



# CITY OF ROGUE RIVER

133 Broadway • Box 1137 Rogue River, Oregon 97537 • (541) 582-4401  
Fax: (541) 582-0937 • website: cityofrogue river.org

## REGULAR COUNCIL MEETING THURSDAY, FEBRUARY 27, 2025 6:00 P.M.

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

Dial-in using your phone:

1-978-990-5207

Enter Access Code: 2145898

Or visit the website:

[freeconferencecall.com](https://freeconferencecall.com)

Enter Online Meeting ID: rogue river

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### INVOCATION – JOSH DAVIS, HOPE PRESBYTERIAN CHURCH

### ROLL CALL

## AGENDA

### APPROVAL OF MINUTES:

January 23, 2025

### COMMITTEE REPORTS:

Community Relations: Chamber of Commerce Liaison	(City Councilor Barb Hilty)
Community Relations: Community Center Representative	(City Councilor Barb Gregory)
Emergency Communications of Southern Oregon	(City Administrator Ryan Nolan)
Finance Committee	(City Councilor Sherrie Moss)
Planning Commission Liaison	(City Councilor Barb Gregory)
Rogue Valley Area Commission on Transportation	(City Councilor Sharie Davis)
Rogue Valley Council of Governments	(Mayor Pam VanArsdale)
Rogue Valley Metropolitan Planning Organization	(Mayor Pam VanArsdale)

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

### OLD BUSINESS:

- 1 Ordinance** Adopt, Ordinance 24-433-O, an ordinance adopting changes to the City's flood damage prevention code to comply with current FEMA standards.
- 2 Ordinance** Adopt, Ordinance 24-434-O, an ordinance amending the City's off-street parking standards to implement mandated parking reform standards.
- 3 Resolution** Approve, Resolution 24-1429-R, a resolution adopting a parking policy.



- 4 **Agreement** Approve the Annual Rooster Crow Agreement with the Rogue River Kiwanis Club.

**NEW BUSINESS:**

- 5 **Appointment** Confirm the Mayor's appointment of Mark Minegar to Council Position #3 for the remainder of the current Council Term (until the first meeting in January, 2027).
- 6 **Grant** Accept the ODOT Small City Allotment Grant (G001-T110420) in the amount of \$250,000 for sidewalk repairs on Pine, Oak, and 1<sup>st</sup> Streets.
- 7 **Agreement** Approve amendments to the employment agreements with the City Administrator and Public Works Director to provide additional paid time off.
- 8 **Surplus** Declare two police vehicles and three police guns as surplus property.
- 9 **Committee** Accept the February 13, 2025 Tree City Committee minutes.

**OTHER BUSINESS:**

**ADJOURN**

**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](mailto: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](mailto: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, February 27 – 6:00 P.M.**

ORDER	EXHIBIT	PAGE #
	January 23, 2025 Minutes	4-7
1	FEMA Biop Ordinance, 24-433-O	8-41
2	Parking Reform Ordinance, 24-434-O	42-52
3	Parking Reform Resolution, 24-1429-R	53
4	Rooster Crow Agreement	54-55
5	Mayor's Appointment to Council Position #3, Mark Minegar	56
6	Small Cities Allotment Grant (G001-T110420)	57-77
7	Employment Agreement Amendments	78-79
8	Surplus property – police equipment (two cars, three guns)	80-84
9	Tree City Committee Minutes, February 13, 2025	85

**ROGUE RIVER CITY COUNCIL MINUTES**  
**THURSDAY, JANUARY 23, 2025**

**CALL TO ORDER** 6:00pm

**PLEDGE OF ALLEGIANCE**

**INVOCATION** – Pastor Dale Schaffner, Rogue River Assembly of God Church

**QUORUM COUNCIL MEMBERS PRESENT:**

City Councilor Sherrie Moss

City Councilor Barb Hilty

City Councilor Grace Howell

Mayor Pam VanArsdale

**ABSENT** City Councilor Sharie Davis

City Councilor Barb Gregory

**STAFF PRESENT:** Accounting and Administrative Assistant, Annette Phillips, and Public Works Director Michael Bollweg.

**MEDIA PRESENT:**

Brian Mortensen

**AGENDA**

**APPROVAL OF MINUTES:**

Moved by Grace Howell, seconded by Sherrie Moss, to approve both sets of minutes from December 19, 2024, and January 2, 2025. All ayes, none opposed, minutes of December 19, 2024, and January 2, 2025, are approved.

**COMMITTEE REPORTS:**

**Community Relations:** Chamber of Commerce Liaison Barb Hilty reports that a meeting was held on January 16<sup>th</sup>. The installation dinner will be held June 7<sup>th</sup> with a different format which will include a full band with a vocalist prior to dinner. All Christmas decorations have been put back into storage, and we may need to replace some of the broken snowflakes. We are working with the city to replace the electrical outlets so that they can lock them due to unhoused people using the outlets.

**Community Relations:** In Barb Gregory's absence Barb Hilty reports the community meeting was held today, they are planning a gourmet dinner and dance on Valentines Day February 14<sup>th</sup>. Exercise and balance classes started, and we will meet Wednesdays and Fridays from 11-Noon to practice standing and sitting. The Community Christmas was a success with over fifty families getting toys, food and clothes.

**Finance Committee:** Sherrie Moss reports that the committee met five times between December 13<sup>th</sup>, 2024 and January 23<sup>rd</sup>, 2025, issuing a total of ninety-four checks & five electronic payments totaling \$ 214,728.73.

**Planning Commission Liaison:** In Barb Gregory's absence the mayor reported that the Planning Commission is updating our language in our sign code for the Council to adopt soon.

**Rogue Valley Council of Governments:** Mayor Pam VanArsdale reports a presentation was given by the RVCOG grant writer Peter Town about the Rogue Valley Housing and Community Needs survey to help with how the \$400,000.00 grant money will be spent. Infrastructure was number one on the list.

**PUBLIC INPUT:** None

**OLD BUSINESS:**

**Ordinance** Adopt, Ordinance 24-434-O, an ordinance amending the City's off-street parking standards to implement mandated parking reform standards.

**Resolution** Approve Resolution, a resolution establishing a policy regarding the conversion of underutilized on-street parking spaces for the City of Rogue River in conformance with State Parking Reform measures.

Motion By Barb Hilty to continue the discussion to adopt the Ordinance 24-434-O an ordinance amending the City's off-street parking standards to implement mandated parking reform standards, and to continue the 25-1442-R resolution establishing a policy regarding the conversion of underutilized on-street parking spaces for the City of Rogue River in conformance with State parking reform measures. We will continue these and discuss them at our February 27<sup>th</sup> Council Meeting at 6:00PM.

Second, by Councilor Grace Howell.

Roll Call Vote: Councilor Sherrie Moss, Yes

Councilor Barb Hilty, Yes

Councilor Grace Howell, Yes Ordinance 24-434-O is continued to February 27<sup>th</sup>, 2025, at 6:00PM

Councilor Sherrie Moss, Yes

Councilor Barb Hilty, Yes

Councilor Grace Howell, Yes Resolution 25-1442-R is Continued to February 27<sup>th</sup>

2025 at 6:00PM.

**NEW BUSINESS:**

**Audit** Motion by Councilor Sherrie Moss to accept the audit report and communications with those charged with governance from SENSIBA, LLP regarding the Cities 2023-2024 financial statements.

Seconded by Councilor Grace Howell  
No discussion on the motion  
Roll Call Vote:  
Councilor Sherrie Moss, Yes  
Councilor Barb Hilty, Yes  
Councilor Grace Howell,  
Motion carries

**Resolution** Motion by Councilor Barb Hilty to approve Resolution 25-1443-R, a resolution proposing corrective action related to the 2023/2024 fiscal audit report.  
Seconded by Councilor Grace Howell  
No discussion on the motion  
Roll Call Vote:  
Councilor Sherrie Moss, Yes  
Councilor Barb Hilty, Yes  
Councilor Grace Howell,  
Motion carries

**Resolution** Motion by Councilor Grace Howell to approve Resolution 25-1444-R, a resolution establishing a fee schedule as provided in Ordinance No. 98-275-O, also known as RRM Title 13.10, the City of Rogue River Sewer Ordinance, and rescinding Resolution No. 24-1424-R.  
Seconded by Councilor Sherrie Moss  
Roll Call Vote:  
Councilor Sherrie Moss, Yes  
Councilor Barb Hilty, Yes  
Councilor Grace Howell,  
Motion carries

**Resolution** Motion by Councilor Grace Howell to approve Resolution 25-1445-R, a resolution establishing a fee schedule as provided in Ordinance No. 97-241-O, also known as RRM Title 13.15, the City of Rogue River Water Ordinance, and rescinding Resolution No. 24-1425-R.  
Seconded by Councilor Barb Hilty  
Roll Call Vote:  
Councilor Sherrie Moss, Yes  
Councilor Barb Hilty, Yes  
Councilor Grace Howell,  
Motion carries

**Goal Setting** Motion by Councilor Barb Hilty to adopt goals for the year 2025.  
Seconded by Councilor Sherrie Moss  
No discussion on the motion  
Vote: Ayes Unanimous, motion carries

**Committee** Motion by Councilor Sherrie Moss to accept the January 9, 2025, Tree City Committee minutes.

Seconded by Councilor Grace Howell  
No discussion on the motion  
Vote: Ayes Unanimous, motion carries

Michael Bollweg mentioned that there is work being done at the Plaza Park fountain in case you happen to see activity there.

**OTHER BUSINESS:** Per mayor Van Arsdale, Jackson County Commissioner Colleen Roberts was going to be here tonight, but she had an especially important meeting this evening in Central Point, which at times can be very long. Also, Barb Hilty and the mayor are going to the "City Day" at the capital where we both have appointments to see Senator Robinson and Representative Scarlatos, so if there is anything you would like us to voice for the council, we will.

Motion by Councilor Grace Howell to adjourn the council meeting, seconded by Councilor Sherrie Moss  
No discussion on the motion  
Vote: Ayes Unanimous, motion carries

**ADJOURN 6:25PM**

**ORDINANCE NO. 24-433-O**

**AN ORDINANCE REPEALING ORDINANCE NO. 21-409-O OF THE CITY OF ROGUE RIVER MUNICIPAL CODE, CHAPTER 15.15, FLOOD DAMAGE PREVENTION, TO COMPLY WITH CURRENT FEMA AND STATE STANDARDS FOR THE CITY OF ROGUE RIVER, OREGON, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Rogue River is a participating community in the National Flood Insurance Program; and

**WHEREAS**, an updated model flood hazard ordinance has been prepared by the Federal Emergency Management Agency. And this model ordinance is based on the 2020 model created by the State of Oregon Department of Land Conservation and Development and has been reviewed and approved by FEMA Region X; and,

**WHEREAS**, on July 15, 2024, the Federal Emergency Management Agency announced changes to the implementation of the National Flood Insurance Program in Oregon to comply with the Endangered Species Act; and,

**WHEREAS**, the Federal Emergency Management Agency has notified affected Oregon jurisdictions (to include the City of Rogue River) that jurisdictions must begin implementing the new standards by December 1<sup>st</sup>, 2024 or risk being considered non-compliant and ineligible for participation in the National Flood Insurance Program; and,

**WHEREAS**, if the City were ineligible for participation in the National Flood Insurance Program property owners within City limits would no longer be eligible for federally backed flood insurance. And these property owners would also be ineligible for federally backed mortgages unless they could secure private insurance meeting Federal Flood Insurance Program requirements within 30 days.

**WHEREAS**, adoption of the new ordinance language will ensure compliance with the minimum standards for participation in the National Flood Insurance Program; and,

**WHEREAS**, the City Council on November 21, 2024, conducted a public hearing, and voted to amend Chapter 15.15 of the City of Rogue River Municipal Code and repeal Ordinance No. 21-409-O.

**NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF ROGUE RIVER ORDAINS AS FOLLOWS:**

**SECTION 1.** Section 15.15 of the Rogue River Municipal Code shall be replaced in it's entirety as follows and Ordinance No. 21-409-O is hereby repealed.

## Chapter 15.55

### FLOOD DAMAGE PREVENTION

#### Sections:

- 15.55.010 Statutory authority, findings of fact, purpose, and methods.
- 15.55.020 Definitions.
- 15.55.030 General provisions.
- 15.55.040 Administration.
- 15.55.050 Provisions for flood hazard reduction.
- 15.55.060 Specific standards for riverine (including all noncoastal) flood zones.

#### **15.55.010 Statutory authority, findings of fact, purpose, and methods.**

A. Statutory Authorization. The state of Oregon has in ORS 197.175 (Cities) delegated the responsibility to local governmental units to adopt floodplain management regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the city of Rogue River does ordain as follows:

#### B. Findings of Fact.

1. The flood hazard areas of the city of Rogue River preserve the natural and beneficial values served by floodplains but are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
2. These flood losses may be caused by the cumulative effect of obstructions in special flood hazard areas which increase flood heights and velocities, and when inadequately anchored, cause damage in other areas. Uses that are inadequately floodproofed, elevated, or otherwise protected from flood damage also contribute to flood loss.

C. Statement of Purpose. It is the purpose of this chapter to promote public health, safety, and general welfare, and to minimize public and private losses due to flooding in flood hazard areas by provisions designed to:

1. Protect human life and health;
2. Minimize expenditure of public money for costly flood control projects;
3. Preserve natural and beneficial floodplain functions;
4. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
5. Minimize prolonged business interruptions;

6. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in special flood hazard areas;
7. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas so as to minimize blight areas caused by flooding;
8. Notify potential buyers that the property is in a special flood hazard area;
9. Notify those who occupy special flood hazard areas that they assume responsibility for their actions;
10. Participate in and maintain eligibility for flood insurance and disaster relief.

