



CITY OF ROGUE RIVER

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REGULAR COUNCIL MEETING THURSDAY, APRIL 23, 2026 6:00 P.M.

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

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CALL TO ORDER

INVOCATION –Ken Johnson, Hope Presbyterian Church

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA

SPECIAL ORDERS OF BUSINESS:

- 1 Proclamation** A Mayor's Proclamation declaring National Police Week & Peace Officers Memorial Day

APPROVAL OF MINUTES:

- 2 Minutes** Consider approving the Regular City Council Meeting Minutes from March 26, 2026.

COMMITTEE REPORTS:

Community Relations: Chamber of Commerce Liaison	(City Councilor Barb Hilty)
Community Relations: Community Center Representative	(City Councilor Barb Gregory)
Community Relations: Rogue River School District #35	(City Councilor Mark Minegar)
Community Relations: Jackson County Fire District #1	(City Councilor Grace Howell)
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	(Mayor Pam VanArsdale)
Rogue Valley Council of Governments	(Mayor Pam VanArsdale)
Middle Rogue Metropolitan Planning Organization	(Mayor Pam VanArsdale)

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



ORDINANCES & RESOLUTIONS:

- 3 Ordinance** Consider adopting Ordinance 26-446-O, an ordinance amending the public safety fee and transient room tax applicability within the City of Rogue River.
- 4 Ordinance** Consider adopting Ordinance 26-447-O, an ordinance renewing the Charter Cable franchise agreement.
- 5 Resolution** Consider approving Resolution 26-1469-R, a resolution amending the City's Committee Rules by changing the Rogue River Community Center Representative position to a Community Center Liaison position.
- 6 Resolution** Consider approving Resolution 26-1470-R, a resolution approving a minor supplemental budget accounting for intended transfer of funds from the Sewer Fund to the Sewer Improvement Reserve Fund.

PUBLIC HEARINGS:

None

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

ADMINISTRATIVE ACTION:

- 7 Agreement** Consider approving the extension of a non-exclusive use agreement with Pacific Power for recreational use of property adjacent to Coyote Evans Wayside Park.

COMMITTEE MINUTES:

- 8 Tree City** Consider accepting the April 9, 2026 Tree City Committee minutes.

OTHER BUSINESS:

COUNCIL MEMBER COMMENT:

MAYOR COMMENTS:

ADJOURNMENT

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

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

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

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

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

PROCLAMATION



"To recognize National Police Week 2026 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy."

Whereas, National Police Week was created in 1962; after then-president of the United States, John F. Kennedy signed Public Law 87-726. The law designated May 15 as Peace Officers' Memorial Day and stated that the week in which the day falls should be National Police Week. Every year, the National Law Enforcement Officers organize a Memorial Service to honor police officers who lost their lives in the line of duty; and,

Whereas, the first centrally organized and uniformed police force was created during King Louis XIV's reign in Paris in 1667. In 17th century Colonial America, the most important law enforcement official was the county sheriff. In 1789, the United States Marshals Service was established, and other federal law enforcement agencies started popping up, such as the U.S. Parks Police. However, the first organized and publicly-funded professional full-time police force wasn't established until 1838 in Boston; and,

Whereas, The United States police force has developed since then to become a powerful one, with dedicated officers. The goal of National Police Week is to honor and celebrate these officers. Individuals and governments have a responsibility to honor their brave and hardworking law enforcement on this day; and,

Whereas, since the first recorded death in 1791, more than 24,500 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and,

Whereas, every May 13, the names of officers who made the ultimate sacrifice during the previous calendar year, as well as the names of the newly discovered historical line-of-duty deaths, are dedicated and read aloud during the annual Candlelight Vigil on May 13, 2026.

Now Therefore, on behalf of Mayor Pam VanArsdale, I, Barb Hilty, Mayor Pro Tem of the City of Rogue River formally designates May 11-16, 2026 as

National Police Week & Peace Officers Memorial Day

In the City of Rogue River, and publicly salutes the service of the dedicated law enforcement officers in our community and in communities across the nation.

Dated and signed this 23rd day of April 2026.

Barb Hilty, Mayor Pro Tem

ATTEST:

Diane Oliver
City Recorder

ROGUE RIVER CITY COUNCIL MINUTES

THURSDAY, MARCH 26, 2026

CITY HALL COUNCIL CHAMBERS

CITY OF ROGUE RIVER, JACKSON COUNTY, OREGON

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

INVOCATION Dennis Ruzzio, Lady of the River Catholic Church

PLEDGE OF ALLEGIANCE Mayor Pam VanArsdale led the council and audience in the pledge of allegiance

QUORUM **COUNCIL MEMBERS PRESENT:**

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

COUNCIL MEMBERS ABSENT: None

STAFF PRESENT:

Ryan Nolan, City Administrator
Paige Chick, Administrative Services Director (in audience)
Michael Bollweg, Public Works Director
Dave Rash, Police Chief
Annette Phillips, Administrative Finance Assistant (in audience)
Diane Oliver, City Recorder

MEDIA PRESENT:

Brian Mortensen, Rogue River Press

AUDIENCE: Jackson County Commissioner Colleen Roberts, and Howard Davis

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

SPECIAL ORDERS OF BUSINESS:

Proclamation The Mayor read the proclamation honoring Councilor Sharie Davis

Proclamation The Mayor read the proclamation declaring Arbor Day

APPROVAL OF MINUTES:

Move to accept the special council meeting minutes of February 19th, 2026, and the regular city council meeting minutes of February 26, 2026.

Motion by Councilor Moss, seconded by Councilor Gregory

Discussion on the motion, there was a correction to February 26, 2026, minutes that have been corrected prior to the meeting, so with that correction

Vote: All ayes, none opposed

Both sets of minutes are approved.

COMMITTEE REPORTS:

Community Relations; Chamber of Commerce Liaison: Barb Hilty reports at the meeting on March 19th they decided to officially change the name to Rogue River Chamber of Commerce. The walking digital map will be reviewed at the April meeting. The shed will be moved after Rooster Crow to the public workshop, and it will also be painted. Next mixer is April 2nd at the Grange and sponsored by small independent businesses. The May meeting will be at a Little League game. Installation and awards banquet is May 30th at 6:00 PM at the Grange, tickets are \$65.00.

Community Relations; Community Center Representative: Councilor Barb Gregory reports that they are still running in the red. The utility bill is high because of the electric van that charges. They are looking into charging the van at the Post Office. The thrift store is looking into a new way to price items. Sherrie Moss is the floor manager; she may help with this. They are working on job descriptions for volunteers. The old bus has been sold! The Community center is looking to hire a manager/bookkeeper. They are looking to make changes in the by-laws. Saint Patty's dinner was last Friday night, we had a choice between corned beef and cabbage, or shepherd's pie, both were delicious.

Rogue River School Board #35 Liaison: Councilor Mark Minegar reports that they hired a new volleyball coach, Mrs. Westlake. There is a teacher retiring as well. The funding for next year is stable, and the FFA funds will not be cut. The high school got 1st place in the Brain bowl. A coach received an award for the compass inspirational robotics coach! The sophomores won the air band contest, and the freshman class won it last year, so basically the same class keeps winning! There was a study done and teachers are second to air traffic controllers for making decisions on a daily basis. There are 22 students enrolled in an early college program. The school is updating their policy regarding films that are shown to the kids during class time, and parents will now be informed prior to showing the students films on campus.

Jackson County Fire District #1 Councilor Grace Howell reports the meeting was held on March 11th at 7:30AM. Gage Nichols joined the Jackson County Fire District. He is looking towards becoming a paramedic through the RCC Paramedic program. Austin Champion from Wimer started March 8th. They will be looking for three new people. \$10,000.00 was spent last month on overtime due to people out sick with flu/illnesses. They replaced the ridge cap on roof to prevent leaks. Solar grant was approved; there will be 180 panels. Received a \$139 donation from the public that can only be spent on the employees. The new ambulance will be fitted with table command system and will be on the road in the next few months. All the rigs will be fitted with the new system over time. They may change their meetings to evenings to accommodate the public. Next meeting is April 8th at 7:30AM.

Emergency Communication of Southern Oregon (ECISO): Ryan Nolan reports a staffing update for March is they have zero staff out on paid leave. They have had difficulty with staffing problems. Two dispatchers are in training. 31 of 37 dispatch positions filled which is high for them. They have 13 out of 15 administrative positions filled. They have clarified radio verbiage so that everyone is on the same page using the right call names etc. They have updated the Fire Priority Dispatch System like a triage system, telling them what fires are more dangerous. They have a new server system that they're switching over to for the entire communication system. They are researching a new CAD system, which will be required soon. They also added 70 new channels to the system which is part of the radio project.

Finance Committee: City Councilor Sherrie Moss reports that between February 25th, 2026, and March 20th, 2026, the finance committee met four times, issuing a total of 51 checks and 5 electronic payments totaling \$75,318.03.

Planning Commission Liaison: Councilor Barb Gregory reports that the Planning Commission is not ready to discuss potential tree policies. We reviewed and discussed use limitations of current commercial zoning properties related to residential use. Some tricky areas in current zoning regarding going from residential to commercial and switching back, which is prohibited in our code. There are small commercial lots that are too small for commercial use, but not too small for a home to be built. Ryan presented the idea of adding an extra column to the existing chart in the code, since our code is not working for us in this area. Onnie Heater is looking at better language for us to use. We will discuss it more next month.

Rogue Valley Area Commission on Transportation (RVACT): Mayor Pam VanArsdale reports that ODOT is trying to figure things out should they not get funding. We will vote on this in May which was decided by the courts. Currently, things are dire and paving will only be done on interstates and not highways. The OTC asked for priority assessment lists, and they went over that list for the region, and chose the top five if funding becomes available. The I-5 exit 27 Southbound in Medford is in dire need of repair because of the queuing that is causing a backup on the exit, it's very dangerous. OR-99 Wrap Road to Valley View needs an infill sidewalk project done because of the two deaths it has caused because of safety issues. OR-99 Table Rock to Beal need their roads widened and they need new sidewalks and bike lanes. OR-99 Matt Loop Street to Garfield needs sidewalks, bike lanes, and updated ADA crosswalks. On Parkdale in

the Parkway in Grants Pass, we'd like to see a dual left turning lane put in. In the evenings, it backs up and is dangerous. The mayor is pushing for funding for an interchange area maintenance program to study exit 48 which has a queuing problem during peak hours on the North and Southbound exit and entrance which is dangerous. This will require a traffic study first before being put on a list of potential projects in the second list of five hopefuls.

Rogue Valley Council of Governments: Mayor VanArsdale reports that she attended the meeting yesterday. There was a presentation from a group called "Operation Rambo" who train service dogs for disabled Veterans and first responders which was very interesting! There was a discussion regarding dues which are charged at .16 per capita. Rogue River's will be increased to \$45.00. The special districts will go back to the table and discuss the new fees they want to charge before voting on this increase again.

Middle Rogue Metropolitan Planning Organization (MRMPO): Mayor Pam VanArsdale reports that they have decided to rotate their meetings between Grants Pass, Rogue River and Goldhill. They also amended 2024-2027 transportation improvement program because the ODOT projects are going to go past the original project date due to the length of the road. These meetings are on the third Thursday of each month at 2:30PM.

PUBLIC INPUT: *John Joseph of Rogue River spoke two months ago in a city council meeting and is here tonight to express his deep sadness of the passing of Sharie Davis, who had encouraged him, and expressed how very kind she was to him. Councilor Sharie Davis encouraged him to keep up the good work, and to continue being more civically engaged in the community.*

ORDINANCES & RESOLUTIONS:

Ordinance Consider adopting **Ordinance 26-446-0**, an ordinance amending public safety fee and transient room tax applicability within the City of Rogue River.

Moved to postpone adopting **Ordinance 26-446-0** motion by Hilty

Discussion on the motion to move this item to our next city council workshop on April 2nd to work on this item more and discuss the definition of a "bachelor hotel".

Motion by Councilor Hilty, seconded by Councilor Gregory to move this **Ordinance 26-446-0** to the next workshop on April 2nd, 2026.

