



AGENDA CITY COUNCIL

91136 N Willamette Street |

541-682-7852 | coburgoregon.org

Tuesday, April 11, 2023 at 6:00 PM

Join this meeting in-person at City Hall, or by Zoom. To participate by Zoom pre-register with the City by 3PM the day of the meeting. Council meetings recordings and live stream are available at coburgoregon.org

CALL THE CITY COUNCIL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR COMMENTS

City Council Vacancy - Consider Appointment

AGENDA REVIEW

CITIZEN TESTIMONY (*Sign up prior to meeting. Limit 3 minutes.*)

RESPONSE(S) BY CITY COUNCIL

CONSENT AGENDA (*Councilors may remove an item from the "Consent" agenda for discussion by requesting such action prior to consideration.*)

- [1.](#) Minutes March 14, 2023 City Council
- [2.](#) Minutes March 28, 2023 City Council Work Session

SPECIAL GUEST

ORDINANCES AND RESOLUTIONS

- [3.](#) **RESOLUTION 2023-03** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COBURG ALLOCATING AMERICAN RESCUE PLAN ACT FUNDS TO CERTAIN PROJECTS OF THE CITY
- [4.](#) **RESOLUTION 2023-04** AUTHORIZING A GRANT REQUEST TO OREGON WATER RESOURCES DEPARTMENT FOR THE PURPOSE OF FUNDING WATER PROJECTS

COUNCIL ACTION ITEMS

- [5.](#) Northcore USA LLC, Waterline Replacement Contract
- [6.](#) Cost of Living Adjustment FY 2023-24
- [7.](#) Lease Agreement West Point Lodge #62 (IOOF)

ADMINISTRATIVE INFORMATION REPORTS

- [8.](#) Utility Rate Increase
- [9.](#) Citizen Inquiry Quarterly Report
- [10.](#) Administration Monthly Report

COUNCIL COMMENTS

UPCOMING AGENDA ITEMS

Water & Sewer Rate Increase - **PUBLIC HEARING** 5/9 at 6PM
Police & Finance Quarterly Presentation
Premier RV Water Service

FUTURE MEETINGS

April 12 Heritage Committee
April 18 Park Tree Committee
April 19 Planning Commission
April 25 City Council Work Session - Homelessness
May 9 City Council

ADJOURNMENT

The City of Coburg will make reasonable accommodations for people with disabilities. Please notify City Recorder 72 hours in advance at 541-682-7852 or sammy.egbert@ci.coburg.or.us

All Council meetings are recorded and retained as required by ORS 166-200-0235.



MINUTES

Coburg City Council Meeting
March 14th, 2023 at 6:00 P.M.
91136 N Willamette Street
Hybrid Meeting in-person or via Zoom

MEMBERS PRESENT: Mayor Nancy Bell, John Fox, John Lehmann, Kyle Blain, Alan Wells (via Zoom, 6:15)

MEMBERS ABSENT: Cathy Engebretson

STAFF PRESENT: City Administrator Anne Heath, City Attorney Anee Davies, City Recorder Sammy Egbert, Chief of Police Larry Larson, Public Works Director Brian Harmon, Megan Winner, Coburg Planning

GUESTS: Russ Hayworth, Main Streets

RECORDED BY: Angela Kern, Lane Council of Governments (LCOG)

CALL THE CITY COUNCIL MEETING TO ORDER

Mayor Bell called the meeting to order at 6:02 pm.

PLEDGE OF ALLEGIANCE

Counselor Blain led the Pledge.

ROLL CALL

Ms. Egbert called roll. A quorum was present.

MAYOR COMMENTS

1. Arbor Day Proclamation

Mayor Bell proclaimed April 28th, 2023 as Arbor Day.

2. Child Abuse Prevention Proclamation

Mayor Bell proclaimed April, 2023 as Child Abuse Prevention Month.

AGENDA REVIEW

Ms. Egbert stated that the Council's red folders contained a staff report regarding an OLCC license for The Greenhouse on page 66, under Action Items. The Employee Housing Agreement listed under the Consent Agenda was moved to Action Items, as well.

CITIZEN TESTIMONY

- 3. Written Testimony Premier RV**
- 4. Written Testimony Chief Minter**

RESPONSE(S) BY CITY COUNCIL

None

CONSENT AGENDA

5. Minutes February 14, 2023, City Council

Councilor Lehmann requested that Item 5.1 be amended to read "Councilor Lehmann noted" rather than "she noted."

MOTION: Councilor Fox moved to accept the Consent Agenda as amended, seconded by Councilor Blain. The motion passed unanimously -- 4:0:0.

SPECIAL GUEST

7. Coburg Main Streets - Russ Hayworth

Mr. Hayworth gave an update on Main Street, noting it was now an established 501c3. He detailed current and upcoming projects and requested that the Council make a financial commitment of \$25,000 plus benefits for the position of Main Street Executive Director. He praised the work of Tracey Pugh.

8. Financial Consulting Solutions Group, Inc. - UTILITY RATE Presentation, Doug Gabbard

Mr. Gabbard presented a slide show detailing utility rate basics and what had changed in the rate analysis with the addition of the \$8.7 million water project.

Councilor Fox wondered why Springfield was not on the list of comparison rates. Mr. Gabbard did not know.

Councilor Lehmann asked if the projections included the subdivision. Ms. Heath said yes, but that the development was taking longer than originally anticipated.

Councilor Wells asked if the projection could be forecast further into the future to show a leveling off of costs. Mr. Gabbard explained that there were too many unknowns.

Councilor Lehmann requested to know the dollar amount per year on the debt service. Ms. Heath said she would provide the information.

After discussion, Council directed Staff to update the public on the rate increases being considered.

COUNCIL ACTION ITEMS

9. Junction City Intergovernmental Agreement for Police Chief

Chief Larson presented a request for one less 10-hour shift per week in order to lend assistance to Junction City Police Department. Rather than an IGA, the decision by consensus was that Chief Larson could take on the request as a personal service agreement for 3.5 months.

MOTION: Councilor Lehmann moved to permit Chief Larson to enter into a personal services contract with the city of Junction City for 20 hours per week, reducing his time in Coburg by 10 hours per week, for a period of 3.5 months, seconded by Councilor Blain. The motion passed -- 3:1:0. Councilor Fox voted nay, citing stretched resources.

10. Planning Commission Recommendations to Council

Ms. Winner presented the Planning Commission's recommendations that the City Council ensure that planned improvements to Macy St., N. Willamette St. and Harrison St. were completed before the developer connected the subdivision, and that the City Council formally address the issue of the intersection of N. Willamette and Van Duyn.

Mr. Harmon spoke to the recommendations.

Mayor Bell noted that the issues would be addressed by the Transportation Committee. No action was taken.

12. Budget Officer 2023-24

MOTION: Councilor Blain moved to appoint Ms. Anne Heath as Budget Officer, seconded by Councilor Fox. The motion passed unanimously -- 4:0:0.

13. Council Goals and Work Plan 2023-24

Ms. Heath relayed the Finance/Audit Committee's request to merge with the Budget Committee.

Mayor Bell noted that in Item 12, page 64, the word “law” should be corrected to “lawn.”

MOTION: Councilor Fox moved to adopt the preamble goals for fiscal year 2023-24 as amended, seconded by Councilor Blain. The motion passed unanimously -- 4:0:0.

9. Greenhouse OLCC License - 91070 N. Willamette

MOTION: Councilor Blain moved to recommend that OLCC grant The Greenhouse a full on-premises liquor license for the property located at 91070 N. Willamette, seconded by Councilor Fox. The motion passed -- 3:0:1. Councilor Wells recused himself from the vote.

9. Employee Housing Agreement - Stallings Lane

Ms. Heath proposed renting city-owned housing to Public Works employees.

MOTION: Councilor Lehmann moved to approve the employee housing agreement pending review by City attorney Anne Davies and City Administrator Anne Heath, seconded by Councilor Fox. The motion passed unanimously -- 4:0:0.

ADMINISTRATIVE INFORMATION REPORTS

14. Administration Monthly Report

Ms. Heath presented.

City Administrator recruitment would be open until April 10th.

Premier RV was invited to the March 28th work session.

Two candidates were being considered for the Finance Department.

15. Local Government Basics

Ms. Heath encouraged the Council to read the provided insert.

Councilor Blain asked for an update on Douglas Fiber. Ms. Heath said she would provide that information.

COUNCIL COMMENTS

16. Liaison Appointments 2023

Councilor Wells - Audit/Finance

Councilor Engebretson - Heritage, backup for ACT

Councilor Fox - Lane ACT, backup for Heritage

Councilor Blain - Planning Commission

Councilor Lehmann - Police
Mayor Bell - LCOG, MPO, Main Street, Park | Tree

ADJOURNMENT

Mayor Bell adjourned at 8:33 pm.

APPROVED by the City Council of the City of Coburg on this 11th day of April, 2023.

DRAFT

ATTEST: _____
Sammy L. Egbert, City Recorder

Nancy Bell, Mayor of Coburg



MINUTES

Coburg City Council Work Session

March 28th, 2023 at 6:00 P.M.

91136 N Willamette Street

Hybrid Meeting in-person or via Zoom

MEMBERS PRESENT: Mayor Nancy Bell, John Fox, Cathy Engebretson, John Lehmann, Alan Wells, Kyle Blain (via Zoom)

STAFF PRESENT: City Administrator Anne Heath, City Recorder Sammy Egbert, Public Works Director Brian Harmon, Megan Winner, Coburg Planning

GUESTS: Paul Williams, Premier RV; Tony Favreau, The Favreau Group

RECORDED BY: Angela Kern, Lane Council of Governments (LCOG)

CALL THE WORK SESSION TO ORDER

Mayor Bell called the meeting to order at 6:00 pm.

ROLL CALL

Ms. Egbert called roll.

WORK SESSION DISCUSSION TOPICS

1. Premier RV Resort - Water Service

Mr. Williams reiterated that it had been a long wait for water and reminded the Council of the history of Premier RV's annexation. He then introduced his engineer, Tony Favreau.

Mr. Favreau suggested boring under the wetland and placing a 4-inch line, which would connect the 12-inch city line under I-5 to a 2- or 3-inch meter connected to the RV park's existing system. The park would then have two separate systems, one for potable water and one for irrigation. No holding tanks would be used. Usage was expected to be approximately 190,000 gallons per day, thus necessitating a 4-inch pipe. No upline drop in pressure was anticipated for the City.

Mr. Harmon and Mr. Favreau discussed placement and other technical details.

Mayor Bell inquired about the timeline and cost to the City. Mr. Harmon said that while it was not known when the permits would be approved by the state, he expected to begin in July. He stated that the cost to the City should be less than \$10,000.

Ms. Heath requested that Mr. Williams provide the Council with an ask. Mr. Williams referred the Council to the written proposal submitted on January 30, 2023.

Mr. Williams wondered what he could do to facilitate a more rapid response from the state. Ms. Heath suggested that he reach out to the Regional Solutions Team.

Mayor Bell agreed to provide Mr. Williams with monthly updates and said he would be notified when the permits were approved.

2. Alley Encroachment and Vacation

Ms. Winner presented the Alley Analysis Update as a slideshow. She explained that the map of alleys was color-coded to indicate those to retain, those with the potential to vacate, and those that needed more research. There were fourteen alleys which needed to be retained and seven which could potentially be vacated.

Ms. Winner noted that Vacation was a Type II legislative land use process and must be agreed upon by all abutting properties and two-thirds of properties affected within 200 feet. She requested staff direction.

Councilor Fox asked how illegal dumping was handled. Ms. Heath said the response was complaint-driven, as Public Works did not have the resources to patrol the alleys. It was noted that Public Works was responsible for alley maintenance.

Mr. Harmon brought attention to three specific alleys, saying they served no purpose; Councilor Lehmann suggested that the triangle-shaped one on Macy be designated for storm-water management. He also proposed using TUF (Transportation Utility Fee) funds for clearing alleys.

There was prolonged discussion of the issues of encroachment, both partial and complete, in right-of-ways and easements as well as alleys.

The decision by consensus was to vacate no alleys.

Staff were requested to draft educational materials for inclusion in utility mailings, social media and the Our Town newsletter explaining property lines and the rules of alleys, right-of-ways and

easements. The materials would also cover the nuisance ordinance regarding illegal dumping and how to make a complaint.

Staff were also directed to draft a certified letter to property owners encroaching on alleys warning that the City was aware of the encroachment and outlining the City's rights to request removal of the encroaching items. The letter would note that the offending encroachment would be attached to the property's file.

The decision by consensus was to revisit the issue at the Council's next retreat.

3. Tree Fee

Ms. Heath presented, noting that the information was simply for the Council's consideration. She stated that the Tree Fee was \$2.00, with an annual revenue of approximately \$15,000, which was not sufficient to cover the cost of storm damage.

Suggested alternatives were the TUF, which would need to be amended, or the Gas Tax, which could not be amended but which was open to interpretation.

Councilor Lehman asked if there was a surplus in either of the suggested alternatives. There was no surplus in the Gas Tax and TUF was too new to ascertain an outcome.

Councilor Wells asked if the trees could be insured. Mr. Harmon explained that the City was not liable for damage to private property as long as the trees were properly maintained. He stated that the Tree Fee covered maintenance and removal.

Council Comments

Mayor Bell requested an update regarding feedback on the water rate increase. Ms. Heath said the response so far had been supportive. She said the information would be sent out again in the April utility bills.

ADJOURNMENT

Mayor Bell adjourned at 8:03 pm.

APPROVED by the City Council of the City of Coburg on this 11th day of April, 2023.

Nancy Bell, Mayor of Coburg

ATTEST:

Sammy L. Egbert, City Recorder

COBURG CITY COUNCIL MONTHLY REPORTS



TOPIC: Resolution 2023-03 allocating American Rescue Funds

Meeting Date: April 11, 2023

Staff Contact: Anne Heath

Contact: 541-682-7871, Anne.Heath@ci.coburg.or.us

REQUESTED COUNCIL ACTION:

Approval of Resolution 2023-03 allocating American Rescue funds

CITY COUNCIL GOAL

Responsible Fiscal Stewardship

BACKGROUND

As shared with Council in prior reports:

On March 11, 2021, President Joe Biden signed the American Rescue Plan. The Plan, also referred to as the Covid-19 Stimulus Package was a 1.9 trillion economic stimulus bill intended to speed up the United States' recovery from the economic and health effects of Covid-19 pandemic and the ongoing recession. Specifically, the bill provides funding for a wide range of programs directed at a state, local and private employment level. One important part of the bill provides that funds be directly issued to local government agencies in every state.

The City has received two installments equaling approximately \$260,000. The first in fiscal year 2022, and the second in the summer of fiscal year 2023.

At their January 2022 meeting, the City Council approved Resolution 22-02 allocating funds. A Copy of Resolution 22-02 is attached to this report. The resolution allocated the first half of the funds received including:

- **Design/Engineering of Public Works Shop**, which will house utility SCADA system - \$50,000 – The shop design, is nearly complete and the bills for the design will exceed \$50,000. This money is spent out.
 - **Bike Kiosk** –\$15,000 - spent out
 - **Coburg Chamber** –\$15,000 – spent out
 - **Main Streets/Economic Development** - \$40,000 – budgeted as part of Economic Development Budget and will be spent out if current fiscal year
-

- **Broadband Planning/Feasibility-** \$9,865 – \$2670 was committed as the match for the Fiber Consortium Grant. Remainder may be needed for I-T Equipment for the hook up at the plant.

UPDATE TO THE GUIDELINE ON EXPENDITURES OF THE FUNDS

As 2022 ended, Congress passed the final budget package for 2023, which provides the Treasury Department the necessary authority to restore live assistance to local governments with questions about the complex rules and requirements of the ARPA SLFRF program.

This service was dramatically scaled back in October of 2022 when funding ran short. Many cities needed support from Treasury during reporting periods to answer SLFRF questions, so restoring this capacity was essential.

Standard allowance election extension through April 2023

As outlined in the final rule, recipients had the option to make a one-time election to either calculate revenue loss according to the formula outlined in the final rule or elect a “standard allowance” of up to \$10 million, not to exceed the award allocation, to spend on government services throughout the period of performance.

Recipients were asked to make this election during the April 2022 reporting deadline. However, this did not give Cities enough time to provide analysis comparisons. Based on recipient feedback and in anticipation of additional questions related to the revenue loss election, **Treasury has decided to keep the Standard Allowance election portion of the reporting portal open for recipients through April 2023, which will permit recipients to update their prior revenue loss election.**

Upon update, the prior revenue loss election will be superseded. Treasury expects to keep this election opportunity open through the April 2023 reporting period to provide an opportunity for annual reporters (NEUs) to take advantage of this flexibility.