D. Methods of Reducing Flood Losses. In order to accomplish its purposes, this chapter includes methods and provisions for:

1. Restricting or prohibiting development which is dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
2. Requiring that development vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
3. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel floodwaters;
4. Controlling filling, grading, dredging, and other development which may increase flood damage;
5. Preventing or regulating the construction of flood barriers which will unnaturally divert floodwaters or may increase flood hazards in other areas. [Ord. 24-428-O § 1; Ord. 23-418-O § 74; Ord. 21-409-O § 1. Formerly 15.15.010].
6. Employing a standard of “no net loss” of natural and beneficial floodplain functions.

**15.55.020 Definitions.**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage:

“Appeal” means a request for a review of the interpretation of any provision of this chapter or a request for a variance.

“Area of shallow flooding” means a designated zone AO, AH, AR/AO or AR/AH (or VO) on a community’s flood insurance rate map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

“Area of special flood hazard” means the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. It is shown on the flood insurance rate map (FIRM) as zone A, AO, AH, A1-30, AE, A99, or AR.

“Special flood hazard area” is synonymous in meaning and definition with the phrase “area of special flood hazard.”

“Base flood” means the flood having a one percent chance of being equaled or exceeded in any given year.

“Base flood elevation (BFE)” means the elevation to which floodwater is anticipated to rise during the base flood.

“Basement” means any area of the building having its floor subgrade (below ground level) on all sides.

“Below-grade crawl space” means an enclosed area below the base flood elevation in which the interior grade is not more than two feet below the lowest adjacent exterior grade and the height, measured from the interior grade of the crawl space to the top of the crawl space foundation, does not exceed four feet at any point.

“Building.” See “Structure.”

“Development” means any manmade change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

“Fill”. Placement of any materials such as soil, gravel, crushed stone, or other materials that change the elevation of the floodplain. The placement of fill is considered “development.”

“Fish Accessible Space” the volumetric space available to fish to access.

“Fish Egress-able Space” the volumetric space available to fish to exit or leave from.

“Flood” or “Flooding”.

1. A general and temporary condition of partial or complete inundation of normally dry land areas from:

- a. The overflow of inland or tidal waters.
- b. The unusual and rapid accumulation or runoff of surface waters from any source.
- c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in subsection (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

2. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in subsection (1)(a) of this definition.

“Flood elevation study” means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood related erosion hazards.

“Flood insurance rate map (FIRM)” means the official map of a community, on which the Federal Insurance Administrator has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a digital flood insurance rate map (DFIRM).

“Flood Insurance Study (FIS)”. See “Flood elevation study.”

“Floodproofing” means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate risk of flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height. Also referred to as “regulatory floodway.”

“Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long term storage or related manufacturing facilities.

“Green Infrastructure”. Use of natural or human-made hydrologic features to manage water and provide environmental and community benefits. Green infrastructure uses management approaches and technologies that use, enhance, and/or mimic the natural hydrologic cycle processes of infiltration, evapotranspiration, and reuse. At a large scale, it is an interconnected network of green space that conserves natural systems and provides assorted benefits to human populations. At a local scale, it manages stormwater by infiltrating it into the ground where it is generated using vegetation or porous surfaces, or by capturing it for later reuse. Green infrastructure practices can be used to achieve no net loss of pervious surface by creating infiltration of stormwater in an amount equal to or greater than the infiltration lost by the placement of new impervious surface.

“Habitat Restoration Activities”. Activities with the sole purpose of restoring habitats that have only temporary impacts and long-term benefits to habitat. Such projects cannot include ancillary structures such as a storage shed for maintenance equipment, must demonstrate that no rise in the BFE would occur as a result of the project and obtain a CLOMR and LOMR, and have obtained any other required permits (e.g., CWA Section 404 permit).

“Hazard Trees”. Standing dead, dying, or diseased trees or ones with a structural defect that makes it likely to fail in whole or in part and that present a potential hazard to a structure or as defined by the community.

“Hazardous Material.” The Oregon Department of Environmental Quality defines hazardous materials to include any of the following:

1. Hazardous waste as defined in ORS 466.005;
2. Radioactive waste as defined in ORS 469.300, radioactive material identified by the Energy Facility Siting Council under ORS 469.605 and radioactive substances defined in ORS 453.005;
3. Communicable disease agents as regulated by the Health Division under ORS Chapter 431 and ORS 433.010 to 433.045 and 433.106 to 433.990;
4. Hazardous substances designated by the United States Environmental Protection Agency (EPA) under Section 311 of the Federal Water Pollution Control Act, P.L. 92-500, as amended;
5. Substances listed by the United States EPA in 40 CFR, Part 302, Table 302.4 (list of hazardous substances and reportable quantities) and amendments;
6. Material regulated as a chemical agent under ORS 465.550;
7. Material used as a weapon of mass destruction, or biological weapon;
8. Pesticide residue;
9. Dry cleaning solvent as defined by ORS 465.200(9).

“Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

“Historic structure” means any structure that is:

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
  - a. By an approved state program as determined by the Secretary of the Interior; or
  - b. Directly by the Secretary of the Interior in states without approved programs.

“Hydraulically Equivalent Elevation”. A location (e.g., a site where no net loss standards are implemented) that is approximately equivalent to another (e.g., the impacted site) relative to the same 100-year water surface elevation contour or base flood elevation. This may be estimated based on a point that is along the same approximate line perpendicular to the direction of flow.

“Hydrologically Connected”. The interconnection of groundwater and surface water such that they constitute one water supply and use of either results in an impact to both.

“Impervious Surface”. A surface that cannot be penetrated by water and thereby prevents infiltration and increases the amount and rate of surface water runoff, leading to erosion of stream banks, degradation of habitat, and increased sediment loads in streams. Such surfaces can accumulate large amounts of pollutants that are then “flushed into local water bodies during storms and can also interfere with recharge of groundwater and the base flows to water bodies.

“Letter of Map Change (LOMC)” means an official FEMA determination, by letter, to amend or revise effective flood insurance rate maps and flood insurance studies. The following are categories of LOMCs:

1. Conditional Letter of Map Amendment (CLOMA). A CLOMA is FEMA’s comment on a proposed structure or group of structures that would, upon construction, be located on existing natural ground above the base (one percent annual chance) flood elevation on a portion of a legally defined parcel of land that is partially inundated by the base flood.
2. Conditional Letter of Map Revision (CLOMR). A CLOMR is FEMA’s comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.
3. Conditional Letter of Map Revision Based on Fill (CLOMR-F). A CLOMR-F is FEMA’s comment on a proposed project that would, upon construction, result in a modification of the special flood hazard area through the placement of fill outside the existing regulatory floodway.

4. Letter of Map Amendment (LOMA). An official amendment, by letter, to the flood insurance rate maps (FIRMs) based on technical data showing an existing structure, parcel of land or portion of a parcel of land that is naturally high ground (i.e., has not been elevated by fill) above the base flood, that was inadvertently included in the special flood hazard area.

5. Letter of Map Revision (LOMR). A LOMR is FEMA's modification to an effective flood insurance rate map (FIRM), or flood boundary and floodway map (FBFM), or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the SFHA. The LOMR officially revises the FIRM or FBFM, and sometimes the flood insurance study (FIS) report, and, when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

6. Letter of Map Revision Based on Fill (LOMR-F). A LOMR-F is FEMA's modification of the special flood hazard area shown on the flood insurance rate map (FIRM) based on the placement of fill outside the existing regulatory floodway.

7. PMR. A PMR is FEMA's physical revision and republication of an effective flood insurance rate map (FIRM) or flood insurance study (FIS) report. PMRs are generally based on physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective base flood elevations, or the special flood hazard area.

"Low Impact Development". An approach to land development (or redevelopment) that works with nature to manage stormwater as close to its source as possible. It employs principles such as preserving and recreating natural landscape features and minimizing effective imperviousness to create functional and appealing site drainage that treats stormwater as a resource rather than a waste product. Low Impact Development refers to designing and implementing practices that can be employed at the site level to control stormwater and help replicate the predevelopment hydrology of the site. Low impact development helps achieve no net loss of pervious surface by infiltrating stormwater in an amount equal to or greater than the infiltration lost by the placement of new impervious surface. Low Impact Development is a subset of green infrastructure.

"Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this chapter.

"Manufactured dwelling" means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured dwelling" does not include a "recreational vehicle" and is synonymous with "manufactured home."

“Manufactured dwelling park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured dwelling lots for rent or sale.

“Mean Higher-High Water”. The average of the higher-high water height of each tidal day observed over the National Tidal Datum Epoch.

“Mean sea level” means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community’s flood insurance rate map are referenced.

“New Construction”. For floodplain management purposes, “new construction” means structures for which the “start of construction” commenced on or after the effective date of a floodplain management regulation adopted by the city of Rogue River and includes any subsequent improvements to such structures.

“No Net Loss”. A standard where adverse impacts must be avoided or offset through adherence to certain requirements so that there is no net change in the function from the existing condition when a development application is submitted to the state, tribal, or local jurisdiction. The floodplain functions of floodplain storage, water quality, and vegetation must be maintained.

“Offsite”. Mitigation occurring outside of the project area.

“Onsite”. Mitigation occurring within the project area.

“Ordinary High Water Mark”. The line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank; shelving; changes in the character of soil; destruction of terrestrial vegetation; the presence of litter and debris; or other appropriate means that consider the characteristics of the surrounding areas.

“Qualified Professional”. Appropriate subject matter expert that is defined by the community.

“Reach”. A section of a stream or river along which similar hydrologic conditions exist, such as discharge, depth, area, and slope. It can also be the length of a stream or river (with varying conditions) between major tributaries or two stream gages, or a length of river for which the characteristics are well described by readings at a single stream gage.

“Recreational vehicle” means a vehicle which is:

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self propelled or permanently towable by a light duty truck; and

4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

“Riparian”. Of, adjacent to, or living on, the bank of a river, lake, pond, or other water body.

“Riparian Buffer Zone (RBZ)”. The outer boundary of the riparian buffer zone is measured from the ordinary high water line of a fresh waterbody (lake; pond; ephemeral, intermittent, or perennial stream) or mean higher-high water line of a marine shoreline or tidally influenced river reach to 170 feet horizontally on each side of the stream or 170 feet inland from the MHHW. The riparian buffer zone includes the area between these outer boundaries on each side of the stream, including the stream channel. Where the RBZ is larger than the special flood hazard area, the no net loss standards shall only apply to the area within the special flood hazard area.

“Riparian Buffer Zone Fringe”. The area outside of the RBZ and floodway but still within the SFHA.

“Silviculture”. The art and science of controlling the establishment, growth composition, health, and quality of forests and woodlands.

“Special Flood Hazard Area”. See “area of special flood hazard” for this definition.

“Start of construction” includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured dwelling on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“Structure,” for floodplain management purposes, means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured dwelling.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

“Substantial improvement” means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the improvement. This term includes structures which have incurred “substantial damage,” regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a “historic structure”; provided, that the alteration will not preclude the structure’s continued designation as a “historic structure.”

“Undeveloped Space”. The volume of flood capacity and fish-accessible/egress-able habitat from the existing ground to the Base Flood Elevation that is undeveloped. Any form of development including, but not limited to, the addition of fill, structures, concrete structures (vaults or tanks), pilings, levees and dikes, or any other development that reduces flood storage volume and fish accessible/egress-able habitat must achieve no net loss.

“Variance” means a grant of relief by the city of Rogue River from the terms of a floodplain management regulation.

“Violation” means the failure of a structure or other development to be fully compliant with the community’s floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided. [Ord. 24-428-O § 1; Ord. 23-418-O § 74; Ord. 21-409-O § 1. Formerly 15.15.020].

### **15.55.030 General provisions.**

A. Lands to Which This Chapter Applies. This chapter shall apply to all special flood hazard areas within the jurisdiction of the city of Rogue River.

B. Basis for Establishing the Special Flood Hazard Areas. The special flood hazard areas identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “The Flood Insurance Study (FIS) for Jackson County and Incorporated Areas,” dated May 3, 2011, with accompanying flood insurance rate maps (FIRM) or digital flood insurance rate maps (DFIRM), and other supporting data, are adopted by reference and declared a part of this chapter. The FIS and the FIRM panels 41029C1708F and 41029C176F are on file at Rogue River City Hall, 133 Broadway, Rogue River, Oregon.

C. Coordination With State of Oregon Specialty Codes. Pursuant to the requirement established in ORS Chapter 455 that the city of Rogue River administers and enforces the State of Oregon Specialty Codes, the city of Rogue River does hereby acknowledge that the Oregon Specialty Codes contain certain provisions that apply to the design and

construction of buildings and structures located in special flood hazard areas. Therefore, this chapter is intended to be administered and enforced in conjunction with the Oregon Specialty Codes.

D. Compliance and Penalties for Noncompliance.

1. Compliance. All development within special flood hazard areas is subject to the terms of this chapter and required to comply with its provisions and all other applicable regulations.

2. Penalties for Noncompliance. No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this chapter and other applicable regulations. Violations of the provisions of this chapter by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this chapter or fails to comply with any of its requirements shall upon conviction thereof be fined not more than \$1,000 for each violation. Any person, firm or corporation, whether as principal, agent, employee, or otherwise, shall be deemed guilty of a separate offense for each and every day during any portion of which any violation of this chapter is committed or continued, and in addition shall pay all costs and expenses involved in the case. Nothing contained herein shall prevent the city of Rogue River from taking such other lawful action as is necessary to prevent or remedy any violation.