Vote: all ayes, none opposed

PUBLIC HEARINGS:

FEMA Continued public hearing on proposed code changes related to FEMA.
Move to continue the public hearing on the proposed code changes related to FEMA to June 25th, 2026, city council meeting at 6:00PM.

Motion by Hilty, seconded by Howell

Vote: Councilor Barb Gregory-yes
Councilor Sherrie Moss-yes
Councilor Barb Hilty-yes
Councilor Mark Minegar-yes
Councilor Grace Howell-yes

Motion passes.

UTILITY Request to connect 1524 East Evans Creek Road (a property outside of city limits) to City Sewer services.

The mayor opened the public hearing at 6:44PM
No councilors declared ex-parte

Ryan Nolan City Administrator confirmed with City Recorder Oliver, that indeed no testimony has come in regarding this proposal, and no one is attending virtually to this public hearing. The applicant was aware of this meeting and was invited to attend. She is not present here tonight. Ryan presented the written statements that the applicant turned in, which starts on page 22 for the record. Since their septic tank is failing, and not draining properly, which in their opinion is a health hazard since it has the potential to flow into the ditch along East Evans Creek Road. The staff report is on page 27 and compared that to our code. Ryan read the several conditions of approval and believes with the right conditions like paying for the full connection, paying double charge since it's outside city limits, and agree not to have any of the prohibited discharges outlined in our code that this could be approved by the City Council.

Agency's Testimony: None

Proponents Testimony: None

Opponents Testimony: None

Other Testimony: Michael Bollweg Public Works Director commented about his background in operating wastewater and collections, and that any system environmentally and public health wise is better off in the city's sewer system where it will receive a high-level treatment prior to discharge and

the saturation of high-density housing that once was allowed is kind of a hazard, the underground of aquifer streams pressures, certainly those close to a creek, overflows and all of that, have a potential to migrate to basically find their own way, which would present an environmental hazard. So, with that said, he would strongly urge the council to approve this so that this will go into the city's sewer system.

Applicant Rebuttal: None

Questions between councilors and staff regarding connection to only sewer and not water

Move to close the public hearing, motion by Councilor Gregory, seconded by Councilor Howell

Vote: All ayes, none opposed, the public hearing is closed at 6:56PM

I move that the city council approve the request to connect the existing home at 1524 East Evans Creek Road to the city sewer system, my motion incorporates the conditions found in the staff report as the application with conditions can be found to comply with the applicable criteria.

Motion by Councilor Gregory, seconded by Councilor Grace Howell

No further discussion

Vote: Barb Gregory-Yes
Sherrie Moss-Yes
Barb Hilty-Yes
Mark Minegar-Yes
Grace Howell-Yes

The request to connect 1524 East Evans Creek Road, a property outside of city limits to city sewer services is approved with two corrections in the staff report to state the correct date of the public hearing being March 26, 2026, instead of February 26, 2026, and 3.1 in the staff report, the applicant submitted additional information on February 7th, 2026, instead of 2025.

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

ADMINISTRATIVE ACTION:

GRANT: Consider approving amendment to ODOT Grant (OR99: Depot Street)

Move to approve the amendment to ODOT Grant (OR99: Depot Street)

Motion by Councilor Moss, seconded by Councilor Hilty

Discussion on the motion

Vote: All ayes, none opposed, ODOT amendment passes unanimously

VACANCY: Consider a motion declaring a vacancy in Council Position # 1

Move to approve a motion declaring a vacancy in Council Position # 1

Motion by Councilor Hilty, seconded by Councilor Howell

Discussion on the motion

Vote: All ayes, none opposed, vacancy of position #1 is approved unanimously

REQUEST: Consider providing a general letter of support for the Enterprise Grange #489

Move to approve providing a general letter of support for the Enterprise Grange #489

Motion by Councilor Moss, seconded by Councilor Gregory

Vote: All ayes, none opposed, motion passes unanimously

REQUEST: Consider approving mural design plans proposed by the Rogue River Mural Society for the Palmerton Park restrooms.

Move to approve the request for mural design plans proposed by the Rogue River Mural Society for the Palmerton Park restrooms

Motion by Councilor Hilty, seconded by Councilor Howell

Vote: All ayes, none opposed, motion passes unanimously

COMMITTEE MINUTES:

Tree City Consider approving the March 12, 2026, Tree City minutes

Move to approve March 12, 2026, Tree city minutes

Motion by Councilor Gregory, seconded by Councilor Minegar

No discussion on the motion

Vote: All ayes, none opposed

March 12, 2026, Tree City minutes are approved.

OTHER BUSINESS: The Arbor Day celebration this year is on April 24th, so Barb Hilty will fill in for the mayor and read the Arbor Day proclamation as the mayor will be at the spring conference. Ryan Nolan reminded the councilors to sign the Grange letter before leaving here tonight. Counciler Barb Hilty, and the mayor are to sign the ODOT grant. A follow-up from our Jail tour, at our next workshop we will have a presentation from the staff at the Jackson County Jail about the deflection program.

COUNCIL MEMBER COMMENT: Councilor Moss said the newspaper had a great article about the huge win for the FFA funds, as they were saved. She thanked Brian Mortensen for writing such a great article and encouraged councilors to read it. Barb Hilty asked if the city had received a huge number of requests from non-profits in anticipation of our upcoming budget meeting. We have only received one request from Food and Friends. The budget packet will be available soon for you to review.

MAYOR COMMENTS: Since Sharie Davis was the representative for RVACT, and the mayor was the alternate, the mayor will step up to be the regular representative. We should have an alternate however, so if anyone is interested, please let her know. Aprils council meeting will be ran by Barb Hilty. We will be awarding the bid for the reservoir in May.

ADJOURNMENT:

There being no further business to come before the City Council and upon a motion duly made (Gregory), seconded (Howell)

No discussion on the motion

Vote: All Ayes, none opposed

The meeting adjourned at 7:21 p.m.

Mayor Pro Tem Barb Hilty_____

Date _____

ATTEST:

Diane Oliver
City Recorder

ORDINANCE NO. 26-446-O

AN ORDINANCE AMENDING ROGUE RIVER MUNICIPAL CODE SECTIONS 13.30.020, 13.30.060, 3.05.010, 3.05.020, 3.05.050, and 3.05.060 CLARIFYING PUBLIC SAFETY FEE AND TRANSIENT ROOM TAX APPLICABILITY WITHIN THE CITY OF ROGUE RIVER.

WHEREAS, the City of Rogue River strives to provide citizens with a safe, comfortable, and livable community; and

WHEREAS, the City of Rogue River strives to provide timely, efficient, and effective police services to citizens and business owners; and,

WHEREAS, the City of Rogue River has historically charged RV parks a monthly public safety fee per space; and,

WHEREAS, the City Council of the City of Rogue River seeks to clarify and update the applicability of public safety fees to businesses within the City of Rogue River, specifically clarifying that approved RV Park spaces are subject to the monthly public safety fee; and,

WHEREAS, the City Council of the City of Rogue River seeks to clarify and update the applicability of the transient room tax (also known as transient lodging tax) fees to businesses within the City of Rogue River.

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

SECTION 1. Section 13.30.020 of the Rogue River Municipal Code shall be amended to read as follows:

13.30.020 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

A. “Developed property” means a parcel of real property, or portion thereof, on which improvements have been constructed. Improvements include, but are not limited to, buildings, structures, parking lots, and outside storage.

B. “Nonresidential unit” means a developed property which is primarily not for personal domestic accommodation, including but not limited to business or commercial enterprise. A nonresidential structure which provides facilities for one or more businesses or tenants, including, but not limited to, permanent provisions for access to the public, shall have each distinct unit or tenancy considered as a separate nonresidential unit. A business that leases storage space does not create separate units for each storage space so long as the lease does not provide for general

public access to the storage space from which the lessee runs a business. An entire motel, or hotel is considered one “nonresidential unit”, so long as no room is rented for more than 28 days consecutively. Each independent dwelling unit or RV Park space may be considered an independent “nonresidential unit” if they are rented for terms less than 28 days, in that they are used for commercial transient, or short term, rental purposes.

C. “Person” means a natural person, unincorporated association, tenancy in common, partnership, corporation, limited liability company, cooperative, trust, governmental agency (including the state of Oregon but excluding the city of Rogue River), or other entity in law or in fact.

D. “Residential unit” means a developed property primarily used for personal domestic accommodation which provides complete individual living facilities for one or more persons including but not limited to permanent provisions for living, sleeping, and sanitation. A home business within a residential unit is not a separate nonresidential unit. An accessory dwelling unit on a parcel is a separate residential unit. Each individual dwelling unit or space within a multifamily residential property, condominium, or mobile home park is a separate residential unit. A business that provides long-term assisted living care, including but not limited to a long-term care facility, but that does not provide full individualized living facilities for each dwelling unit, is a single nonresidential unit, not separate residential units. Transient lodging is not a residential unit. Any motel or hotel room rented for more than 28 consecutive days is considered a “residential unit”. Each independent dwelling unit or RV Park space may be considered an independent “residential unit” if they are rented for more than 28 days.

E. “Responsible party” means the person owing the public safety fee. Unless another responsible party has agreed in writing to pay the public safety fee, and a copy of that writing is filed with the city, the person(s) paying the city’s utility charges is the responsible party. If there is no service to or billing for the developed property, or if service or billing has been discontinued, the responsible party is the person(s) having the right to occupy the property.

F. “Transient lodging” means: a hotel, motel or inn dwelling unit that is used for temporary overnight human occupancy; a space used for parking a recreational vehicle or erecting a tent during temporary periods of human occupancy; or other dwelling units, or portions of dwelling units that are used for temporary human occupancy. For the purposes of this chapter, “temporary” means less than ~~30~~28 consecutive days.

SECTION 2.

Section 13.30.060 of the Rogue River Municipal Code shall be amended to read as follows:

13.30.060 Billing and collection of the public safety fee.

A. The public safety fee shall be billed and collected monthly from the responsible party. Statements for the fee shall be included as an additional item on monthly utility or billings whenever feasible.

B. The imposition of fees shall be calculated on the basis of the number of residential or nonresidential units supported, without regard to the number of water meters serving that property.

C. A presumption shall exist that a property is a developed property under this chapter when a property receives water service, receives sewer service, is under lease, is issued a building permit, or receives an occupancy permit. Thereafter, to avoid the public service fee, the responsible person for the property shall have the burden to show that the property is not a developed property.

D. Fees are due by the ~~fifteenth~~ twentieth day of the month in which the bills are received, and will be deemed delinquent if not paid on the last working day of the month in which the fees are due.

E. Monies received from responsible parties will first be credited toward the public safety fee, and then to other outstanding city charges.

F. The city council may provide for penalties for delinquency of payments to ensure prompt payment of public safety fee billings.

SECTION 3. Section 3.05.010 of the Rogue River Municipal Code shall be amended to read as follows:

3.05.010 Definitions.

For purposes of this chapter, the following mean:

“Accrual accounting” means a system of accounting in which the operator enters the rent due from a transient into the record when the rent is earned, whether or not it is paid.

“Cash accounting” means a system of accounting in which the operator does not enter the rent due from a transient into the record until the rent is paid.

“Hotel/motel” means a part of a structure that is occupied or designed for occupancy by transients for lodging or sleeping, including a hotel, inn, tourist home or house, motel, studio hotel, ~~bachelor hotel,~~ lodging house, rooming house, apartment house, dormitory, public or private club, mobile home or house trailer at a fixed location, or other similar structure.

“Occupancy” means use or possession of, or the right to use or possess, a room in a hotel for lodging or sleeping.

“Operator” means a person who is the proprietor of a hotel in any capacity. When an operator’s functions are performed through a managing agent of a type other than an employee, the

managing agent shall also be considered an operator. For purposes of this chapter, compliance by either the operator or the managing agent shall be considered compliance by both.

“Person” means an individual, firm, partnership, joint venture, association, social club, fraternal organization, fraternity, sorority, public or private dormitory, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or another group or combination acting as a unit.

