



CITY OF ROGUE RIVER

133 Broadway • Box 1137 Rogue River, Oregon 97537 • (541) 582-4401

Fax: (541) 582-0937 • website: cityofrogueriver.org

REGULAR COUNCIL MEETING

THURSDAY, DECEMBER 18, 2025

6:00 P.M.

This meeting is also available for attendance by phone or internet via <https://join.freeconferencecall.com/rogueriver>:

Dial-in using your phone:

1-978-990-5207

Enter Access Code: 2145898

Or visit the website:

freeconferencecall.com

Enter Online Meeting ID: rogueriver

CALL TO ORDER

INVOCATION – Tawny Moore, Campus Director River Valley Church, Rogue River

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA

SPECIAL ORDERS OF BUSINESS:

APPROVAL OF MINUTES:

- 1 November 20, 2025

COMMITTEE REPORTS:

Community Relations: Chamber of Commerce Liaison
Community Relations: Community Center Representative
Emergency Communications of Southern Oregon
Finance Committee
Planning Commission Liaison
Rogue Valley Area Commission on Transportation
Rogue Valley Council of Governments
Middle Rogue Metropolitan Planning Organization

(City Councilor Barb Hilty)
(City Councilor Barb Gregory)
(City Administrator Ryan Nolan)
(City Councilor Sherrie Moss)
(City Councilor Barb Gregory)
(City Councilor Sharie Davis)
(Mayor Pam VanArsdale)
(Mayor Pam VanArsdale)

PUBLIC INPUT: *Speakers will be allowed three (3) minutes*

ORDINANCES & RESOLUTIONS:

- 2 Consider approving agreement for funds for improvements on Depot Street and Rogue River Highway, through 24-27 Statewide Transportation Improvement Program, No. 73000-00052826.
- 3 Consider adopting Ordinance No. 25-443-O, Emergency Operations Plan Update (Ordinance and Exhibit A)



Consider adopting Ordinance No. 25-444-O, an update to the Hunter Communications Franchise

We are an AWCSE and comply with Section 504 of the Rehab. Act of 1973

2025.12.18 Council Packet

Packet Page 1

"Home of the National Rooster Crowing Contest"



- 5 Consider adopting Ordinance No. 24-433-O, an Ordinance adopting FEMA BiOp standards in the City's Development Standards.

PUBLIC HEARINGS: None

EXECUTIVE SESSION – ORS 192.660 (2)(a,b,c,d,e,f,g,h,i,j,k,l,m,n,o,p,q) {As/If Required}:

ADMINISTRATIVE ACTION:

- 6 Consider accepting resignation from Tree City Committee

REVIEW OF COMMITTEE MINUTES:

None. (December's Tree City Committee Meeting was cancelled.)

OTHER BUSINESS:

COUNCIL MEMBER COMMENT:

MAYOR COMMENTS:

ADJOURNMENT

Public Participation: *Members of the public are welcome to attend Council meetings unless otherwise noted. Public participation by testimony or comment is only permitted on certain matters, the order and length of which shall be regulated by the Council's presiding officer. Any member of the public who fails to comply with the Council's rules of conduct or who causes a disturbance shall be asked to leave, and upon failure to do so, becomes a trespasser. Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted.*

Access Assistance: *City Hall is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for the other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Administrator, Ryan Nolan, in person, Monday through Thursday, between 9:00 a.m. and 5:00 p.m., or via first class mail at PO Box 1137, Rogue River, OR 97537 or electronically at rnolan@cityofrogueriver.org.*

Meeting Violation: *Written grievances regarding violations of provisions of Public Meeting Law (ORS 192.610 to 192.705) may be submitted to City Administrator, Ryan Nolan, in person Monday through Thursday, between 9:00 a.m. and 5:00 p.m., or via first class mail at PO Box 1137, Rogue River, OR 97537 or electronically at rnolan@cityofrogueriver.org.*

Invocation Policy: *Any invocation that may be offered before the official start of the City Council meeting is the voluntary offering of a private citizen to and for the benefit of the Council pursuant to Resolution No. 23-1408-R. The views and beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to suggest allegiance to or preference for any particular religion, denomination, faith, creed, or belief of the City Council or the City of Rogue River. No person in attendance at this meeting is or shall be required to participate in any invocation, and the decision whether or not to participate will have no impact on his or her right to actively participate in the public meeting.*

If you wish to speak regarding an agenda item, please sign in before the start of the meeting.



**CITY OF ROGUE RIVER
CITY COUNCIL
MEETING
PACKET**

Thursday, December 18th – 6:00 P.M.

ORDER	EXHIBIT	PAGE #
1	November 20, 2025, Minutes	4 - 8
2	Agreement for Funds on Depot Street	9-24
3	Ordinance No. 25-443-O – Emergency Operations Plan Update	25
	Emergency Plan Excerpt (3 pages of ~600 page plan) Full plan available for review at Rogue River City Hall	26-28
4	Ordinance No. 25-444-O – Update Hunter Communications Franchise	29-38
5	Ordinance No. 25-443-O – Adopting FEMA BiOp Standards. Memo regarding continuation of issue.	39
6	Resignation from Tree City Committee member Laura Jones	40

ROGUE RIVER CITY COUNCIL MINUTES

THURSDAY, NOVEMBER 20, 2025

CITY HALL COUNCIL CHAMBERS

CITY OF ROGUE RIVER, JACKSON COUNTY, OREGON

CALL TO ORDER The Regular Council meeting which was called to order by Mayor Pam VanArsdale at 6:01 p.m.

INVOCATION Larry Hamblin, The Church of Jesus Christ of Latter-Day Saints

PLEDGE OF ALLEGIANCE Mayor Pam VanArsdale led the Council and audience in the Pledge of Allegiance

QUORUM **COUNCIL MEMBERS PRESENT:**

Mayor Pam VanArsdale
City Councilor Sharie Davis
City Councilor Barb Gregory
City Councilor Barb Hilty
City Councilor Sherrie Moss
City Councilor Mark Minegar
City Councilor Grace Howell

COUNCIL MEMBERS ABSENT:

None

STAFF PRESENT:

Ryan Nolan, City Administrator
Diane Oliver, City Recorder
Dave Rash, Police Chief

MEDIA PRESENT:

Brian Mortensen, Rogue River Press

A quorum was present, and due notice had been published.

