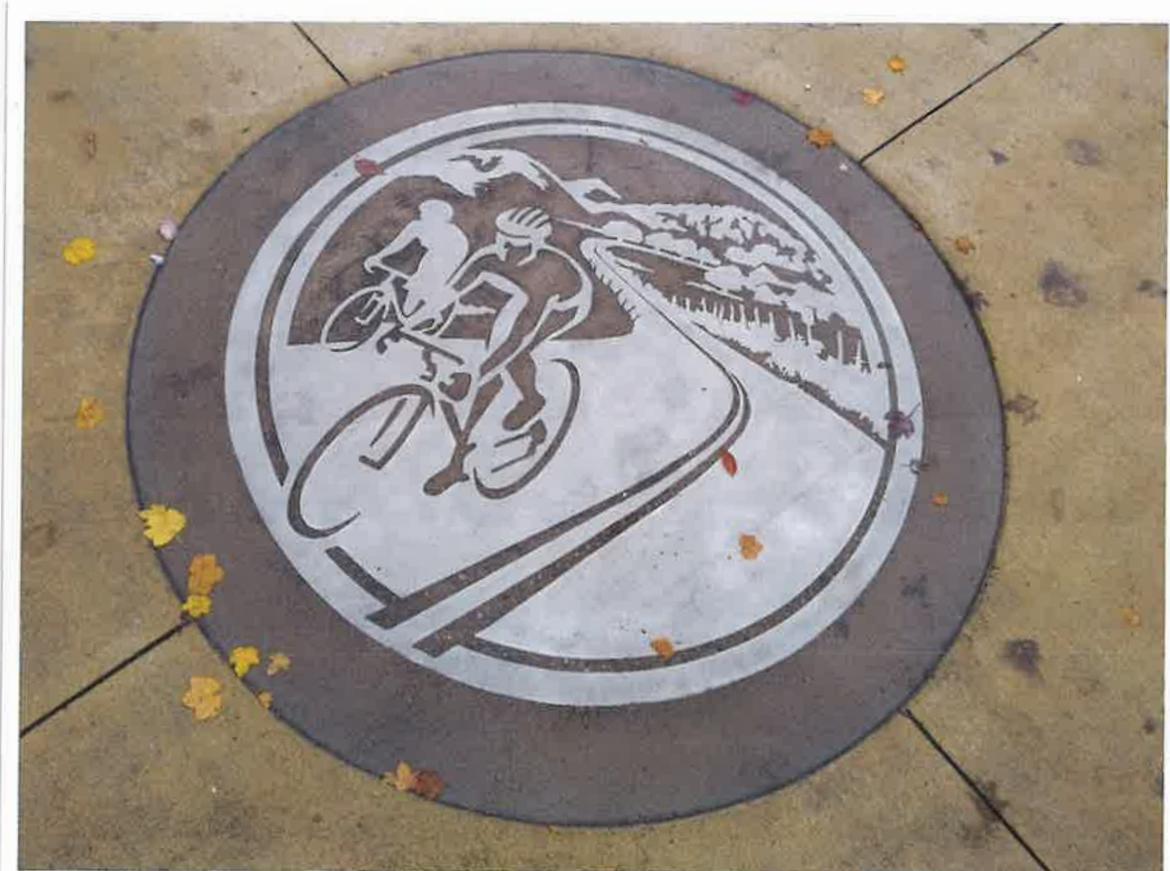
Information on this form is public information.
Thank you for your expression of interest in serving the community.

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Find us on Facebook

Mission: To foster a healthy Roseburg through educating, promoting and advocating for bicycle and pedestrian travel



Accomplishments and Activities

Our organization was formed in 2013 to focus on implementing bicycle and pedestrian improvements in Roseburg. We aim to foster improvements and raise awareness of the effectiveness of bicycle and pedestrian transportation in all of their configurations.

We have appreciated the cooperation we've received from the City and would like to share with you some of our efforts over the years:

Working with the City, the Oregon Department of Transportation and Community Partners to improve biking and walking for our residents.

- Participated in the recently completed Bike Routes Plan.
- Working with the Thrive Umpqua Built Environment Committee, prepared concepts for changes to the intersection of W. Harvard Avenue at Stewart Park Drive.
- Measured bike lane widths in various locations around town to determine that many locations were substandard in the hopes that over time as streets are restriped, the bike lanes can be widened.



- Prepared letter in support of TSP implementation.
- Participated in exit 127 IAMP.
- Presented priorities to City Council.

- Gearing up efforts to re-apply to become a Bicycle Friendly Community.
- Participated in the committee working with the Oregon Department of Transportation on plans for the interchanges at Harvard Avenue, Garden Valley Boulevard, and Edenbower Boulevard.
- Continued to work with the Roseburg City Council and staff to develop regular and meaningful dialog on issues of mutual interest such as infrastructure projects and community activities.

Hosting experts to present innovative ideas on plans for expanding biking and walking opportunities

- Helped coordinate with Thrive Umpqua a presentation by Professor Marc Schlossberg, PhD, regarding street transformations.
- Hosted Mark Fenton's visit and presentation to community members, including City Councilors. He is a national public health, planning, and transportation consultant, an adjunct associate professor at Tufts University's Friedman School of Nutrition Science and Policy, and former host of the "America's Walking" series on PBS television. He's the author of numerous books including the best-selling "Complete Guide to Walking for Health, Weight Loss, and Fitness" (Lyons Press, 2nd edition 2008).
- Helped bring and conduct city tours with Designing Health Communities author Dr. Richard Jackson.
- Hosted Rob Sadowsky, former Executive Director of the Bicycle Transportation Alliance (now known as The Street Trust) to learn how to be more effective.