“Rent” means the gross rent, exclusive of other services.

“Tax” means either the tax payable by the transient or the aggregate amount of taxes due from an operator during the period for which the operator is required to report collections.

“Tax administrator” means the city recorder.

“Transient” means an individual who occupies or is entitled to occupy space in any dwelling unit or any space used for temporary human occupancy for a fee. ~~hotel for a period of 30 consecutive days or less, counting portions of days as full days. A person occupying space in a hotel shall be considered a transient until a period of 30 days has expired unless there is an agreement in writing between the operator and the occupant providing for a longer period of occupancy or the tenant actually extends occupancy more than 30 consecutive days. A person who pays for lodging on a monthly basis, regardless of the number of days in the month, shall not be considered a transient.~~

“Transient lodging” means: a hotel, motel or inn dwelling unit that is used for temporary overnight human occupancy; a space used for parking a recreational vehicle or erecting a tent during temporary periods of human occupancy; or other dwelling units, or portions of dwelling units that are used for temporary human occupancy. For the purposes of this chapter, “temporary” means less than 28 consecutive days.

SECTION 4. Section 03.05.020 of the Rogue River Municipal Code shall be amended to read as follows:

3.05.020 Tax imposed.

A transient shall pay a tax in the amount in person to be set by resolution of the rent charged for the privilege of occupancy in a hotel in the city. The tax constitutes a debt owed by the transient to the city, and the debt is extinguished only when the tax is remitted by the operator to the city. The transient shall pay the tax to the operator at the time rent is paid. The operator shall enter the tax into the record when rent is collected if the operator keeps records on the cash accounting basis and when earned if the operator keeps records on the accrual accounting basis. If the rent is paid in installments, a proportionate share of the tax shall be paid by the transient to the operator with each installment. In all cases, rent paid or charged for occupancy shall exclude the sale of goods, services or commodities.

Transient room tax shall not be imposed on any unit or space rented for more than 28 consecutive days.

SECTION 5. Section 3.05.050 of the Rogue River Municipal Code shall be amended to read as follows:

3.05.050 Exemptions.

The tax shall not be imposed on:

A. An occupant staying for more than ~~30~~ 28 consecutive days.

~~BB. An occupant whose rent is less than \$10.00 per day.~~

~~C. A person who rents a private home, vacation cabin or similar facility from an owner who personally rents the facility incidentally to the owner's personal use.~~

D. A government employee traveling on government business.

SECTION 6. Section 3.05.060 of the Rogue River Municipal Code shall be amended to read as follows:

3.05.060 Operator's registration form.

A. An operator of a ~~hotel~~ transient lodging establishment shall register with the tax administrator, on a form provided by the administrator, within 15 days after beginning business or within 30 calendar days after passage of the ordinance codified in this chapter.

B. The registration shall include:

1. The name under which the operator transacts or intends to transact business.
2. The location of the ~~hotel~~ transient lodging establishment.
3. Any other information the tax administrator may require to facilitate collection of the tax.
4. The signature of the operator.

C. Failure to register does not relieve the operator from collecting the tax or a person from paying the tax.

SECTION 7. 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 8. Emergency Clause

Whereas, the City of Rogue River, Oregon, finds time being of the essence, to ensure continued financial support of the city’s public safety services, 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.

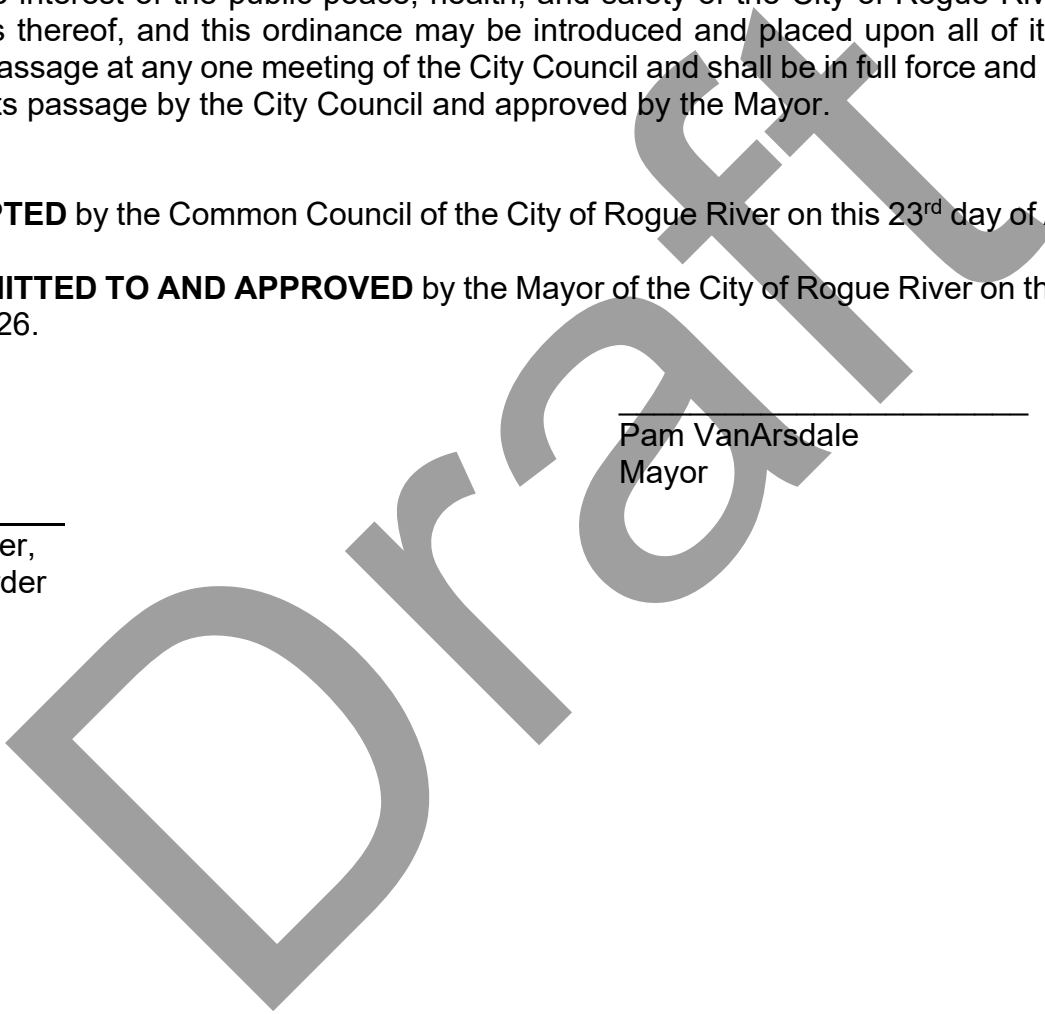
ADOPTED by the Common Council of the City of Rogue River on this 23rd day of April 2026.

SUBMITTED TO AND APPROVED by the Mayor of the City of Rogue River on this 23rd day of April 2026.

ATTEST:

Pam VanArsdale
Mayor

Diane Oliver,
City Recorder



ORDINANCE NO. 26-447-O

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO SPECTRUM PACIFIC WEST, LLC AN INDIRECT SUBSIDIARY OF CHARTER COMMUNICATIONS, TO OPERATE AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM WITHIN THE CITY LIMITS OF THE CITY OF ROGUE RIVER, OREGON AND REPEALING ORDINANCE 16-398-O.

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

WHEREAS, this Franchise Agreement (“Franchise”) is between the City of Rogue River, Oregon hereinafter referred to as the “Grantor” and Spectrum Pacific West, LLC, an indirect subsidiary of Charter Communications, Inc., hereinafter referred to as the “Grantee.”

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

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

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

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

SECTION 1
Definition of Terms

1.1 Terms. This Franchise shall be interpreted consistent with, and in accordance with, the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”). Any terms, phrases, words and their derivations not defined in the Franchise shall have the meaning ascribed to them in the Cable Act. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Council” shall mean the governing body of the Grantor.

- C. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system, and which is capable of delivering a television channel.
- D. “Equipment” shall mean any wires, cable, antennae, underground conduits, manholes, poles, and other conductors, fixtures, and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- E. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- F. “Franchise” shall mean this agreement and all rights granted herein and by the Cable Act.
- G. “Franchise Area” shall mean the geographic boundaries of the Grantor and shall include any additions thereto by annexation or other legal means.
- H. “Gross Revenue,” unless expressly modified by Federal law, means any revenue, as determined in accordance with Generally Accepted Accounting Principles (“GAAP”), received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any amounts included on Subscriber bills for taxes, fees or assessments imposed on Grantee or Subscribers by any governmental agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) any amounts not actually received, such as, unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable law.
- I. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- J. “Service Area” shall mean the area served by Grantee pursuant to this Franchise.
- K. “Standard Installation” shall mean aerial installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing Cable System.
- L. “State” shall mean the State of Oregon.
- M. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and public ways and extensions and additions thereto, including but not limited to utility easements, dedicated utility strips, or rights-of-way or other locations dedicated for compatible uses.
- N. “Subscriber” shall mean any Person who is billed for and authorized to receive Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, the Cable System and all Equipment. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 14.12. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire not to exercise this automatic extension at least three (3) years before the expiration of the initial term of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Reservation of Police Powers. This Franchise is granted without waiver of the Grantor's right to adopt generally applicable local ordinances necessary to the health, safety and welfare of the general public consistent with Grantor's general police power.

SECTION 3
Franchise Renewal

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

SECTION 4
Indemnification and Insurance

4.1 Indemnification.

(A) Grantee shall indemnify, defend, and hold the Grantor, its officers, officials, or employees (hereinafter "Indemnatee") harmless from any third-party action or claim for injury, damage, loss, liability, cost or expense (hereinafter "Liabilities") to the extent resulting from Grantee's negligent construction, maintenance or operation of Grantee's Cable System in the Franchise Area, except that, without limitation, Grantee, its officers, directors, or employees shall not be liable under this Section for and to the extent that such Liabilities result from the acts or omissions of Indemnatee.

(B) If an indemnifiable claim or action arises under this Section, the Indemnatee shall promptly tender complete control of the defense of the claim or action to Grantee in writing so that Grantee has sufficient time to retain counsel and prepare a timely response. Upon receipt of an

indemnifiable claim from the Indemnitee, Grantee shall assume defense of the claim or action and be responsible for associated attorneys' fees, expenses, and costs.

(C) If the Indemnitee's interests cannot adequately be represented by Grantee or its counsel due to a potential conflict of interest, the Indemnitee shall obtain their own legal counsel. In such case, Grantee shall be relieved of any further obligation to defend the Indemnitee and shall not have an obligation to pay for any settlement of the action or claim unless Grantee has approved of the settlement in writing.

4.2 **Insurance.**

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

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence Combined Single Limit
Umbrella Liability	\$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5 **Non-Discrimination**

5.1 **Non-Discrimination.** Grantee shall not deny Cable Service or access thereto, to Subscribers or potential Subscribers on the basis of race, color, religion, national origin, age or sex.

SECTION 6 **Service Availability**

6.1 **Line Extension.** Grantee may extend the Cable System into any portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to requisite facilities and property on reasonable terms and conditions, including, without limitation, access to any Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require that any developer or property owner give Grantee at least thirty (30) days prior written notice of construction or development and of the particular dates on which open trenching therein will be available for Grantee's installation of Equipment. shall allow Grantee access for such purposes.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Obligations under this franchise shall be applicable to the annexed area sixty (60) days after receipt of written notice from the Grantor. Such notice shall identify all new street address assignments or changes within the Franchise Area. The franchise fee payment period shall begin within ninety (90) days of Grantor's receipt of the annexation notice. If the annexation notice does not include the addresses that will be moved into the Franchise Area, the franchise fee payment period shall commence within ninety (90) days of Grantor's receipt of the annexed addresses as set forth above. All notices due under this section shall be sent in accordance with Section 15.7 below. In any audit of or claim for franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Construction Standards and Requirements. The Grantee shall be responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, and reliable manner. Grantee's construction practices and installation of Equipment shall be done in accordance with applicable sections of the National Electric Safety Code. Neither Grantor nor Grantee shall permit any third party to tamper with, relocate, or otherwise interfere with the Grantee's Equipment without the Grantee's approval and supervision; provided, however, that the Grantee shall make reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the Streets.