Recipients continue to be required to use the same methodology across the period of performance (i.e., choose either the standard allowance or the regular formula), and may not elect one approach for certain reporting years and the other approach for different reporting years.

ARPA Flex provision

The ARPA Flex provision provides additional flexibility for states, tribes, and local units of government to spend up to \$10 million or 30% of the total ARPA funds received on the following newly eligible SLFRF grant expenditures:

- Spending to provide **emergency relief from natural disasters**, including temporary emergency housing, food assistance, financial assistance for lost wages, or other immediate needs.
- Spending on **transportation infrastructure** eligible projects and matching funds.
- Spending on any program, project, or service that would also be eligible under the Department of Housing and Urban Development’s **Community Development Block Grant program** of which the national objectives are:
 - Benefits persons of low and moderate incomes
 - Eliminates slum and blight
 - Meets an urgent need of recent origin that threatens public health and safety

The City has until 2026 to spend all funds. However, they must be allocated no later than December 2024

BUDGET

Un-allocated funds should be discussed and included in the FY 2023-24 budget, or allocated to loss revenues of the City. These are still to be determined, but are likely in Power Franchise Revenues. More analysis is needed for this.

RECOMMENDATION

The follow recommendation for Council consideration for the 2023 American Rescue Funds Available.

Lost Revenues Reimbursement:	
Franchise Fees	\$ 65,000
Tourism/Transient Room Tax	<u>15,000</u>
Total Lost Revenue to General Fund	\$ 80,000
Main Street/Economic Development Support	
Salary Contribution Main Street Coordinator	\$ 25,000
Medical Insurance Contribution	<u>10,200</u>
	\$ 35,200
Emergency Fuel Island – Operations Center	<u>\$ 14,737</u>
Total Allocation	<u>\$129,937</u>

Other options for funding could include:

- Street Projects - North Willamette – Safe Route to Schools Connection
- Supporting the Food Bank for Funding of Storage Building

These are just a few ideas and the Council may wish to have a further discussion on this matter.

It is recommended that the allocated funds are part of the FY 2023-24 Budget cycle

ALTERNATIVE

The Council may elect to fund an alternative project that fits within the allowable allocation of the American Rescue Funds.

ATTACHMENTS

- Resolution 2023-03
-

RESOLUTION 2023-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COBURG ALLOCATING AMERICAN RESCUE PLAN ACT FUNDS TO CERTAIN PROJECTS OF THE CITY

WHEREAS, on March 11, 2021, the United States Congress passed the American Rescue Plan Act of (ARPA), which provides fiscal relief funds to State and Local Governments, and other program areas for the purpose of mitigating the continuing effects of Covid-19 Pandemic; and

WHEREAS, ARPA is intended to provide support to local governments in responding to the impact of COVID-19, and in their efforts to contain COVID-19 in their communities, residents, and businesses; and

WHEREAS, the United States Department of Treasury has adopted the interim final rule as guidance regarding the use of ARPA Funds; and,

WHEREAS, on August 31, 2022, the State of Oregon deposited \$130,000 received from United States Department of Treasury on behalf of the City of Coburg as the second payment of funds; and,

WHEREAS, this resolution is intended as a statement of intent of the City Council to allocate this tranche of the City’s ARPA Funds in accordance with Federal Law and guidance, for the current critical needs and priorities for which there is consensus as follows:

- Lost Revenues for Franchise Fees and Tourism/Transient Room Tax \$ 65,000
 - Main Street/Economic Development support of Main Street Coord. 35,200
 - Emergency Fuel Island – Operations Center 14,737
- \$129,937**

NOW, THEREFORE, BE IT RESOLVED by the City Council or the City of Coburg the adoption of the allocation of ARPA Funds in the amount of \$129,937

Adopted by the **City Council** of the **City of Coburg**, Oregon, by a vote of __ for and __ against, this 11th day of April, 2023.

Nancy Bell, Mayor

ATTEST:

Sammy L. Egbert, City Recorder



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Resolution 2023-04: Authorizing a Grant Proposal Oregon Water Resources Department

Meeting Date: April 11, 2023

Staff Contact: Anne Heath

Contact: [Anne L. Heath, anne.heath@ci.coburg.or.us](mailto:anne.heath@ci.coburg.or.us)

541-682-7871

REQUESTED COUNCIL ACTION

Approval of Resolution 2023-04, a resolution authorizing the application to Oregon Water Resources Department for the purpose of funding portions of the Water Master Plan.

Suggested motion:

I move to approve Resolution 2023-04, authorizing a Grant Proposal to the Oregon Water Resources Department for the purpose of funding water projects.

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

Livability, Health, and Vitality

Utilities and Infrastructure

Fiscal Management

BACKGROUND

The City of Coburg adopted the Water Master Plan in July, 2016 and began construction projects in 2019.

The City applied for and received funding for 5.5 million dollars for water project funding. However, over the last few years the cost of completing the water project has increased dramatically. An additional six to eight million dollars is needed to fund the project to completion.

This grant application will focus on the rehabilitation of the existing wells, SCADA control upgrades, as well as the rehabilitation of the existing reservoirs.

The work of these three projects is scheduled for late 2023-2024 through 2024-2025.

BUDGET

The total cost of these three projects is estimated at \$2,535,378. The grant requires a City match of at least 25%. The City match would be approximately \$535,378.

PUBLIC INVOLVEMENT

Multiple opportunities including:

1. Hearing when water master plan was developed and adopted
 2. Opportunities for public comment on water fees
 3. Numerous public engagement newsletters and information regarding the water project.
-

ALTERNATIVE

To not file the grant and seek other funding that could result in loans and long-term debt to the City.

ATTACHMENTS

- A. Resolution 2023-04 a resolution authorizing grant proposal to Oregon Water Resource Department for the purpose of funding water projects.
 - B. Oregon Water Resource Grant Funding Fact Sheet
-

REVIEWED BY:

Sammy Egbert, City Recorder

RESOLUTION 2023-04

A RESOLUTION AUTHORIZING A GRANT REQUEST TO OREGON WATER RESOURCES DEPTARMENT FOR THE PURPOSE OF FUNDING WATER PROJECTS

WHEREAS The City Council of the City of Coburg finds:

- A. The Coburg water system is a community water system as defined in Oregon Administrative Rule 123-049-0010.
- B. The water projects were adopted through the Water Master Plan in July, 2016.
- C. The City has determined that the well rehabilitation project as well as the rehabilitation of the City water reservoirs are critical projects of the City
- D. The cost of the Water Project has increased dramatically in the last two years, and the City must seek funding that does not result in long-term debt in order to maintain the fees that must be charged to the community.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Coburg

- 1. Financing Loan Authorized. The City Council authorizes the City Administrator to sign a grant request to Oregon Water Resources for the Funding of Water Master Plan Projects in the amount of \$2,000.000
- 3. Additional Documents. The Mayor/City Administrator is hereby authorized to enter into contracts with Oregon Water Resource Department for the acceptance of grant funding if awarded

Adopted by the **City Council** of the **City of Coburg**, Oregon by a vote of ___ for and ___ against, this 11th day of April, 2023.

Nancy Bell, Mayor

Attest:

Sammy Egbert, City Recorder

OREGON

WATER RESOURCES
DEPARTMENT

2023 GRANT SOLICITATION

WATER PROJECT GRANTS AND LOANS

GRANT APPLICATION INSTRUCTIONS

Document Purpose

This document explains how to fill out a **grant** application for the Oregon Water Resources Department's (Department) **Water Project Grants and Loans**. This funding source provides grants and loans to evaluate, plan, and implement instream and out-of-stream water supply projects that have economic, environmental, and social/cultural benefits. Eligible projects include conservation, reuse, flow restoration and protection, above-ground storage, below-ground storage, and water infrastructure.

Contact

If you have any questions about Water Project Grants and Loans, or wish to set up a pre-application conference, please contact us by email at WRD_DL_waterprojects@water.oregon.gov or by phone at 971-301-0718.

General Instructions

All answers to application questions should be prepared in a clear, comprehensive, and thorough manner. Your application should provide confidence that, if funded, the proposed project would be successfully completed and achieve the public benefits described. Incomplete applications will not be eligible for funding. Attention to accuracy and completeness in your answers will assist the Technical Review Team's evaluation of project proposals.

Applicants are discouraged from submitting information considered proprietary unless it is deemed essential for proper evaluation of the application. Please note that eligible and complete applications will be posted on the [Water Project Grants and Loans webpage](#).

Pre-Application Conference

We encourage you to request a pre-application conference with the Department before submitting your grant application. The purpose of a pre-application conference is to answer your questions, identify additional information needed or issues with project eligibility, and connect you to other resources. Potential applicants will also leave the conference with information on the procedural and substantive requirements of an application as well as the application scoring system. Learn more and download a grant pre-application conference checklist available at the Water Projects Grants and Loans, [Applications, Forms and Guidance](#) webpage.

Application Checklist Instructions

Use the checklist provided in the application document to ensure that your application is complete. An incomplete application will be deemed ineligible for further review and consideration. Checklist sections A and B must be completed, and the checklist signed in order for your application to be considered complete.

All attachments to the application must be numbered and labeled on a cover sheet and should be included in the checklist. Ensure attachments meet the criteria identified in the application instructions or Guidance on Budget Procedures and Allowable Costs. For all attachments ensure documentation meets any criteria identified in the application instructions or Guidance on Budget Procedures and Allowable Costs. For “other” optional attachments in excess of the three required, include a supplemental list. Consider including optional attachments only if the document is referenced specifically in the application or if it provides specific information needed to supplement an answer to the application questions.

Grant Application Instructions

Download the grant application and other program resources, at the [Water Projects Grants and Loans Applications, Forms and Guidance webpage](#), and complete each section following the instructions.

I. Project Information

Project Name: Please choose a project name which refers to the general location and describes the project type. Use of the applicant name/entity should be avoided (see Table 1 for suggestions).

Table 1. Tips for project names

Avoid	Choose Instead
City of Somewhere Wastewater Reuse	[Geographic location] Wastewater Reuse Project
[Farm Name] Above-Ground Storage	[Location, Road, Nearest surface water name, or Landmark], Above-Ground Storage Project

Project Type: Please choose the appropriate project type(s) for your project. Your application may include a combination of project types if applicable, for instance “Conservation” and “Above-Ground Storage.” Refer to Table 2 (below) for descriptions of the eligible project types.

Table 2. Examples of eligible project types

Project type description
Conservation – A project which eliminates waste or otherwise improves water use efficiency. Efficiencies may be achieved by modifying the technology or method of diverting, transporting, applying or recovering water.
Reuse – A project that reuses wastewater for specific beneficial purposes such as irrigation of crops and pasturelands, irrigation of urban landscapes, industrial cooling, dust control, street sweeping, and artificial groundwater recharge. Sources of wastewater may include graywater (shower and bath wastewater, bathroom sink water, kitchen sink wastewater and laundry wastewater), recycled water (treated effluent from a municipal wastewater facility) and industrial wastewater (treated effluent from an industrial process, manufacturing, business, or the development/recovery of a resource).

<p>Above-Ground Storage – An above-ground storage project stores water in a reservoir. The project may expand an existing reservoir or develop a new reservoir.</p>
<p>Below-Ground Storage – A below-ground storage project stores water in an underground aquifer. Techniques include injection of treated water through a well into an aquifer or passive infiltration of water into a shallow aquifer for later recovery of the water.</p>
<p>Flow Restoration and Protection – A project that restores instream flow to address needs like instream demands of aquatic species, ecological concerns, geomorphologic processes and water temperature issues. Flow restoration can be achieved by allocating water instream or altering reservoir releases.</p>
<p>Water Infrastructure – A project that creates new, expanded, improved or altered water distribution, conveyance or delivery systems utilizing newly developed or existing water sources. Pump stations, piping, and metering systems are included as qualifying projects.</p>
<p>Other – Other water resource development projects not captured in the categories above that result in economic, environmental, and social/cultural public benefits, such as the development of a seasonally varying flow, modifying project operations, etc.</p>

Grant Funding Request: The grant funding request amount represents the total amount of grant funding you are applying for from the Department to complete a project. Write the grant funding request amount in the space provided.

Match Funding: Match funding is required. Match funds may be composed of in-kind or cash match funds and must be at least 25% of the grant funding request. Write the total amount of the match funding in the space provided.

Total Cost of Project: The total cost of the project is the full amount of funding (i.e., total of requested funds and matching funds) needed to complete the project. Write the total cost of the project in the space provided.

II. Applicant Information

“Applicant” means the person, Indian Tribe, or non-profit organization applying for funds who would serve as the funding recipient and legally responsible entity in the event of a successful award.

“Person” includes individuals, corporations, associations, firms, partnerships, joint stock companies, public and municipal corporations, political subdivisions, the state and any agencies thereof, and the federal government and any agencies thereof [ORS 536.007].

“Indian Tribe” is a federally recognized Indian Tribe in Oregon that has members residing on a reservation or tribal trust lands in Oregon [ORS 391.802].

“Non-Profit Organization” is an organization that uses surplus revenues to achieve its goals rather than distributing them as profits or dividends [OAR 690-093-0020(9)].

“Co-Applicant” means a legally responsible entity partnering with the applicant on the project. In some cases, an organization may apply on behalf of or in partnership with a landowner or other group that holds a property easement (e.g. irrigation district). In these instances, the organization may serve as the applicant, coordinate construction of the project, and then turn over the project to another entity that

will operate and maintain the project. In these cases, the Department recommends that prior to applying for funding, the applicant carefully consider common agreement conditions in order to determine they are willing to serve as the sole party legally responsible for all conditions or if the landowner/easement holder could be “Co-Applicant” and responsible for some/all of the conditions as well. Example conditions to consider include those found in Exhibit A of the example grant agreement, such as: Taxes and Assessments, Utilities; Annual Reports; Operation and Maintenance of the Project; Measurement and Reporting; Signage; Inspections, Information; and Records and Inspection. Please contact the Department if you have any questions.

“Principal Contact” means the applicant or applicant representative to serve as the primary contact for all proposed project and application information.

“Fiscal Officer” means the individual tasked with the daily oversight on how the funds are spent and managed. This oversight includes ensuring funds are budgeted, processes and controls are in place, transactions are recorded and reported properly, and that expenditures are in conformity with the budget.

Certification: The person or people with authority to submit the application for funds should sign to indicate the application is complete and accurate. The signature also certifies that the applicant (and co-applicant, if applicable) is aware of the requirements to receive funding, has read and is aware of the conditions in the example grant agreement (available at the [Water Project Grants and Loans, Applications, Forms, and Guidance webpage](#)), and is prepared to implement the project, if awarded funds. Please provide the date of signature, printed name, and professional title.

III. Eligibility

1. **Select applicant entity type for both applicant and co-applicant (if applicable).**
2. **Does the project address an instream and/or out-of-stream water supply need and result in project implementation?**

Check “Yes” or “No”. Please note that if you select “No” then the project is not eligible for this funding opportunity. To be eligible for funding, a project must address an instream and/or out-of-stream water supply need and result in project implementation.

3. **Provide a brief, one to two paragraph description of the water supply need that the project intends to address. Please reference (and attach) supporting data or reports that document the need.**

Describe in no more than 1-2 paragraphs what water supply need that the project will meet if implemented. Be specific in describing the instream and/or out-of-stream water need(s) to be addressed by the proposed project. Water supply needs may include, but are not limited to, economic development, environmental benefit, agriculture, municipal use, water quality protection, and augmentation of instream flows. Please reference (and attach) supporting data or reports that document the need.

4. **Is either the Applicant or Co-Applicant required to have a Water Management and Conservation Plan?** Check “Yes” or “No.”

If yes, has the plan been submitted to the Water Resources Department and received approval?


Check “Yes” or “No”. Pursuant to ORS 541.659 if an applicant is required to have a water management and conservation plan, the plan must be submitted to the Water Resources Department and receive approval prior to department acceptance of an application for a loan or grant from the account.

IV. Project Summary**5. Provide a brief, 4-5 sentence summary of the proposed project. Please include the goal and scope of the project and summarize project implementation (i.e., planned infrastructure or activity).**

Example: The proposed project would pipe 5 miles of irrigation ditch with 24-inch diameter steel pipe and upgrade irrigation methods from flood-irrigation to center-pivot on 1,000 acres in *Example* County within the *Example* River Basin. The project will improve agricultural production and enhance instream flows for Endangered Species Act listed chinook and steelhead. The project would legally protect a portion of the conserved water instream through the Oregon Water Resource Department’s Allocation of Conserved Water program.