SPECIAL ORDERS OF BUSINESS: None

APPROVAL OF MINUTES:

Move to accept the City Council October 23, 2025, minutes.

Motion by Councilor Moss, seconded by Councilor Gregory, all ayes, none opposed, minutes of October 23, 2025, are approved.

COMMITTEE REPORTS:

Community Relations; Chamber of Commerce Liaison: City Councilor Barb Hilty reports that

meeting was held today. They are working on creating an interactive map of Rogue River and hope to have it completed by March of 2026. Winter Wonderland is Dec 6th the Italian dinner will be served from 4:30 until the food is gone. Santa will be lighting the tree! The Chamber will be decorating the city on Saturday Nov 22 at 10:00AM. The December 4th mixer will be at the Live Oak Grange from 5:30-7:00.

Community Relations; Community Center Representative: City Councilor Barb Gregory reports that Easter Seals has funding again, which means Scott, Mary and Lee will get paid. On Friday November 21 the Thanksgiving dinner will be served with all the trimmings. There will be a raffle of a new bicycle, and tickets will be on sale November 21st. The winner of the raffle will be announced on December 19th. Danny is trying to sell the old bus. Lola is the new hire at the Thrift store who is the new floor manager, which is a position that was desperately needed. The dinners will be served monthly at the Community Center.

Emergency Communication of Southern Oregon (ECSO): City Administrator Ryan Nolan reports that the executive director is working to get all jurisdictions to make sure they have the identified primary and backup appointee to go to the board meetings so that they have a quorum so that they can always do business correctly. The construction projects could be done anytime soon. Chief Rash was in the audience and did have his new radio on, even though they are being used on the old system still.

Finance Committee: City Councilor Sherrie Moss reports that between October 18th and November 17th, 2025, the finance committee met four times, issuing a total of 83 checks, and 11 electronic payments totaling \$ 196,502.89. The city is 33% through the fiscal year and reports a summary on the budget.

Planning Commission Liaison: Councilor Barb Gregory gave a report that there were no meetings due to the holiday. She gave a report on building permits for the month of November so far, 2 commercial structural and 3 residential structural for a total of 5 permits.

Rogue Valley Area Commission on Transportation (RVACT): Councilor Sharie Davis reports they are looking for volunteers to be on the review committee for the critical Oregon airport relief team. The local construction projects being worked on are Jackson County ADA projects. There's a big X project on Oregon 238, Highway 62, and Oregon 99. They are improving pavement and bridge preservation projects, including bike and pedestrian paths. There are 88 ADA ramps being installed throughout the county. The Foothill construction is ongoing with completion expected in 2026. The Alameda fire area projects to improve safety for pedestrians and bicyclists are ongoing. There is a wrong way driver project that is going on as well. Upcoming projects at exit 27 in Medford at Barnett Street, and the Goldhill bridge is set to begin in 2026. The I-5 monument Drive in Grants Pass will be starting soon. There will also be a Highway 62 and Oregon 234 Roundabout project to start in 2027. Also, on Highway 140 they are adding a turn lane in White City.

Rogue Valley Council of Governments: Mayor Pam VanArsdale reports the meeting has not been held until the beginning of December.

Middle Rogue Metropolitan Planning Organization (MRMPO): Mayor Pam VanArsdale reports there

was not a meeting due to a lack of agenda items.

PUBLIC INPUT: None

ORDINANCES & RESOLUTIONS:

Consider approving Resolution 25-1462, a Resolution updating the City's Continuity of Operations Plan (COOP).

Moved by Hilty, seconded by Gregory to approve Resolution 25-1462, a Resolution updating the City's Continuity of Operations Plan (COOP).

Discussion on the motion

Vote: Davis, yes
Howell, yes
Minegar, yes
Hilty, yes
Moss, yes
Gregory, yes

Motion passes

Consider approving Resolution 25-1463, a Resolution amending the Council Rules by adding a School Board Liaison position.

Moved by Moss, seconded by Howell to approve Resolution 25-1463, a Resolution amending the Council Rules by adding a School Board Liaison position.

No discussion on the motion

Vote: Davis, yes
Howell, yes
Minegar, yes
Hilty, yes
Moss, yes
Gregory, yes

Motion passes

EXECUTIVE SESSION – ORS 192.660: None

ADMINISTRATIVE ACTION:

Consider approving the mayor's appointment of Councilor Mark Minegar to the School Board position in Liaison.

Moved by Gregory, seconded by Howell to approve the mayor's appointment of Councilor Minegar to position in Liaison.

No discussion on the motion

Vote: All ayes, none opposed, Councilor Mark Minegar has been appointed the new Rogue River School Board Liaison.

REVIEW OF COMMITTEE MINUTES:

Consider accepting the November 13th, 2025, Tree City Committee Minutes.

Moved by Hilty, seconded by Moss to approve the TCUSA minutes of November 13th, 2025.

No discussion

Vote: All ayes, none opposed, TCUSA minutes are approved.

OTHER BUSINESS: Ryan Nolan City Administrator announced that our Chief of Police Dave Rash received a commendation from a citizen who struggles in life, and is not in a good place, but appreciates the help and patience the Chief has shown her. Ryan is also following up on the request to relay an emergency system that would alert the community of an emergency. December 2nd he, Paige and Chief will attend a meeting. This will give us the ability to push notifications in the event of an emergency like a boil water notification to neighbors, or to communicate between staff. He and councilors looked at the calendar for upcoming events. December 4th is our Small City meeting in Canyonville. We looked at scheduling a January 8th CC Workshop. We will hold off until we know if we'll have a quorum. We will also look at committee appointments.