Worked with the City, the Oregon Department of Transportation and the Public to improve safety for bikers and pedestrians

- Bike Walk Roseburg members went door to door to gauge support for reducing the speed limit to 25 MPH on Douglas Avenue. There was overwhelming support, and the City requested ODOT repeal

the speed study so the speed limit reverted to 25 MPH. The Police Department set up a mobile speed reader to help drivers adjust.

- Worked with the Oregon Department of Transportation to improve the safety and usefulness of planned changes on Oak and Washington Avenue Bridges.
- Communicated with Oregon Department of Transportation to look for a solution to vehicles intruding into the bike lane on W. Harvard east of the high school and to add a broken stripe at the freeway entrances at W. Harvard Avenue to better communicate to drivers that there is a bike lane through that section.

Community Outreach and Education

- Helped with Bike Month celebrations.
- Organized two Roseburg Open Streets Experience (ROSE) events.



- Worked with the Police Department on articles in the newspaper regarding safety for road users.
- With other community members, attended multiple Oregon Active Transportation Summits and the Southern Oregon Active Transportation Summit.
- Worked with DCIPA, the physicians of Douglas County, and Roseburg Schools on the October Bike + Walk to School Days, and to expand the efforts to make riding bikes or walking to school regular activities for students.



- Staffed a booth and promoted active transportation and education at the Earth Day & Energy Fair.
- Began efforts to obtain the assistance of the Bicycle Transportation Alliance (now known as The Street Trust) to help with curriculum, training, dozens of bikes, and a trailer to teach safe riding to area students. This effort has grown and now includes staffing through Douglas ESD.
- Collaborated with the YMCA to provide Bicycling with Confidence classes that teach teens and adults the rules of the road and how to become safer cyclists.

Worked with the City to obtain funding for biking and walking improvements

- Participated in Transportation and Growth Management grant efforts.
- Support letter for Diamond Lake Urban Renewal effort.



Current issues and requests

- ❖ Continue to support Community Development and Public Works staff in their efforts to improve the vitality, and safety of the community and transportation system.
- ❖ Re-evaluate the re-establishment of parking on both sides of SE Douglas Avenue east of the Courthouse and the top of the hill to create a bike lane for riders going uphill in both directions.
- ❖ Repair or replace traffic signals to recognize bikes.
- ❖ Continue working on Bike Friendly Community efforts.

We are thankful for the videos on the web site showing folks on bicycles and the signs showing the League of American Bicyclists Bike Friendly Community designation. Bike Walk Roseburg remains available to help make Roseburg a better place.

Thank you for your time and efforts.

**MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL MEETING
March 11, 2024**

Mayor Rich called the regular meeting of the Roseburg City Council to order at 7:01 p.m. on March 11, 2024 in the City Hall Council Chambers, 900 SE Douglas Avenue, Roseburg, Oregon.

1. Pledge of Allegiance

Councilor Porter led the pledge of allegiance.

2. ROLL CALL

Present: Councilors Tom Michalek, David Mohr, Ellen Porter, 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, City Recorder Amy Nytes, and Management Assistant Grace Jelks

3. Mayor Reports

A. Mayor Rich and the Council welcomed new City Recorder, Amy Nytes.

B. Mayor Rich proclaimed March as Red Cross Month. Judi Mahoney, Red Cross Volunteer, accepted the proclamation and thanked the Council for their recognition.

4. Commission Reports/Council Ward Reports

Mayor Rich gave an update about the Roseburg Area Chamber of Commerce Annual Awards Dinner scheduled on March 21, 2024.

Councilor Michalek gave an update about Senator's Merkley's Town Hall meeting, held at Umpqua Community College on March 2, 2024.

The Council took a moment to recognize Councilor Porter's appointment as Commissioner of the Land Conservations and Development Commission on February 8, 2024.

5. Audience Participation

Larry Wannebo, resident, spoke in opposition of the Dream Center property.

Gerald Prescott, homeless advocate, spoke in favor of the Dream Center property.

Andrew Shirtcliff, business owner, spoke in opposition of the Dream Center property.

Kelly Wyatt, resident, spoke about pollution in the river due to prohibited homeless camping.

Whitney Henneman, resident, spoke about the expense of cleaning up the mess left behind by prohibited camping and in opposition of the Dream Center property.

Nicole Inglis, resident, spoke about issues contributing to homelessness.

6. Special Presentations

A. Cowie presented the Urban Growth Boundary Swap Status Update. Discussion ensued.

Councilor Michalek's comments and questions included whether it is possible to develop Charter Oaks without an exchange based on new or changing legislation.

Mayor Rich's comments and questions included clarification of the property locations.

Councilor Zielinski's comments and questions included clarification of the property begin annexed and addressing traffic concerns.

Council President Mohr's comments and questions included clarification of the density requirements, upcoming projects to address the demand for housing, annexing the Winchester Street area, and the cycle for a housing study.

Cowie clarified that recent changes in legislation are very new, untested, and that this UGB Swap still meets the current requirements. Clarification was given on the property location and affected neighborhoods, the Troost right-of-way is being annexed, the option for property owners to annex in the future, the traffic impact study identified possible alternative routes or creating an opening at the dead end of the street, the housing needs analysis identifies additional tools to meet housing needs for single-family or multi-family use, further evaluation is needed before annexing Winchester and surrounding areas, and we are programming funds to use for a housing study in the future.