E. Abrogation and Severability.

1. Abrogation. This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

2. Severability. This chapter and the various parts thereof are hereby declared to be severable. If any section, clause, sentence, or phrase of this chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this chapter.

F. Interpretation. In the interpretation and application of this chapter, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

G. Warning and Disclaimer of Liability.

1. Warning. The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering

considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages.

2. Disclaimer of Liability. This chapter shall not create liability on the part of the city of Rogue River, any officer or employee thereof, or the Federal Insurance Administrator for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder. [Ord. 24-428-O § 1; Ord. 23-418-O §§ 74, 75; Ord. 21-409-O § 1. Formerly 15.15.030].

**15.55.040 Administration.**

A. Designation of the Floodplain Administrator. The city administrator, or their designee, is hereby appointed to administer, implement, and enforce this chapter by granting or denying development permits in accordance with its provisions. The floodplain administrator may delegate authority to implement these provisions.

B. Duties and Responsibilities of the Floodplain Administrator. Duties of the floodplain administrator, or their designee, shall include, but not be limited to:

1. Permit Review. Review all development permits to determine that:

- a. The permit requirements of this chapter have been satisfied;
- b. All other required local, state, and federal permits have been obtained and approved;
- c. Review all development permits to determine if the proposed development is located in a floodway. If located in the floodway, assure that the floodway provisions in RPMC 15.55.060(D) are met; and
- d. Review all development permits to determine if the proposed development is located in an area where base flood elevation (BFE) data is available either through the flood insurance study (FIS) or from another authoritative source. If BFE data is not available then ensure compliance with the provisions of RPMC 15.55.050(A)(7); and
- e. Provide to building officials the base flood elevation (BFE) plus the required one foot of freeboard applicable to any building requiring a development permit.
- f. Review all development permit applications to determine if the proposed development qualifies as a substantial improvement as defined in RPMC 15.55.020.
- g. Review all development permits to determine if the proposed development activity is a watercourse alteration. If a watercourse alteration is proposed, ensure compliance with the provisions in RPMC 15.55.050(A)(1).

h. Review all development permits to determine if the proposed development activity includes the placement of fill or excavation.

i. Determine whether the proposed development activity complies with the no net loss standards in Section 15.55.070.

2. Information to Be Obtained and Maintained. The following information shall be obtained and maintained and shall be made available for public inspection as needed:

a. Obtain, record, and maintain the actual elevation (in relation to mean sea level) of the lowest floor (including basements) and all attendant utilities of all new or substantially improved structures where base flood elevation (BFE) data are provided through the flood insurance study (FIS), flood insurance rate map (FIRM), or obtained in accordance with RRM 15.55.050(A)(7).

b. Obtain and record the elevation (in relation to mean sea level) of the natural grade of the building site for a structure prior to the start of construction and the placement of any fill and ensure that the requirements of subsection (B)(1)(b) of this section and RRM 15.55.060(D) are adhered to.

c. Upon placement of the lowest floor of a structure (including basement) but prior to further vertical construction, obtain documentation, prepared and sealed by a professional licensed surveyor or engineer, certifying the elevation (in relation to mean sea level) of the lowest floor (including basement).

d. Where base flood elevation data are utilized, obtain as-built certification of the elevation (in relation to mean sea level) of the lowest floor (including basement), prepared and sealed by a professional licensed surveyor or engineer, prior to the final inspection.

e. Maintain all elevation certificates (EC) submitted to the city of Rogue River.

f. Obtain, record, and maintain the elevation (in relation to mean sea level) to which the structure and all attendant utilities were floodproofed for all new or substantially improved floodproofed structures where allowed under this chapter and where base flood elevation (BFE) data is provided through the FIS, FIRM, or obtained in accordance with RRM 15.55.050(A)(7).

g. Maintain all floodproofing certificates required under this chapter.

h. Record and maintain all variance actions, including justification for their issuance.

i. Obtain and maintain all hydrologic and hydraulic analyses performed as required under RRM 15.55.060(D).

j. Record and maintain all substantial improvement and substantial damage calculations and determinations as required under subsection (B)(3)(d) of this section.

k. Documentation of how no net loss standards have been met (see Section 15.55.070).

l. Maintain for public inspection all records pertaining to the provisions of this chapter.

### 3. Requirement to Notify Other Entities and Submit New Technical Data.

a. Community Boundary Alterations. The floodplain administrator shall notify the Federal Insurance Administrator in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed authority or no longer has authority to adopt and enforce floodplain management regulations for a particular area, to ensure that all flood hazard boundary maps (FHBM) and flood insurance rate maps (FIRM) accurately represent the community's boundaries. Include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

b. Watercourse Alterations. Notify adjacent communities, the Department of Land Conservation and Development, and other appropriate state and federal agencies, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration. This notification shall be provided by the applicant to the Federal Insurance Administration as a letter of map revision (LOMR) along with either:

i. A proposed maintenance plan to ensure the flood carrying capacity within the altered or relocated portion of the watercourse is maintained; or

ii. Certification by a registered professional engineer that the project has been designed to retain its flood carrying capacity without periodic maintenance.

The applicant shall be required to submit a conditional letter of map revision (CLOMR) when required under subsection (B)(3)(c) of this section. Ensure compliance with all applicable requirements in subsection (B)(3)(c) of this section and RRMC 15.15.050(A)(1).

c. Requirement to Submit New Technical Data. A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator of the changes by submitting technical or scientific data in accordance with 44 CFR Part 65.3. The community may require the applicant

to submit such data and review fees required for compliance with this section through the applicable FEMA letter of map change (LOMC) process.

The floodplain administrator shall require a conditional letter of map revision prior to the issuance of a floodplain development permit for:

- i. Proposed floodway encroachments that increase the base flood elevation; and
- ii. Proposed development which increases the base flood elevation by more than one foot in areas where FEMA has provided base flood elevations but no floodway.

An applicant shall notify FEMA within six months of project completion when an applicant has obtained a conditional letter of map revision (CLOMR) from FEMA. This notification to FEMA shall be provided as a letter of map revision (LOMR).

The applicant shall be responsible for preparing all technical data to support CLOMR/LOMR applications and paying any processing or application fees associated with the CLOMR/LOMR.

The floodplain administrator shall be under no obligation to sign the community acknowledgement form, which is part of the CLOMR/LOMR application, until the applicant demonstrates that the project will or has met the requirements of this code and all applicable state and federal permits.

d. Substantial Improvement and Substantial Damage Assessments and Determinations. Conduct substantial improvement (SI) (as defined in RRMC 15.15.020) reviews for all structural development proposal applications and maintain a record of SI calculations within permit files in accordance with subsection (B)(2) of this section. Conduct substantial damage (SD) (as defined in RRMC 15.15.020) assessments when structures are damaged due to a natural hazard event or other causes. Make SD determinations whenever structures within the special flood hazard area (as established in RRMC 15.15.030(B)) are damaged to the extent that the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

#### C. Establishment of Development Permit.

1. Floodplain Development Permit Required. A development permit shall be obtained before construction or development begins within any area horizontally within the special flood hazard area established in RRMC 15.15.030(B). The development permit shall be required for all structures, including manufactured dwellings, and for all other development, as defined in RRMC 15.15.020, including fill and other development activities.

2. Application for Development Permit. Application for a development permit may be made on forms furnished by the floodplain administrator and may include, but not be limited to, plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, fill, storage of materials, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

a. In riverine flood zones, the proposed elevation (in relation to mean sea level) of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the requirements of subsection (B)(2) of this section.

b. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed.

c. Certification by a registered professional engineer or architect licensed in the state of Oregon that the floodproofing methods proposed for any nonresidential structure meet the floodproofing criteria for nonresidential structures in RRMC 15.55.060(C)(3).

d. Description of the extent to which any watercourse will be altered or relocated.

e. Base flood elevation data for subdivision proposals or other development when required per subsection (B)(1) of this section and RRMC 15.15.050(A)(6).

f. Substantial improvement calculation for any improvement, addition, reconstruction, renovation, or rehabilitation of an existing structure.

g. The amount and location of any fill or excavation activities proposed.

D. Variance Procedure. The issuance of a variance is for floodplain management purposes only. Flood insurance premium rates are determined by federal statute according to actuarial risk and will not be modified by the granting of a variance.

1. Conditions for Variances.

a. Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the provisions of subsections (D)(1)(c), (D)(1)(e), and (D)(2) of this section. As the lot size increases beyond one-half acre, the technical justification required for issuing a variance increases.

b. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

c. Variances shall not be issued within any floodway if any increase in flood levels during the base flood discharge would result.

d. Variances shall only be issued upon:

i. A showing of good and sufficient cause;

ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant;

iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing laws or ordinances.

e. Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use; provided, that the criteria of subsections (D)(1)(b) through (D)(1)(d) of this section are met, and the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

f. Variance shall not be issued unless it is demonstrated that the development will not result in net loss of the following proxies for the three floodplain functions in the SFHA: undeveloped space; pervious surface; or trees 6 inches dbh or greater (see Section 15.55.070 and associated options in Table 1).

g. Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

2. Variance Notification. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance and that such construction below the base flood elevation increases risks to life and property. Such notification and a record of all variance actions, including justification for their issuance, shall be maintained in accordance with subsection (B)(2) of this section. [Ord. 24-428-O § 1; Ord. 23-418-O § 74; Ord. 21-409-O § 1. Formerly 15.15.040].

**15.55.050 Provisions for flood hazard reduction.**

A. General Standards. In all special flood hazard areas, the no net loss standards (see Section 15.55.070) and the following standards shall be adhered to:

1. Alteration of Watercourses. Require that the flood carrying capacity within the altered or relocated portion of said watercourse is maintained. Require that maintenance is provided within the altered or relocated portion of said watercourse to ensure that the flood carrying capacity is not diminished. Require compliance with RRC 15.15.040(B)(3)(b) and (B)(3)(c).

2. Anchoring.

a. All new construction and substantial improvements shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

b. All manufactured dwellings shall be anchored per RRMC 15.15.060(C)(4).

3. Construction Materials and Methods.

a. All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

b. All new construction and substantial improvements shall be constructed using methods and practices that minimize flood damage.

4. Utilities and Equipment.

a. Water Supply, Sanitary Sewer, and On-Site Waste Disposal Systems.

i. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

ii. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharge from the systems into floodwaters.

iii. On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding consistent with the Oregon Department of Environmental Quality.

b. Electrical, Mechanical, Plumbing, and Other Equipment. Electrical, heating, ventilating, air conditioning, plumbing, duct systems, and other equipment and service facilities shall be elevated at least one foot above the base flood level. In addition, electrical, heating, ventilating, air conditioning, plumbing, duct systems, and other equipment and service facilities shall:

i. If replaced as part of a substantial improvement, shall meet all the requirements of this section.

5. Tanks.

a. Underground tanks shall be anchored to prevent flotation, collapse and lateral movement under conditions of the base flood.

b. Above-ground tanks shall be installed at or above the base flood level or shall be anchored to prevent flotation, collapse, and lateral movement under conditions of the base flood.

6. Subdivision Proposals and Other Proposed Developments.

a. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, shall include within such proposals base flood elevation data.

b. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) shall:

i. Be consistent with the need to minimize flood damage.

ii. Have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage.

iii. Have adequate drainage provided to reduce exposure to flood hazards.

iv. Comply with no net loss standards in Section 15.55.070.

7. Use of Other Base Flood Data. When base flood elevation data has not been provided in accordance with RRCM 15.15.030(B) the local floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation data available from a federal, state, or other source, in order to administer this section. All new subdivision proposals and other proposed new developments (including proposals for manufactured dwelling parks and subdivisions) must meet the requirements of subsection (A)(6) of this section.

Base flood elevations shall be determined for development proposals that are five acres or more in size or are 50 lots or more, whichever is less, in any A zone that does not have an established base flood elevation. Development proposals located within a riverine unnumbered A zone shall be reasonably safe from flooding; the test of reasonableness includes use of historical data, high water marks, FEMA-provided base level engineering data, and photographs of past flooding, etc., where available. When no base flood elevation data is available, the elevation requirement for development proposals within a riverine unnumbered zone is a minimum of two feet above the highest adjacent grade, to be reasonably safe from flooding. Failure to elevate at least two feet above grade in these zones may result in higher insurance rates.

8. Structures Located in Multiple or Partial Flood Zones. In coordination with the state of Oregon Specialty Codes:

a. When a structure is located in multiple flood zones on the community's flood insurance rate maps (FIRM) the provisions for the more restrictive flood zone shall apply.

b. When a structure is partially located in a special flood hazard area, the entire structure shall meet the requirements for new construction and substantial improvements.

9. Critical Facilities. Critical facilities such as schools, hospitals, and fire stations often act as shelters and are required to provide aid during flood events, and should not be constructed in special flood hazard areas.

a. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area. Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above the base flood elevation (BFE) or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility shall also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. [Ord. 24-428-O § 1; Ord. 23-418-O § 74; Ord. 21-409-O § 1. Formerly 15.15.050].

**15.55.060 Specific standards for riverine (including all noncoastal) flood zones.**

These specific standards shall apply to all new construction and substantial improvements in addition to the general standards contained in RRMC 15.15.050(A), and the no net loss standards (see Section 15.55.070).

A. Flood Openings. All new construction and substantial improvements with fully enclosed areas below the lowest floor (excluding basements) are subject to the following requirements. Enclosed areas below the base flood elevation, including crawl spaces, shall:

1. Be designed to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters;
2. Be used solely for parking, storage, or building access;
3. Be certified by a registered professional engineer or architect or meet or exceed all of the following minimum criteria:
  - a. A minimum of two openings,
  - b. The total net area of nonengineered openings shall be not less than one square inch for each square foot of enclosed area, where the enclosed area is measured on the exterior of the enclosure walls,
  - c. The bottom of all openings shall be no higher than one foot above grade,
  - d. Openings may be equipped with screens, louvers, valves, or other coverings or devices; provided, that they shall allow the automatic flow of floodwater into and out of the enclosed areas and shall be accounted for in the determination of the net open area,
  - e. All additional higher standards for flood openings in the state of Oregon Residential Specialty Codes Section R322.2.2 shall be complied with when applicable.