COUNCIL MEMBER COMMENT: Councilor Barb Gregory asked to be excused from the Planning Commission workshop on December 8th as she will be traveling.

POLICE CHIEF COMMENT: When asked by Councilor Gregory about a death this last weekend In our community, Chief did mention that we could read about it in the Rogue River Press. He also thanked the Jackson County Sheriff's office, Oregon State, and the Ashland police departments for their assistance in this tragedy. Our officers were the first on the scene, and Officer Mathews with his medical background did a tremendous job.

MAYOR COMMENTS: None

ADJOURNMENT There being no further business to come before the City Council and upon motion duly made (Gregory), seconded (Minegar) and carried, the meeting adjourned at 6:40 p.m.

ATTEST:

Mayor Pam VanArsdale_____ Date _____

Diane Oliver, City Recorder _____

**ODOT Delivered Federal Project
On Behalf of The City of Rogue River
Project Name: OR99: Depot Street (Rogue River)
Key Number: 24234**

THIS AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the **City of Rogue River**, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" and collectively as "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities and units of local governments for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
2. Rogue River Highway No. 60 (OR99) and portions of Depot Street are a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. Agency has agreed that State will deliver this project on behalf of the Agency.
4. The Project was selected as a part of the Carbon Reduction Program ("CRP") and may include a combination of federal and state funds. "Project" is defined under Terms of Agreement, paragraph 1 of this Agreement.
5. The Stewardship and Oversight Agreement On Project Assumption and Program Oversight By and Between Federal Highway Administration, Oregon Division and the State of Oregon Department of Transportation ("Stewardship Agreement") documents the roles and responsibilities of the State with respect to project approvals and responsibilities regarding delivery of the Federal Aid Highway Program. This includes the State's oversight and reporting requirements related to locally administered projects. The provisions of that agreement are hereby incorporated and included by reference.
6. The Bipartisan Infrastructure Law, created the Carbon Reduction Program at 23 United States Code ("USC") 175, which provides federal aid funds for projects designed to reduce transportation emissions from on-road highway sources. ODOT administers the Small Urban and Rural portion of the Carbon Reduction Program and selects projects through a competitive process for areas of the state with less than 200,000 residents.

NOW THEREFORE the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, Agency and State agree to State delivering the OR99: Depot Street (Rogue River) project on behalf of Agency, hereinafter referred to as "Project." Project includes alternative designs for the addition of bike, pedestrian, and transit facilities at Depot Street and OR99. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. Agency agrees that, if State hires a consultant to design the Project, State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
3. Project Costs and Funding.
 - a. The total Project cost is estimated at \$33,081.00, which is subject to change. Federal funds for this Project shall be limited to \$30,000.00. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal funds, and the 10.27 percent match for all eligible costs. Any unused funds obligated to this Project will not be paid out by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.
 - b. With the exception of Americans with Disabilities Act of 1990-related design standards and exceptions, State shall consult with Agency on Project decisions that impact Total Project Cost involving the application of design standards, design exceptions, risks, schedule, and preliminary engineering charges, for work performed on roadways under local jurisdiction. State will allow Agency to participate in regular meetings and will use all reasonable efforts to obtain Agency's concurrence on plans. State shall consult with Agency prior to making changes to Project scope, schedule, or budget. However, State may award a construction contract up to ten (10) percent (%) over engineer's estimate without prior approval of Agency.
 - c. Federal funds under this Agreement are provided under Title 23, United States Code.
 - d. ODOT does not consider Agency to be a subrecipient or contractor under this Agreement for purposes of federal funds. The Assistance Listing Number (ALN) for this Project is 20.205, title Highway Planning and Construction. Agency is not eligible to be reimbursed for work performed under this Agreement.
 - e. State will submit the requests for federal funding to the Federal Highway Administration (FHWA). The federal funding for this Project is contingent upon

approval of each funding request by FHWA. Any work performed outside the period of performance or scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.

Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.

4. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.

5. Termination.

- a. This Agreement may be terminated by mutual written consent of both Parties.
- b. State may terminate this Agreement upon 30 days' written notice to Agency.
- c. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - i. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - iii. If Agency fails to provide payment of its share of the cost of the Project.
 - iv. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - v. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
- d. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. **ODOT Standards for Accessibility Features:**

The Parties agree that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, will be designed according to current ODOT Highway Design Manual standards. The Parties further agree that all Project sidewalks, curb ramps, and

pedestrian-activated signals will be designed using ODOT Standard Drawings, and that the ODOT Design Exception process will be followed for any sidewalk, curb ramp, or pedestrian-activated signal that cannot be designed to the ODOT standards. The Project design will include temporary pedestrian routes through or around any work zone. All such temporary pedestrian routes will include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility.

7. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
8. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
9. The Parties acknowledge and agree that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Parties which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of the Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by the requesting party.
10. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are incorporated by this reference and made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The Parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this Agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.
11. Agency shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires the State to return funds to FHWA, hold harmless and indemnify the State for an amount equal to the funds received under this Agreement.
12. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
13. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in

conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

14. Notwithstanding anything in this Agreement or implied to the contrary, the rights and obligations set out in the following paragraphs of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive: Terms of Agreement Paragraphs 3.e (Funding), 5.d (Termination), ~~6.b (ADA maintenance)~~, 9-14, 17 (Integration, Merger; Waiver); and Attachment 2, paragraphs 1 (Project Administration), 7, 9, 11, 13 (Finance), and 37-41 (Maintenance and Contribution). omit - no 6b included herein.
15. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
16. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
17. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
18. State's Contract Administrator for this Agreement is Justin Shoemaker, Transportation Project Manager, 100 Antelope Road, White City, OR 97503, 541-200-5784, justin.d.shoemaker@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
19. Agency's Contract Administrator for this Agreement is Ryan Nolan, City Administrator, PO Box 1137, Rogue River, OR 97537, 541-582-4401 ext. 106, rnolan@cityofrogueriver.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Agency/State
Agreement No. 73000-00052826

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2024-2027 Statewide Transportation Improvement Program (STIP), (Key #24234) that was adopted by the Oregon Transportation Commission on July 13, 2023 (or subsequently by amendment to the STIP).