Messenger clarified recent changes in legislation provided limited options, allows for the addition of 50 acres dedicated to low or moderate income housing, up to 30 years, high density minimums are not currently in our code, and the process has a lot of requirements.

7. Consent Agenda

A. February 26, 2024 Regular Meeting Minutes.

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.

Nytes reported the telecommunications franchise agreement with Charter Communications.

Mayor Rich's comments and questions included whether there have been any complaints about property damage by telecommunications companies.

Council President Mohr's comments and questions included clarification of the contract language, language about transferring costs to customers, and the fee percentage calculation.

Messenger clarified that Staff has not received any right-of-way complaints, we have received complaints about non-responsiveness by contractors, there have not been any complaints about Charter Communications, similar contract language is in every franchise agreement, and the legislature is considering changes to the fee structure.

Forrester clarified the language regarding fees is based on current statutory requirements.

Council agreed to a first reading of Ordinance No. 3599. Nytes read Ordinance No. 3599, entitled, "An Ordinance Granting a Franchise to Charter Communications for the Purpose of Providing Cable Television Services, Effective June 1, 2024," for the first time.

9. Resolutions

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

Mayor Rich's comments and questions included when the decision will be made and timeline to complete the project.

Councilor Michalek's comments and questions included the identity of the person that made the donation to purchase the property.

Easley clarified the decision is usually made in September or October, project completion will depend on when the grant money is received, playground installation is usually faster than many other public works project, and the person that made the donation would like to remain anonymous.

Messenger clarified that Douglas County Commissioner Kress was initially approached about the donation and he was able to facilitate a conversation with the City.

Council President Mohr moved to adopt Resolution No. 2024-06 – A Resolution Authorizing and Supporting an Oregon Parks & Recreation Department Local Government Grant Application. The motion was seconded by Councilor Briggs

Loosley 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.

10. Department Items

A. Messenger presented 225 Bogard Street. Discussion ensued.

Mayor Rich's comments and questions included that he likes the property because it has a building that could be used as a warming center in case the current location is no longer available, we want the site to be successful, using the property as a storage shed or future campground is a possibility, schools are usually open during total disasters, appreciation for the Council and the audience members expressing their opinions, and it is going to be a challenge to have a homeless camp no matter where it is because it will be in someone's neighborhood.

Council President Mohr's comments and questions included a summary of Mayor Rich's comments for clarification and understanding, has viewed the property and does not believe it will work, has been against the property since the beginning, the property has possibilities, summarized drug and alcohol statistics in relation to homelessness, the campground is not a permanent solution but a first step in a process to self-sufficiency, next to a school is not the right spot, would like to hear more options from the community, encouraged the public to sit on the Council to gain perspective about the challenges of the process, and does not support the purchase of the Bogard Street property.

Councilor Michalek's comments and questions included whether there are buildings at the fairgrounds that could be used for disasters or warming centers, appreciation for audience participation, the property is too expensive and in a bad neighborhood, and encouragement to share ideas for a solution.

Councilor Sipos' comments and questions included the purchase amount is a lot of money for a backup place, the weather should be warming up, there are other buildings along Diamond Lake Boulevard that could be rented in an emergency, and will vote no.

Councilor Porter's comments and questions included clarification of information about the homeless camp in the Laurelwood neighborhood that is run by Bernie Woodard – Elk Island Trading Group, encouragement to members of the audience to contact State legislators, many ideas presented by the audience are not allowed due to the restrictions placed on cities by legislators, there are new homeless camps in my neighborhood just since I've been out of town, we need our parks and playgrounds back, we do not need a backup warming center before we have a campground, and the Bogard Street property is not an appropriate place to make this happen.

Councilor Smith's comments and questions included recognition of problems that the community is dealing with daily, not everyone is going to go to the urban campground, people that want to get off the streets will go to the campground, the issues in your neighborhoods will still be there until we find a property for the

campground, likes the idea of putting up tents on City property, encouragement to the audience to keep speaking up, has viewed the property, and will vote no.

Councilor Rummel's comments and questions included recognition that the Council is listening and has struggled with some of the same issues, homelessness is not illegal, it is illegal to force homeless people to leave, contact your legislators, and homelessness increased during the pandemic and after Measure 110 was approved.

Messenger clarified the building does not have air conditioning, could not be used a cooling center, and would be insufficient on poor air qualities days.

Public Comments

- A. Tom Duclos, resident, spoke in opposition of the Bogard Street property.
- B. Steven Strain, business owner, spoke in opposition of the Bogard Street property.
- C. Ron Hein, business owner, spoke in opposition of the Bogard Street property.
- D. Darrell Orth, business owner, spoke in opposition of the Bogard Street property.
- E. Peggy Guido, property owner, spoke in opposition of the Bogard Street property.
- F. Crystal Miller, resident, spoke in opposition of the Bogard Street property.
- G. Bryon Tinker, resident, spoke in opposition of the Bogard Street property.
- H. Clayton Reinhart, business owner, spoke in opposition of the Bogard Street property.
- I. Nicole Inglis, resident, spoke in favor of helping the unhoused have access to services but in opposition to the purchase of the Bogard Street property.
- J. Nikki Mendenhall, business owner, spoke in opposition of the Bogard Street property.
- K. Jake Wofford, resident, spoke in opposition of the Bogard Street property.
- L. Brittani Strain, business owner, spoke in opposition of the Bogard Street property.
- M. Gene Garino, business owner, spoke in opposition of the Bogard Street property.
- N. Sarah Wofford, resident, spoke in opposition of the Bogard Street property.