V. Project Location**6. Please provide the following information on the project location.**

- a. *Latitude/Longitude* – Identify latitude and longitude (GPS coordinates) expressed in decimal degrees. Record at least six decimal points (e.g., 44.944876, -123.028311). If necessary, multiple coordinates can be provided to identify key features of the project, but only one set of coordinates is required. Key features may include the location of a proposed dam, a point of diversion, the beginning and/or end points of an irrigation ditch that may be lined, etc. A simple way to collect latitude and longitude is to load Google Maps on your internet browser, zoom into your study location, click on the location of the key feature, and record the latitude and longitude on the screen for that point on the map.
- b. *County* – Identify the Oregon county or counties where the project would occur.
- c. *Watershed/Basin* – Identify the watershed within which the project would be completed. Report the USGS Hydrologic Unit Code (HUC) 10-digit number and name. This information can be found using OWRD’s Water Rights Mapping Tool, on OWRD’s website under “*Access Data/Maps.*” Then select “*Maps*” and finally, “*Water Rights Mapping Tool.*”

To use the tool, first identify the location of and zoom in on your project area. Next, select, “*Identify Non-Water Right Features*” on the bar on the left, and then select the  icon. Click once on the map in the center of your project area (you may need to zoom in to be able to select an area on the map) and data should appear in the box on the left. Select the “*Hydrography*” tab on the menu. Here you will find the “*HUC 10*” number and the “*HUC Watershed*” values. Report these values in the “*Watershed*” field in the application.

7. Please attach and label, Attachment #1, a site plan map(s) showing all of the following items (✓ the corresponding box in the application when complete):

- a. *Project area boundaries* – Outline the area on which the project would occur
- b. *True north arrow* – Include an arrow that points north
- c. *Map title and legend* – Include a title describing the map and a legend identifying the meaning of map symbols
- d. *Latitude and longitude of project location*– Identify the geographic coordinates of the project on the map area
- e. *Property boundaries* – Include boundaries of property ownership
- f. *Tax Map and Lot numbers of each property in project area boundary. Use the same Tax Lot No. on the map as is used in Question 8 below.* Identify on the site plan the tax map and lot number associated for each property identified for the project. Be sure to use the same Tax Lot No. on the map as is used in Question 8 below – different labeling approaches can result in incomplete applications.
- g. *Surface water bodies* – Include and label rivers, streams, lakes, etc.
- h. *Location of involved structures (existing or proposed)* – Identify where structures exist such as pipeline or reservoirs, or where they will exist after project construction
- i. *Points of Diversion (POD) and Place(s) of Use (POU) associated with the project (if applicable)* – Identify the point(s) of diversion for each water right, and the place(s) of use for each water right. Label the PODs and POUs clearly so it is easy to determine which PODs are associated with which POUs. PODs and POUs should be included if the project has identified any specific water rights for the project.

If you are uncertain of the POD and POU, OWRD has two sources for reviewing or incorporating this spatial data:

[Water Rights Mapping Tool](#) – allows the user to identify and view the POD and POU associated with each water right. If you use this option, simply submit an additional map, though be sure to identify which of the PODs and POUs are associated with the project.

[Water Rights GIS data](#) – allows the user to download spatial POD and POU datasets and incorporate them into other mapping elements. The dataset, titled, “Statewide Water Right Spatial Data with Metadata” can be accessed on OWRD’s webpage:

https://www.oregon.gov/OWRD/access_Data/Pages/Maps.aspx

- j. *Proposed measurement location(s) (if applicable)* – Identify where the proposed water measurement would occur if the project is completed.
8. **Complete the table in the application to identify any properties that will be impacted by project implementation. Indicate the types of activities that would occur on each impacted property. *Note: Each property identified in the table must be shown on the attached site map and you must include a corresponding landowner agreement form for each property or your application may be deemed incomplete.***

Identify the Tax Map Number (e.g., 12S06W-12714 or 12S06W as some maps may or may not have last five digits) and Tax Lot Identification (ID's) (e.g. 100) of any properties impacted by the project. The Oregon Map (ORMAP) is tool that can be used to identify individual Tax Lot ID's and can be accessed at <http://www.ormap.net/>. The Department recommends verification of Tax Lot IDs with applicable property owners or the County Tax Assessor.

Identify whether the property impacted is private or public. Private properties are those properties held by non-governmental legal entity. Public properties are properties held by a governmental entity (e.g. federal lands).

Identify what type of activity will occur on the site as part of project implementation. Check all boxes that apply for the property listed in the table:

- "Access site" includes any physical access of persons, materials, or equipment that involve moving across or onto the specified property. This includes lands that may have no project work on them and are only used to access the project.
- "Project work" includes any action related to the implementation of the project. Project work includes all activities including but not limited to those covered under "ground disturbing activities."
- "Ground disturbing activities" include construction activities, trenching, bulldozing, excavating, scraping, plowing, permanent easements, temporary construction easements, staging areas for supplies and equipment, and borrow pits. Ground disturbance can be caused by the use of hand tools (shovels, pick axe, posthole digger, etc.), heavy equipment (excavators, backhoes, bulldozers, trenching and earthmoving equipment, etc.), and heavy trucks (large four wheel drive trucks, dump trucks and tractor trailers, etc.). Any projects that include the installation of utilities, culverts, temporary roads or structures, permanent roads, foundations, and footers all typically involve ground disturbing activities.

Verify that the landowner agreement form has been completed for each listed property and check the box in the table once completed.

9. **For each property listed in Question 8, attach a Landowner Agreement Form and label Attachment #2.**

Attention – Your application will not be accepted without proper documentation from Landowners. The Landowner Agreement forms provide proof of compliance with two statutory requirements (ORS 541.666)

- **Landowner is aware of and agrees to the proposal**
- **Landowner is aware that monitoring information is a public record**

The Landowner Agreement form must be completely filled out and signed by the Landowner or their Authorized Representative. Include a brief description in Question #8 of all activities which would be conducted on the cited property.

- a. **You may list multiple properties on one form when the properties are owned by a single landowner entity.**

- b. For *public* lands, attach the landowner agreement form or other documented authorization from the federal or state government property owner allowing project implementation or documentation that demonstrates such authorization is being pursued.

VI. Project Details and Description

10. Provide additional information (building on the project summary) to further describe the proposed project and how the project will achieve its goals.

Building on the brief project summary (Question 5), further describe the purpose and nature of the project, including intended process and outcomes. Any additional information should be concise and large studies or extensive technical findings and figures should be summarized.

11. Provide a summary of evidence to demonstrate project feasibility. This summary may include the results of a feasibility study. Attach the results of the study or other evidence, as necessary to support the summary and reference relevant sections or page numbers.

Evidence that demonstrates project feasibility provides confidence that, if funded, a proposed project would be able to achieve the objectives and public benefits described in the application. If a feasibility analysis has been completed for the project, summarize the findings.

Other elements that may be included when addressing project feasibility include, but are not limited to: preliminary plans and specification, feasibility of securing necessary local, state, and/or federal permits and/or authorizations, and the physical and regulatory availability of water. Consider attaching relevant sections of a feasibility study or other report if additional information beyond the summary of findings is needed to understand whether the project is feasible or not. Note that you are not required to submit a copy of the whole feasibility study.

12. Describe partnerships and collaborative efforts associated with the planning or implementation of this project. Include a description of how parties of diverse interests worked, or will work, together to achieve a common goal.

Describe any partnerships or collaborative efforts that identified, planned, or are implementing the project. Include explanations of how those involved worked together (or continue to work together) to identify and/or pursue the project.

13. List of letters of support (name and/or affiliation of sender is sufficient). Attach copies of the letters to your application.

List the individuals, organizations, agencies, and/or tribes that submitted letters of support for your proposed project. Letters of support should demonstrate community support and commitment for the project. Letters may identify any collaborative water planning efforts undertaken to identify the project. Please ensure that the list matches the letters of support attached to the application and that letters refer directly to the proposed project. Remember to number this attachment.

Project Tasks

14. Identify tasks necessary for the proposed project using the following format. Include as many tasks as necessary to implement the project. If your proposed project receives grant funding, the tasks identified will be incorporated into your grant agreement as the “Project Description.”

Note: Project management and administration are common functions within specified project tasks and not a separate project task. All cost match and grant budget funds must apply to the tasks identified below. See the [Budget Procedures and Allowable Costs document](#) on the [Applications, Forms and Guidance webpage](#) for more information.

For each task address the following:

Task number. Task Title

- Task schedule: State the approximate dates during which the task would be completed.
- Description of task activities: Include specific details of the task such as purpose, planned approach, proposed methods and rationale for the proposed approach.
- Permits/regulatory approvals required: List any permits or regulatory approvals required to conduct the task. All permits/regulatory approvals identified should also be listed in question 21 of the application.

Note: If your proposed project includes design and construction, we recommend you include them as separate tasks.

Task Examples:

Task 1. Installation of Irrigation System Infrastructure

- Task schedule: August – October 2023
- Description of task activities: Purchase pivot materials, pumping and power station materials, piping materials and electrical materials. Install pads and pivots, pumping and power stations, underground pipe and electrical facilities.
- Permits/regulatory approvals required: County Electrical Permit; Department of State Lands Removal/Fill Permit; and NEPA Analysis (Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement)

Task 2. Legally Protect Conserved Water Instream

- Task schedule: December 2023
- Description of task activities: Prepare and submit Notice of Completion and Request for Finalization to the Department for Allocation of Conserved Water Application CW-99. Respond to any information requests from the Department to facilitate Department issuance of Finalization Order and issuance of Instream Water Right Certificates.
- Permits/regulatory approvals required: Oregon Water Resources Department Instream Water Right Certificate

15. Project Task Scheduling – Estimated total project duration: _____ months

Place an “X” in the appropriate column in the table in the application to indicate when each task would occur. Note that successful applicants generally do not receive their grant agreement until late Q1 or early Q2 of the year *after* application submission. OWRD cannot reimburse for costs incurred prior to the effective date of the grant agreement. Project tasks listed must match the tasks identified in Question 14.

Provide the estimated duration of the project in the space provided and complete the task table.

16. Describe how you propose to measure and report the water diverted and used from the proposed project. Include a proposed method, timing, frequency, and location of measurement in your proposal. If you have questions, please contact the Department for more information. Consider that many forms of measurement will incur additional costs.

Note: Funded projects are required by statute to “regularly measure and report the water diverted and used from the project” [ORS 541.692(3)]. Common approaches for measuring water diverted and used include totalizing flow meters, stream gages, reservoir staff plates and water level sensors paired with volume-depth curves, and flumes. The Department makes the final determination on the method, timing, frequency, and location of measurement. This requirement applies if there is any diversion of water. Grant/loan funds can be used to pay for measurement and reporting expenses during the life of the grant.

Example: The project will replace flood irrigation with center-pivot irrigation. This will entail installation of a pumping station that will be equipped with a totalizing flow meter.

- Method: Totalizing Flow Meter (include manufacturer, model, and size if known).
- Timing: The meter would continuously measure water diverted during the irrigation season.
- Frequency: During the irrigation season, we would measure the instantaneous pumping rate daily, as well as the cumulative totals weekly, or as otherwise required by the Department.
- Location: The new pump station and totalizing flow meter would be located at GPS coordinates 45.000000, -123.000000.
- Reporting: Water diverted and used would be reported to the Department annually or more frequently as may be required by the Department.

17. Provide suggestions for interim and long-term project performance benchmarks and how those benchmarks would be measured

Please suggest performance benchmarks for the project. A benchmark is a standard or point of reference against which project performance can be compared or assessed. Please consider performance targets for both the interim (implementation) phase as well as long-term project performance. One way to identify interim project performance benchmarks is to refer to the project tasks in Question 14 and identify deliverables for the construction/implementation phase.

After implementation, long-term performance benchmarks should identify what we can expect from the project in years to come, including quantifiable economic, environmental, and social/cultural public benefits that will directly result from project implementation.

Example of interim and long-term project performance benchmark for a hypothetical instream flow restoration project:

- Interim: All water rights are transferred instream and new certificates are issued for the instream water right.
- Long-term: During dry years, more water is instream than in prior years (water supply dependent).

18. Describe any issues, unknowns, or conditions that may affect the completion of the tasks or project. If applicable, describe any measures planned to mitigate them.

Describe any conditions that may affect the completion of the project. Examples include pending permits, authorizations, or circumstances that may impact project cost/schedule. If applicable, describe any measures planned to mitigate these conditions that may impact completion of tasks. If dam safety or water availability is an unknown, consider conducting a feasibility study prior to applying to Water Project Grants and Loans. [Feasibility Study Grants](#) are available to investigate the feasibility of water conservation, reuse, and storage projects.

Permits and Regulatory Approvals

Attention – All current, pending, or planned water rights necessary to implement the proposed project must be listed below for the application to be accepted as complete.

19. Identify any current water rights needed to implement the proposed project below. Check all of the following that apply and provide the information requested:

- a. The applicant holds the water right(s) required for the project. If checked, list all water rights required for the project in the table below, adding rows as needed. See the Application Instructions for further instruction, including how to find water right information.
- b. The applicant has legal access to a water right that will be required for the project and has been given permission to use the water right(s). If checked, list all water rights required for the project in the table below, adding rows as needed. See the Application Instructions for further guidance, including how to find water right information.

See the below information for assistance in completing the table under Question 19.

- **Water Right Number** – The location of this number and its applicable prefix (e.g., CW 12345) depends on the type of document:
 - Application (includes all application types – conserved water, lease, transfer, new water right) – This is assigned when the application is filed. Since an application does not yet grant the applicant legal access to water, there is not an official document that can be accessed until the Proposed Final Order is issued. You can find an application number under the Department’s WRIS Query (see directions on how to access the query tool below).
 - Permit/Certificate – Bottom, right hand corner

- Special or Final Order (associated with leases, transfers, conserved water, limited licenses) – Bottom, right hand corner
 - Decree – Please list the decree name, and the volume and page number that the right being discussed is listed. If a certificate has been issued, please list the certificate instead of the decree.
 - Registration/Claim – See legal documentation and WRIS database for the Registration or Claim number.
- **Is this an application, permit, certificate, limited license, special or final order, transfer, decree, lease, or claim?** – Most water rights have several documents associated with them depending on the process used to establish the water right. The Department’s preference is for you to list the most recent document, but because these documents are linked, only one of the water right documents needs to be included and listed here. Acceptable document types are applications, permits, certificates, limited license, special or final order, transfer, decree, lease, registration, or claim. If you are looking at a document and are uncertain which type of document it is, please contact your Watermaster for assistance.
 - **Water Right Amount** – Enter the amount of water associated with the water right for the applicable use. These numbers may or may not apply to your water rights depending on the age of the water right and the use. For example, older irrigation water rights may only list a rate, and not a duty. Or, storage rights will only list a volume of water to be stored, but not maximum rate. Review your water right for information, and ask your Watermaster if you have any questions or concerns about what is, or is not, included in your water right.
 - Max volume (ac-ft) – The maximum volume of water that can be diverted or appropriated under this water right. Typically, this is only reported on above and below-ground storage water rights.
 - Max Rate (cfs) – The maximum rate at which water can be diverted or appropriated. Most water rights have this value.
 - Duty (ac-ft/ac) – The duty is the depth of water that can be applied to each acre of water in a given year. Typically, only irrigation water rights contain this value.
 - **Tax Map/Lot IDs within the Place of Use where water will be used to implement the proposed project** – Record the tax lot IDs associated with each Place of Use (POU) for the described water right. Only list those tax-lot IDs associated with the project. To identify which tax lot IDs intersect with the POU for the water right, see OWRD’s Water Right Mapping Tool described under the *Watershed/Basin* section above.

For assistance identifying water right information, please visit the Department’s website. Under “Water Rights” select “Find Water Rights” then select “WRIS Query.” You may also use the “Water Rights Mapping Tool” described under the *Watershed/Basin* section above. If you have questions or issues identifying water right information, please reach out to your Watermaster. You can identify your Watermaster on OWRD’s website:

<https://www.oregon.gov/OWRD/aboutus/contactus/Pages/RegionalOfficesandWatermastersDirectory.aspx>

20. Identify any new water rights needed to implement the proposed project. Complete the table in the application adding any other essential information describing needed water rights or status. If your project is an above-ground storage project, please see Section X for requirements related to newly developed water.

See the below information for assistance in completing the table under Question 20.

