



CITY OF ROGUE RIVER

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REGULAR COUNCIL MEETING

THURSDAY, JULY 23, 2026

6:00 P.M.

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

Dial-in using your phone:

1-978-990-5207

Enter Access Code: 2145898

Or visit the website:

freeconferencecall.com

Enter Online Meeting ID: rogueriver

CALL TO ORDER

INVOCATION –Pastor Lucas Bradburn, Creekside Bible Church

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA

APPROVAL OF MINUTES:

- 1 Minutes Consider approving the Regular City Council Meeting Minutes from June 25, 2026, and the Special City Council Meeting Minutes from July 16, 2026.

COMMITTEE REPORTS:

Community Relations: Chamber of Commerce Liaison	(City Councilor Barb Hilty)
Community Relations: Community Center Liaison	(Vacant)
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:

PUBLIC HEARINGS:

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:

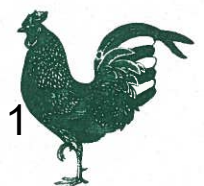


CITY COUNCIL MEETING PACKET

JULY 23, 2026

We are an AVE-C and comply with Section 504 of the Rehabilitation Act of 1973.

"Home of the National Rooster Crowing Contest"



- 1 Reservoir** Convene as the Contract Review Board to consider bids for 1-million-gallon drinking water reservoir.
- 2 Grant** Consider accepting a Seismic Rehabilitation Grant in the amount of \$1,617,876 from the Oregon Infrastructure Finance Authority to seismically retrofit the City's Police Station.
- 3 Franchise** Council considers authorizing the Mayor to provide written consent to Southern Oregon Sanitation to sell more than 50% of their stock to Waste Connections US Holdings, Inc. (as required by solid waste franchise agreement with the City).
- 4 Appointment** Consider approving the Mayor's appointment to Council Position #1.
- 5 Appointment** Consider approving the Mayor's appointment to the Rogue River Community Center Liaison position.
- 6 Park Use** Consider approving a request for Rooster Park Pavilion to include amplified music, on August 22, 2026.
- 7 Park Use** Consider approving a request for Rooster Park Pavilion to include amplified music, bounce house, and other structures on October 10, 2026.
- 8 Park Use** Consider approving a request to place permanent signage honoring veterans in Rooster Park.

COMMITTEE MINUTES:

- 9 Tree City** Consider accepting the July 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.



ROGUE RIVER CITY COUNCIL MINUTES

THURSDAY, JUNE 25, 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 Van Arsdale at 6:00 P.M.

INVOCATION Pastor Josh Keeton, Rogue River Calvary Church

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

QUORUM **COUNCIL MEMBERS PRESENT:**

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

STAFF PRESENT:

Ryan Nolan, City Administrator
Michael Bollweg, Public Works Director
Diane Oliver, City Recorder

MEDIA PRESENT:

Briam Mortenson

AUDIENCE: Christian Mallory, owner of Rapid Towing & Recovery LLC

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

SPECIAL ORDERS OF BUSINESS:

Proclamation Mayor VanArsdale presents Rooster Crow Proclamation

There was a discussion regarding Brandy Lockwood's appointment to council, and she has withdrawn. The council will meet with Dee Copley at the July 2nd workshop to meet with her and ask questions.

APPROVAL OF MINUTES:

Move to accept the regular city council minutes of May 28, 2026,

Motion by Councilor Moss, seconded by Councilor Howell

No discussion on the motion

Vote: All ayes, none opposed,

Minutes of May 28, 2026, are approved.

COMMITTEE REPORTS:

Community Relations; Chamber of Commerce Liaison: City Councilor Barb Hilty reports that meeting was held on June 18th, and the digital walking map of Rogue River is planned to be up and running by July 30th. The awards banquet was held on May 30th where the FFA served the meal. The July mixer will be July 9th at Pura Vida from 5:30pm till 7:00pm. Chamber will have a float in the Rooster Crow parade. The next meeting is July 16th at 8:30am.

Community Relations; Community Center Liaison: No Report as this position is vacant. We will discuss this at the July 2nd workshop.

Rogue River School District #35: Councilor Mark Minegar reports that the meeting was on June 16th, Reach Rivers Edge just got their 5-year agreement approved by the school board. The incoming seventh graders came out to the high school to get a taste of what high school is all about so that they wouldn't be lost on their first day! Rogue River High had 49 out of 53 students graduated. There is one more who is still trying to achieve the goal! The Reach Statewide assessment schoolwide participation was 58% last year, this year they're up to 87%. English and Language arts 64%, Science 56%, and Math was 49% which means they are above State average.

Community Relations; Jackson County Fire District # 1: City Councilor Grace

Howell reports that the meeting was on June 10th, with six in attendance. The next meeting is set for July 8th at 7:30AM. Several fire hydrants were black-flagged by JCFD 1 and reported to public works as needing repaired. Delaney Richmond with Jackson County Emergency Management was a guest and would like to come speak to the City Council soon. The Solar bid is going out for bid; there are four proposals that were selected by the board to review. There were talks about changing the meeting times of this meeting, and a decision has not been made until the new chief steps in. One out of three seasonal fire fighters were hired full time for the 2026 fire season, with one position still open. The meet and greet with the new chief will be September 23, 2026. There were thirty-five fire calls, and one hundred ninety ambulance calls.

Michael Bollweg Public Works Director said that we have a contractor hired since staff does not work with the hydrants. This company will be accessing hydrants soon. Most worked but just worked too slowly.

Ryan Nolan City Administrator says that Delaney Richmond will be at out July 2nd city council workshop.