Councilor Briggs Loosley moved to direct to forgo the purchase of 225 NE Bogard Street and cancel the purchase agreement. The motion was seconded by Councilor Rummel 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.

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

Councilor Briggs Loosley shared some statistical information and expressed her appreciation to UCAN for running the warming center.

12. Adjourn

Mayor Rich adjourned the regular meeting at 9:35 p.m.

Grace Jelks

Grace Jelks

Management Staff Assistant



ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY

OLCC NEW OUTLET BHM CORPORATION DBA HOLY SMOKE SMOKE SHOP 161 NE GARDEN VALLEY BLVD. #101

Meeting Date: March 25, 2024

Department: Administration

www.cityofroseburg.org

Agenda Section: Consent

Staff Contact: Grace Jelks, Management Assistant

Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

OLCC has received an application from BHM Corporation dba Holy Smoke Smoke Shop, as a new outlet granted for "New Outlet – Off Premises" sales. Roseburg Municipal Code Chapter 9.12 requires staff review of all applications submitted to the Oregon Liquor and Cannabis Commission (OLCC) for a license to sell alcoholic beverages within the City. Upon completion of staff review, the City Recorder is required to submit the application and a recommendation concerning endorsement to the Council for its consideration. Changes to existing licenses must be processed in the same manner.

BACKGROUND

A. Council Action History.

Chapter 9.12 requires Council to make a recommendation to OLCC on the approval or denial of all liquor license applications submitted by any establishment located inside City limits. On February 12, 2024, the Council recommended approval for the same applicant, but for a business located 3019 NW Stewart Parkway #306, and a slightly different business name (BHM Corporation dba Holy Smoke Shop). The applicant notified staff on February 20, 2024, that he needed to withdraw this application due to changing locations. The current application before you reflects the new location and name change.

B. Analysis.

The Police Department conducted a background investigation on the applicant and found no reason to deny the application.

C. Financial/Resource Considerations.

The applicant has paid the appropriate fee for City review of the application.

D. Timing Considerations.

The applicant is requesting endorsement from the Council for immediate submittal to OLCC.

COUNCIL OPTIONS

Council may recommend OLCC approval of the application as submitted or recommend denial based on OLCC criteria.

STAFF RECOMMENDATION

Staff recommends Council approval of the application as submitted.

SUGGESTED MOTION

“I MOVE TO RECOMMEND APPROVAL OF THE OLCC NEW OUTLET APPLICATION FOR BHM CORPORATION DBA HOLY SMOKE SMOKE SHOP, AT 161 NE GARDEN VALLEY SUITE 101, IN ROSEBURG, OREGON.”

ATTACHMENTS:

Attachment #1 – Subject Application

Cc: License Applicant with copy of agenda
Jonathan Crowl, OLCC Representative

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

[New Outlet](#) | [Change of Ownership](#) | [Greater Privilege](#) | [Additional Privilege](#)

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

- Primary location
- Additional tasting locations: (Use the DISTT form [HERE](#))

Limited On-Premises

Off Premises

Warehouse

Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT
After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

City of Roseburg

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received: *03/12/24*

Optional: Date Stamp Received Below



- Recommend this license be granted
- Recommend this license be denied
- No Recommendation/Neutral

Printed Name

Date

Signature

Trade Name *Btm Corporation dba Holy Smoke Smoke Shop*

LIQUOR LICENSE APPLICATION

Page 2 of 4

| APPLICANT INFORMATION | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed. | |
| Name of entity or individual applicant #1: <i>Nibal Salah Zahr</i> | Name of entity or individual applicant #2: |
| Name of entity or individual applicant #3: | Name of entity or individual applicant #4: |

| BUSINESS INFORMATION | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Trade Name of the Business (name customers will see): <i>BHM CORPORATION DBA HOLY SMOKE SMOKE SHOP</i> | | |
| Premises street address (The physical location of the business and where the liquor license will be posted): <i>161 N.E. Garden Valley BLVD suite 101</i> | | |
| City: <i>Roseburg</i> | Zip Code: <i>97470</i> | County: <i>Douglas</i> |
| Business phone number: <i>310 629 6626</i> | Business email: <i>Nibal Zahr 2019 @ gmail .com</i> | |
| Business mailing address (where we will send any items by mail as described in OAR 845-004-0065[11]): <i>161 N.E. Garden Valley BLVD suite 101</i> | | |
| City: <i>Roseburg</i> | State: <i>OREGON</i> | Zip Code: <i>97470</i> |
| Does the business address currently have an OLCC liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |

| APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is <u>not</u> an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application. | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| Application Contact Name: <i>Nibal Salah Zahr</i> | |
| Phone number: <i>310 629 6626</i> | Email: <i>Nibal Zahr 2019 @ gmail .com</i> |

pd # 424318

LIQUOR LICENSE APPLICATION

Page 4 of 4

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

• Each applicant listed in the "Application Information" section of this form has read and understands [OAR 845-006-0362](#) and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

| | | |
|-------------------------|--------------------------------------------------------------------------------------------|------------------|
| <u>Nibal Salah Zahr</u> | <u></u> | <u>3/12/2024</u> |
| Applicant name | Signature | Date |
| _____ | _____ | _____ |
| Applicant name | Signature | Date |
| _____ | _____ | _____ |
| Applicant name | Signature | Date |
| _____ | _____ | _____ |
| Applicant name | Signature | Date |

Applicant/Licensee Representative(s): If you would like to designate a person/entity to act on your behalf you must complete the [Authorized Representative Form](#). You may submit the form with the application or anytime thereafter. The form must be received by the OLCC before the representative can receive or submit information for the applicant.