CITY OF ROGUE RIVER, by and through
its elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____

Agency Counsel

Date _____

Agency Contact:

Ryan Nolan
City Administrator
PO Box 1137
Rogue River, OR 97537
541-582-4401
rnolan@cityofrogueriver.org

State Contact:

Justin Shoemaker
Transportation Project Manager
100 Antelope Road
White City, OR 97503
541-200-5784
Justin.d.shoemaker@odot.oregon.gov

STATE OF OREGON, by and through
its Department of Transportation

By _____

Region 3 Manager

Date _____

APPROVAL RECOMMENDED

By _____

State Traffic Roadway Engineer

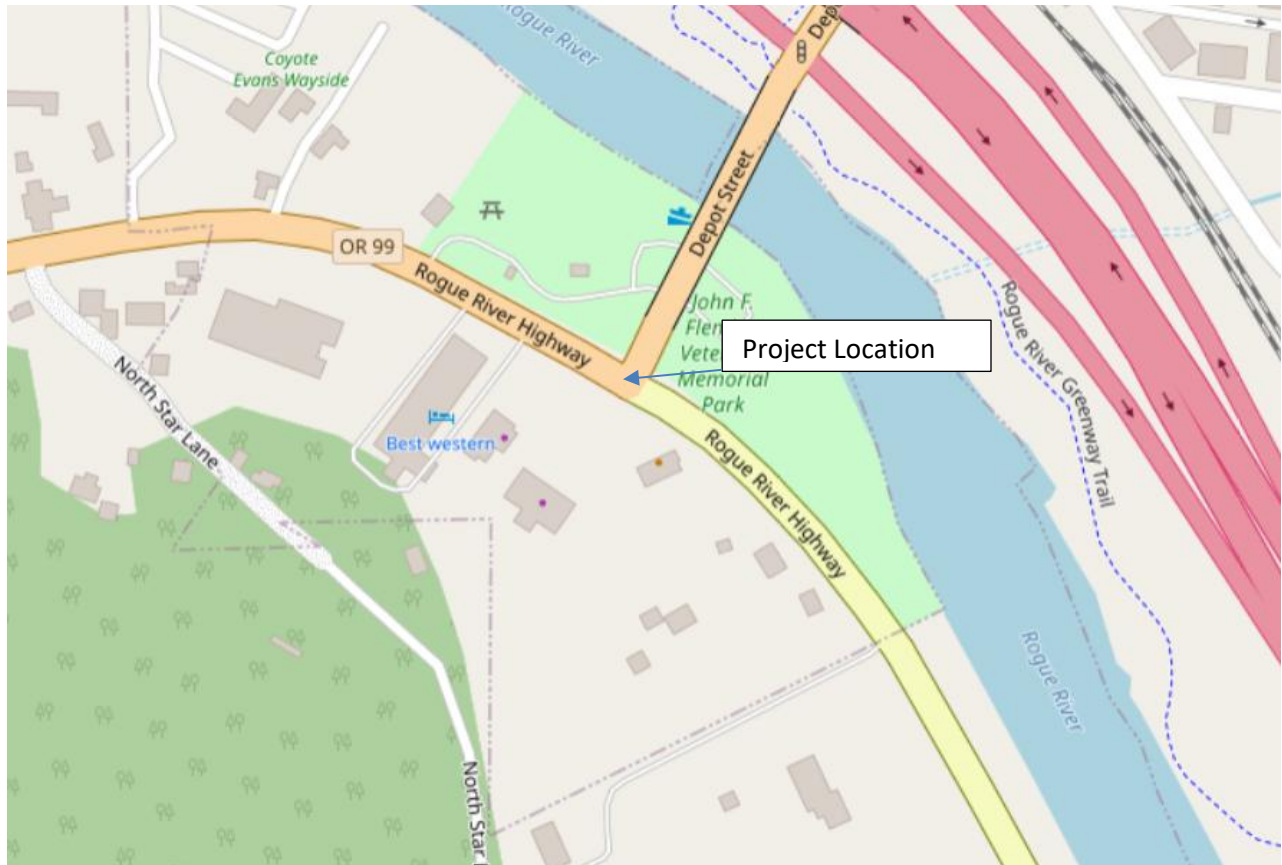
Date _____

By _____

Carbon Reduction Program Manager

Date _____

EXHIBIT A – Project Location Map



ATTACHMENT NO. 1 to AGREEMENT NO. 73000-00052826
SPECIAL PROVISIONS

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement.
 - a. State or its consultant shall conduct preliminary engineering and design work required to produce final plans, specifications, and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; acquire necessary right of way and easements; and arrange for all utility relocations and adjustments.
 - b. State will advertise, bid, and award the construction contract. Upon State's award of the construction contract, a consultant hired and overseen by the State shall be responsible for contract administration and construction engineering & inspection, including all required materials testing and quality documentation. State shall make all contractor payments.
 - c. State will perform project management and oversight activities throughout the duration of the Project. The cost of such activities will be billed to the Project.
2. State and Agency agree that the useful life of this Project is defined as 20 years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.

ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or contractor, using the criteria in 2 CFR 200.331.

7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit. Agency shall be responsible for payment of costs as outlined in Section 3 of the Terms of the Agreement.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.
 - c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool) and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section Funding and Program Services Unit or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash or check submitted to the Oregon Department of Transportation.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
11. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:

- a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
12. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.
13. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

14. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
15. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
16. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agree that for all projects on the NHS, regardless of funding source; any design element that does not

meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retain authority for said approval. FHWA shall review any design exceptions for projects subject to Project of Division Interest and retains authority for their approval.