Emergency Communication of Southern Oregon (ECSO): Ryan Nolan reports that there is no update to report.

Finance Committee: City Councilor Sherrie Moss reports that between May 23rd, 2026, and June 18th, 2026, the finance committee met four times, issuing a total of fifty-nine checks and five electronic payments totaling \$92, 733.12.

Planning Commission Liaison: Councilor Barb Gregory reports that the Planning Commission is continuing work on the commercial/ commercial residential zoning standards with the help of Onnie Heater from the RVCOG. We're almost finished with only a couple of corrections to be made. The next step is that the amendment will go out for public notice, and then a public hearing with the Planning Commission, and then to City Council in August at the earliest.

Rogue Valley Area Commission on Transportation (RVACT): Mayor Pam Van Arsdale reports there was no meeting this month, it will be in July.

Rogue Valley Council of Governments: Mayor Pam Van Arsdale reports they had a meeting yesterday with a very light agenda. The biggest news is that they are getting ready to close escrow on the building they're purchasing. Central Point is carrying the note since it's their old public works building. They believe that between the city of central point will be sponsoring a community development block grant for them. Between that and the other grant opportunities they have they will be able to make all the improvements they need to the building. They also hired a new finance director who has auditor background. They had a presentation on

Alzheimer's, which is a very difficult disease for care givers to navigate. There is a great support group for that which will be hosted by the RVCOG.

Middle Rogue Metropolitan Planning Organization (MRMPO): Mayor Pam Van Arsdale reports there was a meeting this month and a conversation was started on a funding gap between when the money comes through from the federal Government for the transient side of things. The transportation bills are going to come out of congress. They thought there was going to be a bill called "Basics," but it looks like it will be a different one now they are calling "Build America 250" and both have some great aspects to them. As the MPO we would like to see pieces of both bills, but of course the bills are sometimes thousands of pages long, so it'll take some time before we have a comprehensive list of what the bills have in them, and which will get more traction. The mayor will keep us posted on this.

PUBLIC INPUT: None

ORDINANCES & RESOLUTIONS:

Council will consider adopting Ordinance Number 26-448-O, an ordinance ratifying a collective bargaining agreement between the City of Rogue River and Teamsters Local #223 for the period ending June 30, 2026. **-Postponed to next City Council Workshop, negotiations are not over yet.**

PUBLIC HEARINGS:

FEMA Continued public hearing from March 26, 2026, on proposed code changes related to FEMA.

Move to continue the FEMA Biop issue for three months, until September 24th, 2026, at 6:00PM.

Motion by Councilor Barb Gregory

Seconded by Councilor Grace Howell

Discussion on the motion

Vote: All ayes, none opposed, the FEMA is continued until the September 24th City Council meeting at 6:00PM.

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:

Council convenes as the Contract Review Board to consider awarding the Small City Allotment sidewalk project for the \$250,000 grant for sidewalk and American with Disability (ADA) improvements on Pine Street (from 1st to 2nd), 1st Street (from Oak to Broadway) and Oak Street (from 1st to the 2nd).

Ryan Nolan City Administrator explained this in detail.

Move to approve the recommended award, and that the city proceed with the award for the construction contract to the lowest bidder responsible, which is Timber Mountain Construction in the amount of \$235,143.00 and authorize the city manager for any additional change orders up to \$23,000.00.

Motion by Councilor Barb Gregory, seconded by Councilor Grace Howell

Discussion and questions on the motion

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

Motion passes unanimously.

Council acts as Contract Review Board to consider accepting approved proposals for tow services within the City of Rogue River.

Ryan Nolan City Administrator explained this in detail.

Move to proceed with accepting all proposals for towing services from 3 Boys Towing, Caveman Towing, Rapid Towing and Recovery LLC, and Star 24 Hour Towing, and we authorize the city manager to enter into final contracts with the four towing service providers

Motion by Councilor Barb Hilty, seconded by Councilor Mark Minegar

Discussion and questions on the motion

**Vote: Councilor Gregory, yes
Councilor Moss, yes
Councilor Hilty, yes
Councilor Minegar, yes
Councilor Howell, yes**

Motion passes unanimously.

Consider approving grant application for OR99: Depot Street project from ODOT's Carbon Reduction Program. This project (already designed) would create bicycle and pedestrian improvements from the Depot Street bridge to the north edge of the city limits along Oregon Highway 99 (Rogue River Highway).

Ryan Nolan City Administrator explained this in detail.

Move that we the city council authorize the city administrator to work with ODOT to complete the grant application, requesting 1.2 million dollars from ODOT Carbon Reduction Program to complete the OR 99: Depot Street project.

Motion: By Councilor Sherrie Moss, seconded by Councilor Grace Howell

Discussion and questions on the motion

**Vote: Councilor Gregory, yes
Councilor Moss, yes
Councilor Hilty, yes
Councilor Minegar, yes
Councilor Howell, yes**

Motion passes unanimously.

CITIZEN-REQUESTED ITEMS:

Park Use Consider approving a park use request from the Ammerman Family Reunion for the reservation of Rooster Park on October 10, 2026.

After a long discussion, council decided to postpone approving this request, and will work on this during the next city council workshop. They would like to see a

a traffic control plan for the 200 guests. Council would like to see the approval from Columbia Bank to use their parking lot on Saturday. Public Works will need to be sure the bathrooms and the splash pad would be prepared for that size of a group, placing a possible porta potty on the grounds paid for by the applicant, and council would like to see comments from the police department.