Please note that applicants/licensees are responsible for all information provided, even if an authorized representative submits additional forms on behalf of the applicant.

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 25, 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 second reading and adoption of the ordinance; or
- Direct Staff to make changes; or
- Do nothing

STAFF RECOMMENDATION

Staff recommends that Council proceed with second reading and adoption of the Ordinance 3599.

SUGGESTED MOTION

After second reading, the following motion would be appropriate:

“I MOVE TO ADOPT ORDINANCE NO. 3599.”

ATTACHMENTS:

Attachment #1 – Ordinance #3599

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: _____

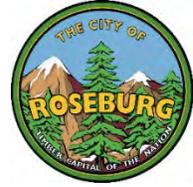
Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

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

Signature: _____

Name/Title: _____

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



RESOLUTION NO. 2024-07 – A RESOLUTION SETTING A NEW COUNCIL REIMBURSEMENT AMOUNT FOR 2024

Meeting Date: March 25, 2024
Department: Administration
www.cityofroseburg.org

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

ISSUE STATEMENT AND SUMMARY

Council is being asked to ratify the 2024 partial reimbursement amount for costs associated with internet and cell phone service for City elected officials.

BACKGROUND

A. Council Action History.

November 14, 2022 – The Council adopted Ordinance No. 3577 amending the code to allow a set amount for partial reimbursement to City elected officials for the costs associated with internet and cell phone service.

B. Analysis.

The Mayor and members of the Council are volunteers and receive no pay for their service. In their role as an elected official, they spend many hours attending commission and Council meetings, community events, training sessions and meetings with their constituents. They must use technology to access Council agenda packets, the Roseburg Municipal Code and other informational records. In addition, the Mayor and members of the Council must be accessible to their constituents through phone or email, generally through a cell phone or other device.

There are costs associated with the activities listed above, and partial reimbursement is available to all City elected officials toward those costs if they choose to participate.

Staff contacted each of the current elected officials to determine their monthly costs for both internet and cell phone service. From that, the following reimbursement amounts are being proposed as partial reimbursement, not to exceed the amount any City elected official currently pays for those services:

- Internet: \$67.50/month
- Cell Phone: \$48.55/month

It is recommended that the revised reimbursement amounts be adopted by resolution each year if there are any changes to the rates. Staff has prepared a resolution adopting the 2024 reimbursement rates for internet and cell phone services.

C. Financial/Resource Considerations.

At the recommended monthly reimbursement amount of \$116.05/month, the total annual reimbursement for each of the nine City elected officials would be \$1,392.60. If all nine members choose to receive the reimbursement, the total cost would be \$12,533.40. There are adequate funds available in the administrative department's budget.

D. Timing Considerations.

Reimbursements for 2024 are current, and this resolution is a housekeeping item.

COUNCIL OPTIONS

Council has the following options:

- Adopt a resolution setting a partial reimbursement of \$67.50/month for internet service and \$48.55/month for cell phone service for City elected officials; or
- Request additional information; or
- Not adopt the resolutions.

STAFF RECOMMENDATION

Staff recommends Council adopt the attached resolution setting the 2024 partial reimbursement of \$67.50/month for internet service and \$48.55/month for cell phone service for City elected officials.

SUGGESTED MOTION

"I MOVE TO ADOPT RESOLUTION NO. 2024-07."

ATTACHMENTS:

Attachment #1 – Resolution No. 2024-07

RESOLUTION NO. 2024-07

**A RESOLUTION SETTING THE COUNCIL REIMBURSEMENT AMOUNT FOR
INTERNET AND CELL SERVICE**

WHEREAS, the Mayor and members of the Council are volunteers and receive no pay for their service; and

WHEREAS, the Mayor and Council must use technology to access Council agenda packets, the Roseburg Municipal Code and other informational records, and be accessible to their constituents through phone or email; and

WHEREAS, there are costs associated with the technology needed for this access; and

WHEREAS, Council adopted Ordinance No. 3577, which amended the code to allow partial reimbursement for internet and cell phone service to city elected officials.

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

Section 1. City elected officials are eligible to receive a partial reimbursement of \$67.50 per month for the cost of internet and \$48.55 per month for the cost of cell phone service.

Section 2. This resolution shall be effective starting January 1, 2024.

**ADOPTED BY THE ROSEBURG CITY COUNCIL AT ITS REGULAR MEETING
ON THE ____ DAY OF _____, 2024.**

Amy Nytes, City Recorder

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



RESOLUTION NO. 2024-08 – A RESOLUTION DESIGNATING BANK SIGNATORIES

Meeting Date: March 25, 2024
Department: Administration
www.cityofroseburg.org

Agenda Section: Consent Agenda
Staff Contact: Amy Nytes
Contact Telephone Number: 541-492-6866

ISSUE STATEMENT AND SUMMARY

With the retirement of City Recorder Patty Hitt, her name needs to be removed as authorized signatory on the City's bank accounts and replaced with City Recorder Amy Nytes.