- **Type of Water Right** – Enter the type of new water right needed to implement the proposed project. This may include, but is not limited to surface water, groundwater, limited license, conserved water certificate, storage, secondary use permit, transfer, and instream lease.
- **Status** – Enter the status of the water right application and whether it has been submitted to the Department. If it has been submitted, include the date and application number.
- **Anticipated Water Right Amount** – Enter the amount of water associated with the anticipated water right for the applicable use.
 - Max volume (ac-ft) – The maximum volume of water that can be diverted or appropriated. Typically, this is only reported on above and below-ground storage water rights.
 - Max Rate (cfs) – The maximum rate at which water can be diverted or appropriated.
 - Duty (ac-ft/ac) – The duty is the depth of water that can be applied to each acre of water in a given year. Typically, only irrigation water rights contain this value.
- **Tax Map/Lot IDs within the anticipated Place of Use where water will be used to implement the proposed project** – Record the tax lot IDs associated with each anticipated Place of Use (POU) for the water right. Only list those tax-lot IDs associated with the project.

21. In the table in the application, provide a list of any permits and regulatory approvals needed to implement the project. Indicate the status and efforts to-date of each. Please attach copies of any secured permits/approvals.

Please complete the provided table including any local, state, or federal permits or regulatory approvals required to implement the proposed project. For assistance in identifying necessary permits please review the [State Water-Related Permits User Guide](#).

- a. **If no permits or regulatory approvals are required, please provide an explanation in the text box in the application.**

If no permits or regulatory approvals are required to implement the project, provide an explanation including identification of any State, Federal, or local agencies contacted to verify this determination.

VII. Public Benefits

Instructions: Describe how the project would provide public benefits in each of the three public benefit categories (economic, environmental, social/cultural). In your responses, describe current conditions and anticipated project outcomes and benefits. Please provide evidence to support your

claims. Describe how the project outcomes will contribute to each anticipated public benefit. Descriptions should be quantitative when possible.

Applications are scored and ranked based on the descriptions of the economic, environmental, and social/cultural public benefits and the likelihood of the project achieving the claimed benefits. More specifically, the evaluation is based on the change in conditions expected to result from the project and demonstrated in the application.

Please see the Scoring Criteria document on the [Applications, Forms and Guidance webpage](#). This document includes definitions of each public benefit and a description of how the public benefits are evaluated. Applications that do not demonstrate public benefit in each of the three categories (economic, environmental, social/cultural) will be deemed incomplete. Applications must achieve a minimum score in each of the three public benefit categories during the evaluation process to be eligible for funding.

Leave blank any public benefits that are not applicable to the proposed project.

22. Economic Benefits – ORS 541.673(2)

Please answer questions a through f. Refer to pages 5 through 7 of the Scoring Criteria document on the [Applications, Forms and Guidance](#) webpage for application tips and scoring information.

23. Environmental Benefits – ORS 541.673(3)

Please answer questions a through f. Refer to pages 8 through 10 of the Scoring Criteria document on the [Applications, Forms and Guidance](#) webpage for application tips and scoring information. See below for additional guidance on question 23.a.

a. Describe any measurable improvements in protected streamflows that are likely to result from the project.

i. Complete the table in the application:

- List the existing water right information of the source water right to be moved, protected, or transferred instream, and
- Name the legal means proposed to permanently dedicate and protect water instream by the Oregon Water Resources Department.

IMPORTANT Note: You MUST include the legal protection of water instream to receive a score for this public benefit. Projects which permanently dedicate water instream will receive a scoring increase in the environmental public benefit category. If awarded funding, the legal protection of water instream will be a condition of funding. If your project is an above-ground storage project, please see additional requirements that may be included in the grant agreement in Section X. Contact the Grant Coordinator for any questions about when legal protection of water will be a condition of funding and how it would be included in your grant agreement.

If water will be legally protected instream, fill in the “Legal Protection of Water Instream” table provided. Below are additional instructions regarding each field in the table.

- **Water right permit or certificate number to be used in transaction for instream protection (e.g., irrigation, reservoir, or AR/ASR; S-####)** - State the identifying number of the water right that will be used for instream protection.
 - If using a *transfer or Allocation of Conserved Water*, state the certificate for the lands that will be dried up or where the conservation action will occur.
 - If applying for secondary permit for *release of stored water*, name the storage permit that will be used to capture the water.
 - If applying for an *AR/ASR limited license*, name the source water right that will be used in the limited license application.
 - Note that if using an *existing storage permit or limited license*, it must include a use that allows for the release of stored water for flow augmentation. If a new permit will be established for the use in the transaction to legally protect water instream, state “new permit” in this column.
- **Rate(s) (cfs)/duty(ac-ft/ac) or volume(ac-ft) of the contributing water right**
 - If your project involves either an instream transfer, or Allocation of Conserved Water: Rate(s) (cfs)/duty (ac-ft/ac) of the water right – List the diversion rate associated with this water right and the duty per acre. If the rate varies over time, describe the rate associated with each time period (e.g., April to July – 2.7 cfs, August to September – 2.0 cfs). If there is no rate associated with the permit, state “no rate.”
 - If your project involves above or below ground storage: List the volume of water permitted under the existing storage right. If a new permit is sought, list the anticipated volume of water for storage.
- **Estimated rate (cfs)/duty (ac-ft/ac) or volume (ac-ft) of water to be legally protected instream** – Estimate the rate and duty or volume of water that will be protected instream. This value is **not** a condition of funding.
- **Percent (%) of right to be legally protected instream** – State the percent of the water right rate/duty or volume described here that will be legally protected instream.
- **Transaction for Legal Means of Instream Protection* (chose one)** – Select the type of transaction that will be used to legally protect water instream. Options include:
 - Instream transfer – This is the transfer of the place and type of use a certificated water right, in whole or part, to an instream use for the life of the project.
 - Allocation of Conserved Water – If the project involves a conservation action, this is the transfer of the use, and place of use, of a portion of the conserved water from the original use to instream. In the paragraph noted below, enter the percentage of conserved water that will be dedicated instream.
 - Above-ground storage release – The release of stored water from an above-ground reservoir under a secondary permit for the use of stored water; the source storage right must include a use consistent with flow augmentation.
 - Below-ground storage release – The release of stored water from a below-ground project under a limited license or permit; the source limited license must include a use consistent with flow augmentation.

- ii. **If using the Allocation of Conserved Water Program: Identify the percent of the conserved water that will be permanently dedicated instream and protected by the Oregon Water Resources Department: _____%**

If the project will utilize the Allocation of Conserved Water program to dedicate water instream, please list here the percentage of the conserved water that will be permanently dedicated instream. Note that the Allocation of Conserved Water program requires that projects receiving over 25% of grant funds from state or federal sources dedicate that same percentage of conserved water instream (up to 75%) (OAR 690-018-0012).

****Attention: If awarded funding, the legal protection of water instream will be a condition of funding. The grant agreement will identify the percent of conserved water identified above that will be permanently dedicated instream.***

24. Social/Cultural Benefits – ORS 541.673(4)

Please answer questions a through f. Refer to pages 11 through 13 of the Scoring Criteria document on the [Applications, Forms and Guidance](#) webpage for application tips and scoring information.

VIII. Project Budget

Instructions: Please answer the following questions about the proposed project budget using the tables provided. All Grant and Other Funds must be allowable costs as described in the Department’s Grant Budget Procedures and Allowable Costs document.

- 25. **Please provide an estimated line-item budget for the proposed project. Please note that indirect costs are not an allowable grant expense. See the Budget Procedures and Allowable Costs on the OWRD Applications, Forms, and Guidance webpage for further guidance.**

Fill in the table provided. The “Overall Project Budget” means the total of all requested and match funds for each budget category. Refer to the [Department’s Budget Procedures and Allowable Costs](#) document for further guidance and detail. Ensure that all direct cost items support tasks and are specific to the proposed project. Direct costs not specifically assigned to project tasks will not be approved.

- 26. **Identify the budget for each project task. Tasks should be the same as the tasks listed in Questions 14 and 15.**

Fill in the table provided.

IX. Match Funding

- 27. **Fill out the table in the application and attach the appropriate documentation for both secured and pending match (add rows as needed). Label the documentation as Attachment #3. Applications must demonstrate match that equals at least 25% of the grant funding request.**

Fill in the table provided, keeping in mind that for ALL funding requests an applicant must demonstrate a minimum 25% match based on the grant funding request. Please note that a failure to meet this minimum requirement or to attach documentation of match will result in an incomplete application. Incomplete applications will not be considered for funding.

For secured funding, you must ***attach a letter of support*** from the match funding source that:

- Specifies the dollar amount identified for this project,
- Equals the dollar amount shown in the “Amount/Dollar Value” column in the table, and
- Describes the work to be accomplished through the match.

For pending resources, you must attach ***other written documentation showing a request*** for the match funding. Documentation must:

- Include the project name,
- Note the date on which a future funding application will be submitted,
- Identify the funding program from which funds are pending, and
- Provide evidence that the project is eligible for the funding program identified.

See the Department’s [Budget Procedures and Allowable Costs](#) document for further guidance and detail on match funds. Match funds may include but are not limited to:

- Cash contributed by the applicant.
- Pending or secured grant funds (other than grants from the Water Resources Department).
- Volunteer services.
- In-kind labor, goods, or services.

X. Storage-Specific Project Requirements (if not a storage project skip this section)

Instructions: If your proposal is for a storage project that will divert water under an existing or new storage water right or limited license, answer questions 28 through 30 in this section. If your proposal is for above-ground storage, also answer question 31 through 33. All other projects can skip this section.

28. Identify Storage Project Type

See descriptions of above-ground and below-ground storage in Section I (Project Type) above.

29. Indicate the capacity of the storage project and any new-developed water below:

- a. What will be the *total* capacity of the storage project in acre-feet after project implementation?**

One acre-foot is the volume of one acre of surface area to a depth of one foot. Total capacity is the full amount of water a project can store. For those projects that seek to expand an existing storage project, *total capacity* will total both existing authorized storage as well as the newly- developed water that the project proposes to develop.

- b. What will be the volume of the *newly-developed* water in acre-feet?**

The volume of *newly-developed* water is the new increment of water stored for a project providing new or expanded storage. The volume of *newly-developed* water is the increment

that may be subject to storage-specific project requirements (i.e., development of a seasonally varying flow and dedication of a minimum 25% of the newly developed water to instream use).

30. Answer the following “Yes/No” questions about the storage project.

- a. **Will the project divert more than 500 acre-feet of surface water annually?** Check “Yes” or “No.”
- b. **Will the project impound surface water on a perennial stream?** Check “Yes” or “No.”
- c. **Will the project divert water from a stream that supports sensitive, threatened or endangered species?** Check “Yes” or “No.”

See Appendix A for instructions related to questions 30 a-c.

If you answered “yes” to any of the questions above, (a), (b), or (c), the project will need a *Seasonally Varying Flow (SVF) Prescription*, determining the duration, timing, frequency and volume of flows (including ecological base flow), necessary for protection and maintenance of biological, ecological, and physical functions outside of the official irrigation season.

The Department will establish the SVF prescription after funding is awarded. For more information about this requirement see the *Seasonally Varying Flows* document on the [Applications, Forms, and Guidance webpage](#), or contact the Grant Coordinator, Adair Muth, at 971-301-0718.

- 31. Above-Ground Storage Only:** If you answered “yes” to Question 30 (a), (b), or (c) above, your proposed project is above-ground storage, and you are requesting grant funding then a minimum of 25% of the newly developed water must be dedicated to instream use. This is separate from the SVF Prescription. *If awarded funding, the percentage identified in Question 31 will be identified in the grant agreement as a condition of funding.*

Note: Any storage project which permanently dedicates at least 25% of the newly developed water instream will receive a scoring increase in the environmental public benefit category.

Please identify the percentage of newly-developed water to be dedicated to instream use. Indicate what percent of the volume of newly-developed water will be dedicated to instream use (e.g. 25%).

- 32. Above-Ground Storage Only:** Into which stream(s) will the project release water?

State the name of the stream or streams that the above-ground storage project will release water into. If you are uncertain of the stream that the project is diverting or releasing water into, see the map viewer provided by the US Geological Survey (<https://viewer.nationalmap.gov/advanced-viewer/>).

- 33. Above-Ground Storage Only:** How does the project control the outflow from the reservoir? Please address a through e:

- a. **What infrastructure governs changes to reservoir outflow rates?**

Describe what controls the reservoir outflow rates, including a brief description of typical operations.

b. Whether changes to the outflow rate are made automatically or by hand.

Describe the way that changes to the outflow rate are made, including typical operations.

c. If water is released into more than one stream, what controls the rate of release and how much water goes to which stream?

Describe the device or operational means controlling how water is split between release points. If the water is only released into a single stream, leave blank.

d. What are minimum and maximum release rates to each water source?

Quantify the minimum (assumed all releases can be shut, so minimum when open) and maximum release rates into each stream. If there are multiple release points, clarify if the release rates are limited by operation of one or both release points.

e. Any other factors that limit the rate at which water is released from the reservoir.

Describe any other factors (e.g. snow, road conditions, other infrastructure constraints) that may impact the rate at which water is released from the reservoir.


Appendix A –For Storage Projects Only, Question 30

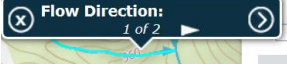
A. Divert more than 500 acre-feet of surface water annually

The first trigger, “*divert more than 500 acre-feet of surface water annually,*” means the project would divert more than 500 acre-feet of surface water from a stream for storage during a 12-month period. An acre-foot is the volume of water necessary to fill one acre to a depth of one foot. One acre-foot equals 325,851 gallons. To estimate the quantity of water diverted for an above-ground storage project, multiply the number of acres to be inundated by the estimated depth of the reservoir in feet.

B. Impound surface water on a perennial stream

The second trigger, “*impound surface water on a perennial stream,*” means that the project would store water on the channel of a “perennial stream” (a continuous stream with flow year-round). To determine if the proposed storage is located on a perennial stream, applicants may use a map viewer provided by the US Geological Survey¹. To use the map viewer:

1. Open the website <https://viewer.nationalmap.gov/advanced-viewer/> and zoom in to the stream and area where the project would be located.
2. Click on the “Layers List” icon  on the top bar and select the check-box next to “National Hydrography Dataset.”
3. Next, click on the stream in the area of your project. This will bring up a pop-up menu with the

words, “Flow Direction” . Select the > symbol on the right-hand side of this box, and records the FCode Hydrographic Category of perennial, intermittent, or ephemeral.

If you are not able to access this website and are unsure whether the stream is classified as a perennial stream, contact the Department for assistance.

C. Divert water from a stream that supports STE fish species

The third trigger, “*divert water from a stream that supports sensitive, threatened or endangered fish species,*” means that the project would withdraw water from a stream supporting specific fish species, or would withdraw water from a tributary to a stream that supports these specific fish species.

“Threatened or endangered fish species” refers to fish species listed as threatened or endangered under State or Federal Endangered Species Acts. A full list of these species can be found on the Oregon Department of Fish and Wildlife’s (ODFW) website, located at:

http://www.dfw.state.or.us/wildlife/diversity/species/threatened_endangered_candidate_list.asp.

“Sensitive fish species” refers to fish species listed under Oregon’s Sensitive Species rule (OAR 635-100-040). A full list of these species can be found on ODFW’s website located at:

http://www.dfw.state.or.us/wildlife/diversity/species/sensitive_species.asp

If you are unsure whether your project diverts water from a stream that supports sensitive, threatened, or endangered fish species, please contact ODFW’s Water Quality and Water Quantity Program (<http://www.dfw.state.or.us/fish/water/index.asp>).

¹ The category of streamflow (i.e., perennial, intermittent, or ephemeral) is generally derived from the National Hydrography Dataset (NHD), maintained by the US Geological Survey, and updated by multiple federal, state, and local agencies nationwide. To learn more about the map viewer and the data it uses, visit <http://nhd.usgs.gov/>.



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC Contract with Northcore USA LLC for North Willamette, E Macy & N Harrison Waterline Replacement

Meeting Date: April 11th 2023

Staff Contact: Brian Harmon Public Works Director

Contact: 541-682-7857 brian.harmon@ci.coburg.or.us

REQUESTED COUNCIL ACTION

RECOMMENDED MOTION: *"I move to approve the N Willamette, E Macy, & N Harrison Street Waterline Replacement Project contract between the City of Coburg and Northcore USA LLC"*

BACKGROUND

ANALYSIS

The project involves replacing an existing waterline starting at the intersection of East Van Duyn Street and North Harrison Street, and to the north along North Harrison Street. A new waterline along East Macy Street, and North Willamette Street, until the intersection of East Van Duyn Street, Coburg, Lane County, Oregon. The improvements are water delivery system improvements. The work involves saw cutting, excavating, trenching, removal, compaction and construction of: water main extensions, water service replacement and reconnections, trench resurfacing, and restoration. The Engineer's Estimate for this Project is approximately \$400,000-\$425,000. There were five bidders on this project. Northcore USA LLC out of Salem Oregon was the low bidder at \$397,693.84.