Move to continue this request to the City Council Meeting on July 23rd, 2026, at 6:00 pm when we can see a better parking plan, a better departure time since it will be dark in October, and comments from the Police Chief and Public Works Director.

Motion by: Councilor Grace Howell, seconded by Councilor Barb Gregory.

Vote: All ayes, none opposed, this is continued to the July 23rd City Council Meeting at 6:00 PM.

COMMITTEE MINUTES: **Tree City** Consider accepting May 14, 2026, Tree City minutes.

Move to: Accept the Tree City meeting minutes of May 14th, 2026

Motion by: Councilor Grace Howell, seconded by Councilor Mark Minegar.

(Discussion on the motion as Sherrie Moss clarified she did not offer to help recruit volunteers, she helped with letting citizens know what the Committee does. She stated that she will not be filling a position on that committee as mentioned in the minutes.) Ryan Nolan will contact Jim to let him know that the volunteer applications are necessary for our insurance company.

Vote: all ayes, none opposed, TCUSA minutes from May 14th are accepted.

OTHER BUSINESS: The mayor would like to change this on the agenda in the future for staff to give their updates.

Michael Bollweg reports that there are a lot of challenges in Public Works this time of year. Sherrie Moss reports that she has had many compliments from people visiting our town in the thrift store.

Ryan Nolan mentioned that he was helping to host the Sister City group from Mexico for the city of Grants Pass because he is a resident there. The group is made up of city councilors, and it was an enjoyable experience. They had a cheer everywhere went, and Ryan suggested we investigate creating our own cheer here in Rogue River to share at the small city meeting!

Diane Oliver reports that she has met with three council members for the election Process that is well underway.

COUNCIL MEMBER COMMENT: Councilor Barb Hilty reports that their Rooster Crow float looks great! Councilor Grace Howell reports how hard the Public Works Department has been working when she drives through town. She also reports how friendly they always are. When her brother was visiting Rogue River for the first time from Texas, he was extremely impressed.

MAYOR COMMENTS: The mayor reminded everyone to attend Woodville Museums 40th year celebration on Friday July 3rd from 10:00AM – 2:00PM, and she passed out their newsletter and membership card applications.

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 7:05PM

Mayor Pam VanArsdale _____ Date _____

ATTEST:

Diane Oliver
City Recorder

SPECIAL COUNCIL MEETING MINUTES

THURSDAY, JULY 16, 2026

11:00 A.M.

CALL TO ORDER: 11:04 AM

PLEDGE OF ALLEGIANCE

ROLL CALL Councilor Grace Howell, Councilor Mark Minegar, Councilor Sherrie Moss, Councilor Barb Hilty, Councilor Barb Gregory, and Mayor Pan VanArsdale.

ABSENT None

STAFF Ryan Nolan, City Administrator, Paige Chick, Administrative Services & Finance Director, and Diane Oliver, Recorder.

PRESS Brian Mortensen with the Rogue River Press

ZOOM: Chrissy Ewald from the Daily Courier

AGENDA

NEW BUSINESS:

Ratify Collective Bargaining Agreement- Ryan Nolan read with the council the agreement with discussion between staff and council

Move to approve Resolution 26-1478-R, a Resolution ratifying a collective bargaining agreement between the City of Rogue River and Teamsters Local #223 for the period ending June 30, 2029.

Motion by: Councilor Barb Hilty, seconded by Councilor Grace Howell

No discussion on the motion

Roll Call Vote:

Councilor Barb Gregory, Yes

Councilor Sherrie Moss-Yes

Councilor Barb Hilty-Yes

Councilor Mark Minegar-Yes

Councilor Grace Howell-Yes

Resolution 26-1478-R is approved.

ADJOURN: Move to adjourn the special meeting

Motion by Councilor Grace Howell, seconded by Councilor Mark Minegar

Vote, all ayes, none apposed, meeting is adjourned at 11:20AM

Mayor Pam VanArsdale _____ Date _____

ATTEST:

Diane Oliver
City Recorder

MEMORANDUM



DATE: City Council July 23, 2026

TO: Ryan Nolan, City Manager

FROM: Loree Pryce, Engineering Support Services, LLC

**SUBJECT: BID RESULTS AND RECOMMENDATION TO REJECT
1 Million Gallon Reservoir**

The project was pre design scoped, budgeted for and designed to install a 1 million gallon concrete reservoir with related mechanical pumps, piping and electrical for a fully operational reservoir storage across from the Water Treatment Plant. The site was discovered to have unstable soils for seismic activity and additional enhancements were added such as replacing the motor control center that weren't included in the original scope and budget. The funding agency loan documents requires compliance with the American Steel Act and paying the higher of State and Federal prevailing wages. Inflation, tariffs, and fuel prices also impact bid pricing which was unforeseen during the predesign phase.

The project was competitively bid and advertised per the State of Oregon procurement laws. On June 16th, the City received 5 bids for the project. These bids and remaining budget are listed in the table below:

Contractor	Total
Knife River	\$6,003,000.00
Slayden	\$6,295,000.00
Emery and Sons	\$6,575,140.00
Timber Mountain	\$6,592,302.42
Pacific Excavation	\$6,672,628.00
Remaining Budget in SRF loan	\$5,184,486.00

The reservoir bid item 17 “Structure” for the concrete prestressed reservoir was \$2,970,000.00 for the low end and \$3,484,888.92 higher end. There is no additional funding available from Business Oregon to pay for the current costs of a concrete reservoir. A glass fusion coated steel reservoir is the next best life cycle reservoir for a water storage facility. These have recently been installed in Riddle, Winston Dillard Water District and the Tri Cities Water District.