17. ODOT agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

PRELIMINARY & CONSTRUCTION ENGINEERING

18. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
19. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award, execute, and administer the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 731-148-0130, OAR 731-148-0220(3), OAR 731-148-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
20. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
21. State shall prepare construction contract and bidding documents, advertise for bid proposals, award all construction contracts, and administer the construction contracts.
22. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the Project.
23. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

Disadvantaged Business Enterprises (DBE) Obligations

24. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

25. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.
26. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

27. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24.
28. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
29. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be entirely responsible for project acquisition and coordination of the right of way certification.
30. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.

31. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

32. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

33. State or its consultant shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State or its consultant shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

34. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
35. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.
36. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

37. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

38. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
39. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
40. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

41. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

42. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be

included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS

43. Agency certifies by signing the Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing this Agreement, Agency agrees to fulfill the responsibility imposed by 2 CFR Subpart C, including 2 CFR 180.300, 180.355, 180.360, and 180.365, regarding debarment, suspension, and other responsibility matters. For the purpose of this provision only, Agency is considered a participant in a covered transaction. Furthermore, by signing this Agreement, Agency is providing the certification for its principals required in Appendix to 2 CFR part 180 – Covered Transactions.

ORDINANCE NO. 25-443-O

AN ORDINANCE REPEALING ORDINANCE NO. 12-376-O, AND UPDATING THE CITY OF ROGUE RIVER'S EMERGENCY MANAGEMENT PLAN.

THE CITY OF ROGUE RIVER ORDAINS AS FOLLOWS:

WHEREAS, the City Council adopted Ordinance No. 12-376-O on the 26th day of July 2012; and,

WHEREAS, the Emergency Operations Plan has been revised and updated; and,

WHEREAS, the City Council finds time being of the essence, and an emergency is hereby declared to exist in the interest of the public peace, health, and safety of the City of Rogue River and the inhabitants thereof, and this Ordinance may be introduced and placed upon all of its readings and final passage at any one meeting of the City Council and shall be in full force and effect from and after its passage by the City Council and approved by the Mayor.

NOW, THEREFORE, the City Council repeals Ordinance No. 03-318-O in it's entirety. And adopts Exhibit "A" as the current City of Rogue River Emergency Operations Plan.

ADOPTED by the Common Council of the City of Rogue River on this 18th day of December 2025.

SUBMITTED TO AND APPROVED by the Mayor of the City of Rogue River on this 18th day of December 2025.

ATTEST:

Pam VanArsdale
Mayor

Diane Oliver,
City Recorder

**City of Rogue River and the Rogue River Fire District
Jackson County, Oregon
EMERGENCY OPERATIONS PLAN**



December 2025

*Three (3) pages printed of
600+ page Emergency plan
for Council Meeting packet
on 2025.12.18*

Prepared for:

City of Rogue River
133 Broadway Street
Rogue River, Oregon 97537

Prepared by:



ecology and environment, inc.
Global Specialists in the Environment

Preface

This Emergency Operations Plan is an all-hazard plan that describes how the City of Rogue River will organize and respond to emergencies and disasters in the community. It is based on, and is compatible with, Federal, State of Oregon, and other applicable laws, regulations, plans, and policies, including the National Response Framework, State of Oregon Emergency Management Plan, and Jackson County Emergency Operations Plan.

Response to emergency or disaster conditions in order to maximize the safety of the public and to minimize property damage is a primary responsibility of government. It is the goal of the City of Rogue River that responses to such conditions are conducted in the most organized, efficient, and effective manner possible. To aid in accomplishing this goal, the City of Rogue River has formally adopted the principles of the National Incident Management System, including the Incident Command System and the National Response Framework.

Consisting of a Basic Plan, Functional Annexes aligned with the Jackson County Emergency Support Functions, and Incident Annexes, this Emergency Operations Plan provides a framework for coordinated response and recovery activities during a large-scale emergency. The plan describes how various agencies and organizations in the City of Rogue River will coordinate resources and activities with other Federal, State, local, tribal, and private-sector partners.

*Three (3) pages printed of 600
+ page Emergency plan for
Council Meeting packet
on 2025.12.18*

Letter of Promulgation

To all Recipients:

Promulgated herewith is the revised Emergency Operations Plan for the City of Rogue River. This plan supersedes any previous plans. It provides a framework within which the City of Rogue River can plan and perform its respective emergency functions during a disaster or national emergency.

This Emergency Operations Plan attempts to be all-inclusive by combining the four phases of Emergency Management, which are (1) mitigation: activities that eliminate or reduce the probability of disaster; (2) preparedness: activities that governments, organizations, and individuals develop to save lives and minimize damage; (3) response: activities that prevent loss of lives and property and provide emergency assistance; and (4) recovery: short- and long-term activities that return all systems to normal or improved standards.

This plan has been approved by the City Council. It will be revised and updated as required. All recipients are requested to advise the Emergency Manager of any changes that might result in its improvement or increase its usefulness. Plan changes will be transmitted to all addressees on the distribution list.

Pam VanArsdale, Mayor

DATE

Sharie Davis
City Councilor, Position 1

Grace Howell
City Councilor, Position 2

Mark Minegar
City Councilor, Position 3

Barb Hilty
City Councilor, Position 4

Sherrie Moss
City Councilor, Position 5

Barb Gregory
City Councilor, Position 6

*Three (3) pages printed of 600+
page Emergency plan for Council
Meeting packet
on 2025.12.18*

ORDINANCE NO. 25-444-O

AN ORDINANCE GRANTING TO HUNTER COMMUNICATIONS & TECHNOLOGIES LLC, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A FIBER-BASED SERVICE FACILITY; TO OCCUPY CITY RIGHTS-OF-WAY; AND TO PROVIDE FIBER-BASED SERVICES WITHIN THE CITY LIMITS OF THE CITY OF ROGUE RIVER, OREGON, AND REPEALING ORDINANCE NO. 14-388-O.