High points: Project is scheduled for substantial completion on June 30th 2023. The purpose of the project is to allow the City of Coburg to provide water improvements to the public.

Concerns: The project does have traffic impact potential. We will work with the Contractor and the residents that will be impacted by the construction. There are several houses that must have their service line relocated out of the alley to the frontages of their property.

BUDGET

The estimated cost of this contract is \$397,693.84 and could include change orders if needed.

RECOMMENDATIONS AND ALTERNATIVES**The alternatives for City Council include:**

1. Take no action. If the Council chooses this step the contract will not be awarded.
 2. Approve the contract as drafted. The contract would become effective immediately and end with final completion on July 28th 2023.
 3. Adopt an amended contract. Council may make suggestions for contract changes. However, Council should consider that this contract language is the approved and required language of the City of Coburg's Capital Projects.
-

PUBLIC INVOLVEMENTN/A

RECOMMENDATIONS:Staff recommends that the Council approve the contract.

NEXT STEPS

- The next step would be to implement the contract.
-

ATTACHMENTSA. draft – construction contract

Reviewed by:**Anne Heath, City Administrator**

The contract template was approved through the City Attorney and Business Oregon at the beginning of the water project, and must be utilized for all contracts for which the City will seek reimbursement.

Page 1 of 2 - Bid Opening March 28, 2023
PROJECT 21-004B: N. WILLAMTTE, E. MACY, & N. HARRISON STREET WATERLINE
REPLACEMENT PROJECT

				Northcore USA, LLC		Turney Excavating		Wildish Construction Co		R & G Excavating		H&J Construction	
ITEM NO. ODOT	ITEM DESCRIPTION	QYT	UNIT	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
1 00210	Mobilization, Bonds, and Insurance	1	Lump Sum	\$ 52,844.38	\$ 52,844.38	\$ 13,000.00	\$ 13,000.00	\$ 36,000.00	\$ 36,000.00	\$ 21,000.00	\$ 21,000.00	\$ 60,000.00	\$ 60,000.00
2 00225	Temporary Work Zone Traffic Control, Complete	1	Lump Sum	\$ 7,967.72	\$ 7,967.72	\$ 2,750.00	\$ 2,750.00	\$ 6,000.00	\$ 6,000.00	\$ 13,000.00	\$ 13,000.00	\$ 6,000.00	\$ 6,000.00
3 00280	Erosion Control	1	Lump Sum	\$ 2,068.32	\$ 2,068.32	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 800.00	\$ 800.00	\$ 1,500.00	\$ 1,500.00
4 00305	Site Layout, Complete	1	Lump Sum	\$ 11,000.00	\$ 11,000.00	\$ 250.00	\$ 250.00	\$ 2,000.00	\$ 2,000.00	\$ 7,655.00	\$ 7,655.00	\$ 5,000.00	\$ 5,000.00
5 00305	Construction Staking	1	Lump Sum	\$ 981.53	\$ 981.53	\$ 14,000.00	\$ 14,000.00	\$ 7,000.00	\$ 7,000.00	\$ 8,255.00	\$ 8,255.00	\$ 15,000.00	\$ 15,000.00
6 00310	Saw Cutting (Includes Second Cut)	2836	Linear Feet	\$ 3.59	\$ 10,181.24	\$ 2.75	\$ 7,799.00	\$ 1.85	\$ 5,246.60	\$ 3.25	\$ 9,217.00	\$ 2.50	\$ 7,090.00
7 00310	Removal of Valve and Valve Boxes	3	Each	\$ 582.30	\$ 1,746.90	\$ 625.00	\$ 1,875.00	\$ 475.00	\$ 1,425.00	\$ 1,100.00	\$ 3,300.00	\$ 1,000.00	\$ 3,000.00
8 00310	Removal of Water Sampling Station	1	Lump Sum	\$ 1,700.21	\$ 1,700.21	\$ 760.00	\$ 760.00	\$ 775.00	\$ 775.00	\$ 1,100.00	\$ 1,100.00	\$ 2,500.00	\$ 2,500.00
9 00490	Pothole Utility Conflicts	19	Each	\$ 685.70	\$ 13,028.30	\$ 200.00	\$ 3,800.00	\$ 330.00	\$ 6,270.00	\$ 680.00	\$ 12,920.00	\$ 300.00	\$ 5,700.00
10 00495	Trench Resurfacing	409	Square Yards	\$ 80.04	\$ 32,736.36	\$ 94.00	\$ 38,446.00	\$ 72.00	\$ 29,448.00	\$ 82.00	\$ 33,538.00	\$ 67.00	\$ 27,403.00
11 00759	Concrete Valley Gutter Repair (7-Inch min. Thickness)	27	Square Feet	\$ 100.77	\$ 2,720.79	\$ 74.00	\$ 1,998.00	\$ 83.00	\$ 2,241.00	\$ 45.00	\$ 1,215.00	\$ 200.00	\$ 5,400.00
12 00759	Concrete Driveway Repair (6-Inch min. Thickness)	22	Square Feet	\$ 47.43	\$ 1,043.46	\$ 92.00	\$ 2,024.00	\$ 78.00	\$ 1,716.00	\$ 45.00	\$ 990.00	\$ 100.00	\$ 2,200.00
13 00759	Concrete Walk Repair (4-Inch min. Thickness)	22	Square Feet	\$ 45.98	\$ 1,011.56	\$ 92.00	\$ 2,024.00	\$ 78.00	\$ 1,716.00	\$ 45.00	\$ 990.00	\$ 100.00	\$ 2,200.00
14 01130	Site Restoration	1	Lump Sum	\$ 9,364.44	\$ 9,364.44	\$ 3,750.00	\$ 3,750.00	\$ 11,000.00	\$ 11,000.00	\$ 13,000.00	\$ 13,000.00	\$ 5,000.00	\$ 5,000.00
15 01140	Ductile Iron Tee, 8-Inch x 6-Inch	2	Each	\$ 998.84	\$ 1,997.68	\$ 2,650.00	\$ 5,300.00	\$ 780.00	\$ 1,560.00	\$ 700.00	\$ 1,400.00	\$ 1,200.00	\$ 2,400.00
16 01140	Ductile Iron Tee, 8-Inch	2	Each	\$ 1,111.58	\$ 2,223.16	\$ 3,250.00	\$ 6,500.00	\$ 850.00	\$ 1,700.00	\$ 810.00	\$ 1,620.00	\$ 1,300.00	\$ 2,600.00
17 01140	Ductile Iron Tee, 8-Inch x 12-Inch	1	Each	\$ 2,718.62	\$ 2,718.62	\$ 6,550.00	\$ 6,550.00	\$ 2,500.00	\$ 2,500.00	\$ 2,400.00	\$ 2,400.00	\$ 3,500.00	\$ 3,500.00
18 01140	Ductile Iron Bend, 8-Inch (11.25 Degrees)	4	Each	\$ 768.06	\$ 3,072.24	\$ 1,000.00	\$ 4,000.00	\$ 550.00	\$ 2,200.00	\$ 462.00	\$ 1,848.00	\$ 600.00	\$ 2,400.00
19 01140	Ductile Iron Bend, 8-Inch (22.5 Degrees)	3	Each	\$ 788.21	\$ 2,364.63	\$ 1,000.00	\$ 3,000.00	\$ 550.00	\$ 1,650.00	\$ 482.00	\$ 1,446.00	\$ 600.00	\$ 1,800.00
20 01140	Ductile Iron Bend, 8-Inch (45 Degrees)	8	Each	\$ 792.25	\$ 6,338.00	\$ 1,000.00	\$ 8,000.00	\$ 550.00	\$ 4,400.00	\$ 485.00	\$ 3,880.00	\$ 825.00	\$ 6,600.00
21 01140	Ductile Iron Blind Flange, 8-Inch	2	Each	\$ 803.97	\$ 1,607.94	\$ 1,000.00	\$ 2,000.00	\$ 550.00	\$ 1,100.00	\$ 250.00	\$ 500.00	\$ 350.00	\$ 700.00
22 01140	6-Inch PVC C-900 Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill (3' minimum depth)	30	Linear Feet	\$ 139.93	\$ 4,197.90	\$ 145.00	\$ 4,350.00	\$ 280.00	\$ 8,400.00	\$ 76.00	\$ 2,280.00	\$ 118.00	\$ 3,540.00
23 01140	8-Inch PVC C-900 Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill (3' minimum depth)	1180	Linear Feet	\$ 73.28	\$ 86,470.40	\$ 76.00	\$ 89,680.00	\$ 103.00	\$ 121,540.00	\$ 86.00	\$ 101,480.00	\$ 114.00	\$ 134,520.00
24 01140	Connect New Service to Existing Water Meter	20	Each	\$ 1,465.87	\$ 29,317.40	\$ 850.00	\$ 17,000.00	\$ 900.00	\$ 18,000.00	\$ 1,300.00	\$ 26,000.00	\$ 1,000.00	\$ 20,000.00

Page 2 of 2 - Bid Opening March 28, 2023
PROJECT 21-004B: N. WILLAMTTE, E. MACY, & N. HARRISON STREET WATERLINE REPLACEMENT PROJECT

				Northcore USA, LLC		Turney Excavating		Wildish Construction Co		R & G Excavating		H&J Construction	
ITEM NO. ODOT	ITEM DESCRIPTION	QYT	UNIT	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price	Unit Price	Ext. Price
25 01140	6-Inch Gate Valve	2	Each	\$ 2,029.18	\$ 4,058.36	\$ 2,050.00	\$ 4,100.00	\$ 1,800.00	\$ 3,600.00	\$ 2,250.00	\$ 4,500.00	\$ 2,000.00	\$ 4,000.00
26 01140	8-Inch Gate Valve	6	Each	\$ 2,811.18	\$ 16,867.08	\$ 2,775.00	\$ 16,650.00	\$ 2,450.00	\$ 14,700.00	\$ 3,050.00	\$ 18,300.00	\$ 2,600.00	\$ 15,600.00
27 01140	Repair Existing 12" AC Waterline on E. Van Duyn @ Alley	1	Lump Sum	\$ 7,009.47	\$ 7,009.47	\$ 6,900.00	\$ 6,900.00	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00
28 01150	12-Inch Hot Tap (12" Mueller with Mechanical Joint Tapping Sleeve or Equal) and 8-Inch Tapping Valve Mechanical Joint Thrust Restraint	1	Each	\$ 9,153.68	\$ 9,153.68	\$ 7,950.00	\$ 7,950.00	\$ 8,600.00	\$ 8,600.00	\$ 7,800.00	\$ 7,800.00	\$ 8,500.00	\$ 8,500.00
29 01150	Residential 1/4 Turn Ball Valve and Reconnection per Construction Note 220	1	Each	\$ 952.07	\$ 952.07	\$ 690.00	\$ 690.00	\$ 300.00	\$ 300.00	\$ 5,000.00	\$ 5,000.00	\$ 150.00	\$ 150.00
30 01160	Hydrant Assemblies, Complete	2	Each	\$ 6,627.22	\$ 13,254.44	\$ 10,550.00	\$ 21,100.00	\$ 8,200.00	\$ 16,400.00	\$ 7,900.00	\$ 15,800.00	\$ 5,000.00	\$ 10,000.00
31 01160	Hydrant Removal, Complete	1	Each	\$ 2,823.29	\$ 2,823.29	\$ 1,250.00	\$ 1,250.00	\$ 750.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
32 01170	Remove and Relocate Water Meter Assembly	6	Each	\$ 1,343.95	\$ 8,063.70	\$ 380.00	\$ 2,280.00	\$ 350.00	\$ 2,100.00	\$ 1,900.00	\$ 11,400.00	\$ 500.00	\$ 3,000.00
33 01170	Reroute Private Water Service, Complete 91225 N Willamette Street	1	Each	\$ 4,299.27	\$ 4,299.27	\$ 9,570.00	\$ 9,570.00	\$ 6,500.00	\$ 6,500.00	\$ 7,730.00	\$ 7,730.00	\$ 7,500.00	\$ 7,500.00
34 01170	Reroute Private Water Service, Complete 91219 N Willamette Street	1	Each	\$ 4,299.27	\$ 4,299.27	\$ 9,570.00	\$ 9,570.00	\$ 6,500.00	\$ 6,500.00	\$ 7,730.00	\$ 7,730.00	\$ 7,500.00	\$ 7,500.00
35 01170	Reroute Private Water Service, Complete 91211 N Willamette Street	1	Each	\$ 4,299.27	\$ 4,299.27	\$ 9,570.00	\$ 9,570.00	\$ 6,500.00	\$ 6,500.00	\$ 7,730.00	\$ 7,730.00	\$ 7,500.00	\$ 7,500.00
36 01170	Reroute Private Water Service, Complete 91209 N Willamette Street	1	Each	\$ 4,299.27	\$ 4,299.27	\$ 9,570.00	\$ 9,570.00	\$ 6,500.00	\$ 6,500.00	\$ 7,730.00	\$ 7,730.00	\$ 7,500.00	\$ 7,500.00
37 01170	Reroute Private Water Service, Complete 91214 N Harrison Street	1	Each	\$ 4,299.27	\$ 4,299.27	\$ 9,570.00	\$ 9,570.00	\$ 6,500.00	\$ 6,500.00	\$ 7,730.00	\$ 7,730.00	\$ 7,500.00	\$ 7,500.00
38 01170	Reroute Private Water Service, Complete 91210 N Harrison Street	1	Each	\$ 4,299.27	\$ 4,299.27	\$ 9,570.00	\$ 9,570.00	\$ 6,500.00	\$ 6,500.00	\$ 7,730.00	\$ 7,730.00	\$ 7,500.00	\$ 7,500.00
39 01170	1-Inch Polyethylene Water Service Line SDR-7, Class B Backfill	385	Linear Feet	\$ 4.88	\$ 1,878.80	\$ 29.00	\$ 11,165.00	\$ 100.00	\$ 38,500.00	\$ 72.00	\$ 27,720.00	\$ 45.00	\$ 17,325.00
40 01170	1-Inch Polyethylene Water Service Line SDR-7, Class E Backfill	105	Linear Feet	\$ 14.90	\$ 1,564.50	\$ 207.00	\$ 21,735.00	\$ 150.00	\$ 15,750.00	\$ 110.00	\$ 11,550.00	\$ 65.00	\$ 6,825.00
41 01170	Identify Service from Water Meter into Private Property per Construction Note 219	21	Each	\$ 756.19	\$ 15,879.99	\$ 432.00	\$ 9,072.00	\$ 160.00	\$ 3,360.00	\$ 430.00	\$ 9,030.00	\$ 300.00	\$ 6,300.00
42 02490	Water Meter Box and Lid	6	Each	\$ 281.61	\$ 1,689.66	\$ 438.00	\$ 2,628.00	\$ 390.00	\$ 2,340.00	\$ 140.00	\$ 840.00	\$ 150.00	\$ 900.00
Bid Total				\$ 397,693.84		\$ 403,796.00		\$ 431,287.60		\$ 437,154.00		\$ 452,153.00	



March 30, 2023

City of Coburg
 91136 N Willamette Street
 Coburg, OR 97408
 Attn: Brian Harmon, Public Works Director

RE: N. Willamette, E. Macy, & N. Harrison Street Waterline Replacement Notice of Apparent Low Bidder and Engineer’s Recommendation for Award of Contract

The City received the following bids for the N. Willamette, E. Macy, & N. Harrison Street Waterline Replacement Project on March 28, 2023.

<u>Contractor</u>	<u>Bid Total</u>
1. <u>Northcore USA, LLC</u>	\$ <u>397,693.84</u>
2. <u>Turney Excavating</u>	\$ <u>403,796.00</u>
3. <u>Wildish Construction Co.</u>	\$ <u>431,287.60</u>
4. <u>R&G Excavating</u>	\$ <u>437,154.00</u>
5. <u>H&J Construction, Inc.</u>	\$ <u>452,153.00</u>

I have reviewed all bid packages and found all to be complete and responsive, with the exception of H&J Construction, Inc. which did not submit a First Tier Subcontractor form.

I recommend that the contract be awarded to Northcore USA, LLC in the amount of \$397,693.84.