BACKGROUND

A. Council Action History.

Council must take action on bank signatories whenever the designated appointed official changes.

B. Analysis.

The City's current administrative policy states, "All checks, drafts or other orders for the payment of money drawn in the name of the City shall be signed by two or more of the following officials: City Manager, Finance Director and City Recorder." In order to implement the policy, the City Council must authorize by resolution those individuals. When a facsimile signature is used, one signature is required; when true signatures are used, two signatures are required.

C. Financial/Resource Considerations.

None.

D. Timing Considerations.

Patty Hitt's last day was February 29, 2024. To have appropriate designees with full authorization on the City's bank accounts, the signatories should be amended immediately.

COUNCIL OPTIONS

Council has the following options:

1. Adopt the attached resolution updating the City's authorized signatories; or
2. Request changes to the City's administrative signatory policy. This will delay the updates to the resolution and leave the City with only two authorized signatures in the meantime; or

3. Request additional information.

STAFF RECOMMENDATION

Staff recommends the City Council adopt the attached resolution, which adds newly appointed City Recorder Amy Nytes to the authorized bank signatories.

SUGGESTED MOTION

“I MOVE TO ADOPT RESOLUTION NO. 2024-08, DESIGNATING SIGNATORIES FOR BANK ACCOUNTS.”

ATTACHMENTS:

Attachment #1 – Resolution No. 2024-08

RESOLUTION 2024-08

A RESOLUTION DESIGNATING SIGNATORIES FOR BANK ACCOUNTS

BE IT RESOLVED by the City Council of the City of Roseburg, Oregon, a municipal corporation of the State of Oregon, as follows:

Section 1. All banks in which the City maintains accounts are hereby requested, authorized and directed to honor checks, drafts or other orders for the payment of money drawn in the name of the City of Roseburg, including those drawn to the individual order of any person or persons whose name or names appear thereon when bearing or purporting to bear facsimile signatures of one or more or the true signatures of two or more of the following officials: City Manager, City Recorder and Finance Director:

| <u>Title</u> | <u>Name</u> | <u>Facsimile</u> |
|------------------|---------------------|------------------|
| City Manager | Nicole A. Messenger | _____ |
| Finance Director | David R. Harker | _____ |
| City Recorder | Amy Nytes | _____ |

and such banks shall be entitled to honor and to charge the City of Roseburg for all such checks, drafts or other such orders, regardless of by whom or by what names the facsimile signature or signatures thereon may have been affixed thereto, if such facsimile signature or signatures resemble the facsimile specimen duly certified to or filed with the above bank by the Recorder of the City of Roseburg.

Section 2. That the City of Roseburg does hereby adopt the facsimile signatures set forth as true and valid signatures by and of the City and agrees to save and keep the banks free and harmless from any and all claims or losses of any kind or character resulting from the payment of the checks, drafts or other orders bearing or purporting to bear such facsimile signatures made by stamp, machine or other mechanical device.

Section 3. The City Manager or the Manager's designee is authorized to direct inter-account and inter-bank transfers of City funds between established City accounts and to lawfully invest City funds in the name of the City through any depository of City funds or through any government official within the State.

Section 4. The City Manager is further authorized, pursuant to the City Charter, to sign and execute on behalf of the City of Roseburg, grant applications, bonds, contracts and other documents as may be required from time to time.

Section 5. That any other resolution in conflict herewith, is hereby repealed.

RESOLUTIONS B
ATTACHMENT NO. 1

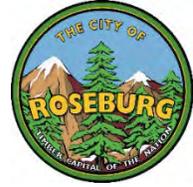
Section 6. The City Recorder is directed to deliver a certified copy of this resolution to each bank in which the City maintains any account.

Section 7. This resolution shall be effective on March 04, 2024, and remain in full force and effect until amended or repealed by action of the City Council.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ROSEBURG, OREGON
AT ITS REGULAR MEETING ON THE 25TH DAY OF MARCH, 2024.**

Amy Nytes, City Recorder

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



DOUGLAS AVENUE DEER CREEK BRIDGE PROJECT - INTERGOVERNMENTAL AGREEMENT - CHANGE ORDER NO. 1

Meeting Date: March 25, 2024
Department: Public Works
www.cityofroseburg.org

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

ISSUE STATEMENT AND SUMMARY

Staff recently received the draft Intergovernmental Agreement (IGA) Change Order No.1 for the Douglas Avenue Deer Creek Bridge Construction Project from the Oregon Department of Transportation (ODOT). The issue for the City Council is whether to authorize the execution of the change order to the agreement.

BACKGROUND

A. Council Action History.

On December 14, 2020, the City Council authorized the execution of an IGA with ODOT for the design portion of the Douglas Avenue Deer Creek Bridge Project.

On August 22, 2022, the City Council adopted Resolution 2022-27 authorizing the acceptance of a grant award from the Local Bridge Program through ODOT for replacing the Deer Creek Douglas Avenue Bridge.

On January 22, 2024, the City Council executed Amendment No. 1 to the Douglas Avenue Deer Creek IGA with ODOT for the construction portion of the project.