COSTS AND FUNDING

Following is a summary of the current remaining budget;

Balance of SRFL July 2026	+\$5,184,486
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There are inadequate funds to construct this project as bid and per ORS 279C.395 “A contracting agency may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject all bids upon a finding of the contracting agency it is in the public interest to do so. In any case where competitive bids are required and all bids are rejected, and the proposed project is not abandoned, new bids may be called for as in the first instance.”

REBID OVERVIEW AND SCHEDULE

As stated in the Council Workshop 7/16/26, several local agencies including Riddle, Winston Dillard and Tri Cities Water Districts have recently bid and/or constructed glass fusion steel reservoirs within budget. There is only one company that provides Americal Steel glass fusion reservoirs and they provided a budgetary bid proposal for a 1-million-gallon reservoir for the City of Rogue River. The estimate could fluctuate from 5% to 10% if not ordered this year and was currently quoted at \$1,395,072. It will take 1.5 months to provide manufacturer shop drawings to RH2 for updates to the bid plans. Assuming another 1-2 months to finish the plans and specs for rebid I do not foresee this coming back to council for an award any sooner than 4-5 months. It is important to relay to your constituents that this is not an uncommon timeframe for this magnitude of a project. I will provide a link to the existing plans and specifications so anyone in the community can review the level of effort involved in preparing the engineering for this project. I am also open to taking any direct calls with questions.

The benefit of installing a fusion steel reservoir is that it will take less time to construct than a concrete reservoir. There is a possibility that by switching to this alternative reservoir, the overall schedule of completion may be close to the same for overall complete construction. This also places the overall range of total expected costs to be within the current SRFL budget.

RECOMMENDATION

It is recommended that the City; (1) reject the lowest responsible bidder Knife River for the 1 Million Gallon Reservoir Project in the amount of \$\$6,003,000.00 and 2) Authorize staff to proceed with modifying the design plans and specifications to a fusion glass steel reservoir.”

If the Council agrees, please motion an approval of the two items above.

Attachment(s): None

**SEISMIC REHABILITATION GRANT PROGRAM
GRANT CONTRACT**

Project Name: Rogue River Police Department

Project Number: EM2606

This grant contract (“Contract”) is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and City of Rogue River (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law (“Effective Date”). Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

- This Contract (without exhibits)
- Exhibit A: General Definitions
- Exhibit B: Project Description
- Exhibit C: Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$1,617,876.

“Grant Amount” means \$1,617,876.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 30 September 2028.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount. This Grant is made from the net proceeds from the sale of the Bonds.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

This Contract duly signed by an authorized officer of Recipient within 60 days of Recipient's receipt of this Contract document.

- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:

- (1) There is no Default or Event of Default.
- (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
- (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments, allocation and other expenditure authority to make the disbursement.
- (4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
- (5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Grant, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
- (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Recipient shall use the Grant (and any interest earned by Recipient on the Grant) only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not transfer Grant proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project.
- C. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from OBDD or from another State of Oregon agency or any third party.
- D. No Use of Grant for Internal Costs or to Repay Financing. Recipient may not use any of the Grant to pay internal costs charged to the Project by Recipient or by Related Parties or to repay the interest or principal owed for any interim financing for the Project.

- E. Federal Tax Law Limits. Expenditures submitted for reimbursement under this Contract are limited to expenditures for the Project that qualify as capital expenditures for federal income tax purposes.
- F. Misexpended or Unexpended Grant Funds. Any Grant funds disbursed to Recipient, or any interest earned by Recipient on the Grant funds, that is not used according to this Contract or that remain unexpended after the earlier of the Project Completion Deadline, the date the Project is completed or the date that this Contract is terminated shall be immediately returned to OBDD, unless otherwise directed by OBDD in writing.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Eligible Building.
The building to be rehabilitated by the Project is an eligible building under the Act.
- C. Eligible Recipient and Authority.
- (1) Recipient is an eligible applicant under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly authorized and executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- D. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- E. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. No Defaults.
- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- G. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (1) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or

by which the Project or any of its property or assets may be bound; (2) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (3) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

- H. Compliance with Tax Laws. Recipient certifies that to the best of its knowledge it is not in violation of any state taxes administered by the Department of Revenue under the tax laws of this state and local taxes administered by the Department of Revenue under ORS 305.620. For purposes of this Contract, Oregon tax laws do not include ad valorem property taxes collected by counties.
- I. Governmental Consent. Recipient has obtained or will obtain all permits, licenses and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and the Project. These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) Prevailing Wage Requirements.
 - (a) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state “PWR”). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries (“BOLI”) under ORS 279C.815.
 - (b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 USC 3141 *et seq.*).
 - (c) Notwithstanding (2)(a) and (2)(b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (2)(a) or (2)(b) above.
 - (d) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI’s current List of Contractors Ineligible to Receive Public Works Contracts.
 - (e) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage

fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Grant funds under this Contract.