THE CITY COUNCIL OF THE CITY OF ROGUE RIVER, OREGON, ORDAINS AS FOLLOWS:

WHEREAS, this agreement grants a non-exclusive franchise to Hunter Communications, Inc., designated herein as the "Grantee", from the City of Rogue River, a Municipal Corporation in the State of Oregon designated herein as "City", to operate and maintain a fiber optic telecommunications system within the City limits of the City of Rogue River, Oregon, and repeals Ordinance No. 14-388-O.

SECTION 1. Definitions.

For the purposes of this ordinance, the following terms, phrases, words, and their derivations shall have the meaning specified 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.

"City" means City of Rogue River, Oregon.

"Grantee" means Hunter Communications & Technologies LLC., the grantee of rights under this franchise, including its successors or assigns.

"Council" means the City Council of the City of Rogue River, Oregon.

"Data Services" means the transmission of information, facts, concepts or instructions in a formalized manner, suitable for communication, interpretation or processing, by any means or protocol of transmission, and the equipment necessary for such transmission. Voice and video services are sometimes included in data services. The definitions here are stated separately so as to be inclusive rather than exclusive of forms of fiber-based services. Includes the sending and receiving of data from and to any ultimate customer.

"Facilities" means the conduits, cables, poles, wires, fibers, fixtures, underground lines, manholes and appurtenances thereto, including other technical Facilities necessary for the purpose of providing data, voice and video services.

"Gross revenues" means all revenues earned and received by the Grantee in the delivery of data, voice and video services within the City of Rogue River and is further defined in Section 8.

"Person" means any person, firm, partnership, association, corporation, limited liability company or organization of any kind.

"Rights of way" include streets, land paths, boulevards, avenues, circles, drives, lanes, roads, highway, bridges, alleys, sidewalks, and public utility easements, including the subsurface under and air space over these areas and similar public ways and extensions and additions thereto. This definition applies only to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such areas for siting telecommunications facilities. "Rights of way" excludes other property owned by the City, such as parks or public buildings.

"Video Services" means the transmission by any means or technology, of visual images, including moving and still images intended for perception by the human eye, either as a one way or two way transmission, and all equipment or facilities necessary for such transmission.

"Voice Services" includes providing processing and transmission of voice communications, including all equipment associated with such transmission. It also includes services related to or commonly sold in connection with the transmission of voice communications, such as, but not limited to, call waiting, call forwarding, voice mail and similar services. "Voice Services" includes all forms of transmission of voice communications, regardless of the medium or method of transmission.

"Ultimate consumer" means any entity that obtains services transmitted over Grantee's Facilities for its own use by any means, including purchase, lease or direct receipt of such services.

SECTION 2. Grant of Authority.

City grants to Grantee the right and privilege, subject to all City of Rogue River ordinances, policies, rules and regulations, to construct, install, maintain and operate over, in, on and under the present and future City rights of way of the City of Rogue River, Facilities necessary for the purpose of providing fiber-based services. This franchise is not exclusive, and City reserves the right to grant a similar privilege to any other Person at any time during the period of this franchise. This grant is further subject to all prior rights, interests, agreements, permits easements or licenses granted by the City, and to the City's right to use the rights of way for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. This franchise does not grant any rights with regard to attaching to or using any City or public property located within the rights-of-way (i.e. street lights or conduit). Such additional use of City property may be granted on an individual basis under a separate arrangement.

SECTION 3. Compliance with Laws, Rules and Regulations.

The locations and methods of installation and maintenance of all Grantee's Facilities shall be subject at all times to regulation by the City (including City's ordinances and policies on street cuts and use of right-of-way), and all such Facilities shall be so constructed and maintained as to interfere as little as practicable with street

or other traffic. Nothing herein however shall be construed to change or modify any applicable Oregon law regarding Grantee's ability to recover costs for any relocation of its Facilities. All of such Facilities shall be installed and at all times maintained by Grantee in accordance with industry standards. Grantee shall change the location of or remove any pole, conduit, structure or Facility within the public right of way when the City determines that the public convenience requires such changes or removal. The expense of said change shall be paid by Grantee.

SECTION 4. Grantee Liability, Indemnification of City and Insurance.

1. Grantee shall at all times conduct its operations under this franchise, including installation, construction or maintenance of its Facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.
2. To the fullest extent permitted by law, Grantee shall defend, save harmless and indemnify City from any loss or claim against City on account of or in connection with any activity of Grantee in the construction, operation or maintenance of its Facilities, provided such loss or claim is not as a result of the City's negligence. Nothing contained in this foregoing indemnity provision or any other indemnity provision in this franchise, shall be construed to require the Grantee to indemnify the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on behalf of the City for damages, losses, liabilities, costs and expenses due to the sole negligence or willful misconduct of the City, the City's related parties, architects, architect's consultants and agents and employees of any of them and anyone else acting for or on the City's behalf. The City acknowledges that under no circumstances will the Grantee be liable under this franchise for special, consequential or punitive damages or damages with respect to economic loss.
3. This franchise shall not be effective until Grantee secures, and shall at all times be conditioned upon Grantee maintaining, a comprehensive liability insurance policy which shall contain the following provisions:
 - a. Grantee shall obtain, at Grantee's expense, and keep in effect at all times during the term of this franchise, public liability and property damage insurance that protects Grantee and the City, as well as the City's officers, agents, and employees, from claims arising from claims referred to in section 4.2. The insurance shall provide coverage at all times of not less than \$2,000,000 for personal injury to each person, \$4,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damages, plus cost of defense; or a single limit policy of not less than \$4,000,000 covering all claims per occurrence, plus cost of defense. The insurance policies may provide for self-retention or deductibles in reasonable amounts. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.