B. Analysis.

In March 2019, the City of Roseburg was awarded a grant through the ODOT Local Bridge Program to design a replacement bridge on Douglas Avenue over Deer Creek. Amendment No. 1 to the IGA with ODOT executed in January had estimated construction costs scoped in 2018. ODOT recently received an updated construction cost estimate and is requesting a change order to the IGA to account for the increased costs due to inflation and additional right-of-way needs. This will be a federally funded project led by ODOT and is scheduled to receive funding in Federal Fiscal Year 2026.

The existing bridge is a seven-span steel rolled girder bridge that is functionally obsolete due to its width. It has a sufficiency rating of 26.1 out of 100 and a load restriction of 32 tons. The bridge rails are substandard. It is scour critical with a Scour Appraisal of 3 (SC-Unstable) with exposed footing. The Deck Appraisal is a 2 (Intolerable) and is in poor

condition, progressing with exposed rebar, spalls, cracks with rust staining, and efflorescence in the deck soffit. The girders have fatigue-prone details, and all beams sag slightly. The bridge also shows signs of high water on some beams.

C. Financial/Resource Considerations.

The updated estimate for the total construction cost is \$12,638,119. Federal funds are limited to \$11,340,184.18 (89.73%), and the required City matching funds are \$1,297,934.82 (10.27%). The increase to the required City matching funds is \$166,902.29. The City has reserved approximately \$1.3 million in Surface Transportation Block Grant (STBG) funds for the match. Urban Renewal funding could also be used for a portion of the match, freeing up the Transportation Fund for other projects.

D. Timing Considerations.

If authorized, the change order will be executed as soon as practical.

COUNCIL OPTIONS

The Council has the following options:

1. Authorize execution of Change Order No. 1 to the Douglas Avenue Deer Creek Bridge Construction Project; or
2. Request additional information.

STAFF RECOMMENDATION

The existing bridge is structurally deficient, functionally obsolete, and load-restricted. The ODOT Local Bridge Program is the only viable funding source for this bridge replacement project. This item was discussed at the Public Works Commission meeting on March 14, 2024, and the Commission recommended the Council authorize execution of the change order. Staff concurs with the recommendation.

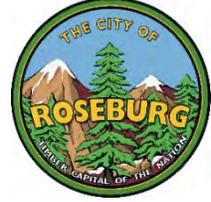
SUGGESTED MOTION

“I MOVE TO AUTHORIZE EXECUTION OF CHANGE ORDER NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH ODOT FOR THE DOUGLAS AVENUE DEER CREEK BRIDGE CONSTRUCTION PROJECT.”

ATTACHMENTS:

None

ROSEBURG CITY COUNCIL AGENDA ITEM SUMMARY



CITY MANAGER ACTIVITY REPORT

Meeting Date: March 25, 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 25, 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
March 12, 2024 - 10:00 a.m.

1. March 11, 2024 City Council Meeting Synopsis
2. March 25, 2024 City Council Meeting Agenda
3. Review Tentative Future Council Meeting Agendas
4. Documents, Events, or Grants to review and/or sign
5. Discussion Items



Agenda
Department Head Meeting
Public Safety Center Umpqua Room
March 18, 2024 - 10:00 a.m.

1. IT Updates and Questions – Christine, Systech
2. March 25, 2024 City Council Meeting Agenda
3. Review Tentative Future Council Meeting Agendas
4. Documents, Events, or Grants to review and/or sign
 - A. Community Event Application – Funeral Procession
5. Discussion Items

TENTATIVE FUTURE COUNCIL AGENDA



Unscheduled

- UTRAN Presentation
- VA Director Presentation
- Council Goals Adoption
- Police Contract
- Authorization to accept FAA Grant

April 8, 2024

Mayor Reports

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

Consent Agenda

- A. March 25, 2024 Meeting Minutes

Department Items

- A. Fee Discussion

Executive Session

- A. Labor Negotiations 192.660(2)(d)

Informational

- A. City Manager Activity Report

April 22, 2024

Mayor Reports

- A. Historic Preservation Month Proclamation

Consent Agenda

- A. April 8, 2024 Meeting Minutes

Department Items

- A. Bradford Avenue ADA Ramp Project – Contract Award Recommendations

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

August 12, 2024

Consent Agenda

A. July 22, 2024 Meeting Minutes

Informational

A. City Manager Activity Report

B. Quarterly Financial Report

City Manager Updates
March 8, 2024

- The Winter Newsletter is out. You can find lots of great information here:
<https://mailchi.mp/cityofroseburg/city-of-roseburg-winter2024-e-newsletter-6220986>
- The Roseburg Area Chamber's annual awards dinner is March 21. We typically fill at least one table, but we need a headcount to see if we need one table or two. Please let Grace know by Thursday, March 14 if you plan to attend.
- Staff conducted an inspection at Bernie Woodard's proposed 10-tent campsite at 216 SE Pine Street yesterday. All conditions have been met (or a plan is in place to meet them) and he may begin inviting campers to stay on his property. He has also submitted two more applications, one on Micelli Street across from Micelli Park and one on Flint Street near the railroad tracks. The Council adopted policies regarding vehicle and tent camping sites can be found here:
<https://www.cityofroseburg.org/departments/community-development/vehicle-tent-camping-program>
- Department heads turned in their General Fund draft budgets to Ron Harker and me this week. We have begun the process of reviewing the proposals and measuring against potential revenues.
- The Library has a jam-packed schedule of adult programs this spring. All programs start at 6:30 p.m. at the library and include:
 - Geology of Mt. Eddy with Larry Broeker, March 21
 - All About Beavers with Dr. Jeff Baldwin, March 27 (Umpqua Valley Audubon Society partnership)
 - Winemaking in the Umpqua Valley with Joel Goodwillie, April 11
 - Peregrine falcons with Bob Sallinger, April 24 (Umpqua Valley Audubon Society partnership)
 - Tribal histories of the Willamette Valley with Dr. David G. Lewis, May 2
 - Fall programs will include authors Eileen Garvin ("Crow Talk") and Tim Palmer ("Field Guide to Oregon Rivers") and the Americans and the Holocaust Exhibition with a slate of speakers from November 7-December 19.
- Shaun Pritchard and I will be working with Suzanne on a guest editorial outlining the work accomplished at the Gary Leif Navigation Center. As part of that process, Shaun provided the attached information regarding people served at the center. There is a lot of work to do, but the success rate so far has been outstanding and 52 people have moved into stable housing situations.
- Registration is open for the LOC Spring Conference. Info is here:
<https://www.orcities.org/training-events/conferences/2024-spring-conference>
- Meetings next week:
 - City Council – Monday, March 11 @ 7 pm, City Hall Council Chambers