- (f) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Obligations. Recipient shall:

- (1) Provide financial status reports to OBDD for each calendar quarter of the Project. Reports are due no later than the end of the month following each calendar quarter. Reports must be in a format provided by or approved by OBDD and be completed in a manner determined acceptable by OBDD.
- (2) Provide performance / progress status reports to OBDD for each calendar quarter of the Project. Reports are due no later than the end of the month following each quarter. Reports must be in a format provided by or approved by OBDD and be completed in a manner determined acceptable by OBDD.
- (3) Provide final financial status and performance / progress status reports to OBDD about completion of the Project, due no later than the Project Closeout Deadline. The final reports must include totals of all Project expenditures; Recipient's certification that the Project is complete and all payments have been made; and a copy of a certificate of substantial completion or occupancy; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion. Reports must be in a format provided by or approved by OBDD and be completed in a manner determined acceptable by OBDD.
- (4) Complete the Project according to the Project Description in Exhibit B and the Project Budget in Exhibit C, unless otherwise allowed in writing in advance by OBDD.
- (5) Complete the Project, including any cost overruns, using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided by OBDD through this Contract.
- (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
- (7) Permit OBDD to conduct field engineering and inspection of the Project at any time.
- (8) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction. Recipient shall cause the work on the Project to be done so that at completion of the Project the Project's seismic safety performance level will be at immediate occupancy as defined in OAR 123-051-0200(12).

- E. Use of Project. During the Project and for a period of ten years after the Project Completion Date, the Project must be used for its existing purposes. In the case of sale, lease, exchange, abandonment, transfer or other disposition of any substantial portion of or interest in the Project to another party, Recipient shall include, in any contract or instrument that transfers interest in the Project, language in form and substance satisfactory to OBDD, that requires such continued use.
- F. Operation and Maintenance of the Project. During the Project and for a period of ten years after the Project Completion Date, Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long-term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- G. Insurance, Damage. During the Project and for a period of ten years after the Project Completion Date, Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD, not to exceed the Grant Amount, unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- H. Sales, Leases and Encumbrances. During the Project and for a period of ten years after the Project Completion Date, unless specifically described in Exhibit B, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require payment of OBDD's costs related to such consent and be conditioned upon receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any State Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Recipient shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall repay the Grant Amount immediately upon demand by OBDD, unless otherwise agreed by OBDD.
- I. Condemnation Proceeds. During the Project and for a period of ten years after the Project Completion Date, if the Project or any portion is condemned, within 30 days of receipt of any condemnation proceeds, Recipient shall pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing.
- J. Financial Records. Recipient shall keep accurate books and records for the use of the Grant, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time.

- K. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD: (1) to inspect, at any reasonable time, the property, if any, constituting the Project; and (2) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as OBDD may reasonably require.
- L. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project, or the Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Contract or applicable law. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- M. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- N. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran-owned businesses and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- O. Notice of Default. Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. (1) Contributory Liability and Contractor Indemnification—Tort Claims.
- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a party to this Contract (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third-Party Tort Claim. If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative

intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (b) Recipient shall take all reasonable steps to require each of its contractors that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of such contractor or any of the officers, agents, employees or subcontractors of the contractor ("Contractor Tort Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

(2) Indemnity; Release—Claims Other Than Torts.

- (a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 7P.(1) above to the extent not prohibited by law, Recipient shall defend, indemnify, save and hold harmless and release the State of Oregon, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards, including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, or the Project, PWR, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction.
- (b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this Section are not to be construed as a waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

- Q. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended

to be granted by this Contract.

R. Exclusion of Interest from Federal Gross Income and Compliance with Code.

- (1) Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Grant if it finds that the federal tax exemption of the Bonds cannot be assured.
- (2) Recipient shall not, without prior written consent of OBDD, permit any portion of the Project to be used in such a way that could result in the State of Oregon receiving direct or indirect payments or revenues (excluding generally applicable taxes) from any use of the Project.
- (3) Recipient shall not directly or indirectly use any of the Grant proceeds to make or finance loans.
- (4) Upon OBDD's request, Recipient shall furnish written information regarding the Project, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Bonds.
- (5) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Bonds, the covenants contained in this subsection and in Section 7L. will survive the payment of the Bonds, and the interest thereon, including the application of any unexpended Grant proceeds. Recipient acknowledges that the Project may be funded with proceeds of the Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Bonds from gross income for federal income tax purposes.

SECTION 8 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project, or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 – REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD's commitment and obligation to make any further disbursements of the Grant under this Contract.
 - (2) Barring Recipient from receiving future awards.

- (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
- (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- (5) Terminating the Contract.

If, as a result of Recipient's default, OBDD demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, such amount is due and payable upon demand. OBDD may deduct the amount demanded from any payment due from OBDD or any other agency of the State of Oregon to Recipient, including but not limited to, any payment to Recipient from OBDD under this Contract and any payment to Recipient from OBDD under any other contract or agreement, present or future, between OBDD or any other agency of the State of Oregon and Recipient.

- B. Application of Moneys. Any moneys collected by OBDD pursuant to Section 9A. will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's sole remedy will be for disbursement of the Grant for Costs of the Project, not to exceed the Grant Amount, less any claims OBDD has against Recipient.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
 - (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.

- (5) Recipient hereby approves and consents to any assignment or transfer of this Contract that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD, the Oregon Infrastructure Authority, the grant committee established under ORS 401.910(2) or their respective agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, OR 97301-1280

If to Recipient: City Administrator
City of Rogue River

Physical Address: 133 Broadway Street
Rogue River, OR 97537

Mailing Address: P.O. Box 1137
Rogue River, OR 97537

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURE TO FOLLOW BELOW

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



CITY OF ROGUE RIVER

By: _____
Edward Tabor, Infrastructure and
Program Services Director

By: _____
Ryan Nolan, City Administrator

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman as per email dated 25 June 2026
David Berryman, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 401.910, as amended and OAR Chapter 123, Division 51, as amended (Oregon Seismic Rehabilitation Grants Program).

“Award” means the award of financial assistance to Recipient by OBDD dated 28 May 2026.