B. Garages.

1. Attached garages may be constructed with the garage floor slab below the base flood elevation (BFE) in riverine flood zones, if the following requirements are met:

- a. If located within a floodway the proposed garage must comply with the requirements of subsection (D) of this section;
- b. The floors are at or above grade on not less than one side;
- c. The garage is used solely for parking, building access, and/or storage;
- d. The garage is constructed with flood openings in compliance with subsection (A) of this section to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater;
- e. The portions of the garage constructed below the BFE are constructed with materials resistant to flood damage;
- f. The garage is constructed in compliance with the standards in RRM 15.15.050(A); and
- g. The garage is constructed with electrical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

2. Detached garages must be constructed in compliance with the standards for appurtenant structures in subsection (C)(6) of this section or nonresidential structures in subsection (C)(3) of this section depending on the square footage of the garage.

C. For Riverine (Noncoastal) Special Flood Hazard Areas With Base Flood Elevations. In addition to the general standards listed in RRM 15.15.050(A) the following specific standards shall apply in riverine (noncoastal) special flood hazard areas with base flood elevations (BFE): zones A1-30, AH, and AE.

1. Before Regulatory Floodway. In areas where a regulatory floodway has not been designated, no new construction, substantial improvement, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's flood insurance rate map (FIRM), unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community and will not result in the net loss of flood storage volume. When determined that structural elevation is not possible and where the placement of fill cannot meet the above standard, impacts to undeveloped space must adhere to the no net loss standards in Section 15.55.070(A)(3).

2. Residential Construction.

a. New construction, conversion to, and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated at one foot above the base flood elevation (BFE).

b. Enclosed areas below the lowest floor shall comply with the flood opening requirements in subsection (A) of this section.

### 3. Nonresidential Construction.

a. New construction, conversion to, and substantial improvement of any commercial, industrial, or other nonresidential structure shall:

i. Have the lowest floor, including basement, elevated at or above the base flood elevation (BFE); or together with attendant utility and sanitary facilities;

ii. Be floodproofed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water;

iii. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;

iv. Be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this section based on their development and/or review of the structural design, specifications and plans. Such certifications shall be provided to the floodplain administrator as set forth in RRMC 15.15.040(B)(2).

b. Nonresidential structures that are elevated, not floodproofed, shall comply with the standards for enclosed areas below the lowest floor in subsection (A) of this section.

c. Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g., a building floodproofed to the base flood level will be rated as one foot below).

d. Applicants shall supply a maintenance plan for the entire structure to include but not limited to: exterior envelope of structure; all penetrations to the exterior of the structure; all shields, gates, barriers, or components designed to provide floodproofing protection to the structure; all seals or gaskets for shields, gates, barriers, or components; and, the location of all shields, gates, barriers, and components, as well as all associated hardware, and any materials or specialized tools necessary to seal the structure.

e. Applicants shall supply an emergency action plan (EAP) for the installation and sealing of the structure prior to a flooding event that clearly identifies what triggers the EAP and who is responsible for enacting the EAP.

4. Manufactured Dwellings.

- a. Manufactured dwellings to be placed (new or replacement) or substantially improved that are supported on solid foundation walls shall be constructed with flood openings that comply with subsection (A) of this section;
- b. The bottom of the longitudinal chassis frame beam shall be at least one foot above base flood elevation;
- c. Manufactured dwellings to be placed (new or replacement) or substantially improved shall be anchored to prevent flotation, collapse, and lateral movement during the base flood. Anchoring methods may include, but are not limited to, use of over the top or frame ties to ground anchors (reference FEMA's "Manufactured Home Installation in Flood Hazard Areas" guidebook for additional techniques); and
- d. Electrical crossover connections shall be a minimum of 12 inches above base flood elevation (BFE).

5. Recreational Vehicles. Recreational vehicles placed on sites are required to:

- a. Be on the site for fewer than 180 consecutive days; and
- b. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
- c. Meet the requirements of subsection (C)(4) of this section, including the anchoring and elevation requirements for manufactured dwellings.

6. Appurtenant (Accessory) Structures. Relief from elevation or floodproofing requirements for residential and nonresidential structures in riverine (noncoastal) flood zones may be granted for appurtenant structures that meet the following requirements:

- a. Appurtenant structures located partially or entirely within the floodway must comply with requirements for development within a floodway found in subsection (D) of this section;
- b. Appurtenant structures must only be used for parking, access, and/or storage and shall not be used for human habitation;
- c. Appurtenant structures are limited to one-story structures less than 600 square feet;
- d. The portions of the appurtenant structure located below the base flood elevation must be built using flood-resistant materials;

- e. The appurtenant structure must be adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood;
- f. The appurtenant structure must be designed and constructed to equalize hydrostatic flood forces on exterior walls and comply with the requirements for flood openings in subsection (A) of this section;
- g. Appurtenant structures shall be located and constructed to have low damage potential;
- h. Appurtenant structures shall not be used to store toxic material, oil, or gasoline, or any priority persistent pollutant identified by the Oregon Department of Environmental Quality unless confined in a tank installed in compliance with RRC 15.15.050(A)(5);
- i. Appurtenant structures shall be constructed with electrical, mechanical, and other service facilities located and installed so as to prevent water from entering or accumulating within the components during conditions of the base flood.

#### 7. Below-Grade Crawl Spaces.

- a. The building must be designed and adequately anchored to resist flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy. Hydrostatic loads and the effects of buoyancy can usually be addressed through the required flood openings stated in subsection (A) of this section. Because of hydrodynamic loads, crawl space construction is not allowed in areas with flood velocities greater than five feet per second unless the design is reviewed by a qualified design professional, such as a registered architect or professional engineer. Other types of foundations are recommended for these areas.
- b. The crawl space is an enclosed area below the base flood elevation (BFE) and, as such, must have openings that equalize hydrostatic pressures by allowing the automatic entry and exit of floodwaters. The bottom of each flood vent opening can be no more than one foot above the lowest adjacent exterior grade.
- c. Portions of the building below the BFE must be constructed with materials resistant to flood damage. This includes not only the foundation walls of the crawl space used to elevate the building, but also any joists, insulation, or other materials that extend below the BFE. The recommended construction practice is to elevate the bottom of joists and all insulation above BFE.
- d. Any building utility systems within the crawl space must be elevated above BFE or designed so that floodwaters cannot enter or accumulate within the

system components during flood conditions. Ductwork, in particular, must either be placed above the BFE or sealed from floodwaters.

e. The interior grade of a crawl space below the BFE must not be more than two feet below the lowest adjacent exterior grade.

f. The height of the below-grade crawl space, measured from the interior grade of the crawl space to the top of the crawl space foundation wall, must not exceed four feet at any point. The height limitation is the maximum allowable unsupported wall height according to the engineering analyses and building code requirements for flood hazard areas.

g. There must be an adequate drainage system that removes floodwaters from the interior area of the crawl space. The enclosed area should be drained within a reasonable time after a flood event. The type of drainage system will vary because of the site gradient and other drainage characteristics, such as soil types. Possible options include natural drainage through porous, well-drained soils and drainage systems such as perforated pipes, drainage tiles or gravel or crushed stone drainage by gravity or mechanical means.

h. The velocity of floodwaters at the site shall not exceed five feet per second for any crawl space. For velocities in excess of five feet per second, other foundation types should be used.

D. Floodways. Located within the special flood hazard areas established in RRM 15.15.030(B) are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of the floodwaters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

1. Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless:

a. Certification by a registered professional civil engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment shall not result in any increase in flood levels within the community during the occurrence of the base flood discharge; or

b. A community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations; provided, that a conditional letter of map revision (CLOMR) is applied for and approved by the Federal Insurance Administrator, and the requirements for such revision as established under 44 CFR Section 65.12 are fulfilled, and the encroachment(s) comply with the no net loss standards in Section 15.55.070.

2. If the requirements of subsection (D)(1) of this section are satisfied, all new construction, substantial improvements, and other development shall comply with all

other applicable flood hazard reduction provisions of RRM 15.55.050 and this section.

E. Standards for Shallow Flooding Areas. Shallow flooding areas appear on FIRMs as AO zones with depth designations or as AH zones with base flood elevations. For AO zones the base flood depths range from one to three feet above ground where a clearly defined channel does not exist, or where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is usually characterized as sheet flow. For both AO and AH zones, adequate drainage paths are required around structures on slopes to guide floodwaters around and away from proposed structures.

F. Standards for AH Zones. Development within AH zones must comply with the standards in RRM 15.15.050(A) and this section, including subsection (E).

G. Standards for AO Zones. In AO zones, the following provisions apply in addition to the requirements in RRM 15.55.050(A) and subsection (E) of this section:

1. New construction, conversion to, and substantial improvement of residential structures and manufactured dwellings within AO zones shall have the lowest floor, including basement, elevated above the highest grade adjacent to the building, at minimum to or above the depth number specified on the flood insurance rate maps (FIRMs). The city of Rogue River requires one foot of freeboard. For manufactured dwellings the lowest floor is considered to be the bottom of the longitudinal chassis frame beam.

2. New construction and substantial improvements of nonresidential structures within AO zones shall either:

a. Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, at minimum to or above the depth number specified on the flood insurance rate maps (FIRMs). The city of Rogue River requires one foot of freeboard; or

b. Together with attendant utility and sanitary facilities, be completely floodproofed to or above the depth number specified on the FIRM, or a minimum of two feet above the highest adjacent grade if no depth number is specified, so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as stated in subsection (C)(3)(a)(iv) of this section.

3. Recreational vehicles placed on sites within AO zones on the community's flood insurance rate maps (FIRMs) shall either:

a. Be on the site for fewer than 180 consecutive days; and

b. Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or

c. Meet the elevation requirements of subsection (E)(2)(a) of this section, and the anchoring and other requirements for manufactured dwellings of subsection (C)(4) of this section.

4. In AO zones, new and substantially improved appurtenant structures must comply with the standards in subsection (C)(6) of this section.

5. In AO zones, enclosed areas beneath elevated structures shall comply with the requirements in subsection (A) of this section. [Ord. 24-428-O § 1; Ord. 23-418-O § 74; Ord. 21-409-O § 1. Formerly 15.15.060].

### **15.55.070 Standards for Protection of SFHA Floodplain Functions.**

The standards described below apply to all special flood hazard areas as defined in Section 15.55.020.

#### **A. No Net Loss Standards**

1. No net loss of the three proxies for the floodplain functions mentioned in Section 1 is required for development in the special flood hazard area that would reduce undeveloped space, increase impervious surface, or result in a loss of trees that are 6-inches dbh or greater. No net loss can be achieved by first avoiding negative effects to floodplain functions to the degree possible, then minimizing remaining effects, then replacing and/or otherwise compensating for, offsetting, or rectifying the residual adverse effects to the three floodplain functions. Prior to the issuance of any development authorization, the applicant shall:
  - a. Demonstrate a legal right by the project proponent to implement the proposed activities to achieve no net loss (e.g., property owner agreement);
  - b. Demonstrate that financial assurances are in place for the long-term maintenance and monitoring of all projects to achieve no net loss;
  - c. Include a management plan that identifies the responsible site manager, stipulates what activities are allowed on site, and requires the posting of signage identifying the site as a mitigation area.
2. Compliance with no net loss for undeveloped space or impervious surface is preferred to occur prior to the loss of habitat function but, at a minimum, shall occur concurrent with the loss. To offset the impacts of delay in implementing no net loss, a 25 percent increase in the required minimum area is added for each year no net loss implementation is delayed.

## B. Undeveloped Space

1. Development proposals shall not reduce the fish-accessible and egress-able undeveloped space within the special flood hazard area.
2. A development proposal with an activity that would impact undeveloped space shall achieve no net loss of fish-accessible and egress-able space.
3. Lost undeveloped space must be replaced with fish-accessible and egress-able compensatory volume based on the ration in Table 1 and at the same flood level at which the development causes an impact (i.e., plus or minus 1 foot of the hydraulically equivalent elevation).
  - a. Hydraulically equivalent sites must be found within either the equivalent 1-foot elevations or the same flood elevation bands of the development proposal. The flood elevation bands are identified as follows:
    - i. Ordinary High Water Mark to 10-year,
    - ii. 10-year to 25-year,
    - iii. 25-year to 50-year,
    - iv. And 50-year to 100-year
  - b. Hydrologically connected to the waterbody that is the flooding source;
  - c. Designed so that there is no increase in velocity; and
  - d. Designed to fill and drain in a manner that minimizes anadromous fish stranding to the greatest extent possible.

## C. Impervious Surfaces

Impervious surface mitigation shall be mitigated through any of the following options:

1. Development proposals shall not result in a net increase in impervious surface area within the SFHA, or
2. Use low impact development or green infrastructure to infiltrate and treat stormwater produced by the new impervious surface, as documented by a qualified professional, or
3. If prior methods are not feasible and documented by a qualified professional stormwater retention is required to ensure no increase in peak volume or flow

and to maximize infiltration, and treatment is required to minimize pollutant loading. See Section 15.55.070(C)(3) for stormwater retention specifications.