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

SECTION 8

Street Occupancy

8.1 General. Grantor shall not prohibit or interfere with Grantee's use of existing poles, conduits and other facilities. Grantee may construct or install new, different, or additional poles, conduits, or other facilities on public property where Grantee is unable to access existing poles, conduits, or other facilities on reasonable and nondiscriminatory terms and conditions. Grantor shall cooperate with Grantee's efforts to exercise its rights hereunder to occupy the Streets.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing communications and electric facilities are both underground at the time of system construction. In areas where either communications or electric utility lines are installed aerially at the time of system construction, the Grantee may install its

lines aerially. At such time as such existing aerial lines are required to be placed underground by the Grantor, the Grantee shall likewise place its aerial lines underground. In the event that funds are available to or from Grantor or any agency thereof to directly or indirectly reimburse any utility for the placement of facilities underground or the movement of facilities, Grantee shall be reimbursed to the same extent as other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain legally required permits before commencing any new construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are fully-disclosed, non-discriminatory, competitively neutral, and uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of Grantor and users of the Streets and shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Streets. Grantee shall, at its own expense, restore any damage or disturbance caused to the Streets as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Street immediately prior to such damage or disturbance except to the extent arising from the acts or omissions of the Grantor or a third party, other than a third-party contractor or subcontractor of Grantee.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense to protect its Equipment.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than fifteen (15) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. To the extent provided by applicable law, and provided Grantor requires all other public utilities operating in the Streets to bear their own costs, Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall

be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

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

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number or a phone service operated to receive complaints and requests for repairs or billing inquiries.

9.2 Notification Procedures. The Grantee shall comply with federal and state laws regarding notifications to subscribers and Grantor regarding provision of Cable Service in the Service Area.

SECTION 10 **Franchise Fee**

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses. The percentage franchise fee and the method of calculation shall be equivalent when compared to the percentage franchise fee and/or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a less burdensome franchise fee and/or method of calculation than this Franchise, Grantee’s obligation to pay a franchise fee under this Section 10.1 shall be reduced to the same percentage and/or method of calculation from the effective date of such other cable franchise or authorization.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

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

10.4 Limitation on Franchisee Fee Actions. The period of limitation for commencement of any action to recover any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. No auditor engaged by either Party shall be compensated on a success-based formula (e.g., payment based on a percentage of recovery, if any).

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. This Franchise is transferable provided that the successor-in-interest agrees to be bound by the terms of the Franchise to the same extent as the Grantee.

SECTION 12
Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to review during normal business hours and on a non-disruptive basis Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records in any reasonable format. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than one (1) year, provided that it shall maintain records reasonably necessary to verify Grantee's compliance with the payment of franchise fees pursuant to Section 10 for a period of three (3) years, as provided therein. The Grantee shall not be required to provide any information which identifies a Subscriber or any information which violates Section 631 of the Cable Act or applicable law. Disclosure of confidential or proprietary information shall be subject to the execution of a nondisclosure agreement by Grantor and/or its agents before reviewing any books, records, non-public technical specifications or maps that constitute proprietary or confidential information of the Grantee. If the Grantor believes it must disclose or release any such confidential books, records, maps, or information in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13
Enforcement or Revocation

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

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

13.3 Public Hearing. If the Grantee fails to respond to the Breach Notice received from the Grantor, or if the breach is not remedied within the cure period set forth above, the Council shall

schedule a public hearing if it intends to continue its investigation into the breach. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall also be published in accordance with subsection 14.8 hereof. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be based on the evidence from the hearing, made in writing, duly approved by the Council, and shall be delivered to the Grantee. The Grantee may dispute such determination in an appropriate court, and the parties agree that the court may review the determination *de novo*. The Grantee may continue to operate the Cable System until all legal procedures have concluded.

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

- A. Seek specific performance of any such provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a pattern of substantial breaches by the Grantee of material provisions of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of substantial breaches by the Grantee with material provisions of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged breach. If the Grantor has not received a response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 13.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.

SECTION 14
Miscellaneous Provisions

14.1 Reservation of Rights. Each party reserves and does not waive its rights under applicable law. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

14.2 Force Majeure. The Grantee shall not be found in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance, where such noncompliance occurred or was caused by circumstances reasonably beyond Grantee's control. This provision includes, but is not limited to, severe or unusual weather conditions, earthquakes, fires, floods, or other acts of God, pandemics, epidemics, disease, public health emergency, national emergency, state or local emergency, acts of government, war, civil disorder, sabotage, vandalism, insurrection, strikes, work delays caused by failure of utility providers to service, maintain or monitor their infrastructure to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform necessary work.

14.3 Minor Breach. The parties hereby agree that it is not the Grantor's intention to subject the Grantee to the enforcement or revocation provisions of the Franchise for breaches of the Franchise where the breach was unintentional or resulted in no or minimal negative impact within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

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

14.5 Competitive Equity If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the Streets, the Grantee may submit a written notice to Grantor identifying modifications to the Franchise necessary to ensure that the obligations applicable to the Grantee are no more burdensome than those imposed on the new competing provider. The Grantor shall, except as otherwise provided for in this Franchise, within thirty (30) days of the written notice from the Grantee, modify this Franchise accordingly. If the Grantor fails to make modifications consistent with this requirement, the Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

14.6 Change in Law. Should there be changes in federal or state law or regulations governing Cable Service that have the effect of nullifying a specific term and condition of this Franchise or mandating different requirements with respect to a specific term and condition of this Franchise, the Grantor and the Grantee shall comply with such changes and may, but need not, execute an appropriate amendment to this Franchise to address such changes. Should there be changes in federal or state law or regulations governing Cable Service that have the effect of permitting amendments to this Franchise, the Grantor and the Grantee shall meet at either's request and shall negotiate such amendments in good faith. Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

14.7 Notices. Unless otherwise provided by applicable law, notices to the Grantor or Grantee pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. In the event electronic delivery fails, Grantor shall use one of the alternate methods of delivery provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Ryan Nolan
City Administrator
City of Rogue River
133 Broadway St
PO Box 1137
Rogue River, OR 97537
Email: rmlan@cityofrogueriver.org

Grantee: Chris Madden
Director of State Government Affairs
Charter Communications
222 NE Park Plaza Dr., Suite 231
Vancouver, WA 98684
Email: chris.madden@charter.com

Copy to: Charter Communications
Attn: Vice President, Local Government
Affairs & Franchising
601 Massachusetts Ave. NW, Suite 400W
Washington, DC 20001

14.8 Public Notice. Grantor shall provide written notice to Grantee twenty (20) days prior to any public meeting relating to this Franchise or to consider any authorization or exemption granted to any other Person(s) to provide cable service or video service using facilities located wholly or partly in the Streets. Minimum public notice of any public meeting relating to the foregoing shall be in accordance with applicable law.

14.9 Grantee Notice. Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for an authorization or exemption to provide cable service or video service using facilities located wholly or partly in the Streets.

14.10 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is lawfully held to be invalid, unenforceable, modified, preempted or unconstitutional, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.11 Scope of Agreement. This Franchise constitutes the entire agreement between Grantee and the Grantor, and it supersedes all prior or contemporaneous agreements, franchises, correspondence, representations, resolutions, ordinances or understandings (whether written or oral) of the parties regarding the subject matter hereof. Grantor shall make no other requirement of Grantee except as provided herein.

14.12 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Except as otherwise provided herein, any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Nothing in this Franchise, including the enforcement provisions set forth in Section 13, shall prevent Grantee from filing at any time a legal action in any court or tribunal having appropriate and competent jurisdiction seeking a declaration or enforcement of Grantee's rights or obligations under the Franchise. The Grantor agrees not to unreasonably block, restrict, or limit the construction and installation of the Cable System, and shall cooperate with the Grantee in granting any permits required.

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

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

GRANTOR:

ADOPTED by the Common Council of the City of Rogue River on this 23rd day of April 2026.

SUBMITTED TO AND APPROVED by the Mayor (Mayor Pro Tem) of the City of Rogue River on this 23rd day of April 2026.

ATTEST:

Barb Hilty
Mayor Pro Tem

Diane Oliver,
City Recorder

GRANTEE:

Accepted this ___ day of _____, 20____, subject to applicable law.

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

Signature: _____

Name/Title: _____

RESOLUTION NO. 26-1469-R

A RESOLUTION ADOPTING A RULES OF PROCEDURE FOR ALL CITY COMMISSIONS, COMMITTEES, COUNCIL LIAISONS, AND OFFICIAL CITY REPRESENTATIVES FOR THE CITY OF ROGUE RIVER, OREGON, AND RESCINDING RESOLUTION 26-1468-R.

WHEREAS, Commissions and committees play an important role in city governance by assisting the City in addressing specific issues in detail, lending professional expertise, facilitating community decision-making and serving as a conduit between citizens, City staff and the City, and;

WHEREAS, the City Council has determined that a need exists to establish Rules of Procedure to clarify requirements of all City committees, commissions, liaisons, and official City representatives, and;

WHEREAS, the City Council has determined that changing the Rogue River Community Center Representative Position to a Rogue River Community Center Liaison position creates a more appropriate role for a City Councilor.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ROGUE RIVER, OREGON, that the Rules of Procedure for all City Commissions, Committees, Council Liaisons, Official City and Representatives for the City of Rogue River be adopted as follows:

RULES OF PROCEDURE FOR CITY COMMISSIONS, COMMITTEES, COUNCIL LIAISONS, AND OFFICIAL CITY REPRESENTATIVES

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ARTICLE 1 - GENERAL COMMITTEE AND COMMISSION PROCEDURES

The following procedures apply to all committees and commissions:

A. Robert's Rules of Order Revised shall be used as a guide in the conduct of Committee and Commission meetings. These rules of order may be relaxed at the discretion of the presiding officer to simplify and clarify matters before the body. Robert's Rules of Order Revised for small boards applies to any group with fewer than 12 members.

B. All committees shall keep minutes and/or shall record the proceedings of their meetings. A report shall be presented to the City Council during the committee report section of the Council agenda by the appointed Council Liaison or Representative. The committee chair or their designate shall be responsible for providing a written record to the City Recorder within one week of the meeting. The record should contain the following, at a minimum:

1. Date, time, location and name of group meeting;
2. The name of those present;
3. Any motions made and seconded;
4. Results of votes (who made the motion and the vote total);
5. Issues that need to be forwarded to the City Council;
6. The date, time and location of the next meeting;
7. The substance of any discussion on any matter; and
8. Subject to ORS 192.410 through 192.505, relating to public records, a reference to any document discussed at the meeting.
9. Residency shall be determined using voter registration records of Jackson County.

C. Unless otherwise indicated in the City Charter or Municipal Code, the following applies to all committees and commissions:

1. The members of a committee or commission shall not at any time receive compensation for their service.
2. The term of office for a committee member shall be for two year terms. Terms shall begin in January of odd numbered years and end in December of even numbered years, unless otherwise required to fill a vacancy.
3. The Council Liaison or City Representative shall serve for a two-year term as appointed by the Mayor each January of odd numbered years. The Council Liaison will be a non-voting member.
4. Should any member resign or be removed from office as provided in this chapter, a replacement member shall be appointed by the Mayor and confirmed by a vote of the Council, to fill the unexpired term of the replaced or

resigned member.

5. A quorum for the conduct of business shall consist of a simple majority of the voting members, unless otherwise indicated.

6. At the first meeting of each year, each Committee and Commission shall select from among its members a Chairperson, Vice-Chairperson and a Secretary who shall serve at the pleasure of the Committee. The Council Liaison shall not hold any office of this committee or commission. City Representatives shall hold board membership as appointed, and may hold such office on the board as so elected.

7. A committee or commission that has been inactive for a period of time may need to reappoint members upon their reactivation. At such time, the terms may be staggered at the discretion of the Mayor to ensure that not all members' terms expire at the same time.