“Bonds” means the bonds issued pursuant to Article XI-N of the Oregon Constitution, 2026 Series C for seismic rehabilitation, with an initial maturity date of June 1, 2027, a portion of the sale proceeds of which are funding the Grant.

“CFR” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“ORS” means the Oregon Revised Statutes.

“Private Person” means any person or entity other than a state or local governmental unit or an individual not acting in a trade or business. Accordingly, a Private Person would include the federal government, for-profit organizations, non-profit organizations, and individuals who are acting in a trade or business capacity.

“Private Use” means, subject to certain exceptions, the use of a portion or all of the Project by a Private Person if such use is other than as a member of the general public. Private Use can include ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management contract, service or incentive payment contract, output contract, naming rights contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use by employees of Recipient solely in their capacity as employees ordinarily will not be considered Private Use.

“Project Completion Date” means the date on which Recipient completes the Project.

“Project Costs” means expenditures incurred by Recipient that are (a) reasonable, necessary and directly used for the Project, (b) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, and (c) eligible or permitted uses of the Grant under law, including but not limited to the Act, and this Contract. Project Costs do NOT include internal costs charged to the Project by Recipient or payments made to Related Parties, do NOT include loans or grants to be made to third parties, and may not include the payment of principal or interest due on interim financing for the Project. In addition, Project Costs do NOT include the demolition and rebuild of an existing critical public building, partial rehabilitation of a building that does not holistically address all known seismic deficiencies, as defined in OAR 123-051-0200(11), or reimbursement for already budgeted staff and routine or ongoing expenses of the Recipient.

“Related Parties” means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

EXHIBIT B - PROJECT DESCRIPTION

Recipient shall design and construct a seismic rehabilitation project for its Rogue River Police Department to bring the building to the Basic Performance Objective for Existing Risk Category IV buildings, including but not limited to structural and non-structural deficiencies of the building described in the engineering assessment submitted as part of its application, which is incorporated by reference.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Estimated Other / Matching Funds
Architectural / Engineering	\$219,621	\$0.00
Construction Management	\$45,000	\$0.00
Construction	\$1,100,990	\$0.00
Relocation	\$38,481	\$0.00
Contingency	\$213,784	\$0.00
Total	\$1,617,876	\$0.00



*Serving Southern Oregon
Since 1948*

Southern Oregon Sanitation Inc.

May 29, 2026

Mr. Ryan Nolan

Via email only: rnolan@cityofrogueriver.org

City of Rogue River

Rogue River, OR 97537

RE: Section 9.1 – Assignment or Sale of Franchise

Dear Mr. Nolan,

The owners of Southern Oregon Sanitation, Inc. have received an offer from Waste Connections US Holdings, Inc. (“Waste Connections”) to purchase more than 50% of the stock of Southern Oregon Sanitation, Inc. The transaction is anticipated to close on August 1, 2026. In accordance with Section 9.1 of our Solid Waste Collection Franchise Agreement (the “Franchise Agreement”), we respectfully request that the City of Rogue River consent to the resulting change in control of Southern Oregon Sanitation, Inc. For the sake of clarity, Southern Oregon Sanitation, Inc. will remain as the party to the Franchise Agreement and the legal entity that provides all services required by the Franchise Agreement.

Waste Connections is the third-largest solid waste company in the United States and has the financial and operational capacity to meet all requirements outlined in Section 9.1 of the Franchise Agreement. Waste Connections has agreed to cause Southern Oregon Sanitation, Inc. to continue to comply with all provisions of the Franchise Agreement. Additionally, Waste Connections and Southern Oregon Sanitation, Inc. intend to continue maintaining a local offices with customer service representatives based in Jackson County and Josephine County.

Importantly, Waste Connections and Southern Oregon Sanitation, Inc. intend to maintain the employees currently serving the community, ensuring continuity of service and maintaining the strong relationships that have been built locally.

We would appreciate your prompt response to this request. Please let us know if you anticipate scheduling a workshop or meeting so that we may be available to answer any questions you or the City Council may have.

Sincerely,

Trent Carpenter

President and CEO

Southern Oregon Sanitation, Inc.



Memo

To: City Council
From: Ryan
Date: July 23, 2026
Re: Sale of Sold Waste Franchise Holder

BACKGROUND

On May 29th Southern Oregon Sanitation sent the City written notice notifying the City that they intended to sell more than 50% of their stock to Waste Connections US Holdings, Inc. This company currently owns subsidiaries that operate in Brookings, Gold Beach, Port Orford, Portland, Gresham, Clackamas County, Estacada, and numerous other communities.

FINDINGS

The sale of the current Franchisee is covered in Section 9.1 of the current Franchise Agreement:

SECTION 9 MISCELLANEOUS

- 9.1 **Assignment or Sale of Franchise** - This franchise shall not be sold, assigned or transferred, either in whole or in part, in any manner, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person without the prior written consent of the Council, said consent shall not be unreasonable withheld.

The term "assignment" shall include, but is not limited to (i), a sale, exchange or other transfer to a third party of substantially all of Contractor's assets dedicated to providing collection service under this Agreement; (ii) a sale, exchange or other transfer of 50 percent or more of any stock issue of Contractor; (iii) any reorganization, consolidation, merger recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of 50 percent or more of the value or voting rights in any stock issue of the Contractor and (iv) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership; notwithstanding the foregoing, the term "assignment" shall not include any change ownership or control of the Contractor to immediate members of the same families in which such ultimate ownership and control resides as of the Effective Date.