#### D. Trees

1. Development proposals shall result in no net loss of trees 6-inches dbh or greater within the special flood hazard area. This requirement does not apply to silviculture where there is no development.
  - a. Trees of or exceeding 6-inches dbh that are removed from the RBZ, Floodway, or RBZ-fringe must be replaced at the ratios in Table 1.
  - b. Replacement trees must be native species that would occur naturally in the Level III ecoregion of the impact area.

#### E. Stormwater Management

Any development proposal that cannot mitigate as specified in 15.55.070(C)(1-2) must include the following:

1. Water quality (pollution reduction) treatment for post-construction stormwater runoff from any net increase in impervious area; and
2. Water quantity treatment (retention facilities) unless the outfall discharges into the ocean.
3. Retention facilities must:
  - a. Limit discharge to match the pre-development peak discharge rate (i.i., the discharge rate of the site based on its natural groundcover and grade before any development occurred)for the 10-year peak flow using a continuous simulation for flows between 50 percent of the 2-year event and the 10-year flow event (annual series).
  - b. Treat stormwater to remove sediment and pollutants from impervious surfaces such that at least 80 percent of the suspended solids are removed from the stormwater prior to discharging to the receiving water body.
  - c. Be designed to not entrap fish and drain to the source of flooding.
  - d. Be certified by a qualified professional.
4. Stormwater treatment practices for multi-parcel facilities, including subdivisions, shall have an enforceable operation and maintenance agreement to ensure the system functions as designed. This agreement will include:

- a. Access to stormwater treatment facilities at the site by the City of Rogue River for the purpose of inspection and repair.
- b. A legally binding document specifying the parties responsible for the proper maintenance of the stormwater treatment facilities. The agreement will be recorded and bind subsequent purchasers and sellers even if they were not party to the original agreement.
- c. For stormwater controls that include vegetation and/or soil permeability, the operation and maintenance manual must include maintenance of these elements to maintain the functionality of the feature.
- d. The responsible party for the operation and maintenance of the stormwater facility shall have the operation and maintenance manual on site and available at all times. Records of the maintenance and repairs shall be retained and made available for inspection by the City of Rogue River for five years.

F. Activities Exempt from No Net Loss Standards

The following activities are not subject to the no net loss standards in Section 15.55.070(A); however, they may not be exempt from floodplain development permit requirements.

1. Normal maintenance of structures, such as re-roofing and replacing siding, provided there is no change in the footprint or expansion of the roof of the structure;
2. Normal street, sidewalk, and road maintenance, including filling potholes, repaving, and installing signs and traffic signals, that does not alter contours, use or alter culverts. Activities exempt do not include expansion of paved areas.
3. Routine maintenance of landscaping that does not involve grading, excavation, or filling;
4. Routine agricultural practices such as tilling, plowing, harvesting, soil amendments, and ditch cleaning that does not alter the ditch configuration provided the spoils are removed from special flood hazard area or tilled into fields as a soil amendment;
5. Routine silviculture practices that do not meet the definition of development, including harvesting of trees as long as root balls are left in place and forest road construction or maintenance that does not alter contours, use or alter culverts;
6. Removal of noxious weeds and hazard trees, and replacement of non-native vegetation with native vegetation;

7. Normal maintenance of above ground utilities and facilities, such as replacing downed power lines and utility poles provided there is no net change in footprint;
8. Normal maintenance of a levee or other flood control facility prescribed in the operations and maintenance plan for the levee or flood control facility. Normal maintenance does not include repair from flood damage, expansion of the prism, expansion of the face or toe or addition of protection on the face or toe with rock armor.
9. Habitat restoration activities.

G. Riparian Buffer Zone (RBZ)

1. The Riparian Buffer Zone is measured from the ordinary high-water line of a fresh waterbody (lake, pond, ephemeral, intermittent, or perennial stream) or mean higher-high water of a marine shoreline or tidally influenced river reach to 170 feet horizontally on each side of the stream or inland of the MHHW. The riparian buffer zone includes the area between these outer boundaries on each side of the stream, including the stream channel.
2. Habitat restoration activities in the RBZ are considered self-mitigating and are not subject to the no net loss standards described above.
3. Functionally dependent uses are only subject to the no net loss standards for development in the RBZ. Ancillary features that are associated with but do not directly impact the functionally dependent use in the RBZ (including manufacturing support facilities and restrooms) are subject to the beneficial gain standard in addition to no net loss standards.
4. Any other use of the RBZ requires a greater offset to achieve no net loss of floodplain functions, on top of the no net loss standards described above, through the beneficial gain standard.
5. Under FEMA's beneficial gain standard, an area within the same reach of the project and equivalent to 5% of the total project area within the RBZ shall be planted with native herbaceous and shrub vegetation and designated as open space.

Table 1 No Net Loss Standards

<b>Basic Mitigate Ratios</b>	<b>Undeveloped Space (ft<sup>3</sup>)</b>	<b>Impervious Surface (ft<sup>2</sup>)</b>	<b>Trees (6”&lt;dbh≤20”)</b>	<b>Trees (20”&lt;dbh≤39”)</b>	<b>Trees (39”&lt;dbh)</b>
<b>RBZ and Floodway</b>	2:1*	1:1	3:1*	5:1	6:1
<b>RBZ-Fringe</b>	1.5:1*	1:1	2:1*	4:1	5:1

**Mitigation multipliers**

<b>Mitigation onsite to Mitigation offsite, same reach</b>	100%	100%	100%	100%	100%
<b>Mitigation onsite to Mitigation offsite, different reach, same watershed (5<sup>th</sup> field)</b>	200% *	200%*	200%*	200%	200%

Notes:

1. Ratios with asterisks are indicated in the BiOP
2. Mitigation multipliers of 100% result in the required mitigation occurring at the same value described by the ratios above, while multipliers of 200% result in the required mitigation being doubled.
  - a. For example, if only 500 square feet of the total 1000 square feet of required pervious surface mitigation can be conducted onsite and in the same reach, the remaining 500 square feet of required pervious surface mitigation occurring offsite at a different reach would double because of the 200% multiplier.
3. RBZ impacts must be offset in the RBZ, on-site or off-site.
4. Additional standards may apply in the RBZ (See 15.55.070(G) Riparian Buffer Zone)

**SECTION 2. Severability Clause**

If any portion of this Ordinance is for any reason held invalid or unconstitutional by a 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 the Ordinance.

**SECTION 3. Emergency Clause**

Whereas, the City of Rogue River, Oregon finds time being of the essence, and 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 immediately should the Common Council approve the Ordinance by a majority vote.

**ADOPTED** by the Common Council of the City of Rogue River on this 27<sup>th</sup> day of February 2025.

**SUBMITTED TO AND APPROVED** by the Mayor of the City of Rogue River on this 27<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Pam VanArsdale  
Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Oliver  
City Recorder

## **ORDINANCE NO. 24-434-O**

### **AN ORDINANCE AMENDING ROGUE RIVER MUNICIPAL CODE 17 - ZONING MANDATED PARKING REQUIREMENTS FOR THE CITY OF ROGUE RIVER, OREGON, AND DECLARING AN EMERGENCY.**

**WHEREAS**, a text amendment to Title 17 of the City of Rogue River Municipal Code to accommodate mandated changes to the City's parking standards in line with the Department of Land Conservation and Development (DLCD) rules interpreting the Governor's Climate Friendly Area Execution Order; and,

**WHEREAS**, the City of Rogue River received an exemption from parts of OAR chapter 660 division 12 (Transportation Planning Rules) from the Director's Office of the Oregon Department of Land Conservation and Development to include specific exemptions from compliance with; OAR 660-012-0405(1)(a), OAR 660-012-0405(1)(b), OAR 660-012-0405(5), and OAR 660-012-0440; and,

**WHEREAS**, the Rogue River Planning Commission on it's own motion voted during a public meeting to recommend a text amendment altering the City's parking standards in accordance with the Rogue River Municipal Code Title 17 - Zoning; and,

**WHEREAS**, the Rogue River Planning Commission recommended that the City Council approved a text amendment to the Rogue River Municipal Code officially labeled Text Amendment 2024-03 to incorporate mandated parking reforms into the City's Municipal Code; and,

**WHEREAS**, the Rogue River Planning Commissions decision was made pursuant to the findings in the staff report, the full testimony heard in the public meeting, and the information provided in the meeting packet, all of which are hereby fully incorporated herein by reference, and their recommendation dated November 26, 2024; and,

**WHEREAS**, the City Council held a legislative public meeting to hear public comment to consider the recommendation of the Rogue River Planning Commission.

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

**SECTION 1. Amends Section 17.15.080 Garage requirement to read as follows:**

**Garage standards.**

Garages fronting on the street side yard of a corner lot shall be set back a minimum of 20 feet from the property line.

**SECTION 2. Amends Section 17.15.090 Driveway to read as follows:**

All single-family dwelling construction, manufactured dwelling units, the replacement of any existing dwelling unit or major remodeling (50 percent or more of the replacement cost of existing dwelling unit) shall have a durable surface driveway suitable for maneuvering beginning from a city-maintained street to the parking space(s) serving the dwelling unit(s). It shall also be required to pave the portion of the public right-of-way being used as ingress/egress to the property. Any private road beginning from a city-maintained street shall also have a durable surface suitable for vehicle maneuvering.

**SECTION 3. Amends Section 17.20.070 Garage requirement to read as follows:**

**Garage standards.**

Garages fronting on the street side yard of a corner lot shall be set back a minimum of 20 feet from the property line.

**SECTION 4. Amends Section 17.20.090 Driveway to read as follows:**

All single-family dwelling construction, manufactured dwelling units, the replacement of any existing dwelling unit or major remodeling (50 percent or more of the replacement cost of existing dwelling unit) shall have a durable surface driveway suitable for maneuvering beginning from a city-maintained street to the parking space(s) serving the dwelling unit(s). It shall also be required to pave the portion of the public right-of-way being used as ingress/egress to the property. Any private road beginning from a city-maintained street shall also have a durable surface suitable for vehicle maneuvering.

**SECTION 5. Amends Section 17.25.100 Garage requirement to read as follows:**

**Garage standards.**

Garages fronting on the street side yard of a corner lot shall be set back a minimum of 20 feet from the property line.

**SECTION 6. Amends Section 17.25.110 Driveway as follows:**

All single-family and multiple-family dwelling construction, manufactured dwelling units, the replacement of any existing dwelling unit or major remodeling (50 percent or more of the replacement cost of existing dwelling unit) shall have a durable surface driveway suitable for maneuvering beginning from a city-maintained street to the

parking space(s) serving the dwelling unit(s). It shall also be required to pave the portion of the public right-of-way being used as ingress/egress to the property. Any private road beginning from a city-maintained street shall also have a durable surface suitable for vehicle maneuvering.

**SECTION 7. Amends Chapter 17.70 Title to read as follows:**

OFF-STREET PARKING, LOADING, AND ACCESS

**SECTION 8. Amends Section 17.70.020 Off-street parking to read as follows:**

**17.70.020 Off-street parking.**

A. Off-street parking spaces shall be provided for any expansion or new building, structure or use in accordance with the requirements herein.

B. Downtown Parking District (DPD). The City designates the following tax lots as the Downtown Parking District. New uses are not required to provide off-site parking in this district as it is a historically developed commercial area with limited potential for additional parking. The City has made efforts to provide public parking near this downtown area to off-set the lack of available private parking. The tax lots included in the Downtown Parking District include:

<b>STREET ADDRESS</b>	<b>MAP AND TAX LOT NUMBER</b>
109 Main Street	36-4W-15CC TL 9600
111 E. Main Street	36-4W-15CC TL 9601
117 E. Main Street	36-4W-15CC TL 7700
205 Main Street	36-4W-15CC TL 7601
207 E. Main Street	36-4W-15CC TL 7600
211 Main Street	36-4W-15CC TL 4801
213 Main Street	36-4W-15CC TL 4400
111 Broadway Street	36-4W-15CC TL 4500
210 Main Street	36-4W-15CC TL 2000
108 Gardiner Street	36-4W-22BB TL 2001
120 Gardiner Street	36-4W-22BB TL 2100
202 Arbor Street	36-4W-22BB TL 2800
109 Depot Street	36-4W-22BB TL 3600
Depot Street	36-4W-22BB TL 3500
115 Depot Street	36-4W-22BB TL 3400

<b>STREET ADDRESS</b>	<b>MAP AND TAX LOT NUMBER</b>
201 Gardiner Street	36-4W-22BB TL 3000
125 Depot Street	36-4W-22BB TL 3200
119 Depot Street	36-4W-22BB TL 3300
122 Depot Street	36-4W-22BB TL 4700
108 Depot Street	36-4W-22BB TL 4600
122 E Main Street	36-4W-22BB TL 3900
100 Depot Street	36-4W-22BB TL 3901
Main Street	36-4W-22BB TL 4000
112 E Main Street	36-4W-22BB TL 4100
110 E Main Street	36-4W-22BB TL 4200
104 E Main Street	36-4W-22BB TL 4300
1 Pine Street	36-4W-22BB TL 4500

C. Number of Parking Spaces Required. The number of off-street parking spaces required shall be as set forth in the following schedule:

1. Residential.

<b>USE</b>	<b>PARKING SPACES REQUIRED</b>
1. Single Dwelling Unit	Two off-street spaces per dwelling unit
2. Duplex	One off-street parking spaces per dwelling unit
3. Triplex	One off-street parking spaces per dwelling unit
4. Multiple Unit Dwelling Complex	One off-street parking spaces per dwelling unit
5. Residential units smaller than 750-square feet	Zero off-street parking spaces
6. Single-room occupancy home	Zero off-street parking spaces
7. Affordable housing as defined in OAR 660-039-0010	Zero off-street parking spaces
8. Publicly supported housing as defined in ORS 456.250	Zero off-street parking spaces