8. The City Administrator may recommend to the Mayor the reactivation of a committee or commission.

9. A member of any committee, commission, liaison role, or City Representative may be removed by the mayor, with consent of the city council, for the following reasons:

- a. Neglect of obligation.
- b. Misconduct in office.
- c. Incompetence.
- d. Dereliction of duty.
- e. Nonattendance at three public hearings, meetings, and/or study sessions (workshops).
- f. Other good causes determined by the mayor and the city

council in their discretion to be in the best interests of the city of Rogue River.

D. All governing bodies of a public body are subject to Oregon's Public Meeting Laws.

1. Governing bodies include any committee or commission which has authority to make decisions for or recommendations to the City Council. All such committees or commissions shall hold all meetings in compliance with all requirements of Oregon's Public Meeting Laws.

2. Committees and commissions which are not considered governing bodies would include; those tasked with collecting information only, those which serve as an advisory committee to staff, those which make no final decision for the City, and those which make no formal recommendation to the City Council. Committees and commissions which are not considered governing bodies would not be require to hold meetings in compliance with all Oregon Public Meeting Laws.

E. All committees, commissions, liaisons, and representatives of the City are subject to Oregon's Government Ethics Laws.

ARTICLE 2 – CITY COMMISSIONS

SECTION 1.0 Planning Commission (Planning Commission Rules found in the Rogue River Municipal Code Chapter 2.15)

Purpose

The Planning Commission was established by the City Council to act as a quasi-judicial body to review land use decisions within the City. The commission is authorized by Oregon State Statute and shall adhere to all Oregon Land Use Law and shall conduct all reviews and recommendations in adherence to the City of Rogue River's adopted comprehensive land use plan and implementing ordinances.

SECTION 1.1 Membership

A. Appointment of Members. The Planning Commission shall consist of five members who are not officials or employees of the city. The mayor, with the approval of the City Council, shall appoint members to the Planning Commission. All members of the Planning Commission shall reside within the city limits of Rogue River.

B. Appointment of Alternate Members. The mayor, with approval of the City Council, may appoint two alternate members to the Planning Commission. In the event a regular member of the Planning Commission is absent, an alternate member shall become a voting member while the regular member is absent.

C. Membership. No more than two regular or alternate members of the Planning Commission shall be engaged principally in or be a member of any partnership, nor be a principal or officer of any corporation whose principal operation is buying, selling or developing real estate. No more than two voting members shall be engaged in the same occupation, trade, business or profession.

SECTION 1.2 Terms of Office

Planning Commission members shall serve a term of four years from the first calendar day of the year of appointment. The initial appointment of some members shall be for other specified terms in order to establish an equal expiration of terms every two years. Their successors shall hold office for four years. The City Recorder shall be responsible for maintaining a current roster of Planning Commission members and terms of office.

SECTION 1.3 Meetings

The Planning Commission shall meet at least once a month. Meetings of the Planning Commission shall be open to the public. Notice of each meeting shall be mailed or faxed to newspapers of local circulation, and posted in at least two conspicuous locations in the city. To the extent possible, notice shall be provided to interested parties.

A majority of the members of the Planning Commission shall constitute a quorum. The Planning Commission cannot meet or conduct business if a quorum of members is not present. Meetings other than at regularly scheduled times may be:

- A. Announced at the prior meeting;
- B. Set by the chair; or
- C. Set at the request of at least three members of the Planning Commission.

SECTION 1.4 Duties

The Planning Commission shall have the powers and duties which are now or may

hereafter be assigned to it by city Charter, ordinance or resolution of the city and general laws of this state. The Planning Commission has been granted authority by the City Council to make decisions on specific land use applications within the City of Rogue River. The duties of the Planning Commission shall include the following:

A. To review, hear at public hearing, and recommend to City Council the following matters:

1. Amendments to the text of the comprehensive plan.
2. Amendments to the general land use map of the comprehensive plan.
3. Amendments to the urban growth boundary.
4. Amendments to the text of RRMC Title 17.
5. Amendments to the future and/or existing zoning maps.
6. Subdivision, planned unit development and conversion plan applications.
7. Final plats on all subdivisions.
8. Annexations.

B. The Planning Commission may recommend to the City Council any planning concepts or proposed measures, in conformance with the comprehensive plan, designed to enhance the future growth, development and beautification of the municipality in order to secure to the city and its inhabitants proper sanitation, service from public utilities (sewer, water, street); and such regulations as may be advisable for promotion of the health, safety and welfare of the citizens of the city.

C. The Planning Commission shall review and make decisions on the following land use applications:

1. Appeals of staff decisions.
2. Administrative permits.
3. Nonconforming uses.
4. Variances.
5. Conditional use permits.
6. Site plan reviews.

The Planning Commission is a governing body of the City of Rogue River and shall hold all meetings in full compliance with all Oregon Public Meeting Laws.

ARTICLE 3 – CITY COMMITTEES

SECTION 1.0 Budget Committee

Purpose

The budget committee serves as the City's fiscal planning advisory committee. Each City is required to establish a budget committee in accordance with Oregon Revised Statute 294.414.

SECTION 1.1 Membership

The Budget Committee by law is composed of the governing body and an equal number of electors appointed by the governing body. An elector is a qualified voter who, for example, has the right to vote for a ballot measure submitted by the local

government. If, after a good faith attempt, the governing body cannot find a sufficient number of registered voters who are willing to serve, the budget committee becomes those who are willing plus the governing body. If no willing electors can be found, the governing body is the budget committee. The appointive members of the budget committee cannot be officers, agents or employees of the local government. An agent, generally, is someone who is authorized to act for the local government, or who can make commitments or sign contracts in the name of the local government. This is sometimes a grey area if an appointee candidate already serves on other advisory committees or commissions of a local government. If you are in doubt about whether a particular person is an agent, consult your legal counsel.

Spouses of officers, agents or employees of the local government may serve on the budget committee if they are qualified electors and not themselves officers, agents, or employees.

SECTION 1.2 Terms of Office

Appointive members of the budget committee are appointed for three-year terms. The terms must be staggered so that about one-third of the terms end each year.

Appointed budget committee members may be reappointed for additional terms, at the discretion of the governing body.

If an appointive member of the budget committee is unable to complete the term, or resigns before the term is over, the governing body must appoint another elector to serve out the unexpired portion of the term. There is no provision in budget law for “stand-by” or “alternate” appointed members.

All members of the budget committee have equal authority. Each member’s vote counts the same. Any member can be elected by the committee as its chair.

SECTION 1.3 Meetings

The budget committee must have a quorum present to hold a meeting. A quorum is a majority of the total membership of the committee. For example, if the budget committee has ten members, six must be present to hold a meeting.

The budget committee elects a presiding officer from among the members at the first meeting. The budget committee also hears the budget message at its first meeting. One of the committee’s most important duties is to hear and consider any testimony presented by the public about the budget.

The budget committee reviews and, if a majority of the committee feels it is necessary, revises the proposed budget submitted by the budget officer. The committee generally studies the budget by comparing the two previous years’ actual data, the current budgeted data, and the figures proposed by the budget officer. The budget committee may reduce or increase the estimates of resources and requirements proposed by the budget officer. Among the most common items discussed are the questions of taxation (how much?) and allocating revenues and expenditures (where will the spending occur?). If the amount of tax revenue needed to balance the budget exceeds the local government’s existing taxing authority, the committee may decide that the additional amount needed should be requested from the voters in the form of a local option tax. If the committee decides to stay within its existing taxing authority, and other resources cannot be found, then the committee must reduce budgeted requirements to

balance the budget. The committee must ultimately balance each fund and approve the budget. Committee members may not discuss or deliberate on the budget outside of a public meeting.

The committee may ask questions of the executive officer or other staff, and request additional information. The committee is entitled to receive any information it needs to make decisions about the budget.

Any budget committee action requires the affirmative vote of a majority of the total budget committee membership. For example, if only six members of a 10-member committee are present, they have the quorum necessary to meet, but they all must vote in favor of any proposed action to achieve the required majority.

The budget committee may approve the budget at the first meeting. However, it could take several meetings to do so. When the budget officer prepares the budget calendar, several budget committee meetings can be scheduled. The public notice then can include the date, time and place of each of the meetings. If more meetings are needed than were scheduled, give notice of those meetings in the same manner as notice of meetings of the governing body or by one or more of the publication methods used for the initial budget committee meetings.

SECTION 1.4 Duties

The budget committee meets publicly to review the budget document as proposed by the budget officer. The committee receives the proposed budget and the budget message and holds at least one meeting in which the public may ask questions about and comment on the budget. Notice of the first meeting held for these purposes must be published in a specific way. The committee must eventually approve the budget and, if ad valorem property taxes are required, approve the amount of tax or the rate per \$1,000 of assessed value for each levy that will be certified to the assessor.

The budget committee may meet from time to time throughout the year at the governing body's discretion for purposes such as training. All of these meetings are open to the public and notice of the meeting must be given in the same manner as notice for meetings of the governing body, or through one of the local budget law publication methods. Take care not to discuss specifics of the ensuing year's budget at these informal meetings until the notice requirements for the first budget committee meeting have been satisfied.

The Budget Committee makes formal recommendations to the City Council and is therefore a Governing Body of the City of Rogue River and shall hold all meetings in full compliance with all Oregon Public Meeting Laws.

SECTION 2.0 Finance Committee

Purpose

The Finance Committee has been created by the City Council to provide financial oversight and to continue ongoing review of financial transactions to ensure appropriate fiduciary responsibility of the assets invested by the citizens of Rogue River.

SECTION 2.1 Membership

While the Mayor and City Administrator are approved as authorized signers on all bank accounts of the City, and authorized to enter into agreements and approve certain expenditures. The Finance Committee is made up of two City Councilors who also serve as approved signers on all bank accounts. Members shall be appointed by the Mayor and confirmed by a vote of the Council. The Mayor shall appoint one member as Chair of the committee.

SECTION 2.2 Terms of Office

The term of office for a committee member shall be for two year terms. Terms shall begin in January of odd numbered years and end in December of even numbered years, unless otherwise required to fill a vacancy.

SECTION 2.3 Meetings

Finance Committee members shall be ready and available upon notification from City staff to review and sign for all City expenditures near the 15th and 30th of each month.

SECTION 2.4 Duties

Following staff preparation of all invoices and statements Finance Committee members will be tasked with reviewing the paying of all bills by reviewing coded invoices and associated prepared payments. Finance Committee members should report any questions or concerns to the City Administrator. During the monthly Council meetings the Chair of the Finance Committee will give a report for the previous month's transactions.

The Finance Committee makes no final decision for the City and is not tasked with making formal recommendations to the City Council. This committee serves as an advisory committee to staff and is therefore not considered a Governing Body of the City of Rogue River and is not required to conduct meetings as a public body, or to comply with all Oregon Public Meeting Laws.

SECTION 3.0 Safety Committee

Purpose

City Administration created the Safety Committee to comply with Oregon Revised Statute and Worker Compensation Insurance requirements. The purpose of the committee is to bring workers and management together in a non-adversarial, cooperative effort to promote safety and health.

SECTION 3.1 Membership

Membership should be made up of employees with at least 4 members. The City must have an equal number of employer-selected members and employee elected or volunteer members. If both parties agree, the committee may have more employee-elected or volunteer members. Management can select a supervisor to represent them. Employees can also elect a supervisor to represent them. The safety committee members must:

- A. Have a majority agree on a chairperson.

- B. Be compensated at their regular rate of pay.
- C. Have training in the principles of accident and incident investigations for use in evaluating those events.
- D. Have training in hazard identification.
- E. Be provided with meeting minutes.
- F. Represent major activities of City business.

SECTION 3.2 Terms of Office

Members should serve a minimum of one year, when possible.

SECTION 3.3 Meetings

The safety committee must meet (on company time for employees) as follows:

- A. Quarterly in situations where employees do mostly office work.
- B. Monthly for all other situations (except the months when quarterly work site inspections are performed).