If Contractor requests City's consideration of and consent to an assignment, City shall act on such request within a reasonable time and shall not unreasonably refuse to approve an assignment of the Franchise to an assignee with sufficient knowledge, experience and financial resources so as to be able to meet the obligations of the Contractor herein. The Council's consent shall be based upon the proposed assignee financial capability, technical ability, legal qualifications, demonstrated ability, and experience, to comply with the terms of the Agreement as determined by the City, and must agree to comply with all provisions of the Agreement, including all services regularly performed by the company but not necessarily designated herein. The City shall be deemed to have approved the proposed transfer or assignment in the event that its consent is not communicated in writing to the Contractor within 60 days following receipt of written notice of the proposed transfer or assignment.

Staff have found no reason to be concerned about the new owners ability to continue with the terms of the franchise agreement.

RECOMMENDATION

It is recommended that the Council authorize the City Administrator to consent to the sale in writing.

§ 2.05.040. Appointments.

The mayor will appoint commission, board, and/or committee members as needed, subject to approval of the city council. When filling vacancies on the city council, council members will be provided with all applications received and shall be given the opportunity to meet the mayor's appointee choice before voting to approve/disapprove. (Ord. 84-398-O § 4; Ord. 99-293-O § 8; Ord. 98-386-O § 2; Ord. 14-386-O § 2)



CITY OF ROGUE RIVER

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

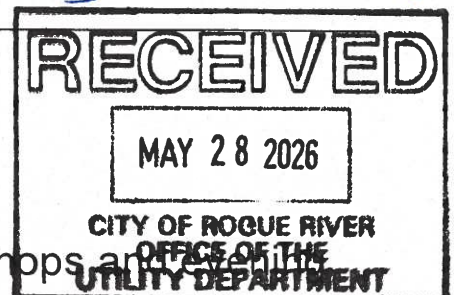
FOR OFFICE USE ONLY:
Date Received: 5/28/26 By: DRO

CITY COUNCIL APPLICATION

Name: Dee Copley Telephone 541.601.4374 home cell
Street Address: 401 Berglund work
Mailing Address: same pager
E-mail deecopley1@gmail cell
Are you a registered voter? yes
Occupation and Employer or Retired (prior occupation if retired) Realtor
part time (past general contractor) Remax Integrity
How long have you lived in Rogue River? 7
Have you served in a public office? yes If so, please designate the
office and dates of service Planning Commission 3+ years
Are you, or, any member of your immediate family presently employed by the City of
Rogue River? no If so, please specify

Why do you wish to serve on the City Council? I have enjoyed being
on the Planning Commission but I am ready to
step up. I enjoy learning something new every
day.

Signature D Copley Date 5.28.26



The City has historically held mid-day workshops and Council Meetings. Would holding all meetings and workshops in the evening increase your ability to volunteer?

no



We are an AA/EOE and comply with Section 504 of the Rehab. Act of 1973

CITY COUNCIL MEETING PACKET

JULY 23, 2026

"Proud of the National Rooster Crowing Contest"

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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.

NEEDS CC Approval

Which Park
Rooster



CITY OF ROGUE RIVER

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

Rooster PARK PAVILION RESERVATION NO. 26-024

Reservation Date: Aug 22, 2016 Name of group/party: Music in the Park
Name of person making deposit: Brenda Gordon
Address: 18045 E Evans Cr Rd Cell/Home: 801-210-6440
Rogue River 97537 Business: _____
(Please provide an address for deposit return if different from listed above)

Arrival time: 10AM Departure Time: DUSK (Area must be vacated by sunset unless otherwise indicated)

Rehearsal Date/Time: N/A Wedding Ceremony Time: _____

Anticipated number of people attending the event: 41-200 Amplified music (large speakers): ☒ Yes ☐ No

Special considerations/equipment/electricity: Need electricity

Parking/Traffic Plan: People coming/going throughout this time

Area reserved must have a representative of the group on the site by the time listed above.
Area not occupied by representative by stated arrival time shall be declared open to the public.

**ALL OTHER AREAS OF THE PARK ARE OPEN TO OTHER VISITORS,
AND PROTECTED UNDER ORS 105.682 - RECREATIONAL IMMUNITIES**

Damage/Cleaning Deposit: \$100.00

Entire Park Reservation Fee: \$500.00

*requires City Council Approval; 10 days prior to mtg

Date paid: 6/23/26 Amount: 100.00 Receipt # See Attached (20)

Date paid: _____ Amount: _____ Receipt # _____

Date submitted: _____ Park Requested: _____

If the event is canceled less than thirty (30) days from the reservation date, all fees will be retained by the City.

PLEASE BE ADVISED THAT PARKING IS LIMITED - (be sure to read parking information provided with application)
over 20 attendees requires a Parking/Traffic Plan to be submitted

IN CASE OF EMERGENCY DIAL 911, OR CALL PUBLIC WORKS AT 541.659.6144

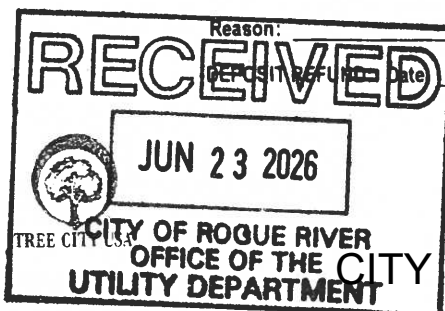
Applicant's Signature: Brenda S. Gordon Date: 6/23/26 E-Mail Address (print clearly): Brenda@erbranches.com

For Office Use Only:

CANCELLATION Date: _____ Name: _____ Phone: _____

Reason: _____ Taken by: _____

Check #: _____ Amount: _____ Auth: _____



We are an AA/EOE and comply with Section 504 of the Rehab. Act of 1973

"Home of the National Rooster Growing Contest"