- b. Grantee, and its subcontractors, if any, will comply with the Oregon Worker's Compensation Law at all times.
- c. City, its officers, directors, and employees shall be added as additional insured with respect to the Grantee's general liability insurance policy. Grantee will require that its insurance carrier give the City 30 days written notice of any change in insurance coverage.
- d. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days written notice to City. Any failure to comply with this provision will not affect the insurance coverage provided to City. The 30 days notice of cancellation provision shall be physically endorsed on the policy.
- e. Coverage provided by Grantee must be underwritten by an insurance company deemed acceptable by City. City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating or not authorized to transact business in Oregon.
- f. As evidence of the insurance coverage required by this franchise, Grantee shall furnish a Certificate of Insurance to City. This franchise shall not be in effect until the required certificates have been received and approved by City. The Certificate will specify and document all provisions within this franchise. A renewal certificate will be sent to City 10 days prior to coverage expiration.

SECTION 5. Conditions on Right of Way Occupancy.

1. **Use.** Grantee shall construct, install, maintain and operate its Facilities in designated City rights of way to the industry standard and City's satisfaction, in compliance with all state laws and regulations and City ordinances, rules, policies and regulations; and in a manner so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, alleys or other public ways or places.
2. **Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Grantee, Grantee shall, at its own cost and expense and in a manner approved by City, replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed. If Grantee fails to make restoration as required, City may cause the repairs to be made at the expense of Grantee.
3. **Relocation.** Except as provided below, if the removal or relocation of Facilities is caused directly by an identifiable development of property and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a customer, Grantee may charge the expense of removal or relocation to the developer or customer provided it is not contrary to any laws. Grantee shall be solely responsible for enforcing collection from the developer or customer. City may require Grantee to relocate its Facilities. If the removal or

relocation of Facilities results from City's need to provide public Facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Grantee will remove or relocate its Facilities at Grantee's expense within a reasonable time frame after notification by City. In cases of capital improvement projects undertaken by City, Grantee shall convert existing overhead distribution Facilities to underground at Grantee's expense if requested to do so by City. City agrees to comply with provisions of applicable law when requiring such conversion. In the event that any electric utilities, cable facilities and telecommunication facilities are reimbursed by the City 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 telecommunications, electrical or other utilities.

4. **Placement of Facilities.** Grantee shall not place its Facilities where they will interfere with any existing or future City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer or water facility. Grantee will consult with City's Public Works Department prior to placement of Facilities, and will comply with all City ordinances, policies, rules and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground within a public right of way of the City, Grantee must also locate and relocate its facilities underground.
5. **Temporary Rearrangement of Facilities.** Grantee shall, consistent with City policies, ordinances, rules and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the Person wishing to move the building or other object makes a reasonable arrangement to reimburse Grantee for its expenses in rearranging its Facilities. Nothing contained in this section shall preclude City from requiring Grantee to move its Facilities at its own expense when public convenience requires the move, as described in Subsections 3 and 4 of this section.

SECTION 6. Transfer of Franchise.

Grantee shall not sell, assign, dispose of, lease or transfer in any manner whatsoever any interest in this franchise or in the Facilities authorized by this franchise, or any part of the Facilities, without prior written approval of City, which consent shall not be unreasonably withheld. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Grantee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by Grantee, or any Person that owns or controls the Grantee. Grantee shall notify the City thirty (30) days prior to any such sale, assignment or transfer.

SECTION 7. City Rights in Franchise.

1. **City Supervision and Inspection.** City shall have the right to supervise all construction or installation of Grantee's Facilities subject to the provisions of this franchise and make such inspections as it shall find necessary to insure compliance with governing laws, ordinances, rules and regulations.
2. **Termination or Abandonment of Franchise.** Upon any termination of this franchise, all Facilities installed or used by Grantee shall be removed by Grantee at Grantee's expense and the property upon which the Facilities were used restored by Grantee to the condition it was in before installation except that City or its designee shall have the following options after termination of this franchise:
 - a. City or its designee may elect to acquire the Facilities for their fair market value consistent with any applicable law; and
 - b. Value shall be determined by an appraiser who is mutually acceptable to City and Grantee. In the event that City and grantee are unable to agree on a single appraiser, then the City and Grantee shall each appoint an appraiser, and those two appraisers shall select a third appraiser. The opinion of any two appraisers shall be determinative of the value of the Facilities.
 - c. City agrees to provide Grantee with written notice of its intention to acquire Grantee's Facilities pursuant to this section within 120 days after termination of this franchise by City, or City's declaration of Facilities abandonment by Grantee, with the closing of the acquisition to occur as soon thereafter as is practicable.
3. **City Connection to Facilities.** In addition to City's other rights in this franchise, and so long as Grantee has sufficient capacity on its Facilities that is not being used by a paying customer at that time, City shall have the right to obtain services from Grantee at the Grantee's most favorable rate applicable to those services. Nothing in this subsection shall affect Grantee's obligation to pay franchise fees to the City under Section 8 of this Ordinance.

SECTION 8. Franchise Fee (Compensation for Use of the Rights of Way).

1. In consideration of the rights, privileges, and franchise hereby granted, Grantee shall pay monthly to City the sum of seven percent (7%) of gross revenue earned from all telecommunications services, specifically including data, voice and video services, provided by Grantee through Grantee's use of the City rights of way. Grantee also may at its option deduct uncollectible accounts of customers within the corporate limits of City from these gross revenues. Gross revenues does not include taxes, fees or assessments of general applicability collected by the Grantee from Ultimate consumers for pass-through to a government agency or revenue paid directly by the United States of America or any of its agencies.

2. The fee required by this section shall be due and payable within 60 days after the end of each applicable calendar quarter. Any payment not made when due shall bear interest at the rate of 12% per annum, compounded monthly, from the date due until paid.
3. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise.
4. Grantee agrees and covenants that it will not challenge the validity of the franchise fees under this ordinance as long as they do not exceed the maximum amounts established by applicable statutes.

SECTION 9. Grantee Records and Reports.