SECTION 3.4 Duties

The Safety Committee must keep written records of each safety committee meeting for three years that include:

- A. Names of attendees.
- B. Meeting date.
- C. All safety and health issues discussed, including tools, equipment, work environment, and work practice hazards.
- D. Recommendations for corrective action and a reasonable date by which management agrees to respond.
- E. Person responsible for follow up on any recommended corrective actions.
- F. All reports, evaluations, and recommendations made by the committee.

The safety committee must establish procedures for conducting workplace safety and health inspections. Persons trained in hazard identification must conduct facility inspections quarterly.

In addition to the above requirements, the safety committee must:

Work with management to establish, amend, or adopt accident investigation procedures that will identify and correct hazards;

Have a system that allows employees an opportunity to report hazards and safety and health related suggestions;

Establish procedures for reviewing inspection reports and for making recommendations to management;

Evaluate all accident and incident investigations and make recommendations for ways to prevent similar events from occurring;

Make safety committee meeting minutes available for all employees to review; and,

Evaluate management's accountability system for safety and health, and recommend improvements. Examples include use of incentives, discipline, and evaluating success in controlling safety and health hazards.

The Safety Committee is comprised of staff and not considered a Governing Body of the City of Rogue River. This Committee is not required to comply with Oregon Public Meeting Laws.

SECTION 4.0 Tree City Committee

Purpose

The City of Rogue River has been recognized as a Tree City USA by the National Arbor Day Foundation. To maintain status as a Tree City USA the City with assistance from the Tree City Committee participates in planned tree maintenance, tree plantings, and tree education.

SECTION 4.1 Membership

Membership shall be comprised of five members, appointed by the Mayor and approved by Council. While preference should be given to City residence, experts or volunteers with unique experience residing in the greater area shall be eligible to serve.

SECTION 4.2 Terms of Office

Members shall serve a term of four years. The initial appointment of some members shall be for other specified terms in order to establish staggered expiration of terms every two years. Their successors shall hold office for four years.

SECTION 4.3 Meetings

Meetings to be held as needed.

SECTION 4.4 Duties

Committee members should be available for consultation and advice in the planting and care of trees on City property. This committee shall assist City staff in completing annual Tree City USA reporting requirements. This Committee serves as an advisory committee to the Public Works Director and other staff assigned to the Tree City USA reporting program. This Committee shall have no authority to award contracts, employ contractors, dispose of City assets, nor accept new assets on behalf of the City.

This committee is an advisory committee to staff. As a committee advising staff this committee is not considered a Governing Body of the City of Rogue River and is not required to comply with Oregon Public Meeting Laws.

SECTION 5.0 Contract Review Board

(Contract Review Board Rules found in the Rogue River Municipal Code Chapter 3.10)

Purpose

The Contract Review Board is created to carry out the provisions of proper procurement and contracting policies of the State of Oregon and the City of Rogue River. The City has created this local board pursuant to ORS 279A.065(6), as the City has adopted their own Rules of Procurement in Chapter 3.10 of the RRMC.

SECTION 5.1 Membership

The City Council shall serve as the Local Contract Review Board.

SECTION 5.2 Terms of Office

Terms of office shall be guided by the approved terms for City Councilors and Mayor.

SECTION 5.3 Meetings

Meetings of the Local Contract Review Board shall occur as necessary to comply with local and state procurement and contracting regulations. The Mayor and City Administrator shall schedule all meetings in accordance with Oregon Public Meeting Laws as well as Procurement and Contracting Rules and Laws.

SECTION 5.4 - Duties

The Local Contract Review Board has all the rights, powers, and authority necessary to carry out the provisions the Chapter 3.10 of the RRMC in completing purchases and awarding contracts within the rules of the City of Rogue River and the State of Oregon.

SECTION 6.0 Local Board of Appeals (Building Code Rules and Appeal Requirements found in the Rogue River Municipal Code Chapter 15.05 through 15.50)

Purpose

In accordance with Oregon Administrative Rules (OAR 918-020-0230, 0250, 0260) any City that facilitates building permits and has a designated Building Official must adopt an appeal process to accommodate any appeal of a discretionary decision of the Building Official.

SECTION 6.1 Membership

The Planning Commission, with the addition of the Jackson County Building Official serving as an additional voting member, and the City Building Official serving as a non-voting ex officio expert member shall serve as the local board of appeals for any appeal of a building permit.

SECTION 6.2 Terms of Office

Terms of office shall be guided by the approved terms for Planning Commission members.

SECTION 6.3 Meetings

Meetings shall occur as needed pending appeal of any Building Official discretionary decision. The Building Official and City Administrator shall schedule any required meeting in conformance with requirements found in Chapter 15.30 of the RRMC.

SECTION 6.4 Duties

The local board of appeals shall hear and decide appeals of orders, non-discretionary decisions, or determinations made by the Building Official relative to the application, enforcement, and interpretation of provisions of the City Building Code which are not governed by the State Building Code, and to review appeals of technical and scientific determinations regarding any provision of the specialty codes regulated by the City.

SECTION 7.0 Ad Hoc Committees

Purpose

The City Council may appoint Ad Hoc Committees as approved by a majority vote of the Council. Any such vote should incorporate the purpose of the committee.

SECTION 7.1 Membership

The City Council shall clarify membership requirements and appointments to any ad hoc committee by a majority vote of the Council.

SECTION 7.2 Terms of Office

The City Council shall approve terms of office for any ad hoc committee by a majority vote of the Council.

SECTION 7.3 Meetings

The City Council shall provide guidance to any ad hoc committee upon formation related to the expectations of ad hoc committee meetings.

SECTION 7.4 Duties

The City Council shall provide guidance related to expected duties of an ad hoc committee upon formation. Upon formation the City Council should clarify if any ad hoc committee is tasked with making decisions for the City or with providing recommendations to the Council.

If the committee is tasked with making decisions or making formal recommendations then it shall be subject to Oregon's Public Meeting Laws. If the ad hoc committee is tasked only with the collection of information or to serve as an advisory committee to staff (when staff have authority to make final decisions) the ad hoc committee will not be considered a public body and will not be required to comply with all Oregon Public Meeting Laws.

ARTICLE 4 - CITY COUNCIL LIAISONS

SECTION 1.0 – Planning Commission Liaison

Purpose

The Planning Commission Liaison serves as a conduit informing the Planning Commission of activities taking place at the Council level, and most importantly informing the City Council about the happenings at Planning Commission meetings.

SECTION 1.2 Membership

The Planning Commission Liaison shall be a sitting City Council member.

SECTION 1.3 Terms of Office

The term of office for the Planning Commission Liaison shall be for two year terms. Terms shall begin in January of odd numbered years and end in December of even numbered years, unless otherwise required to fill a vacancy.

SECTION 1.4 Meetings

The Planning Commission Liaison shall generally attend all City Council and Planning Commission meetings. With guidance from the City Administrator the Liaison may choose to recuse themselves from certain Planning Commission Meetings were there may be agenda items which are likely to be appealed to the City Council.

SECTION 1.5 Duties

The Planning Commission Liaison should be prepared to inform the Planning Commission of any information the City Council is aware of that may be of interest to the Planning Commission including comments received at public meetings related to land use. Most importantly the Planning Commission Liaison shall prepare a report of all Planning Commission meetings and present that to the Council at the monthly Council Meeting.

SECTION 2.0 Rogue River Chamber of Commerce Liaison

Purpose

The Chamber of Commerce Liaison serves as a conduit informing the Chamber of activities taking place at the Council level, and most importantly informing the City Council about the happenings at Chamber meetings.

SECTION 2.1 Membership

The Chamber of Commerce Liaison shall be a sitting City Council member.

SECTION 2.2 Terms of Office

The term of office for the Chamber of Commerce Liaison shall be for two year terms. Terms shall begin in January of odd numbered years and end in December of even numbered years, unless otherwise required to fill a vacancy.

SECTION 2.3 Meetings

The Chamber of Commerce Liaison shall attend all City Council and Chamber of Commerce meetings.

SECTION 2.4 Duties

The Chamber of Commerce Liaison should be prepared to inform the Chamber of Commerce of any information the City Council is aware of that may be of interest to the Chamber. Most importantly the Chamber of Commerce Liaison shall prepare a report of all Chamber of Commerce meetings and present that to the Council at the monthly Council Meeting.

SECTION 3.0 Rogue River School District #35 Liaison

Purpose

The School District Liaison serves as a conduit informing the School District Board of activities taking place at the Council level, and most importantly informing the City Council about the happenings at School District Board meetings.

SECTION 3.1 Membership

The School Board Liaison shall be a sitting City Council member.

SECTION 3.2 Terms of Office

The term of office for the School Board Liaison shall be for two year terms. Terms shall begin in January of odd numbered years and end in December of even numbered years, unless otherwise required to fill a vacancy.

SECTION 3.3 Meetings

The School Board Liaison shall attend all City Council and School Board meetings.

SECTION 3.4 Duties

The School Board Liaison should be prepared to inform the School District Board of any information the City Council is aware of that may be of interest to the School District. Most importantly the School District Liaison shall prepare a report of all School Board meetings and present that to the Council at the monthly Council Meeting.

SECTION 4.0 Jackson County Fire District #1 (Rogue River Fire District) Liaison

Purpose

The Fire District Liaison serves as a conduit informing the Fire District Board of activities taking place at the Council level, and most importantly informing the City Council about the happenings at Fire District Board meetings.

SECTION 4.1 Membership

The Fire District Board Liaison shall be a sitting City Council member.

SECTION 4.2 Terms of Office

The term of office for the Fire District Board Liaison shall be for two year terms. Terms shall begin in January of odd numbered years and end in December of even numbered years, unless otherwise required to fill a vacancy.

SECTION 4.3 Meetings

The Fire District Board Liaison shall attend all City Council and Fire District Board meetings.

SECTION 4.4 Duties

The Fire District Board Liaison should be prepared to inform the Fire District Board of any information the City Council is aware of that may be of interest to the Fire District. Most importantly the Fire District Liaison shall prepare a report of all Fire Board meetings and present that to the Council at the monthly Council Meeting.

SECTION 5.0 Rogue River Community Center Liaison

Purpose

The Community Center Liaison serves as a conduit informing the Community Center Board of activities taking place at the Council level, and most importantly informing the City Council about the happenings at Community Center Board meetings.

SECTION 4.1 Membership

The Community Center Board Liaison shall be a sitting City Council member.

SECTION 4.2 Terms of Office

The term of office for the Community Center Board Liaison shall be for two year terms. Terms shall begin in January of odd numbered years and end in December of even numbered years, unless otherwise required to fill a vacancy.

SECTION 4.3 Meetings

The Community Center Board Liaison shall attend all City Council and Community Center Board meetings.

SECTION 4.4 Duties

The Community Center Board Liaison should be prepared to inform the Community Center Board of any information the City Council is aware of that may be of interest to the Community Center. Most importantly the Community Center Liaison shall prepare a report of all Community Center Board meetings and present that to the Council at the monthly Council Meeting.

ARTICLE 5 - CITY REPRESENTATIVES

SECTION 1.0 - Rogue Valley Council Of Governments Representative

Purpose

The City Council has by vote approved partnership in a number of community and governmental organizations. As member organizations the City provides appointed voting board members and alternate board members to these organizations.

In 1968, under the provisions of Chapter 190 of the Oregon Revised Statutes, the Rogue Valley Council of Governments (RVCOG) was established by local jurisdictions to operate in Jackson and Josephine counties. Currently, RVCOG has 24 members: 15 local governments and 9 other entities (special districts and higher education). Elected

and appointed representatives from each of the members serve on RVCOG's Board of Directors, which governs the organization at the policy level.

SECTION 1.1 Membership

Representatives (Voting Members) and Alternate members shall be either sitting Council members or Administrative or Department Head staff members. Appointments are made by the Mayor and approved by a majority vote of the Council.

SECTION 1.2 Terms of Office

The term of office for these Representatives shall be for two year terms. Terms shall begin in January of odd numbered years and end in December of even numbered years, unless otherwise required to fill a vacancy.