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CITY COUNCIL MEETING PACKET

JULY 23, 2026

PARK RESERVATION REPORT
(For Public Works Use Only)

RESERVE SIGN INSTALLED: YES ____ NO ____

POWER ON: YES ____ NO ____

CONDITION OF PARK BEFORE EVENT:

RESTROOMS _____

PICNIC AREA _____

POWER _____

PARKING LOT _____

TRASH _____

COMMENTS: _____

EMPLOYEE SIGNATURE

DATE

CONDITION OF PARK AFTER EVENT:

RESTROOMS _____

PICNIC AREA _____

POWER _____

PARKING LOT _____

TRASH _____

VANDALISM - EXPLAIN: _____

OTHER COMMENTS: _____

EMPLOYEE SIGNATURE

DATE

For Office Use Only:

REFUND: YES ____ NO ____ DATE _____ APPROVED BY: _____

F:\FORMS\Park Reservation Form

Which Park

ROOSTER



CITY OF ROGUE RIVER

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

PARK PAVILION RESERVATION NO. 26-019

Reservation Date: 10-10-26 Name of group/party: AMMERMAN FAMILY REUNION
Name of person making deposit: MITCH BANKS
Address: 271 Savage Ck Rd Grants Pass Cell/Home: 541 761 3501
Business: _____

(Please provide an address for deposit return if different from listed above)

Arrival time: 1 PM Departure Time: 9:00 PM (Area must be vacated by sunset unless otherwise indicated)

Rehearsal Date/Time: _____ Wedding Ceremony Time: _____

Anticipated number of people attending the event: 200 MAX Amplified music (large speakers): Yes ☒ No ☐

Special considerations/equipment/electricity: ELECTRICITY FOR MUSIC, POP-UP SHADE AWNING,
LIVE BAND, SOURCE HOUSE, PHOTO BOOTH

Parking/Traffic Plan: Columbia Park

Area reserved must have a representative of the group on the site by the time listed above.
Area not occupied by representative by stated arrival time shall be declared open to the public.

**ALL OTHER AREAS OF THE PARK ARE OPEN TO OTHER VISITORS,
AND PROTECTED UNDER ORS 105.682 - RECREATIONAL IMMUNITIES**

Damage/Securing Deposit: \$100.00
Parks Reservation Fee: \$500.00
Requires City Council Approval; 10 days prior to mtg

Date paid: _____ Amount: _____ Receipt # _____
Date paid: _____ Amount: _____ Receipt # _____
Date submitted: _____ Park Requested: _____

will pay when CC decides

If the event is canceled less than thirty (30) days from the reservation date, all fees will be retained by the City.

PLEASE BE ADVISED THAT PARKING IS LIMITED - (be sure to read parking information provided with application)
over 20 attendees requires a Parking/Traffic Plan to be submitted

IN CASE OF EMERGENCY DIAL 911, OR CALL PUBLIC WORKS AT 541.659.6144

Mitch Banks
Applicant's Signature

6-8-26
Date

MITCH BANKS BFC@Gmail
E-Mail Address (print clearly)

For Office Use Only:

CANCELLATION Date: 6-8-26 Name: _____ Phone: _____

Reason: _____ Taken by: _____

DEPOSIT REFUND: Date: _____ Check #: _____ Amount: _____ Auth: _____



We are an AA/EOE and comply with Section 504 of the Rehab. Act of 1973

"Home of the National Rooster Crowing Contest"

CITY COUNCIL MEETING PACKET
JULY 23, 2026

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July 9, 2026 TCUSA meeting was called to order at 11:17am.

Old business:

1. City is planning on removing a row of trees on Classick Dr (age and fire hazard). We agree to recommend native trees to replace them. Need to know if irrigation will be available for the new trees and a timeline. Dee to follow up.
2. Tradin Crows monthly news to be determined. Sherri Moss or Dee? Dee to follow up.
3. Instead of a "secretary" maybe we need a liaison to the City Council? Dee to follow up.
4. Tree of Heaven issues we have been making the city aware of for about 8 years now needs to be followed up on. Jim to contact the neighbor and get permission from him in order to start the process.
5. Tree ID project has only 1 tag left to place. QR codes may be a winter project.
6. "How To" documents are being drafted for future members. A few are finished and in the TCUSA handbook that Chair Jim is organizing. Others are in process.

New business:

1. June/July work days are as usual on 2 Wednesdays. We had 3 workdays at Fleming Park and 1 at Palmerton. The gingko tree needs liquid fertilizer. JoAnn to research what is best for trees.
2. TCUSA calendar for Oct/Nov to remain the same. We will not meet during December.
3. Most of us get an email from OCT (Oregon Community Trees "Rooted in the Rogue") but we need to have everyone sign up for the ODF publications because they have opportunities for us to apply for grants and money to help with our projects. That way we will know what is available from ODF.
4. RR Press PSA's have been sporadic. Dee to follow up.
5. City Volunteer Forms have a group caveat: If volunteers are covered by an "entity" (Scouts, Church group, etc.) they are exempt from filling out the volunteer forms required by the City.
Jim to follow up with email to Ryan to confirm.
6. Helga met with Michael regarding budget issues. The arborist is going to do \$5850.00 of the TCUSA budget and is scheduled at the end of July.
7. Irrigation is still hitting tree trunks at Palmerton. Helga to follow up.
8. Volunteers who signed up at Rooster Crow will be contacted by Helga.

The meeting was adjourned at 12: 27.

Respectfully submitted,

Dee Copley