<b>USE</b>	<b>PARKING SPACES REQUIRED</b>
9. Rooming or boardinghouses, bed and breakfast establishment, residential hotel, and other short-term rentals	One space for each guest accommodation plus one additional space for the owner/operator

2. Commercial Residential.

<b>USE</b>	<b>PARKING SPACES REQUIRED</b>
1. Hotel and motel	One space per guest room or suite plus one additional space for the owner or manager
2. Club, lodge	Spaces to meet the combined requirements of the uses being conducted such as restaurants, auditoriums, etc.
3. Bed and breakfast establishment	One space for each guest accommodation plus one additional space for the owner/operator

3. Institutions.

<b>USE</b>	<b>PARKING SPACES REQUIRED</b>
1. Correctional institutions	One off-street space per five beds for inmates
2. Facilities and homes designed to serve people with psychosocial, physical, intellectual or developmental disabilities, including but not limited to a residential care facility, residential training facility, residential treatment facility, residential training home, residential treatment home, and conversion facility as defined in ORS 443.400	Zero off-street parking spaces
3. Domestic violence shelters	Zero off-street parking spaces
4. Emergency and transitional shelters	Zero off-street parking spaces

4. Places of Public Assembly.

<b>USE</b>	<b>PARKING SPACES REQUIRED</b>
1. Childcare facility not operated by a school district, political subdivision of this state, or governmental agency, or other criteria defined in ORS 329A.250	Zero off-street parking spaces
2. Library, reading room, museum, art gallery	One space per 400 square feet of floor area
3. Preschool, nursery, kindergarten	Two spaces per teacher
4. Elementary or junior high school	Three spaces per classroom
5. High school	Eight spaces per classroom
6. Business, dancing, trade, technical or similar schools, classrooms or training centers	Two spaces per each teaching station plus one space for every two students of design capacity
7. Auditorium or other place of public assembly	One space per four seats or eight feet of bench length. If no other seats are provided, one space per 100 sq. ft. of floor area
8. Recreation hall within apartment complex or planned unit development	One space per 200 sq. ft. of floor area

5. Commercial Amusement.

<b>USE</b>	<b>PARKING SPACES REQUIRED</b>
1. Stadium, arenas, theater	One space per four seats or eight feet of bench length
2. Bowling alley	Eight spaces per lane
3. Dance hall, skating rink	One space per 100 sq. ft. of floor area
4. Golf course	Five spaces per hole

6. Commercial.<sup>1</sup>

USE	PARKING SPACES REQUIRED
1. Retail store (except as provided in row 2 of this table)	One space per 200 sq. ft. of floor area
2. Retail store exclusively handling bulky merchandise such as automobiles, mobiles, furniture and large appliances	One space per 600 sq. ft. of floor area
3. Service or repair shop	One space per 300 sq. ft. of floor area
4. Bank, office (except medical and dental)	One space per 300 sq. ft. of floor area
5. Medical or dental office	Three spaces per each practitioner plus one for each two employees
6. Mortuary	12 spaces plus four spaces for each room in excess of two which can be used as a parlor or chapel
7. Eating or drinking establishment	One space per three seats or one space per 100 sq. ft. of floor space, whichever is greater
8. Open air market, used car sales lot	One space for 1,500 sq. ft. of land area
9. Mini-storage facilities	One space for every 1,000 sq. ft. of storage area plus one space for every 200 feet of office area
10. Mobile vendor/food truck site	Two spaces for each approved mobile vendor or food truck, or one space per three seats if seating is provided, whichever is greater

1. Property within the downtown parking district (DPD) is exempt from the off-street parking requirements related to the required number of parking spaces per associated use. However, any parking provided shall comply with design standards found in 17.70.030.

7. Industrial.

USE	PARKING SPACES REQUIRED
1. Manufacturing establishment	Two spaces for every three employees on the two adjacent shifts or one space for every 500 sq. ft. of floor area, whichever is greater
2. Wholesale establishment, warehouse, freight depot	Two spaces for every three employees on two adjacent shifts or one space for every 1,000 sq. ft., whichever is greater

8. Other uses not specifically listed above shall furnish parking as required by the planning commission. In determining the off-street parking requirements for said uses, the planning commission shall use the above requirements as a general guide and shall determine the minimum number of parking spaces required to avoid undue interference with the public use of streets and alleys. The planning commission may consider individual business models and unique parking needs when determining if proposed parking plans are adequate to minimize undue interference and conflict with existing traffic and parking patterns.

C. More Than One Use. Where more than one use is included within any one building or on any single parcel, the parking requirements shall be the sum total of the requirements of the various uses; provided, however, where the operation of these different uses is such that the hours of operation or uses complement each other insofar as the parking demand is concerned, the planning commission may authorize a reduction in these requirements.

D. Shared parking may be utilized to provide required parking spaces, provided that the total number of parking spaces provided meets the total number of required parking spaces required (for all uses).

E. Areas needed to meet the parking requirements of a particular building or use shall not be transformed or changed to another type of use, or transferred to meet the parking requirements of another building or use until the parking required for the original user of said parking area is provided at another location.

F. Where it can be shown that sections of current parking areas are underused and are not necessary to meet current parking requirements, the City shall allow the conversion of exiting underused parking areas to other uses appropriate for the zone.

G. Multi-unit residential buildings with five or more residential dwelling units, and new mixed-use buildings consisting of privately owned commercial space and five or more residential dwelling units, shall provide electrical service capacity to power potential electric vehicle charging stations. Electrical service capacity shall be provided to include 40 percent of all vehicle parking spaces to allow for potential future electric vehicle charging stations. For this purpose, electric vehicle charging capacity is defined in ORS 455.417. Regardless of residential unit inclusion all privately owned commercial development shall provide electrical service charging capacity for 20% of spaces for privately owned commercial development as outlined in ORS 455.417(3)(a)(A).

H. Required parking spaces may be provided off-site, within 2,000 feet pedestrian travel of a site. If any non-loading parking is provided on site, all required parking for people with disabilities shall be on site. If all parking is off-site, parking for people with disabilities must be located within the shortest possible distance of an accessible entrance via an accessible path and no greater than 200 feet from that entrance.

I. Reduction of parking mandates. The number of required parking spaces may be reduced in accordance with the following table provided certain amenities are provided.

<b>REDUCTION OF PARKING SPACES</b>	<b>AMENITY REQUIRED</b>
1. One off-street space for each	Three kilowatts of capacity in solar panels or wind power that will be provide in a development
2. One off-street space for each	Dedicated car-sharing parking space in a development. (car-sharing parking spaces shall count towards required parking)
3. Two off-street spaces for each	Electric vehicle charging station provided in a development. (electric vehicle charging station parking spaces shall count towards required parking)
4. One off-street space for every	Two units in a development that are fully accessible to people with mobility disabilities.

Parking reductions are cumulative and shall not be capped by the City.

J. Any building or use requiring five-tenths or more of a parking space shall be deemed to require the full space.

**SECTION 9. Amends Section 17.115.090(I) to read as follows:**

I. An internal pedestrian system of sidewalks or paths shall provide connections to parking areas, entrances to the development, transit stops, accessible parking spaces, and open space, recreational, and other community facilities associated with the development.

**SECTION 10. Amends Section 17.140.060 Parking lot landscaping to read as follows:**

**17.140.060 Parking lot landscaping.**

All of the following standards shall be met for parking lots. If a development contains multiple parking lots, then the standards shall be evaluated separately for each parking lot:

A. Parking Landscape Area Standards. A minimum percentage landscape coverage is required. Coverage is measured based on the size of plants at maturity or after two years of growth, whichever comes sooner. The minimum required landscaping is 10

percent of the total surface area of all parking areas, as measured around the perimeter of all parking spaces and maneuvering areas.

B. Such landscaping shall consist of broad-canopied deciduous shade trees with shrubs and/or ground cover plants evenly distributed throughout the parking area. "Evenly distributed" means that the trees and other plants are distributed around the parking lot perimeter and between parking bays to provide a partial canopy. The trees shall be planted so that they provide a partial canopy cover over the parking lot within five years. At a minimum, one tree per 12 parking spaces on average shall be planted over and around the parking area.

C. Any use or development proposing an off-street surface parking area of more than one-half acre (21,780 square feet) shall be required to show that the parking lot landscaping will achieve a tree canopy covering at least 40 percent of the new parking lot area at maturity but no more than 15 years after planting. New surface parking area shall be measured based on the perimeter of all new off-street parking spaces, maneuvering lanes, and maneuvering areas, including driveways and drive aisles. Development of a tree canopy plan in accordance with this standard shall be done in coordination with the local electric utility, including pre-design, design, building and maintenance phases.

D. All parking areas with more than 20 spaces shall provide landscape islands with trees that break up the parking area into rows of not more than 12 contiguous parking spaces. Landscape islands and planters shall have dimensions of not less than 48 square feet of area and no dimension of less than six feet, to ensure adequate soil, water, and space for healthy plant growth.

E. All required parking lot landscape areas not otherwise planted with trees must contain a combination of shrubs and groundcover plants so that within two years of planting, not less than 50 percent of that area is covered with living plants.

F. Wheel stops, curbs, bollards, or other physical barriers are required along the edges of all vehicle maneuvering areas to protect landscaping from being damaged by vehicles. Trees shall be planted not less than two feet from any such barrier.

G. Trees planted in tree wells within sidewalks or other paved areas shall be installed consistent with minimum standards identified in the 2021 American National Standards Institute A300 standards. Trees planted to meet these standards will be planted and maintained to maximize root health and chances for survival, including having ample high-quality soil, space for root growth, and reliable irrigation according to the needs of the species. Off-street parking areas of more than one-half acre shall comply with the standards found in 17.115.090(l).

**SECTION 11. Emergency Clause.** Whereas, the City of Rogue River, Oregon, 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.

**SECTION 12. Severability Clause.** If any portion of this Ordinance is for any reason held invalid or unconstitutional by a 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 the Ordinance.

**ADOPTED** by the Common Council of the City of Rogue River on this 27<sup>th</sup> day of February 2025.

**SUBMITTED TO AND APPROVED** by the Mayor of the City of Rogue River on this 27<sup>th</sup> day of February 2025.

\_\_\_\_\_  
Pam VanArsdale  
Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Oliver  
City Recorder

**RESOLUTION NO. 24-1429-R**

**A RESOLUTION ESTABLISHING A POLICY REGARDING THE CONVERSION OF UNDERUTILIZED ON-STREET PARKING SPACES FOR THE CITY OF ROGUE RIVER.**

**BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ROGUE RIVER, OREGON:**

**WHEREAS**, Oregon’s Governor has mandated that cities in metropolitan planning areas adopt parking standards that serve to help the State reach climate pollution reduction goals; and

**WHEREAS**, the Department of Land Conservation & Development (DLCD) and the Oregon Land Conservation and Development Commission (LCDC) developed a Climate-Friendly and Equitable Communities program outlined in Oregon Administrative Rules (OAR) to more clearly define the Governor’s mandated reforms; and

**WHEREAS**, OAR 660-012-0405(2) states that cities and counties shall adopt policies for on-street parking and land use regulations for off-street parking that allow and encourage the conversion of existing underused parking areas to other uses; and

**WHEREAS**, the City of Rogue River is required to comply with the Climate-Friendly and Equitable Communities program and the associated Oregon Administrative Rules.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Rogue River formally adopts a policy declaring that any underutilized on-street parking spaces shall be considered for conversion to the following uses: bike corrals, parklets, landscaping, bioswale or other storm detention use, or other use deemed beneficial by the City of Rogue River.

**PASSED** by the Common Council of the City of Rogue River on this 27<sup>th</sup> day of February 2025.

**SUBMITTED TO AND APPROVED** by the Mayor of the City of Rogue River on this 27<sup>th</sup> day of February 2025.

ATTEST:

\_\_\_\_\_  
Pam VanArsdale  
Mayor

\_\_\_\_\_  
Diane Oliver,  
City Recorder

## **AGREEMENT**

**THIS AGREEMENT** made on the 27th day of February 2025, by and between the City of Rogue River, Oregon, hereinafter referred to as "City" and the Kiwanis Club of Rogue River, hereinafter referred to as the "Kiwanis Club of Rogue River."

### **WITNESSETH:**

**WHEREAS**, the last Saturday in June has been designated as the "NATIONAL ROOSTER CROWING CONTEST"; and,

**WHEREAS**, the Kiwanis Club of Rogue River are desirous of sponsoring, for the benefit of the public in general and the inhabitants of the City and environs, in particular activities affording entertainment for the public in keeping with the theme and spirit of "ROGUE RIVER'S NATIONAL ROOSTER CROWING CONTEST" and the regulations thereof in the sponsoring organizations.

**NOW, THEREFORE**, in consideration of the covenants hereinafter contained, it is hereby agreed between the Kiwanis Club of Rogue River as follows:

1. In conjunction with said "ROGUE RIVER'S NATIONAL ROOSTER CROWING CONTEST," the City authorizes the Kiwanis Club of Rogue River to supervise and conduct within the City limits during "ROGUE RIVER'S NATIONAL ROOSTER CROWING CONTEST" the following activities:

- A. Placement of "Rooster Crow" signage on City property from Monday June 23<sup>rd</sup> through Monday June 30<sup>th</sup>.
- B. Full use of Rooster Park from Thursday, June 26<sup>th</sup> through Monday June 30<sup>th</sup>, to include the use of amplified sound.
- C. The rental of vendor spaces for the purpose of selling food, soft drinks, ice cream, beverages and other confections.
- D. The rental of spaces for the purpose of games and amusements.
- E. The rental of children's amusement rides of small scale.
- F. The display and sale of art by local art groups.
- G. The sale of retail and wholesale merchandise.
- H. The conducting of a parade, musical entertainment, the Kid's Koop, Rogue River's National Rooster Crowing Contest, a car show, and any other activity that falls under the guidelines of 'ROGUE RIVER'S NATIONAL ROOSTER CROWING CONTEST'.
- I. Street Closures to include: Closure of First Street from Oak Street to Pine for the entire event; Closure of Pine Street from the intersection of Pine and Main Street to the intersection of Pine and Fourth Street for the Car Show on Sunday, as well as temporary closure of streets associated with the Parade route.