SECTION 1.3 Meetings

It shall be the duty of all appointed Representatives to attend all board meetings of their respective agency. In the event that the Representative is not able to attend it shall be their responsibility to inform the alternate member. The Alternate member shall attend all board meetings when required.

SECTION 1.4 Duties

Representatives shall prepare notes from each meeting attended and present a report to the City Council at the regular monthly meeting.

SECTION 2.0 Rogue Valley Area Commission on Transportation Representative

Purpose

The City Council has by vote approved partnership in a number of community and governmental organizations. As member organizations the City provides appointed voting board members and alternate board members to these organizations.

The Rogue Valley Area Commission on Transportation (RVACT) is an advisory committee to the Oregon Transportation Commission (OTC) representing the Rogue Valley area of Oregon (Jackson and Josephine Counties). RVACT was formed to strengthen partnerships in transportation planning, programming and development.

SECTION 2.1 Membership

Representatives (Voting Members) and Alternate members shall be either sitting Council members or Administrative or Department Head staff members. Appointments are made by the Mayor and approved by a majority vote of the Council.

SECTION 2.2 Terms of Office

The term of office for these Representatives shall be for two year terms. Terms shall begin in January of odd numbered years and end in December of even numbered years, unless otherwise required to fill a vacancy.

SECTION 2.3 Meetings

It shall be the duty of all appointed Representatives to attend all board meetings of their respective agency. In the event that the Representative is not able to attend it shall be their responsibility to inform the alternate member. The Alternate member shall attend all board meetings when required.

SECTION 2.4 Duties

Representatives shall prepare notes from each meeting attended and present a report to the City Council at the regular monthly meeting.

SECTION 3.0 Middle Rogue Metropolitan Planning Organization Representative

Purpose

The City Council has by vote approved partnership in a number of community and governmental organizations. As member organizations the City provides appointed voting board members and alternate board members to these organization's.

The Middle Rogue Metropolitan Planning Organization (MRMPO) is a transportation policy-making organization composed of representatives from local governments and transportation authorities. The MRMPO includes the cities of Gold Hill, Grants Pass, Rogue River, and adjacent parts of Josephine and Jackson Counties that are anticipated to become urbanized over the next 20 years. Its primary focus is to support local and regional problem solving.

The MPO Policy Committee, the organization's decision-making board, consists of elected officials from the member cities, Josephine and Jackson Counties, and the Oregon Department of Transportation (ODOT). The MRMPO is staffed by the Rogue Valley Council of Governments, a voluntary association of 24 local jurisdictions, special districts, and education institutions in southwestern Oregon's Jackson and Josephine Counties. Its primary focus is to support local and regional problem solving.

SECTION 3.1 Membership

The City shall appoint an MRMPO Policy Committee Representative (Voting Member) and an Alternate member both of which shall be sitting Council members. The City shall also appoint an MRMPO Technical Advisory Committee Representative (Voting Member) and an Alternate member both of which shall be City staff members. Appointments to the MRMPO TAC shall be approved by the City Administrator.

SECTION 3.2 Terms of Office

The term of office for these Representatives shall be for two year terms. Terms shall begin in January of odd numbered years and end in December of even numbered years, unless otherwise required to fill a vacancy.

SECTION 3.3 Meetings

It shall be the duty of all appointed Representatives to attend all board meetings of their respective agency. In the event that the Representative is not able to attend it

shall be their responsibility to inform the alternate member. The Alternate member shall attend all board meetings when required.

SECTION 3.4 Duties

Representatives shall prepare notes from each meeting attended and present a report to the City Council at the regular monthly meeting.

Section 4.0 Emergency Communications of Southern Oregon Representative

Purpose

The City Council has by vote approved partnership in a number of community and governmental organizations. As member organizations the City provides appointed voting board members and alternate board members to these organizations.

Emergency Communications of Southern Oregon (ECSO) is located in Medford Oregon and serves the Rogue Valley. ECSO is a combined emergency dispatch facility and Public Safety Answering Point (PSAP) for all of the 9-1-1 lines in Jackson County and Crater Lake National Park.

SECTION 4.1 Membership

Representatives (Voting Members) and Alternate members shall be either sitting Council members or Administrative or Department Head staff members. Appointments are made by the Mayor and approved by a majority vote of the Council.

SECTION 4.2 Terms of Office

The term of office for these Representatives shall be for two year terms. Terms shall begin in January of odd numbered years and end in December of even numbered years, unless otherwise required to fill a vacancy.

SECTION 4.3 Meetings

It shall be the duty of all appointed Representatives to attend all board meetings of their respective agency. In the event that the Representative is not able to attend it shall be their responsibility to inform the alternate member. The Alternate member shall attend all board meetings when required.

SECTION 4.4 Duties

Representatives shall prepare notes from each meeting attended and present a report to the City Council at the regular monthly meeting.

~~SECTION 5.0 Rogue River Community Center Representative~~

~~Purpose~~

~~The City Council has by vote approved partnership in a number of community and governmental organizations. As member organizations the City provides appointed voting board members and alternate board members to these organizations.~~

~~Rogue River Community Center is a non-profit service organization that provides recreational programs and services to Rogue River area residents.~~

~~**SECTION 5.1 Membership**~~

~~Representatives (Voting Members) members shall be either sitting Council members or Administrative or Department Head staff members. Appointments are made by the Mayor and approved by a majority vote of the Council.~~

~~**SECTION 5.2 Terms of Office**~~

~~The term of office for these Representatives shall be for two year terms. Terms shall begin in January of odd numbered years and end in December of even numbered years, unless otherwise required to fill a vacancy.~~

~~**SECTION 5.3 Meetings**~~

~~It shall be the duty of all appointed Representatives to attend all board meetings of their respective agency. In the event that the Representative is not able to attend it shall be their responsibility to inform the alternate member. The Alternate member shall attend all board meetings when required.~~

~~**SECTION 5.4 Duties**~~

~~Representatives shall prepare notes from each meeting attended and present a report to the City Council at the regular monthly meeting. The representative will be expected to attend board meetings of the Rogue River Community Center and participate as an acting board member representing the City of Rogue River.~~

PASSED by the Common Council of the City of Rogue River on this 23rd day of April 2026.

SUBMITTED TO AND APPROVED by the Mayor of the City of Rogue River on this 23rd day of April 2026.

Pam VanArsdale
Mayor

ATTEST:

Diane Oliver
City Recorder

RESOLUTION NO. 26-1470-R

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET ADJUSTMENT FOR FISCAL YEAR 2025-26, MAKING APPROPRIATION/TOTAL REQUIREMENT CHANGES FOR THE GOVERNMENT DEBT SERVICE FUND.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGUE RIVER, OREGON.

WHEREAS, the City of Rogue River’s 2025-2026 Fiscal Year budget requires changes of appropriation for the Sewer Improvement Reserve fund, to record receipt of a budgeted transfer from the Sewer fund; and,

WHEREAS, the proposed supplemental budget complies with the provisions of ORS 294, and,

WHEREAS, under the provisions of Oregon Local Budget Law, fund accounts are required to reflect sufficient authorized appropriations consistent with available resources, and in this case no expenditures have changed, and,

WHEREAS, ORS 294.471 allows a supplemental budget for an occurrence for conditions not ascertained while preparing the current budget, or if the amended estimated expenditures contained in an individual fund that is being changed by a supplemental budget differ by 10 percent or less from the expenditures in the budget as most recently amended prior to the supplemental budget, the governing body of the municipal corporation may adopt the supplemental budget at a regular meeting of the governing body by holding a Public Hearing.

NOW, THEREFORE, BE IT RESOLVED that in accordance with ORS 294.480(3) the City Council of the City of Rogue River, Oregon, approves increasing appropriation authority in the 2025-2026 Budget as follows:

GOVERNMENT DEBT SERVICE FUND:

Description	Original Budget FY 25-26	Supplemental 04/23/2026	Adjusted Amount
Revenue			
Carry Over Fund Balance	\$ 887,017.00	\$ 887,017.00	\$ -
Interfund Transfers	\$ 0	\$ 400,00.00	\$ 400,00.00
Investment Income	\$ 2,500.00	\$ 2,500.00	\$ -
Current Property Tax	\$ 126,336.00	\$ 126,336.00	\$ -
Total Revenue	\$ 889,517.00	\$ 1,289,517.00	\$ 400,00.00
Expenditure			
Capital Outlay	\$ 334,000.00	\$ 334,000.00	\$ 0
Contingency	\$ 40,000.00	\$ 40,000.00	\$ 0
Future Wastewater Improvement	\$ 515,517.00	\$ 915,517.00	\$ 400,000.00
Total Expenditure	\$ 889,517.00	\$ 1,289,517.00	\$ -

PASSED by the Common Council of the City of Rogue River on this 23rd day of April 2026.

SUBMITTED TO AND APPROVED by the Mayor of the City of Rogue River on this 23rd day of April 2026.

Barb Hilty
Mayor Pro Tem

ATTEST:

Diane Oliver
City Recorder

NON-EXCLUSIVE TEMPORARY USE PERMIT

This NON-EXCLUSIVE TEMPORARY USE PERMIT (“Permit”), including all attached Exhibits, is entered into by and between PACIFICORP, an Oregon corporation (“PacifiCorp”) and CITY OF ROGUE RIVER, a municipal corporation of the State of Oregon (“Permittee”), each a “Party” and together the “Parties”.

RECITALS

A. PacifiCorp owns that certain real property known as Jackson County tax lot 364W21AA800 located in Section 21 of Township 36 South, Range 4 West, W.M. as more particularly shown on **Exhibit A** (“Property”).

B. Permittee wishes to use a portion of the Property in order to operate and maintain a park and recreation area, including a parking area and related facilities.

C. PacifiCorp wishes to grant Permittee permission to use the Premises (as defined below), subject to the terms and conditions contained in this Permit.

TERMS AND CONDITIONS OF AGREEMENT

NOW THEREFORE, PacifiCorp and Permittee agree as follows:

1. Premises. That approximately .31 acre portion of the Property (“Premises”) as more particularly shown in **Exhibit A**.

2. Term; Holdover.

2.1 Term. This Permit commences on January 1, 2026, and terminates at 11:59 p.m. on December 31, 2035.

2.2 Holdover. If Permittee retains possession of the Premises or any part thereof after the termination of this Permit, Permittee will be deemed to have a month-to-month tenancy. In addition, Permittee is obligated to pay to PacifiCorp all direct and consequential damages sustained by Permittee’s retention of possession of the Premises. The provisions of this Section will not be deemed to limit or exclude any of PacifiCorp’s rights of reentry or any other right granted to PacifiCorp under this Permit or at law.

3. Purpose and Use; Property Boundaries; Condition of Premises.

3.1 Purpose and Use. Permittee’s use of the Premises is solely for operation and maintenance of a recreational area and an associated parking area (“Use”). This Permit is non-exclusive and in no way authorizes Permittee to access or use any of PacifiCorp lands not specifically referenced herein. Permittee will only use customary commuter vehicles upon the Premises, and only upon existing roads. PacifiCorp does not guarantee vehicular access across the

Premises. Use of vehicles such as all-terrain vehicles, large trucks, tractors, or heavy equipment on the Premises is strictly prohibited.

3.2 Property Boundaries. Permittee acknowledges that PacifiCorp has not surveyed the Property and makes no representations as to ownership or boundary line locations. Permittee is solely responsible for being aware of property boundaries.

3.3 Condition of Premises. PacifiCorp makes no representation or warranty as to the condition of the Premises. Permittee accepts the Premises AS-IS/WHERE-IS and with all faults. PacifiCorp does not guarantee vehicular access across the Premises. Permittee's Use is at Permittee's sole risk and PacifiCorp is not liable for personal injury or damage to Permittee's or any other party's property or equipment resulting from Permittee's Use of the Premises. Permittee must repair, at its sole cost and expense, any damage it causes to the Premises or Property. In the event Permittee fails to make such repairs in a reasonably satisfactory manner to PacifiCorp, PacifiCorp may make such repairs and bill Permittee for the actual costs of the repairs. Permittee's obligation to reimburse such costs will survive expiration or termination of this Permit.