Sincerely,

Branch Engineering Inc.
 Julie Leland, P.E.
 City Engineer

**INDEPENDENT CONTRACT SERVICES AGREEMENT
CITY OF COBURG**

PROJECT: N. Willamette, E. Macy, & N. Harrison Street Waterline Replacement Project

Date: _____

Parties:

City of Coburg ("CITY")
PO Box 8316
91136 N Willamette St.
Coburg, Oregon 97408

and

Northcore USA LLC
P.O. Box 12547
Salem, OR 97309

Additional Independent Contractor Information:

- a. Type of Entity: Sole Proprietorship Partners Limited Liability Comp Corporation X
- b. Address: PO Box 12547, Salem, Oregon 97309
- c. Telephone: 503-551-6247
- d. Fax No. 503-447-2244
- e. Email: _____
- f. SSN or Federal ID: 30-0755669
- g. Professional License(s) No: 198311
- h. Foreign Contractor Yes No
(Foreign means not domiciled in or registered to do business in Oregon)
- i. SAM Registration Active Yes No
- j. SAM Registration Number/Duns _____
- k. Contractor Representative Name and Title: Page Diemer, Owner

IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE TO THE FOLLOWING TERMS, PROVISIONS AND CONDITIONS:

RECITALS

1. The Contractor was selected via a formal procurement process to provide services to the City of Coburg for the Federal Safe Drinking Water Project.
2. Contractor has the training, ability, knowledge and experience to provide the services desired by the City.

TERMS OF AGREEMENT

1. **Effective Date.** This Agreement is effective when signed by both parties. This agreement will expire on August 31, 2023, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties. Termination or expiration shall not extinguish or prejudice the City's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.
2. **Services.** Contractor shall complete services previously agreed to and as listed in **Exhibit A, Scope of Work**, and as listed in the schedule items of bid proposal dated 3/2/2023
3. **Water Project Specific Requirements.** Contractor shall accept the terms and requirements specific to Federal Safe Drinking Water Project requirements as specified in **Exhibit B**.
4. **Good Faith Efforts.** Any public water system receiving an award from the Safe Drinking Water Revolving Loan Fund and the Drinking Water Source Protection Fund must ensure good-faith implementation of the six good-faith efforts comprising the federal "Fair Share Program," for the solicitation of all contractors providing construction, equipment, supplies, engineering or other services that constitute the project financed by the award. **See Exhibit C.**
5. **Consideration.** City shall pay Contractor for the services based on time and materials as set forth in **Exhibit A**. The total payment for all services to complete the work under this Agreement, which includes allowable expenses or reimbursement and work performed to date, shall not exceed \$397,693.84
 - a. Invoices will be directed to Branch Engineering, Attention Julie Leland 310 5th Street, Springfield, Oregon 97477. Invoices may also be emailed to Julie Leland at juliel@branchengineering.com. If an invoice is

delivered on a non-business day, the invoice shall be considered received on the next day the City's Finance Department is open for business. Invoices will be reviewed and then forwarded to the City for payment.

- 6. Standard of Care.** Contractor will provide services with the degree of skill and diligence normally employed by professional performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work. Be duly qualified expert.
- 7. Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600(1997), and incorporated herein by this reference.
- 8. Conformance with Oregon Public Contracts Law** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (**EXHIBIT D**).
- 9. Tax Duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including, but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
- 10. Reimbursement of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
- 11. Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
- 12. No Authority to Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.

- 13. Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.
- 14. Hold Harmless.** Independent Contractor shall defend and hold harmless CITY, its agents, servants and employees from and against all claims, demands and judgment (including attorney fees), made or recovered against them including, but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any manner connected with this Agreement, to the extent that any such damage, injury or death is caused by, or sustained in connection with the performance of, Independent Contractor, its employees, servants or agents. CITY shall promptly notify Independent Contractor in a reasonable manner to facilitate the defense of any such claim.
- 15. Termination by City,** in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Thirty days' notice of termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by CITY. **A completed Federal Form W-9 shall accompany this signed document when returned by the Independent Contractor.**
- 16. Independent Contractor Termination:** The Independent Contractor shall give the CITY a ninety-day notice of termination, which will be effected by deliverance of a Notice of Termination to the City. Such notice shall include the date on which the termination is effective. The Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by the City to the Independent Contractor.
- 17. Rights in Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The

ideas, concepts, knowhow, or techniques developed during the course of this Agreement be Independent Contractor personnel can be used by either party in anyway it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This Agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.

- 18. Confidentiality.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.
- 19. Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontractor sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 20. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 21. Compliance with all Government Regulations.** Independent Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
- 22. Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay

such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

23. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.

24. Assistance regarding Patent and Copyright Infringement. In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

25. Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

26. Access to Records. CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

27. Waiver. Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

28. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

29. Nondiscrimination. Independent Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

30. Dual Payment. Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.

31. Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Washington.

32. Entire Agreement. This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective the date first set forth above.

CITY OF COBURG

Anne L. Heath, City Administrator

Date

Contract Service Provider
NORTHCORE USA, LLC

Page Diemer, Owner

Date

EXHIBIT A**SCOPE OF WORK****Replacement Project**

ITEM No. ODOT SPEC	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL BID PRICE
1 00210	Mobilization, Bonds, and Insurance	1	Lump Sum	52844.38	52,844.38
2 00225	Temporary Work Zone Traffic Control, Complete	1	Lump Sum	7967.72	7,967.72
3 00280	Erosion Control	1	Lump Sum	2068.32	2,068.32
4 00305	Site Layout, Complete	1	Lump Sum	11000.00	11,000.00
5 00305	Construction Staking	1	Lump Sum	981.53	981.53
6 00310	Saw Cutting (Includes Second Cut)	2836	Linear Feet	3.59	10,181.24
7 00310	Removal of Valve and Valve Boxes	3	Each	582.30	1,746.90
8 00310	Removal of Water Sampling Station	1	Lump Sum	1700.21	1,700.21
9 00490	Pothole Utility Conflicts	19	Each	685.70	13,028.30
10 00495	Trench Resurfacing	409	Square Yards	80.04	32,736.36
11 00759	Concrete Valley Gutter Repair (7-Inch min. Thickness)	27	Square Feet	100.77	2,720.79
12 00759	Concrete Driveway Repair (6-Inch min. Thickness)	22	Square Feet	47.43	1,043.46
13 00759	Concrete Walk Repair (4-Inch min. Thickness)	22	Square Feet	45.98	1,011.56
14 01130	Site Restoration	1	Lump Sum	9364.44	9,364.44
15 01140	Ductile Iron Tee, 8-Inch x 6-Inch	2	Each	998.84	1,997.68
16 01140	Ductile Iron Tee, 8-Inch	2	Each	1111.58	2,223.16
17 01140	Ductile Iron Tee, 8-Inch x 12-Inch	1	Each	2718.62	2,718.62
18 01140	Ductile Iron Bend, 8-Inch (11.25 Degrees)	4	Each	768.06	3,072.24
19 01140	Ductile Iron Bend, 8-Inch (22.5 Degrees)	3	Each	788.21	2,364.63
20 01140	Ductile Iron Bend, 8-Inch (45 Degrees)	8	Each	792.25	6,338.00
21 01140	Ductile Iron Blind Flange, 8-Inch	2	Each	803.97	1,607.94

22 01140	6-Inch PVC C-900 Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill (3' minimum depth)	30	Linear Feet	139.93	4,197.90
23 01140	8-Inch PVC C-900 Water Pipe, Fittings and Couplings with Restrained Joints and Class B Backfill (3' minimum depth)	1180	Linear Feet	73.28	86,470.40
24 01140	Connect New Service to Existing Water Meter	20	Each	1465.87	29,317.40
25 01140	6-Inch Gate Valve	2	Each	2029.18	4,058.36
26 01140	8-Inch Gate Valve	6	Each	2811.18	16,867.08
27 01140	Repair Existing 12" AC Waterline on E. Van Duyn @ Alley	1	Lump Sum	7009.47	7,009.47
28 01150	12-Inch Hot Tap (12" Mueller with Mechanical Joint Tapping Sleeve or Equal) and 8-Inch Tapping Valve Mechanical Joint Thrust Restraint	1	Each	9153.68	9,153.68
29 01150	Residential 1/4 Turn Ball Valve and Reconnection per Construction Note 220	1	Each	952.07	952.07
30 01160	Hydrant Assemblies, Complete	2	Each	6627.22	13,254.44
31 01160	Hydrant Removal, Complete	1	Each	2823.29	2,823.29
32 01170	Remove and Relocate Water Meter Assembly	6	Each	1343.95	8,063.70
33 01170	Reroute Private Water Service, Complete 91225 N Willamette Street	1	Each	4299.27	4,299.27
34 01170	Reroute Private Water Service, Complete 91219 N Willamette Street	1	Each	4299.27	4,299.27
35 01170	Reroute Private Water Service, Complete 91211 N Willamette Street	1	Each	4299.27	4,299.27
36 01170	Reroute Private Water Service, Complete 91209 N Willamette Street	1	Each	4299.27	4,299.27
37 01170	Reroute Private Water Service, Complete 91214 N Harrison Street	1	Each	4299.27	4,299.27
38 01170	Reroute Private Water Service, Complete 91210 N Harrison Street	1	Each	4,299.27	4,299.27

39 01170	1-Inch Polyethylene Water Service Line SDR-7, Class B Backfill	385	Linear Feet	4.88	1,878.80
40 01170	1-Inch Polyethylene Water Service Line SDR-7, Class E Backfill	105	Linear Feet	14.90	1,564.50
41 01170	Identify Service from Water Meter into Private Property per Construction Note 219	21	Each	756.19	15,879.99
42 02490	Water Meter Box and Lid	6	Each	281.61	1,689.66
BID TOTAL					\$ 397,693.84

Total Amount of Base Bid

\$ 397,693.84

EXHIBIT B

Construction Contract Requirements for Recipients of Safe Drinking Water financing

SAM Registration and DUNS number are required for all entities that enter into direct contracts with the recipients of Safe Drinking Water Revolving Loan funds

<p>SAM Registration: http://www.sam.gov/portal/public/SAM/</p> <p>NOTE: The SAM registration expires annually and must be kept active until the SDWRLF project is closed</p>	<p>DUNS Number http://www.dnb.com/get-a-duns-number.html</p>
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Language to be included verbatim in construction contracts according to any accompanying instructions

Clauses required in all Contracts

- Termination for Cause and for Convenience & Breach of Contract** (language to be included in all construction contracts and subcontracts in excess of \$10,000:)
- “Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.”
- Equal Employment Opportunity** (language to be included in all construction contracts and subcontracts in excess of \$10,000:)
- “Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).”
- Procurement of Recovered Materials** (language to be included in all construction contracts and subcontracts in excess of \$10,000:)
- “Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement of recovered materials in a manner designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247.”
- Whistleblower** (language to be included in all construction contracts and subcontracts)
- “Contractor receiving SDWRLF funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).”

- Source of Funds** (language to be included in all construction contracts and subcontracts)

“Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of Local and/or Private Funds. “

- Suspension and Debarment** (language to be included in all construction contracts and subcontracts)

“Contractor certifies that it is not debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension”, and shall not contract or permit any subcontract at any level with any party similarly excluded or ineligible. A list of excluded parties is available in the System for Award Management (SAM) at www.sam.gov, under “search records”.”

- Copeland “Anti-Kickback” Act** (language to be included in all construction contracts and subcontracts)

“Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 847) as supplemented in Department of Labor regulations (29 CFR part 3).”

- Intellectual Property** (language to be included in all construction contracts and subcontracts:)

“Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors under this contract, or developed under contract with the Contractor specifically to fulfill Contractor’s obligations related to this contract.”

- Inspections; Information** (language to be included in all construction contracts and subcontracts:)

“Contractor shall permit, and cause its subcontractors to allow *[insert name of water system Owner]*, the State of Oregon, the federal government and any party designated by them to:

- Examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project.
- Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.

- Disadvantaged Business Enterprises** (language to be included in all construction contracts and subcontracts:)

Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in Section 4.1 of the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment,

supplies, engineering or other services that constitute the Project financed by this Contract. Recipient will maintain documentation in a Project file on Disadvantaged Business Enterprises. Recipient will maintain documentation in a Project file and submit required forms, as described in Section 4.1 of the Safe Drinking Water Handbook. Recipient will ensure that all prime contractors and subcontractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements. Recipient will ensure that each procurement contract (prime plus all subcontractor contracts) includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

Recipient will ensure that all prime contractors and subcontractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements.

(Include the following forms, found in the Business Oregon Preconstruction Packet:)

- *DBE Six Good Faith Efforts and Form*

American Iron Steel

(language to be included in all construction contracts and subcontracts:)

The Contractor acknowledges to and for the benefit of the *[insert name of water system Owner]* (“Purchaser”) and the State of Oregon (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Federal Labor Standards

(language to be included in all construction contracts and subcontracts.)

NOTE: Oregon Bureau of Labor and Industries (BOLI) prevailing wage requirements apply to public entities for projects over \$50,000 and private entities for projects that utilize more than \$750,000 of public funds.

Prevailing Wage Requirements.

“Construction projects assisted in whole or in part with the Safe Drinking Water Revolving Loan Fund Program (SDWRLF) must be carried out in compliance with Federal Davis Bacon and Related Acts and the Oregon Bureau of Labor and Industries (BOLI) requirements. Contractor shall pay each worker employed in the performance of this contract not less than the higher of the wage rate for the type of work being performed as set forth in either the Oregon Prevailing Wage “Prevailing Wage Rate for Public Works Contracts in Oregon” (if applicable) or the applicable federal Davis-Bacon Wage Decision. Contractor shall download a U.S. Department of Labor Employee Fair Compensation Notice and post it at the work site along with a list of locally prevailing wage rates. Contractor shall prepare and submit weekly Certified Payroll Reports on forms to be supplied by Business Oregon. Contractor shall permit access to construction site in order to conduct on-site interviews with workers during working hours.”

(1) Minimum wages.

(i) All lars and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or

any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require

a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater

than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Additional Clauses for Contracts greater than 100,000

Construction contracts and subcontracts greater than 100,000 must include all clauses listed above in addition to the clauses listed below

Federal Labor Standards

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The sub recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or

mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through

(4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial

interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The sub recipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

- Environmental and Natural Resource Laws** (include the following language in all construction contracts and subcontracts in excess of \$100,000:)

"Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

- Prohibition on the Use of Federal Funds for Lobbying** (Certification Regarding Lobbying form follows, for any contracts in excess of \$100,000)

Certification Regarding Lobbying

(Awards to Contractors and Subcontractors in Excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____
Title _____
Date _____

EXHIBIT C

GOOD FAITH EFFORS

Six Good-Faith Efforts

Any public water system receiving an award from the Safe Drinking Water Revolving Loan Fund and the Drinking Water Source Protection Fund must ensure good-faith implementation of the six good-faith efforts comprising the federal “Fair Share Program,” for the solicitation of all contractors providing construction, equipment, supplies, engineering or other services that constitute the project financed by the award.

Documentation demonstrating that these six good faith efforts have been taken must be included and maintained in the water system’s project files. Likewise, once a **contractor** has been selected by the water system, that contractor must adhere to the following six good-faith efforts in soliciting its subcontractors:

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources. (Note: The acronym DBE used throughout this document is a global term for Minority Business Enterprises (MBEs) and Women’s Business Enterprises (WBEs).
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, state and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Utilize the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take these six good-faith efforts in subcontracting with Disadvantaged Business Enterprises for any subcontract that they let.

Locating Disadvantaged Business Enterprises for Outreach

Applicable MBE / WBEs are certified by the Office of Minority, Women and Emerging Small Business (OMWESB), Small Business Administration, or by a federal agency. The following sites may be of assistance for locating Minority or Women-Owned Business (MBE / WBE) firms and others may exist too:

- Office of Minority, Women and Emerging Small Business (OMWESB) Directory of Certified Firms at <http://www.oregon4biz.com/How-We-Can-Help/OMWESB/>
- Federal System for Award Management at <https://www.sam.gov>
- Minority Business Development Agency, US Dept. of Commerce at www.commerce.gov/os/ogc/minority-business-development-agency
- EPA's Office of Small Business Programs at www.epa.gov/osbp/
- Oregon Office of Economic & Business Equity at <https://dasapp.oregon.gov/statephonebook/display.asp?agency=12100&division=12103>
- U.S. Department of Transportation at www.dot.gov/osdbu/disadvantaged-business-enterprise

Prevention of Unfair Practices

Finally, there are a number of provisions designed to prevent unfair practices that may adversely affect DBEs that are now required of the prime contractor for every SDWRLF funded project:

- A SDWRLF loan recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment.
- A SDWRLF loan recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- If a DBE subcontractor fails to complete work under the subcontract for any reason, the SDWRLF loan recipient must require the prime contractor to employ the Six Good-Faith Efforts if soliciting a replacement subcontractor.
- A SDWRLF loan recipient must require its prime contractor to employ the Six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.