2. Any sales of alcohol proposed on public property would require additional approval from the City Council, as well as conformance with all OLCC permit

requirements.

3. It is specifically understood and agreed between the parties that all financial gains or losses sustained as a result of the aforesaid "ROGUE RIVER'S NATIONAL ROOSTER CROWING CONTEST" and conjunctive activities, shall be borne solely by the Kiwanis Club of Rogue River or any licensee conducting an authorized activity.

4. It is specifically understood and agreed between the parties that all City, County and State regulations shall be followed.

5. It is further agreed that the City shall not require business licenses for businesses/vendors who are operating solely for the purpose of operating a business or concession for the "ROGUE RIVER'S NATIONAL ROOSTER CROWING CONTEST" event.

6. It is agreed that the City shall coordinate street closures, traffic direction, bleacher placement, and general Rooster Park support during the event.

7. The Kiwanis Club of Rogue River agree to furnish proof of Comprehensive General Liability Insurance in the amount of two-million (\$2,000,000) dollars to indemnify the City as shall be required.

8. The Kiwanis Club of Rogue River agrees to reimburse the City for any costs incurred, at actual costs plus 15% administrative overhead for any substantial repairs, replacement, and extra-ordinary clean-up as a result of the event. Damages and costs shall be determined by the City of Rogue River Public Works Director.

9. This agreement expires January 31st, 2026.

**IN WITNESS THEREOF**, the parties hereto have set their hands and seals by and through their duly elected and authorized officers.

\_\_\_\_\_  
**Pam VanArsdale, Mayor**  
**City of Rogue River**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Dan Smith, President**  
**Kiwanis Club of Rogue River Club**

**Date:** \_\_\_\_\_



# CITY OF ROGUE RIVER

133 Broadway • Box 1137 Rogue River, Oregon 97537 • (541) 582-4401  
Fax: (541) 582-0937 • website: cityofrogue river.org

## CITY COUNCIL APPLICATION

Name: Mark Minegar Telephone (541) 660-5130 home  
Street Address: 415 cedar st. work  
Mailing Address: Rogue River, Or. pager  
cell

E-mail mark\_minegar@yahoo.com

Are you a registered voter? Yes

Occupation and Employer or Retired (prior occupation if retired) Self employed

How long have you lived in Rogue River? 10 years

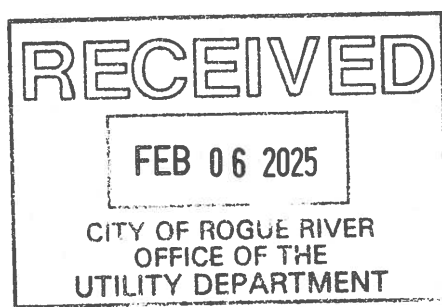
Have you served in a public office? Yes If so, please designate the office and dates of service Planning Commission

Are you, or, any member of your immediate family presently employed by the City of Rogue River? No If so, please specify \_\_\_\_\_

Why do you wish to serve on the City Council? ~~To be a~~ To be a part of what's happening in the city I live. To help in serving the city of Rogue River.

[Signature]  
Signature

2-6-25  
Date



**GRANT AGREEMENT**  
**OREGON DEPARTMENT OF TRANSPORTATION**  
**SMALL CITY ALLOTMENT PROGRAM (SCA)**  
**Project Name: Pedestrian Improvements**

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and City of Rogue River, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Authority.** By the authority granted in Oregon Revised Statute (ORS) 190.110, a state agency may enter into agreements with units of local government, Oregon state agencies, the United States or with a United States governmental agency, or with an American Indian tribe or an agency of an American Indian tribe for the performance of any or all functions and activities that state agency, its officers, or agents have the authority to perform.
- 2. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end two (2) years after the Effective Date (the “Availability Termination Date”).
- 3. Agreement Documents.** This Agreement consists of this document and the following documents, which are attached hereto and incorporated by reference:
  - a. Exhibit A: **Project Description**
  - b. Exhibit B: **Recipient Requirements**
  - c. Exhibit C: **Contractor Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; and Exhibit C.

- 4. Project Cost; Grant Funds.** The total estimated Project cost is \$250,000. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$250,000 (the “Grant Funds”). Recipient will be responsible for all Project costs not covered by the Grant Funds.
- 5. Project.**
  - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to **Subsection 5.c.**

**b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).

**i.** Eligible Costs are actual costs of Recipient to the extent those costs are:

**A.** reasonable, necessary and directly used for the Project;

**B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and

**C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

**ii.** Eligible Costs do NOT include:

**A.** operating and working capital or operating expenditures charged to the Project by Recipient;

**B.** loans or grants to be made to third parties;

**C.** any expenditures incurred before the Effective Date or after the Availability Termination Date;

**D.** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;

**E.** right of way costs;

**F.** costs to adjust, reconstruct or relocate utilities; or

**G.** equipment, tools, or materials that could be used beyond the scope of the Project.

**c. Project Change Procedures.**

**i.** If Recipient anticipates a change in scope or Availability Termination Date, Recipient shall submit a written request to the ODOT Program Manager at [SmallCityAllotments@odot.oregon.gov](mailto:SmallCityAllotments@odot.oregon.gov).

**ii.** Recipient shall not proceed with any changes to scope or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT’s approval of a Recipient’s request for change. A request for change may be rejected at the sole discretion of ODOT.

**6. Reimbursement Process.**

**a.** No later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs first, Recipient shall submit a reimbursement request to ODOT for the

Eligible Costs of the Project. Recipient must pay its contractors, consultants and vendors before submitting the request for reimbursement to ODOT. Recipient's failure to timely submit the request for reimbursement may result in non-payment.

- b. Recipient's reimbursement request shall be submitted on Recipient letterhead to the ODOT Program Manager at [SmallCityAllotments@odot.oregon.gov](mailto:SmallCityAllotments@odot.oregon.gov). The reimbursement request must be dated and include the following information: the Agreement number, the start and end date of the billing period, an itemization of all expenses for which reimbursement is claimed, the amount of advance Grant Funds received to date (if applicable), and the requested reimbursement amount. Documentation supporting Eligible Costs must be provided with the request for reimbursement.
- c. Upon ODOT's receipt of the reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the reimbursement request until the Small City Allotment Program Manager, or designee, has completed the final review and accepted the Project as complete.
- d. Within forty-five (45) days of ODOT's approval of the reimbursement request, ODOT shall reimburse Recipient for Eligible Costs up to the Grant Funds amount.
- e. Upon written request by Recipient, ODOT may advance up to 50% of the Grant Funds to Recipient before Project completion. If ODOT advances any Grant Funds to Recipient under this subsection, then, upon Project completion and final project acceptance by ODOT, ODOT will reimburse Recipient for Eligible Costs up to the remaining amount of available Grant Funds pursuant to **Subsection 5.b**.
- f. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Recipient is in compliance with the terms of this Agreement.
  - iii. Recipient's representations and warranties set forth in **Section 7** are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- g. Recovery of Grant Funds.
  - i. Recovery of Misexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Misexpended Funds to ODOT no later than fifteen (15) days after ODOT's written demand for the same.
  - ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of **Subsections 12.b.i, 12.b.ii, 12.b.iii or 12.b.vi**, Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.

**7. Representations and Warranties of Recipient.** Recipient represents and warrants to ODOT as follows:

- a. Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors or potential contractors. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

**8. Records Maintenance and Access; Audit.**

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, as well as generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations, if applicable. Recipient shall ensure that each of its contractors

complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the “Secretary”) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.

- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.
- d.** This **Section 8** shall survive any expiration or termination of this Agreement.

## **9. Recipient Contract and Procurements.**

Recipient may enter into contracts with contractors for performance of the Project. If Recipient enters into a contract, Recipient agrees to comply with the following:

- a. Contracts.**
  - i.** All contracts must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the contracts(s). Use of a contract does not relieve Recipient of its responsibilities under this Agreement.
  - ii.** Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient’s contract with the contractor.
  - iii.** Recipient shall require its construction contractor to submit a performance bond and payment bond to Recipient for an amount equal to or greater than the estimated cost of the construction contract price. Recipient shall require its construction contractor to name ODOT as an additional or dual obligee on construction contractor’s performance and payment bonds.
  - iv.** Recipient shall provide ODOT with a copy of any signed contracts, as well as any other purchasing or contracting documentation, upon ODOT’s request at any time. This subparagraph shall survive expiration or termination of this Agreement.
  - v.** Recipient must report to ODOT any material breach of a term or condition of a contract within ten (10) days of Recipient discovering the breach.

**b. Contract Indemnification.**

- i.** *Recipient's contract(s) shall require the other party to such contract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save, and hold harmless State of Oregon, the Oregon Transportation Commission and its members, and the Oregon Department of Transportation, and its officers, agents and employees, from and against any and all claims, suits, actions, liabilities, damages, losses, cost, and expenses, including attorneys' fees, of any nature whatsoever resulting from, arising out of or relating to, in whole or in part, the negligent or willful acts or omissions of the other party to Recipient's contract or any of such party's officers, agents, employees or contractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's contract(s) from and against any and all Claims.*
- ii.** Any such indemnification shall also provide that neither Recipient's contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's contractor(s) or subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's contractor is prohibited from defending the State, or that Recipient's contractor is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's contractor if the State of Oregon elects to assume its own defense.
- iii.** Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the indemnification requirements within this Contract Indemnification section.

**c. Contractor Insurance.**

- i.** Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient shall perform a risk assessment for the work to be performed under its contract(s) and may specify insurance requirements for its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify that each of its contractor(s) meet the minimum insurance requirements in Exhibit C.
  - ii.** Recipient shall require its contractor(s) to require and verify that all contractors carry insurance coverage deemed appropriate based on the risks of the contracted work.
  - iii.** Recipient shall include provisions in each of its contracts requiring its contractor(s) to comply with the insurance requirements within this Contract Insurance section.
- d. Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:

- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
  - ii. All procurement transactions are conducted in a manner providing full and open competition.
- 10. **Self-Performing Work.** Recipient must receive prior approval from ODOT Program Manager for any self-performing work.
- 11. **Conflicts of Interest.**
  - i. Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

**12. Termination**

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
  - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
  - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
  - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of ten (10) calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
  - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
  - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
  - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.

- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

### 13. GENERAL PROVISIONS

#### a. Contribution and Contract-Related Indemnification.

- i. For purposes of this **Section 13.a.**, the term “ODOT” means “the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and their respective officers, members, agents, and employees.”

#### ii. Contribution.

- A. 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 ODOT or Recipient 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.
- B. Except as otherwise provided in **Section 13.iii.** below, with respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT 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 Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient 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 ODOT on the one hand and of Recipient 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. ODOT’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 ODOT had sole liability in the proceeding.
- C. Except as otherwise provided in **Section 13.iii.** below, with respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient 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 ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT 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 Recipient on the one hand and of ODOT 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. Recipient'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.

**iii. Contract-Related Indemnification.** Notwithstanding **Subsection 13.a.ii.**, and subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:

Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold ODOT harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

**iv.** This **Section 13.a.** shall survive expiration or termination of this Agreement.

- b. Insurance; Workers' Compensation and Employer's Liability.** All employers, including Recipient, that employ subject workers who provide services 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. Employer's Liability insurance with coverage limits of not less than \$500,000 each accident must be included. Recipient shall ensure that each of its subrecipient(s) or contractor(s) complies with these requirements.
- c. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this 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.
- d. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. No Third-Party Beneficiaries.** ODOT and Recipient 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 or

indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact or Program Manager at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this **Section 13.g.** Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer",

“employee”, or “agent” of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be 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 this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. Survival.** In addition to sections of this Agreement specifically so designated, sections 6(g) (Recovery of Grant Funds), 13(h) (Governing Law; Consent to Jurisdiction) and 13(n) (Survival) survive expiration or termination of this Agreement.
- o. Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

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

The Project was approved on November 18, 2024, by the Strategic Investment Management Section Manager.

**Signature Page to Follow**

**Recipient**, by and through its Governing Body

By \_\_\_\_\_  
(Legally designated representative)

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

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

By \_\_\_\_\_  
Recipient's Legal Counsel

Date \_\_\_\_\_

**Recipient Contact:**

Ryan Nolan, City Administrator  
PO Box 1137  
Rogue River, OR 97537  
541-582-4401 x 106  
rnolan@cityofrogueriver.org

**STATE OF OREGON**, by and through its  
Department of Transportation

By \_\_\_\_\_  
Statewide Investment Management Manager

Name \_\_\_\_\_  
(printed)

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Program Manager

Date \_\_\_\_\_

**SCA Program Manager:**

Deanna Edgar, Program Manager  
355 Capitol St. NE, MS 21  
Salem, OR 97301-4178  
(503) 602-0494  
deanna.edgar@odot.oregon.gov

## EXHIBIT A

### **Project Description** **Agreement No. SCA25-15** **Project Name: Pedestrian Improvements**

#### **A. PROJECT DESCRIPTION**

##### **Pine Street** from 1st Street to 2nd Street:

Curb, gutter, sidewalk and driveway approaches, to be constructed or reconstructed along the west side of the street. New curb ramps will be constructed on the northwest and southwest corners of the intersection of Pine/1st St.