4. Improvements.

4.1 Written Consent. Permittee may not make any improvements or changes to the Premises, including changing existing ground elevation, excavating, constructing any structure or lighting structure, or landscaping to the Premises without PacifiCorp's prior written consent, which PacifiCorp may approve, modify, or deny at its sole discretion.

4.2 Workmanlike Manner. All approved improvements must be made in a good and workmanlike manner. Any improvement that violates building codes or the laws or ordinances of any governing jurisdiction, or that harm the Premises in any manner, must be timely cured by Permittee at Permittee's expense and in a manner satisfactory to PacifiCorp.

4.3 Maintenance of Approved Improvements. Permittee shall keep and maintain all fences, and other improvements existing upon the Premises at the commencement of this Permit, if any, in good condition and shall perform all routine maintenance and repairs on them at Permittee's expense. Permittee shall not remove or allow any other person to remove any improvements existing at the commencement of this Permit without PacifiCorp's prior written approval.

4.4 Removal of Improvements. All improvements made by Permittee remain the property of PacifiCorp. Permittee shall not be entitled to any compensation for any improvements made to the Premises. If PacifiCorp is required to dispose of any improvements made by Permittee due to lack of maintenance, Permittee agrees to reimburse PacifiCorp for all costs incurred by PacifiCorp.

5. Vegetation Maintenance in Lieu of Consideration. In lieu of consideration, Permittee agrees to provide vegetation management on the Premises.

5.1 Noxious Weeds. Permittee must control the growth of any noxious weeds or other growth on the Premises in accordance with the requirements of any governmental agency having jurisdiction.

5.2 Chemicals and Fertilizers. Permittee must not use or apply any insecticide, herbicide, pesticide, chemicals or fertilizers on the Premises without PacifiCorp's prior written consent. Permittee must comply with existing federal, state and local laws, regulations and ordinances and all manufacturer's instructions and guidelines in the use or application of any PacifiCorp approved insecticide, herbicide, pesticide, chemical or fertilizer on the Premises.

6. Compliance with Laws. Permittee must comply with all federal, state and county laws, ordinances or regulations relating to Permittee's Use, including but not limited to sanitary and environmental laws, ordinances, rules and orders of appropriate governmental authorities.

7. Safety and Health/Accident and Damage Prevention. Permittee is solely responsible for being aware of and initiating, maintaining and supervising compliance with all safety laws, regulations, precautions, and programs in connection with Permittee's Use, including any safety precautions or programs implemented by PacifiCorp. Permittee will conduct its Use of the Premises to avoid the risk of bodily harm to persons or risk of damage to any property.

8. Restrictions on the Use of the Premises.

8.1 Notice of Damages or Theft. Permittee must notify PacifiCorp of any mortality, theft, vandalism, loss, or damage to the Premises, 24 hours of the discovery of any such event.

9. PacifiCorp Reserved Rights and Access. Notwithstanding any other provision in this Permit, this Permit is subject to PacifiCorp's rights to access the Property or Premises at any time for any purpose. Permittee's use of the Premises must not interfere with use by PacifiCorp, PacifiCorp's employees, agents, representatives or other permittees.

10. Indemnification. Permittee expressly assumes all risk in connection with its use of the Premises. Permittee will indemnify, protect, and hold harmless PacifiCorp and its directors, officers, representatives, employees and agents (collectively "PacifiCorp Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by the PacifiCorp Indemnified Parties resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of Permittee, its employees, agents, representatives or contractors, their employees, agents or representatives in the performance or nonperformance of Permittee's obligations under this Permit or in any way related to this Permit except to the extent that such claim, demand, loss, cause of action, or costs arises from PacifiCorp's gross negligence or willful misconduct. This obligation will survive expiration or termination of this Permit.

11. Insurance. Without limiting any liabilities or any other obligations of Permittee, Permittee must procure and continuously carry, with insurers having an A.M. Best's rating of A-VII or better, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Permit or Permittee's use or occupancy of the Premises as follows:

11.1 Workers' Compensation. Permittee must comply with all applicable Workers' Compensation laws and furnish proof of compliance satisfactory to PacifiCorp before commencing any work on the Premises. All Workers' Compensation policies must contain provisions that the insurance companies have no right of recovery or subrogation against PacifiCorp, its parent, divisions, affiliates, subsidiary companies, co-Permittees, co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the PacifiCorp and Permittee that the insurance as effected protects all Parties.

11.2 Employers' Liability. Insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

11.3 Commercial General Liability. The most recently approved Insurance Services Office ("ISO") policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate (on a per location and/or per job basis) to protect against and from any and all loss by reason of bodily injury or property damage on or about the Premises, including the following coverages:

- a) Bodily injury, property damage, and personal injury coverage, including damage to PacifiCorp's electric facilities or improvements as a result of Permittee's, its contractors', subcontractors' or agents' negligence.
- b) Contractual liability
- c) Premises and Products/Completed Operations
- d) Independent Contractors

11.4 Business Automobile Liability. The most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 for bodily injury and property damage including sudden and accidental pollution liability, with respect to Permittee's vehicles whether owned, hired or non-owned, assigned to or used in any way on the Premises.

11.5 Umbrella Liability. Umbrella liability insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to the excess of the coverages and limits required in Employers' Liability, Commercial General Liability, and Business Automobile Liability insurance referenced above. Such insurance policies must be maintained to cover any liability arising from Permittee's Use and indemnification as identified in this Permit.

11.6 Certificate of Insurance. A certificate of insurance shall be furnished to PacifiCorp confirming the issuance of such insurance prior to commencement of work by Permittee. Should a loss arise during the term of the Permit that may give rise to a claim against Permittee and/or PacifiCorp as an additional insured, Permittee shall deliver to PacifiCorp (or cause to be delivered to PacifiCorp) certified copies of such insurance policies.

PacifiCorp Parcel: ORJA-0052

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11.7 Claims Made Basis. Permittee will maintain Commercial General Liability insurance coverage provided on a "claims-made" basis by for a minimum period of 5 years after the completion of this Permit and for such other length of time necessary to cover liabilities arising out of the Use.

11.8 Permittee's Insurance Primary. To the extent of Permittee's negligent acts or omissions, all policies required under this Permit must include provisions that such insurance is primary with respect to the interest of PacifiCorp and that any other insurance or self-insurance maintained by PacifiCorp is excess and not contributory insurance with the insurance required hereunder, and provisions that the policy contain a cross liability or severability of interest clause or endorsement.

11.9 Adequate Coverage. PacifiCorp does not represent that the insurance coverage specified in this Permit (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Permittee, and Permittee will be solely responsible for any deficiencies in coverage.

11.10 Notice Before Change or Cancellation. Permittee must not cancel the policies or reduce the limits of liability without providing 1) 10 calendar days' prior written notice to PacifiCorp if cancelled for nonpayment of premium, or 2) 30 calendar days' prior written notice to PacifiCorp if cancelled for any other reason. Lack of notification shall be considered a material breach of this Permit.

11.11 Right to Self-Insure: Permittee may meet the above, or a portion of the above insurance, through a program of Self-Insurance, against claims for injury to persons or damage to property or equipment which may arise from or in connection with the Permit. Permittee shall provide a letter of self-insurance prior to work, use or occupancy of the Premises.

12. Termination. This Permit may be terminated upon the happening of any of the following events:

12.1 Breach. If Permittee breaches any of the covenants or provisions herein provided, including the failure to pay rent or any other monetary sums required under this Permit, PacifiCorp, at its option, may terminate this Permit and immediately re-enter and repossess the Premises either with or without legal process and without giving notice to quit to Permittee, which notice is expressly waived by Permittee in case of such breach.

12.2 Abandonment. In the event Permittee abandons the Premises, PacifiCorp may, in addition to all other remedies, immediately reenter the Premises and take full possession thereof and exclude Permittee from any attempted renewed use of the Premises.

12.3 Termination by Notice. Notwithstanding any other provision in this Permit, either Party may terminate this Permit for any reason by giving the other Party 30 days' advance written notice.

13. Events Upon Expiration or Termination. Upon the expiration or termination of this Permit, Permittee agrees to promptly remove all personal property and surrender the Premises in good condition satisfactory to PacifiCorp, reasonable wear and tear excepted. This obligation will survive expiration or termination of this Permit.

14. Liens. Permittee must keep the Premises free from all liens and encumbrances in connection with Permittee's Use.

15. No Sublet or Assignment. Permittee may not sublet the Premises or any part thereof or assign any of its rights under this Permit without PacifiCorp's prior written consent.

16. Notices. Wherever in this Permit notice is provided or required to be given by one Party to another, such notice must be in writing and transmitted by United States mail, national express carrier (such as UPS or Federal Express) or by personal delivery to the following addresses, or such other address as either Party may, from time to time, designate for that purpose:

PACIFICORP

PacifiCorp Property Management
825 N.E. Multnomah Street, Suite 1700
Portland, Oregon 97232
Phone: 503-813-5700
Email: Property.management@PacifiCorp.com

PERMITTEE

City of Rogue River
Attn: Ryan L. Nolan
PO Box 1137
Rogue River, OR 97537
Phone: 541-482-4401
Email: Rnolan@cityofrogueriver.org

Inability to deliver such notice due to change of address for which no notice was given or refusal to accept delivery shall be deemed delivery hereunder.

17. Waiver. No failure by PacifiCorp to insist upon the strict performance of any provision of this Permit, or to waive any provision in any instance, will be construed as a general waiver or relinquishment on its part of any such provision, but the same will be and remain in full force and effect.

18. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by either Party with respect to a matter or matters covered by this Permit, all costs and expenses of the prevailing Party incident to such proceeding, including reasonable attorneys' fees, will be paid by the non-prevailing Party. This paragraph will survive expiration or termination of this Permit.

19. Warranty of Authority. The individuals signing this Permit warrant that they have full power and authority to sign and implement this Permit on behalf of the entity for which they sign.

20. Applicable Law. This Permit will be construed in accordance with and governed by the laws of the State of Oregon. This Permit is subject to any order, regulation, or rule of any governmental agency having jurisdiction.

21. Interpretation. Each Party has participated in the drafting of this Permit and the Parties intend and agree that there will be no presumption applied against the drafter of any provision of this Permit.

22. JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PERMIT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

23. Execution in Counterparts; Digital Signature; Electronic Transmittal. This Permit may be executed in counterparts, each of which will be deemed an original, but all of which will constitute one and the same instrument. Said counterparts may be signed by digital signature and transmitted by one Party to the other by electronic mail.

24. Alcohol, Drugs, Firearms, Fires and Tobacco Prohibited. Permittee, its employees, agents, invitees and/or contractors must not use, consume, or bring on to the Premises alcohol, marijuana, illegal drugs, firearms or tobacco products. Campfires or burn piles are prohibited on the Premises.

IN WITNESS WHEREOF, the Parties to this Permit have executed this Permit as of the last date written below.

PERMITTEE:

City of Rogue River, a municipal corporation of the State of Oregon

By: _____
Ryan L. Nolan
City Administrator

Date: _____

PACIFICORP:

PacifiCorp, an Oregon corporation

By: _____
Jordana Taylor
Manager, Property Management

Date: _____

EXHIBIT A
Page 1 of 1
Depiction of the Property and Premises



The areas outlined in red in the picture above approximately indicate Jackson County, Oregon tax lot 364W21AA800 located in Section 21 of Township 36 South, Range 4 West, W.M. (the “Property”). The area shaded gray in the picture above approximately depicts the Premises (the “Premises”).

The above-described Premises has not been surveyed and all distances shown are approximate. In the event of any errors or ambiguity in the description, or misunderstanding with respect to the location or extent of the Premises, PacifiCorp reserves the right to resolve the dispute or ambiguity and to designate the configuration and area in dispute on the ground. In case of disagreement, PacifiCorp’s designated representative’s decision will be final. PacifiCorp reserves the right at any time to redefine or mark the Property and to substitute or replace the legal description in this **Exhibit A**.