1. Grantee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise. Grantee shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon no less than 10 days prior written notice, during normal working hours. City may require periodic reports from Grantee relating to its operation within City. City shall have the right during the term of this franchise or within 180 days thereafter to conduct audits of Grantee's records. Such audits shall be undertaken by a qualified person or entity selected by City. The cost of any such audit shall be borne by City, unless the results of any such audit reveal an underpayment of more than 5% of the franchise fee for the period audited. In the case of such underpayment, the full cost of such audit shall be paid by Grantee. Grantee shall immediately pay the amount of the underpayment as determined by such audit to City together with 12% per annum interest from the date such payment should have been made to the date the payment is actually made.
2. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this franchise is at issue.

SECTION 10. Permit and Inspection Fees.

Nothing in this ordinance shall be construed to limit the right of City to require Grantee to pay reasonable costs incurred by City in connection with the issuance of a franchise or permit, making an inspection, or performing any other service for or in connection with Grantee or its Facilities, whether pursuant to this ordinance or any other ordinance or regulation now in effect or hereafter adopted by City.

SECTION 11. Enforcement and Termination of Franchise for Violation.

1. Default: Time of payment and performance are of the essence in the franchise. The following shall be events of default:
 - a. Default in Payments. The failure of Grantee to pay City when due any amounts required by the franchise and such failure continues for a period of ten (10) days after the first overdue notice.
 - b. Default in Other Covenants. The failure of Grantee to perform any of the covenants and conditions required herein to be kept and performed by Grantee, and such failure continues for a period of 30 days after notice from City of such failure.
2. Termination. Upon the occurrence of an event of default, this franchise may be terminated at the option of City by notice in writing to Grantee given within 30 days of the date of default. If this franchise is not terminated by election of City, Grantee shall pay to City the sum of \$100 per day for each day the default continues along with any additional damages suffered by City as a result of Grantee's default.

SECTION 12. Remedies not Exclusive; Waiver.

All remedies under this ordinance, including termination of franchise, are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this ordinance, including termination of the franchise, are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this ordinance.

SECTION 13. Franchise Term.

This franchise is granted for a term of five years beginning on the date on which this franchise ordinance is approved. City agrees to renegotiate in good faith a renewal of this franchise for a similar term if this franchise is not in default at its expiration.

SECTION 14. Acceptance of Franchise.

Within 30 days from the adoption of this ordinance, Grantee shall file with the City Recorder a written unconditional acceptance of this franchise executed by its duly authorized representative and all of its terms and conditions, and if it fails to do so, this ordinance shall be void and of no effect. This Ordinance shall become effective the day after Grantee's acceptance is filed with the City.

SECTION 15. Severability.

If any section, subsection, sentence, clause or portion of this ordinance is for any reason held invalid or rendered 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 or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this ordinance.

SECTION 16. Notices.

Any notice required or permitted under this franchise shall be deemed given when received or when deposited with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

City of Rogue River:

City Administrator
City of Rogue River
PO Box 1137
Rogue River, OR 97537
(541) 582-4401

Hunter Communications:

Hunter Communications
Attn: Contract Administration
801 Enterprise Drive
Central Point, OR 97502
(541) 414-1420

SECTION 17. Interpretation/Jurisdiction.

This franchise shall be deemed to have been entered into in Jackson County, Oregon. Jurisdiction of any dispute shall be in the circuit court of the State of Oregon, and venue shall be in Jackson County, Oregon. Interpretation of the franchise shall be governed by laws of the State of Oregon.

SECTION 18. Force Majeure.

The Grantee shall not be held in default under, or in non-compliance with the provisions of this Ordinance, 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 work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Facilities are attached, as well as unavailability of materials and/or qualified labor to perform the necessary work.

SECTION 19. Repeal.

Ordinance No. 14-388-O, approved by the City Council on July 24th, 2014 and signed by the Mayor on July 25th, 2014 is repealed.

ADOPTED by the Common Council of the City of Rogue River on this 18th day of December 2025.

SUBMITTED TO AND APPROVED by the Mayor of the City of Rogue River on this 18th day of December 2025.

ATTEST:

Pam VanArsdale
Mayor

Diane Oliver,
City Recorder

Accepted:

Hunter Communications & Technologies LLC. Date



Memo

To: City Council
From: Ryan
Date: December 18, 2025
Re: FEMA BiOp Issue

Councilors, as we continue to consider the requirements of the FEMA BiOp issue, I wanted to share the following:

The Oregonians for Floodplain Protection group have requested that the pending court case (*Oregonians for Floodplain Protection v. Dept. of Commerce et al*, 1:25-CV-00039-JMC) be paused. Joining their request are FEMA Executives and other Federal Agency Heads. It is their sense that the President and Cabinet level officials will administratively resolve the issues created by the pending FEMA Directives to implement Code Changes.

Jackson County Commissioner Roberts has discussed the issue with Federal Authorities directly which may be leading to other amendments, clarifications, or reversal on this issue. I also heard from Commissioner Roberts that Congressman Bentz has been working and meeting with FEMA, urging them to withdraw the biological opinion affecting the ESA, and look for a remedy and fix to this. His office said "Principles" from FEMA are receptive and engaging on this, appearing to be aware of the huge problem this created, and want to stick to emergency relief efforts only. Congressman Bentz staff also recently indicated that top FEMA officials have stated they will be ordering Federal Departments to withdraw the whole program. It is unclear how this may play out, and I recommend continuing the item for three months until March 26th to see what else we might discover.

Ryan Nolan, City Administrator

November 18, 2025

City of Rogue River
Tree City USA Committee
Jim Dyck, Chairperson

Subject: Resignation

At the monthly meeting of the Tree City USA Committee, I gave my verbal resignation as a volunteer of the Committee. This letter will serve as my formal, written resignation.

I created the Minutes of the November 13, 2025 meeting and have submitted them to Jim Dyck via email. My 2025 volunteer hours (hand written) will be hand delivered to City Hall.

Sincerely,

Laura Jones
315 W. Evans Creek Road, #51
Rogue River, Oregon 97537
Telephone: (909) 472-7156