##### **Oak Street** from 1st Street to 2nd Street:

Curb, gutter, sidewalk and driveway approaches, to be constructed or reconstructed along the east side of the street. Curb ramps will be constructed at these locations:

Two on the northeast corner of the 1st/Oak Street intersection

Two on the southeast corner of the 1st/Oak Street intersection

Two on the southwest corner of the 1st/Oak Street intersection

##### **1st Street** from Oak Street to Broadway Street:

Curb, gutter, sidewalk, and driveway approaches, to be constructed or reconstructed along both sides of 1<sup>st</sup> Street. Two new curb ramps will be constructed on the northeast corner of the 1st/Broadway Street intersection

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Paragraph 5.

## **EXHIBIT B**

### **Recipient Requirements**

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain, operate and provide power to the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as ten (10) years from its completion date (the "Project Useful Life"). At the conclusion of the Project Useful Life, Recipient and ODOT shall negotiate any additional maintenance obligations for any features installed on ODOT's right of way. If the Parties are unable to reach a consensus regarding additional maintenance obligations, Recipient shall remove all features installed on ODOT's right of way at no expense to ODOT. This paragraph shall survive the expiration or termination of this Agreement.
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried for constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

#### **5. Americans with Disabilities Act Compliance**

- a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
  - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
  - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
  - iii. During Project Construction, Recipient must have a contractor with an active ODOT ADA Contractor Certification directly supervise any construction or alteration of curb ramps. At

Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
  - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall 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. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least ten (10) days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
  - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:  
<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;  
Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
  - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
  - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of

any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
  - i. Pedestrian access is maintained as required by the ADA,
  - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
  - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
  - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
  - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Paragraph 5 shall survive termination of this Agreement.

**6. Work Performed within ODOT's Right of Way**

- a. For all improvements within ODOT's right of way, Recipient shall design all work in accordance with the 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 the State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current ODOT drafting manuals.
- b. Prior to advertising the Project for bid, for all improvements within ODOT's right of way, Recipient must receive written approval of the Project's plans and specifications from ODOT's Roadway Engineering Section, in the Engineering and Technical Services Branch. This Agreement is not ODOT's approval of the plans or specifications.
- c. In addition to ODOT's approval of the plans and specifications and prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, written permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- d. Pursuant to OAR 734-020-0430, Recipient shall obtain written approval from the State Traffic Engineer prior to the design, construction, or removal of any traffic signal, traffic control device, or illumination to be installed on a state highway. An engineering study may be required for approval. See *ODOT's Traffic Manual* for the approval process. This Agreement is not the State Traffic Engineer's written approval.

- e. Recipient and ODOT shall have an executed maintenance and operations agreement to cover obligations for any signaling devices being installed on a state highway for this Project. This agreement must be in effect prior to receiving design approval from ODOT. Traffic signals on a state highway must be designed per the current edition of ODOT's *Traffic Signal Design Manual*.
- f. Electrical inspectors used by Recipient or its contractor(s), shall possess a current State Certified Traffic Signal Inspector certificate in order to inspect electrical installations on state highways.
- g. ODOT will, at no cost to the Project, perform signal equipment environmental testing. For ODOT-owned or ODOT-maintained signals, ODOT will, at no cost to the Project, perform the signal field testing and turn-on. Traffic signal timing for ODOT-owned and ODOT-operated signals shall be the responsibility of ODOT, unless there is an agreement that specifically allows Recipient to perform that function.
- h. Recipient shall ensure that all work involving pedestrian-activated signals performed under this Agreement, including maintenance activities, complies with ODOT's ADA standards. Recipient shall ensure that all traffic signals, illumination poles, and foundations installed on a state highway conform to State's standards, pursuant to the versions of ODOT's Traffic Structures Design Manual and Geotechnical Design Manual in effect at the time the work is conducted.

## 7. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

## 8. Land Use Decisions

- a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a "Land Use Decision" and collectively, "Land Use Decisions").
- b. If at any time before the Availability Termination Date identified in **Section 1** of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a "Disbursement Suspension") and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.

- d. This Section 8 is in addition to, and not in lieu of, ODOT's rights and remedies under **Subsection 6.g** ("Recovery of Grant Funds") of this Agreement.

**9. Website**

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact or Program Manager in writing when the link changes during the term of this Grant Agreement.

## **EXHIBIT C**

### **Contractor Insurance Requirements**

#### **1. GENERAL.**

- a. Recipient shall require in its first tier contracts with entities that are not units of local government as defined in ORS 190.003 (if any) that its contractors (“contractor”): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the state of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contract permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a contract when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a contract in which the Recipient is a Party. All references to “contractor” in this Exhibit refer to Recipient’s contractor(s) as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient’s contracts with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the contract.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient’s contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the subcontractor contract(s).

#### **2. TYPES AND AMOUNTS.**

##### **a. WORKERS’ COMPENSATION AND EMPLOYER’S LIABILITY.**

All employers, including Recipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers’ Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability insurance with limits not less than \$500,000 each accident. **Recipient’s contractors shall require compliance with these requirements in each of their subcontractor contracts.**

##### **b. COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by ODOT:

Prime construction contractor:

Coverage shall be written on an occurrence basis in an amount of not less than  \$1,000,000  \$2,000,000  \$5,000,000 per occurrence.

Annual aggregate limit shall not be less than  \$2,000,000  \$4,000,000  \$10,000,000.

Other contractor(s):

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence.

Annual aggregate limit shall not be less than \$2,000,000.

**c. AUTOMOBILE LIABILITY.**

Automobile Liability insurance covering business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

**d. EXCESS/UMBRELLA LIABILITY.**

A combination of primary and Excess/Umbrella Liability insurance may be used to meet the minimum required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

**e. ADDITIONAL INSURED.**

The liability coverages, except Professional Liability and Workers' Compensation/Employer's Liability, if included, must endorse the "State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees" as an endorsed Additional Insured but only with respect to the contractor's activities to be performed under the contract. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations

and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the certificate(s) of insurance and must be acceptable to the Recipient.

**f. “TAIL” COVERAGE.**

If any of the required insurance policies is on a “claims made” basis, such as Professional Liability insurance or Pollution Liability insurance, the contractor shall maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of the contract, for a minimum of twenty-four (24) months following the later of : (i) the contractor’s completion and Recipient’s acceptance of all services required under the contract or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum “tail” coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

**3. NOTICE OF CANCELLATION OR CHANGE.**

The contractor or its insurer must provide thirty (30) days’ written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**4. CERTIFICATE(S) OF INSURANCE.**

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must endorse: i) **“State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents and employees”** as an **endorsed** Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers’ Compensation/Employer’s Liability.

**The Recipient shall immediately notify ODOT of any change in insurance coverage.**

**City of Rogue River Employment Agreement  
Amendment #1**

**CITY ADMINISTRATOR**

This Employment Agreement Amendment is made and entered into by and between the City of Rogue River, a municipal corporation (City), and Ryan Nolan (City Administrator).

The City and the City Administrator wish to enter into a written Agreement Amendment updating the terms of employment of the City Administrator. In consideration of the covenants set out in this Agreement and for the consideration specified in this Agreement, the City and the City Administrator agree as follows:

**SECTION I. VACATION AND SICK BENEFITS.**

Vacation. The City Administrator will be credited with eighty (80) hours of vacation as of March 1, 2025. No other changes will be made to the vacation leave accrual rate or use policies for the City Administrator.

Sick Leave. The City Administrator will be credited with eighty (80) hours of sick leave as of March 1, 2025. No other changes will be made to the sick leave accrual rate or use policies for the City Administrator.

**IN WITNESS WHEREOF**, the City of Rogue River and the City Administrator have caused this Agreement to be signed and executed by the Mayor and City Administrator and duly attested by the City Recorder of the City of Rogue River.

City of Rogue River

City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_

**City of Rogue River Employment Agreement  
Amendment #1**

**PUBLIC WORKS DIRECTOR**

This Employment Agreement Amendment is made and entered into by and between the City of Rogue River, a municipal corporation (City), and Michael Bollweg (Public Works Director).

The City and the Public Works Director wish to enter into a written Agreement Amendment updating the terms of employment of the Public Works Director. In consideration of the covenants set out in this Agreement and for the consideration specified in this Agreement, the City and the Public Works Director agree as follows:

**SECTION I. VACATION AND SICK BENEFITS.**

Vacation. The Public Works Director will be credited with eighty (80) hours of vacation as of March 1, 2025. No other changes will be made to the vacation leave accrual rate or use policies for the Public Works Director.

Sick Leave. The Public Works Director will be credited with eighty (80) hours of sick leave as of March 1, 2025. No other changes will be made to the sick leave accrual rate or use policies for the Public Works Director.

**IN WITNESS WHEREOF**, the City of Rogue River and the Public Works Director have caused this Agreement to be signed and executed by the Mayor and Public Works Director and duly attested by the City Recorder of the City of Rogue River.

City of Rogue River

Public Works Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_



# Memo

**To:** City Council  
**From:** Ryan  
**Date:** February 21, 2025  
**Re:** Proposed Surplus Police Equipment

---

When the City elects to dispose of unnecessary items the City Council must declare those items “surplus”, then the City Administrator will dispose of the items in accordance with the City Municipal Code and State law.

There are two police vehicles that are currently out of commission. A 2018 Ford Explorer and a 2015 Chevrolet Tahoe.

The Police Chief supports considering these vehicles as surplus property and properly disposing of them. Neither are operational and both would require significant costs to repair. In good working order the 2018 Ford Explorer is worth approximately \$10,000 and the 2015 Chevrolet Tahoe is worth approximately \$13,000. However, the Ford has major engine and transmission issues and the Chevy needs a new transmission.

As both items have a value of over \$500, the City Administrator would proceed to dispose of the vehicles in an appropriate manner in accordance with the Rogue River Municipal Code Section 3.10.100. Likely a publicly advertised invitation to bid process would be the method of disposal.

There are also three short barrel Remington 870 Police Magnum Shotguns that are no longer appropriate for police service. The Police Chief supports considering these guns surplus equipment. As allowed in Section 3.10.100 of the Municipal Code surplus property may be disposed of by transfer to another government agency without a competitive process. It is recommended that once considered surplus the Chief donate the guns to the Jackson County Sheriff Department's SWAT team for training/and or breaching tool purposes.

### *Rogue River Municipal Code Section 3.10.100*

#### *Surplus Property*

*A. General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the City Administrator that the method of disposal is in the best interest of the City. Factors that may be considered by the City Administrator include costs of sale, administrative costs, and public benefits to the City.*

- 1. Governments. Without competition, by transfer or sale to another government department or public agency.*
- 2. Auction. By publicly advertised auction to the highest bidder.*
- 3. Bids. By publicly advertised invitation to bid.*
- 4. Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with this Procurement Policy for the award of personal services contracts.*
- 5. Fixed Price Sale. The City Administrator may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.*
- 6. Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.*
- 7. Donation. By donation to any organization operating within or providing a service to residents of the state of Oregon, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.*

*B. Disposal of Property with Minimal Value. Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. The employee making the disposal shall make a record of the value of the item and the manner of disposal.*

*C. Personal-Use Items. An item (or indivisible set) of specialized and personal use with a current value of less than \$100 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the City Administrator.*

*D. Restriction on Sale to City Employees. City employees shall not compete, as members of the public, for the purchase of publicly sold surplus property.*

*E. Conveyance to Purchaser. Upon the consummation of a sale of surplus personal property, the City shall make, execute and deliver a bill of sale or similar instrument signed on behalf of the City, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.*

2018 Ford Explorer Interceptor



2015 Chevy Tahoe



Remington 870 Serial Number RS24902N  
Remington 870 Serial Number RS52960N  
Remington 870 Serial Number RS24913N



In order to move forward with properly disposing of these items that have exceeded their useful lifespan. A Councilor would need to make a motion to declare the two police cars and three rifles as surplus, and the majority of the Council would need to vote to consider the items surplus.

Ryan Nolan, City Administrator

**ROGUE RIVER TREE CITY USA COMMITTEE**  
Minutes of February 13, 2025 Meeting

Called to Order: 11:15 a.m.                      Adjourned: 12:10 p.m.  
Present: JoAnn Dixon, Helga Bush, Dee Copley, Laura Jones

**OLD BUSINESS**

1.     Wollemia nobilis and Cedar of Lebanon.  
      Both trees can be planted between late February and early March. The Cedar of Lebanon will be the Arbor Day tree. We will choose a date for the Arbor Day celebration.
  
3.     Granite plaque for Steven Bush.  
      The plaque has been located. There is no longer a need to replace it.
  
4.     City Engineer Loree Pryce.  
      We need to stay in contact with Loree regarding the Website and photos of trees.
  
5.     Arborist  
      We need to consult our updated list of “Work to be Done” and contact the Arborist for a work date.

**NEW BUSINESS**

1.     Workdays.  
      Our next workdays will be Wednesday, February 26 and March 12, 2025, from Noon to 3:00 p.m.
  
- 2,     Topsoil at Plaza Park.  
      The Nordmann Fir is to be trimmed, then compost placed at the base of the tree and surrounding areas to cover the exposed roots adjacent to the sidewalk.
  
3.     Birdhouses  
      The donated birdhouses have been installed at Palmerton by PW staff.
  
4.     Recruitment of Volunteers and Board Members.  
      With suggestions from Brittany Oxford, of ODF, it was agreed that we will prepare a flyer and distribute it throughout Rogue River. The flyer will summarize who we are and invite participants to come to a social meeting at Palmerton Park Arboretum.

By Laura Jones 02.20.25  
Edited by jmd 2.20.2025