EXHIBIT D

RELEVANT PROVISIONS OF ORS CHAPTER 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall

contain a condition that the contractor shall:

1. Make payment promptly, as due, to all persons supplying to the contractor for labor or material for the performance of the work provided for in the contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

279B.230 Condition concerning payment for medical care and providing workers' compensation.

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartner ship, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - a. Except as provided in subsection (4) of this section, contracts for services must obtain a provision that requires that persons employed under the

contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

- b. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: COST OF LIVING ADJUSTMENT FY 2023-2024

Meeting Date: April 11, 2023

Staff Contact: Anne Heath, City Administration/Budget Officer

Contact: 541-682-7871, anne.heath@ci.coburg.or.us

REQUESTED COUNCIL ACTION

- Approve Cola Adjustment for budget process
-

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

2023-24 City Council Goals:

- Fiscal Stewardship
-

BACKGROUND

In the past the staff has asked Council for direction in setting the Cost of Living Adjustment (COLA) for the upcoming budget process. This will reflect in cost of living raises for staff beginning July 1, 2023.

The City prepared a five-year budget with an anticipated 4% COLA per year in 2022. However, one year is considered the actual budget, and the other four years are for analysis purposes. Therefore, this percentage can be changed prior to completion of the budget in any year.

Staff reviewed the Consumer price index as well as what other Oregon cities are budgeting for a COLA. Federal COLA raises have not been finalized for 2024.

We have requested information from other cities regarding where they will be setting their COLA, and the average is 4% from the Cities who responded back to us. Therefore, Coburg is in line with what other cities are budgeting.

RECOMMENDATION

Staff recommends a COLA for the FY 2023-2024 of 4%

ALTERNATIVES

- Council may elect to change the recommended COLA amount to a higher or lower

percentage.

PUBLIC INVOLVEMENT

Budget Process is open to the public

NEXT STEPS

Implement COLA into the budget of the City

ATTACHMENTS

1. Consumer Price Index – As of November, 2022
2. Other City – Cola Amounts

CONSUMER PRICE INDEX*
Base Period: 1982-1984 = 100
Not Seasonally Adjusted

These numbers are from the U.S. Bureau of Labor and Statistics Website (www.bls.gov/cpi) and PRH has not independently verified the accuracy.

West – Size Class B/C is the CPI based on cities with populations of less than 2,500,000 in 13 Western states

Pacific—Size Class is a division of the West Region including cities CA, OR, WA, AK and HI

CPI-U

	U.S. City Average		West – Size Class B/C		Pacific Size Class	
	2022	2021	2022	2021	2022	2021
January	7.5%	1.4%	8.1%	1.6%	7.3%	1.5%
February	7.9%	1.7%	8.5%	1.8%	7.4%	1.6%
March	8.5%	2.6%	9.0%	2.6%	8.1%	2.4%
April	8.3%	4.2%	8.6%	3.9%	7.8%	3.8%
May	8.6%	5.0%	8.4%	5.4%	8.0%	4.5%
June	9.1%	5.4%	8.5%	6.0%	8.3%	5.2%
July	8.5%	5.4%	8.3%	6.0%	7.8%	5.0%
August	8.3%	5.3%	8.3%	5.6%	7.6%	4.8%
September	8.2%	5.4%	8.3%	5.7%	7.7%	5.0%
October	7.7%	6.2%	8.3%	6.3%	7.7%	5.6%
November	7.1%	6.8%	7.2%	6.9%	6.7%	6.1%
December		7.0%		7.4%		6.5%

CPI-W

	U.S. City Average		West – Size Class B/C		Pacific Size Class	
	2022	2021	2022	2021	2022	2021
January	8.2%	1.6%	8.8%	1.9%	8.0%	1.7%
February	8.6%	1.9%	9.2%	2.1%	8.0%	1.9%
March	9.4%	3.0%	9.8%	2.9%	8.9%	2.8%
April	8.9%	4.7%	9.3%	4.5%	8.5%	4.3%
May	9.3%	5.6%	9.0%	6.1%	8.5%	5.2%
June	9.8%	6.1%	9.1%	6.9%	8.8%	6.0%
July	9.1%	6.0%	8.8%	6.7%	8.2%	5.8%
August	8.7%	5.8%	8.7%	6.2%	7.9%	5.5%
September	8.5%	5.9%	8.7%	6.2%	8.0%	5.5%
October	7.9%	6.9%	8.8%	6.8%	8.1%	6.2%
November	7.1%	7.6%	7.7%	7.6%	6.8%	6.8%
December		7.8%		8.1%		7.3%

** The Consumer Price Index (CPI) is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. There are many indices reported by the Bureau of Labor and Statistics. The CPI-U is a general index that tracks retail prices affecting urban consumers. The CPI-W is a more focused index that tracks retail prices affecting urban hourly wage earners and clerical workers. The percentage numbers presented reflect the 12-month percentage change. (for example: from January 2020 from January 2019) The US City Average is most generic and broad; whereas West B/C is regional to the West Coast. The Portland-Salem CPI index is no longer being reported by B.L.S. The Pacific Size index is a newer index with the base period of December 2017. Because it is a newer index, it has limited historical value. Any particular use of a CPI Index merits independent review and analysis for the demographics of your agency.*

COLA PER CITY FOR FY 2024

Roseburg	4%	
McMinnville	4%	
Seaside	Follow the CPI-U, West - Class B/C Index	Uion 4 %
Union	4%	
Molalla	3%	
Ontario	4%	
The Dalles	Updating their whole Exempt Wage Table - Bringing wages in line with comparables. Police Union 7% raise	
League of Oregon Cities	4%	
Creswell	4%	
Florence	3% Capped at 3% by employee policy for non-represented employees. Police Contract are still in discussion	
Oakridge	3% Next 3 years	

COBURG CITY COUNCIL MONTHLY REPORTS



TOPIC: Lease Agreement West Point Lodge #62 IOOF

Meeting Date: April 11, 2023

Staff Contact: Tracey Pugh

Contact: 541-682-7858, Tracey.Pugh@ci.coburg.or.us

REQUESTED COUNCIL ACTION:

Approval for the City to renew Real Estate Agreement with IOOF

Recommended Motion: I move to approve the renewal of Real Estate Lease Agreement with West Point Lodge #62 through for five years expiring May 31, 2028.

CITY COUNCIL GOAL

Economic Development

BACKGROUND

In 2021 the City entered into a two-year lease agreement with IOOF to be used as a community asset which may include a Museum or display of historic community artifacts, office space for Coburg Main Street and/or, meeting space for public meetings, rentable event space, rentable kitchens makers space, gathering space for community events or other uses which support the Economic Development and Vitality of the community providing a community asset. The building will fulfill the need for community space which could include many functions including:

- Additional meeting space for public meetings
- Offices for Community Partners including Coburg Main Street and/or Community Foundation
- Gathering space for Community Events
- Museum and/or display of historic community artifacts
- Rentable event space
- Rentable kitchen Makers Space

The Lease agreement will expire in May and needs to be renewed.

At the City Council retreat it was expressed that the Council would like to see a five-year agreement in light of the investments that the City and the Community are putting into the building. The IOOF (West Point Lodge #62) have agreed to a five-year lease.

LEASE AGREEMENT

The agreement will be extended for a five-year period. There are no other substantial changes in the agreement.

BUILDING USE

The building is currently being used for senior meals, community events, Main Street meetings, and is rentable through the city for private events. The following has been completed in order to make the building more useable:

- New dishwasher
- New refrigerator
- New stove
- High speed internet – which makes the space more usable for meetings and events

NEXT STEPS - WORK PLANNED FOR BUILDING

Coburg Main Street is working to get volunteers, Board Members, and community members to help with some remodeling of the kitchen and bathroom, and then hope to receive some grants to help with additional renovations. Some of these projects include:

- Bathroom remodeled and ADA compliant
- New kitchen counters, flooring, paint and line cupboards
- New Mill Street entryway that is ADA compliant
- New flooring in entryway by the bathroom (wood flooring is under carpet)
- Paint interior walls

BUDGET

The lease agreement is for \$12,000 annually. These funds are paid out of economic development funds which are raised through transient room tax and Lane County Economic Development tourism dollar sharing. The total received for these two revenues is approximately \$42,000 per year.

Fees for use have not reached their potential because of limitations in the kitchen which is being remedied through donations of time and funds. Fees collected to date have been approximately \$500.

RECOMMENDATION

Staff recommends that the Council approve the lease agreement.

CONCLUSION

The availability of public space is limited in Coburg. This will allow for public meetings, events, senior meals, etc. to be continued in the IOOF building. In addition, with the updates to the kitchen we come closer to offering the opportunity for a maker's space to support entrepreneurs in Coburg. Revenues can be generated from the rental of the space in order to offset the costs of the lease. The building has the potential to be restored to a valued public space as well as the future offices of Coburg Main Street. The parking lot is fulfilling a demand for more downtown parking.

ATTACHMENTS

- A. Real Estate Lease Agreement
-

Reviewed Through:

Anne Heath, City Administrator
Sammy Egbert, City Recorder

REAL ESTATE LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into this 1st day of June, 2023, by and between West Point Lodge #62, hereinafter called the Lessor, and CITY OF COBURG, hereinafter called the Lessee.

In consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept and faithfully performed, the Lessor does hereby lease, demise and let unto the said Lessee those certain premises, as is, situated in the City of Coburg, County of Lane and State of Oregon, at: 91119 N. Willamette Street (approximately 2100 sf of ground floor retail space and the attached parking lot to the south of the building.) upon the following TERMS and CONDITIONS:

SECTION 1. OCCUPANCY

- 1.1 Original Term.** The term of this lease shall commence on June 1, 2023 and continue through May 31, 2028.
- 1.2 Possession.** Lessee's rights to possession and obligations under this lease shall commence on June 1, 20228.
- 1.3 Area of Lease.** Area of lease shall consist of the full downstairs of the property including community room, kitchen, bathroom, and storage rooms and closets. In addition, the lease extends to the outside common areas and full parking lot.
- 1.4 Renewal Option.** If Lessee desires to extend the Lease and if the Lease is not then in default, Lessee shall have the option to renew this Lease for one successive term of five years as follows:
- (a) The renewal term shall commence on the day following the date of termination of the preceding term.
- (b) The option must be exercised by written notice to Lessor not less than NINETY (90) days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties who shall then be bound to take the steps required in connection with the determination of rent as specified below.
- (c) The basic rental rate of the lease for any renewal term shall be the greater of (i) the ending rental rate of the preceding term, (ii) a reasonable rental rate for the ensuing term, as mutually agreed to by the parties, or (iii) as described in Section 2.1 below.
- 1.5** Lessor, or Lessor's agent, shall have the right to place "For Lease", "For Sale" or similar such signs on the subject leased property at any time within the last one hundred and twenty (120) days of the lease term. The location of such signs shall be at the sole discretion of the Lessor (see also 18.7).

SECTION 2. RENT

- 2.1 Base Rent.** Lessee shall pay to Lessor on the first day of each month, beginning June 1, 2023, in advance to the management of IOOF at PO Box 8543, Coburg, Oregon 97408. The monthly rent sum of \$1,000 per month.

- 2.2 Late Payment Charges.** If Lessee fails to pay, within TEN (10) days after the due date thereof, any rent, Lessor advance, or other charge payable by Lessee under this Lease, then Lessee shall be obligated to pay to Lessor (in addition to the overdue principal amount of the rent, advance, or other charge) a late payment charge of \$50.00 with said late payment charge being compounded monthly, for each month or fraction of a month during which the overdue principal amount remains unpaid. Payment date shall be that date on which Lessor receives said payment.
- 2.3 Security Deposit.** To secure Lessee's compliance with all terms of this lease, Lessee has paid Lessor the sum of \$500 as a deposit. The deposit shall be a debt from Lessor to Lessee, refundable within THIRTY (30) days following expiration of the lease term or other termination not caused by Lessee's default. Lessor shall have the right to offset against the deposit any sums owing from Lessee to Lessor and not paid when due, any damages caused by Lessee's default, the cost of curing any default by Lessee should Lessor elect to do so, and the cost of performing any repair or cleanup that is Lessee's responsibility under this lease. Offset against the deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by Lessor, as its option, in addition to any other remedy provided by law or this lease for Lessee's nonperformance. Lessor shall give notice to Lessee each time an offset is claimed against the deposit, and, unless the lease is terminated, Lessee shall within TEN (10) days following such notice deposit with Lessor a sum equal to the amount of the offset so that the total deposit amount, net of offset, shall remain constant throughout the lease term.
- 2.4 Additional Rent.** All taxes, insurance costs, utility charges, maintenance and other charges which Lessee is required to pay by this lease, as outlined in Sections 7.2 and 8.1 of this lease, and any other sum which Lessee is required to pay to Lessor or third parties shall be additional rent.

SECTION 3. REPAIRS AND MAINTENANCE

- 3.1 Lessor's Obligations.** The following shall be the responsibility of Lessor:
- (a) Lessor warrants that all heating, cooling, electrical and plumbing systems are in reasonable operating order at date of Lessee's possession.
 - (b) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, and foundations.
 - (c) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Lessee and Lessor or Lessees of other portions of the same building.
 - (d) Repair and maintenance of exterior water, sewage, gas and electrical services up to the point of entry to the leased premises.
 - (e) Repair and maintenance of the heating system to include ordinary maintenance.

(f) Secure access to the stairs at the lower level and lock doors on the upper level of the hall. The Lessor holds the Lessee harmless for any entrance or damage to the upper-level area.

(g) The Lessor agrees to install and maintain smoke alarms and CO2 alarms at their cost to the downstairs leased area.

3.2 Lessee's Obligations. The following shall be the responsibility of Lessee:

(a) Any repairs necessitated by the negligence of Lessee, its agents, employees and invitees, except as provided in Paragraph 7.1 dealing with waivers of subrogation.

(b) Any repairs or alterations required under Lessee's obligation to comply with laws and regulations as set forth in Paragraph 4.2 (a) below.

(c) All other repairs to the premises which Lessor is not required to make under Paragraph 3.1 above.

(d) Compliance with all reasonable rules and regulations respecting the use of the Leased Premises issued by Lessor from time to time and communicated to Lessee in writing.

(e) Not commit waste, not suffer or permit waste to be committed, and not cause or permit any nuisance on or in the Leased Premises.

3.3 Lessor's Interference with Lessee. Any repairs, replacements, alterations, or other work performed on or around the leased premises by Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

3.4 Reimbursement for Repairs Assumed. If either party fails or refuses to make repairs which are required by this Section 3, the other party may make the repairs, and charge the actual costs of repairs to the first party. Such expenditures by Lessor shall be reimbursed by Lessee on demand, together with interest at the rate of FIVE (5%) percent per annum from the date of expenditure by Lessor. Such expenditures by Lessee may be deducted from rent and other payments subsequently becoming due, or, at Lessee's election, collected directly from Lessor. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party, and charge the other party for the resulting expenses unless at least THIRTY (30) days before work is commenced, the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

- 3.5** **Inspection of Premises.** Lessor shall have the right to inspect the premises at any reasonable time or times, during normal business hours and without undue interference to Lessee's business operations, to determine the necessity of repairs. Whether or not such inspection is made, the duty of Lessor to make repairs shall not mature until a reasonable time after Lessor has received from Lessee notice in writing of the repairs that are required.

SECTION 4. USE OF THE PREMISES

- 4.1** **Permitted Use.** The premises shall be used as a community asset which may include a Museum or display of historic community artifacts, office space for Coburg Main Street and/or, meeting space for public meetings, rentable event space, rentable kitchens makers space, gathering space for community events or other uses which support the Economic Development and Vitality of the Community and for no other purpose without the written consent of Lessor. Lessor makes no representations as to the suitability of the premises for Lessees anticipated use(s), and Lessee acknowledges that Lessee has through its own due diligence determined suitability and, except as may be specially provided otherwise herein, hereby accepts the premises in the current "AS IS" condition.
- 4.2** **Restrictions on Use.** In connection with use of the premises Lessee shall:
- (a) Conform to all applicable laws and regulations of any public authority affecting the premises, and the use, including any requirements of any governmental agency relating to the use, storage, or spillage of any hazardous waste or materials, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use, but Lessee shall not be required to make any structural changes to effect such compliance unless such changes are required because of Lessee's specific use. Lessee shall indemnify and hold Lessor harmless from any and all liability, including Lessor's reasonable attorney's fees, which Lessor may incur by reason of any default of Lessee in compliance with this paragraph.
- (b) Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rates, or would prevent Lessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Lessor to obtain reduced premium rates for long-term fire insurance policies, unless Lessee pays the additional cost of the insurance.
- (c) Refrain from any use which would be reasonably offensive to other Lessees or owners or users of neighboring premises or which would tend to create a nuisance or damage the reputation of the premises.
- (d) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Lessor.
- 4.3** **Signs.** Lessee is strictly forbidden from making any marks on or attaching any signs, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the prior written consent of Lessor.