- Public Works Commission – Thursday, March 14 @ 3:30 pm Council Chambers

Gary Leif Navigation Center

Current #s for Jan 1, 2024 through Feb. 23, 2023

Shelter

Total people served in shelter **39** since Jan 1, 2024

Current Sheltered: **33**

Exited since last meeting: **4**

- **4** adult self-exited

Jan 1, 2024 through Feb. 23, 2023

We have sheltered **28** adults, **5** children, **33** total individuals.

Housing Application Assistance **58**

Total Services **116**

In shelter from opening until Feb. 23, 2024

We have sheltered **83** adults, **15** children, **98** total individuals.

65 individuals transition out of shelter, **52** went to permanent stable environments.

80% have exited to positive housing destinations.

Walk-In Services

Jan 1, 2024 through Feb. 23, 2023

Navigation Center Walk in Services

Total consumers served: **183**

We have assisted **178** adults, **5** children, **183** total individuals.

- Assisted individuals obtain Cellphones **11**
- Shelter Applications **134**
- Provided Referrals to Community Partners in Office **125**
- Mail Services **75**
- Assisted individuals obtain Identification Cards **16**

Total Services **460**

From opening until Feb. 23, 2024

We have assisted **787** adults, **48** children, **835** total individuals.

City Manager Updates
March 15, 2024

- I have been in contact with Meredith Bliss about continuing the goal setting efforts. Earlier today, I sent a Doodle poll with possible dates. The plan is to schedule the next two sessions, which will hopefully get us to the finish line.
- Amy Nytes and I attended an LOC “Small Cities” regional meeting in Oakland yesterday. The main presentation was on new grant opportunities from the Oregon Department of Energy followed by networking and sharing with a number of southern Oregon cities including Oakland, Drain, Yoncalla, Myrtle Creek, Winston, Glendale, Shady Cove and Rogue River. Representatives from CCD, USDA, and DEQ also attended.
- Sub-committee members met with the Dream Center directors on Monday. We discussed another potential site while refining the site design for their existing location. As we continue to evaluate sites, there may be some lead-time before bringing additional information forward to Commission and Council.
- Chief Klopfenstein, Sgt. Daniel Allen, Parks & Rec Program Manager Val Ligon, and I attended the ribbon cutting ceremony for RHS’ new softball facility on Tuesday. Thank you to Councilors Briggs-Loosley and Michalek for attending as well. Each of the speakers thanked the City for their partnership and help in moving the project forward. Stuart was not able to attend, but I passed the information on since his department was instrumental in helping the school district navigate the land use regulations. It really is a beautiful new facility that the community can take pride in.
- The Partnership Board met on Tuesday and spent time on planning the Southern Oregon Economic Development Summit happening May 14 and 15 at Seven Feathers. The board also heard a presentation from Experience Roseburg which included a demonstration of the amount and type of data they collect to guide their marketing strategies.
- Councilor Briggs-Loosley, Councilor Michalek, Stuart Cowie and I attended the Chamber luncheon on Monday and heard presentations from two new Roseburg leaders. Russ Woolley, the new CEO of CHI Mercy, and Kara Carlisle, the new President of The Ford Family Foundation both gave great presentations about their organizations and their strategic plans for the future.
- Weekly camp cleanups continue in the parks system. As spring sports get ready to kick off, emphasis will be on ensuring the youth sports facilities are cleaned up and ready to go. Unfortunately, only two people showed up for work-crew during this week’s scheduled cleanup, which limits the amount of progress that can be made. Homeless Liaison Officer Chavez went to Medford this week and rode with their livability team to learn more about their efforts and results.
- The Public Works Commission met on Thursday and forwarded a recommendation to approve an amendment to the IGA with ODOT for the Douglas Avenue Deer Creek Bridge Project.

- The Great Easter Bunny Hunt is in full swing....learn more here:
<https://www.cityofroseburg.org/event-details/great-easter-bunny-hunt---week-1/12203/>
- I volunteered for the Roseburg School District Budget Committee and was appointed at the Board meeting on Wednesday. While I will have a lot to learn, this is a nominal time commitment that will happen outside of my working hours.
- Meetings next week:
 - Library Commission – Tuesday 3/19 @ 4 pm – Roseburg Library
 - Historic Commission – Wednesday, 3/20 @ 3:30 pm – Council Chambers