Should Lessor give consent for installation of any sign by Lessee, said consent would be subject to Lessor's approval of the proposed sign placement, method of installation, design, size, color, wording and evidence of approval by the prevailing local governmental authority.

The entire cost related to any approved sign, design, construction and installation shall be the sole obligation of the Lessee. Immediately upon termination of Lessee's tenancy all signs previously installed by Lessee shall be removed by Lessee, at Lessee's expense, and the area where the sign was installed or attached, repaired to its original condition.

- 4.4 Parking.** Lessee intends to utilize the parking area for public parking while visiting downtown businesses, restaurants, and attendance at events conducted on the premises. Lessee agrees to promptly comply with all parking instructions and restrictions as Lessor may, from time to time, impose for purposes of achieving the orderly and reasonable allocation of available on-site parking amongst the Lessee, customers, employees and agents of the subject property.

SECTION 5. HAZARDOUS MATERIALS

Lessee shall not cause or permit any Hazardous Material (as defined in Section 5.3) to be brought upon, kept or used in or about the Leased Premises without the express prior written consent of Lessor (which Lessor shall not unreasonably withhold, provided that Lessee demonstrates to Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to Lessee's business, and that such Hazardous Material will be used, kept and stored in a manner that complies with all laws, rules, ordinances and regulations relating to the storage and use of the Hazardous Material). Lessor's consent shall not be deemed to be a waiver by Lessor of its rights to indemnification by Lessee as stated in Section 5.1. If Lessee breaches the obligations stated herein, or if the presence of Hazardous Material on the Leased Premises caused or permitted by Lessee at any time after execution of this Agreement, results in any contamination of the Leased Premises or any other private or public property, including, without limitation, sewers or streets, or if contamination of the Leased Premises by Hazardous Material otherwise occurs for which Lessee is legally liable to Lessor or to any third party for damages resulting therefrom, then:

- 5.1 Indemnity.** Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities and losses (including, without limitation, diminution in value of the Leased Premises, damages for the loss or restriction on use of the Leased Premises, and sums paid in settlement of claims, attorney's fees, consultant fees and expert fees) that arise during or after the term of this Lease, as a result of or in connection with such contamination. The foregoing indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required or recommended by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Leased Premises or any public facilities.
- 5.2 Return to Existing Conditions.** Lessee shall promptly take any and all actions, at its sole cost and expense, as are necessary or appropriate to return the Leased Premises or other private or

public facilities to the condition existing prior to the introduction of any Hazardous Material to the Leased Premises; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld if such actions would not potentially have any material adverse effect on the Leased Premises or other private or public facilities. All contractors, laboratories and engineering firms (hereinafter "Consultants") chosen by Lessee to undertake any remedial action that may be necessary or appropriate on or about the Leased Premises or other private or public facilities shall be approved by Lessor prior to their employment by Lessee, which approval will not be unreasonably withhold. Consultants shall be licensed and bonded in accordance with all applicable laws. Duplicate copies of all reports and findings made by Consultants with regard to the condition of the Leased Premises or other private or public facilities shall be delivered to Lessor concurrently with their delivery to Lessee. Lessee shall have the work done by the Consultants at Lessee's sole risk and shall indemnify and hold Lessor and Lessor's agents and employees harmless from and against any and all loss, costs, liability, damage and expense relating to or arising from any damage or injury to Lessee, the Consultants, or the agents of either of them, for any third-party liability incurred by any of them, and for any claim by Lessor, or Lessor's agents or employees by reason of any such work conducted by Consultants.

- 5.3 Hazardous Material.** As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Oregon, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is designated as a hazardous substance pursuant to the Water Pollution Control Act (33 USC Section 1317); or defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 USC Section 6901 et seq.); or defined as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq.); or defined as a hazardous material pursuant to Article 90 of the Uniform Fire Code, as adopted by the City or County in which the subject property is located and, as amended from time to time.

SECTION 6. ALTERATIONS

- 6.1 Alterations Prohibited.** Lessee shall make no improvements or alterations that are not authorized in this agreement to the leased premises of any kind without first obtaining Lessor's written consent.
- 6.2 Temporary Flooring.** Lessee may install temporary flooring as they deem necessary, it may not have any glue or other adhesive material which would cling to existing floor. **6.3** Lessee may install outside cameras to ensure security to the lessee's business and the parking lot. Locations of cameras will be approve by the Lessor and installation of cameras is to be completed in a manner that will not cause deterioration to the building exterior.
- 6.3 Parking Sign.** The Lessee agrees to post signs in the parking lot stating that parking is for Coburg Visitors Downtown Parking or IOOF members.

6.4 Ownership of Alterations. All improvements and alterations performed on the leased premises by either Lessor or Lessee shall be the property of Lessor when installed unless the applicable lessor's consent specifically provides otherwise.

SECTION 7. INSURANCE

7.1 Insurance Required. Lessor shall be responsible for insuring the premises and parking area, and Lessee for insuring its personal property and trade fixtures located on the premises. Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks covered by a standard fire insurance policy with an extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other arising out of any such loss.

7.2 Liability Insurance. Lessee shall maintain and continue to carry the following insurance at Lessee's costs: Public liability and property damage insurance in a responsible company with limits of not less than \$1,000,000 dollars for injury to one person \$1,000,000 dollars for injury to two or more persons, and \$1,000,000 dollars for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the Leased Premises whether or not related to an occurrence caused or contributed to by Lessor's negligence, shall protect Lessee against the claims of Lessor on account of the obligations assumed by Lessee under Paragraph 7.1, and shall protect Lessor and Lessee against claims of third persons. Certificates evidencing such insurance, and bearing endorsements requiring TEN (10) days written notice to Lessor prior to any change or cancellation shall be furnished to Lessor prior to Lessee's occupancy of the property.

SECTION 8. UTILITIES AND SERVICES

8.1 Utility and Service Charges. Utilities and services shall be paid by:

<u>Utility and Service</u>	<u>Lessor</u>	<u>Lessee</u>	<u>REMARKS</u>
Telephone	()	(x)	
Electric Service	()	(x)	
Natural Gas Service	()	(x)	
Municipal Water Service	()	(x)	
Sewer Service	()	(x)	
Refuse Collections	()	(x)	
Interior Janitorial Service	()	(x)	
Storm Water Charges	()	(x)	
Landscape Care & Maintenance	()	(x)	
Other	()	(x)	Internet Wi-Fi

8.2 Telephone Service. Lessee hereby takes possession of said leased premises with telephone service in an "as-is" condition. Lessee acknowledges inspection of telephone service and accepts service as adequate.

SECTION 9. TAXES

9.1 Real Property Taxes. Lessor shall pay all real property taxes assessed against Lessor's real property.

SECTION 10. DAMAGE AND DESTRUCTION

10.1 Partial Damage. If the leased premises are partly damaged, and Paragraph 10.2 below does not apply, the property shall be repaired by Lessor at Lessor's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes, and matters beyond the control of Lessor, and shall be performed in accordance with the provisions of Paragraph 3.3 above.

10.2 Destruction. If the leased premises are destroyed or damaged such that the cost of repair exceeds FIFTY (50%) percent of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than FORTY-FIVE (45) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Lessee shall be entitled to any prepaid amounts previously paid by Lessee, and attributable to the anticipated term. If neither party elects to terminate, Lessor shall proceed to restore the leased premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible, and thereafter shall proceed without interruption except for work stoppages on account of labor disputes, and matters beyond the control of the Lessor.

10.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are un-leasable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Lessee, their agents, employees or invitees.

10.4 Damage Late in Term. If damage or destruction to which Paragraph 10.2 would apply occurs within ONE (1) year prior to the end of the then current lease term, Lessee may elect to terminate the lease by notice in writing to Lessor given within THIRTY (30) days after the date of the damage.

SECTION 11. EMINENT DOMAIN

11.1 Partial Taking. If a portion of the leased premises is condemned, and Paragraph 11.2 does not apply, the lease shall continue on the following terms:

(a) Lessor shall be entitled to all of the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation.

(b) Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the premises as are necessary to restore the remaining premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(c) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Lessor to restore the balance of the property in anticipating of taking, the rent shall be reduced in proportion to the reduction in value of the leased premises as an economic unit on account of the partial taking. If the parties are unable to agree upon the amount of the reduction of rent, the amount shall be determined by arbitration in the manner as is provided in Section 20.

(d) If a portion of Lessor's property not included in the leased premises is taken, and severance damages are awarded on account of the leased premises, or an award is made for detriment to the leased premises as a result of activity by a public body not involving a physical taking of any portion of the premises, this shall be regarded as a partial condemnation to which subparagraphs (a) and (c) apply, and the rent shall be reduced to the extent of reduction in rental value of the premises as though a portion had been physically taken.

11.2 Total Taking. If a condemning authority takes all of the leased premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use which Lessee was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as termination under Paragraph 11.1 (a) above. Lessor shall be entitled to all of the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation.

11.3 Sale in Lieu of Condemnation. Sale of all or part of the leased premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercises of the power shall be treated for the purposes of this Section 11 as a taking by condemnation.

SECTION 12. LIABILITY AND INDEMNITY

12.1 Liens.

(a) Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises, and shall keep the premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so, and collect the cost as additional rent. Any amount so added shall bear interest at the rate of FIVE (5%) percent per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

(b) Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within TEN (10) days deposit with Lessor cash or sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien, plus any costs, attorney's fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

12.2 Indemnification. Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or related to any activity of Lessee on the leased premises or any condition of the leased premises in the possession or under the control of Lessee. Lessor shall have no liability to Lessee for any loss or damage caused by third parties or by any condition of the premises, except to the extent caused by Landlord's negligence or breach of duty under this Lease Agreement.

SECTION 13. QUIET ENJOYMENT; MORTGAGE PRIORITY

13.1 Lessor's Warranty. Lessor warrants that it is the owner of the leased premises, and has the right to lease them. Lessor will defend Lessee's right to quiet enjoyment of the leased premises from the lawful claims of all persons during the lease term.

13.2 Mortgage Priority. This lease is and shall be prior to any mortgage or deed of trust ("Encumbrance") recorded after the date of this lease and affecting the premises. However, if any lender holding such an Encumbrance requires that this lease be subordinate to the Encumbrance, then Lessee agrees that the lease shall be subordinate to the Encumbrance if the holder thereof agrees in writing with Lessee that so long as Lessee performs its obligations under this lease no foreclosure, deed given in lieu of foreclosure, or sale, pursuant to the terms of the Encumbrance, or other steps or procedures taken under the Encumbrance shall affect Lessee's rights under this lease. If the foregoing condition is met, Lessee shall execute the written agreement, and any other documents required by the holder of the Encumbrance to accomplish the purposes of this paragraph. If the premises are sold as a result of foreclosure of any Encumbrance thereon, or otherwise transferred by Lessor or any successor, Lessee shall agree to be the lessee of the purchaser or transferee.

13.3 Certificate. Either party will within TWENTY (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this lease has been modified, and is in full force and effect, and specifying any modifications or alleged breaches by the other party. The Certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested, that the lease is in full force and effect, and has not been modified except as may be represented by the party requesting the certificate.

SECTION 14. ASSIGNMENT AND SUBLEASE

No part of the leased property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Lessor. This provision shall apply to all transfers by operation of law. If Lessee is a corporation, this provision shall apply to any sale of a controlling interest in the stock of the corporation. No consent in one instance shall prevent the provision from applying to a subsequent instance. Lessor shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstance. In determining whether to consent to assignment, Lessor may

consider the following factors: financial ability of assignee, business experience of assignee, and credit worthiness of assignee. However, Lessor agrees not to unreasonably withhold such consent.

SECTION 15. DEFAULT

THE FOLLOWING SHALL BE EVENTS OF DEFAULT:

- 15.1 Default in Rent.** Failure of Lessee to pay any rent or other charge within TEN (10) days after it is due.
- 15.2 Default In Other Covenants.** Failure of Lessee to comply with any term or condition, to fulfill any obligation of the lease (other than the payment of rent or other charges) within TWENTY (20) days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the TWENTY (20) day period, this provision shall be complied with if Lessee begins correction of the default within the TWENTY (20) day period, and thereafter proceeds with reasonable diligence, and in good faith to effect the remedy as soon as practicable.
- 15.3 Insolvency.** Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition or bankruptcy, and failure of Lessee to secure a dismissal of the petition within THIRTY (30) days after filing; attachment of or the levying of execution of the leasehold interest, and failure of Lessee to secure discharge of the attachment or release of the levy of execution within TEN (10) days. If Lessee consists of two or more individuals or business entities, the events of default specified in this Paragraph 15.3 shall apply to each individual or business entity, unless within TEN (10) days after an event of default occurs, the remaining individuals produce evidence satisfactory to Lessor that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Lessee under the lease.
- 15.4 Abandonment.** Failure of Lessee for TEN (10) days or more to occupy the property for one or more of the purposes permitted under this lease unless such failure is excused under other provisions of this lease shall be an abandonment of the property.

SECTION 16. REMEDIES ON DEFAULT

- 16.1 Termination.** In the event of a default the lease may be terminated at the option of the Lessor by notice in writing to Lessee. If the lease is not terminated by election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default. If the lease is terminated, Lessee's liability to Lessor for damages shall survive such termination, and Lessor may re-enter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force, and without liability for damage.

- 16.2 Reletting.** Following re-entry or abandonment, Lessor may relet the premises, and in that connection may make any suitable alterations or refurbish the premises, or both, or change the character or use of the premises, but Lessor shall not be required to relet for any use or purpose other than that specified in the lease or which Lessor may reasonably consider injurious to the premises, or to any Lessee which Lessor may reasonably consider objectionable. Lessor may relet all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.
- 16.3 Damages.** In the event of termination on default, Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:
- (a) The loss of reasonable rental value from the date of default until a new Lessee has been, or with the exercise of reasonable efforts could have been, secured.
 - (b) The reasonable costs of re-entry and reletting, including without limitation the cost of any clean up, refurbishing, removal of Lessee's property and fixtures, or any other expense occasioned by Lessee's failure to quit the premises upon termination, and to leave them in the required condition, any remodeling costs, attorney's fees, court costs, Agent commissions, and advertising costs.
 - (c) Any excess of the value of the rent and all of Lessee's other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.
- 16.4 Right to Sue More Than Once.** Lessor may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.
- 16.5 Remedies Cumulative.** The foregoing remedies shall be in addition to, and shall not exclude any other remedy available to Lessor under applicable law.

SECTION 17. SURRENDER AT EXPIRATION

- 17.1 Condition of Premises.** Upon expiration of the lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor, and surrender the leased premises in good order and repair, reasonable wear and tear excepted, and broom clean. Alterations constructed by Lessee with permission from Lessor shall not be removed or restored to original condition, unless the terms of permission for the alteration so require. Lessee's obligations under this paragraph shall be subordinate to the provisions of Section 10 related to destruction.

17.2 Fixtures.

(a) All fixtures, improvements or additions placed upon the leased premises during the lease term, other than Lessee's trade fixtures, shall, at Lessor's option, become the property of Lessor. If Lessor so elects, Lessee shall remove any or all fixtures which would otherwise remain the property of Lessor, and shall repair any physical damage resulting from the removal. If Lessee fails to remove such fixtures, Lessor may do so, and charge the cost to Lessee, with interest at the rate of FIVE (5%) percent per annum, from the date of expenditure.

(b) Prior to expiration or termination of the lease term, Lessee shall remove all furnishings, furniture, and trade fixtures which remain its property. If Lessee fails to do so, this shall be an abandonment of the property, and Lessor may retain the property, and all rights of Lessee with respect to it shall cease, or, by notice in writing given to Lessee within TWENTY (20) days after removal was required, Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may affect a removal, and place the property in public storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage costs, plus interest at the rate of FIVE (5%) percent per annum, on all such expenses from the date of expenditure by Lessor.

17.3 Holdover.

(a) If Lessee does not vacate the leased premises at the time required, Lessor shall have the option to treat Lessee as a Lessee from month-to-month, subject to all of the provisions of this lease except the provisions for term and renewal. Failure of Lessee to remove fixtures, furniture, furnishing or trade fixtures which under this lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed will substantially interfere with occupancy of the premises by another Lessee or with occupancy by Lessor for any purpose, including preparation for a new Lessee. Lessee's monthly rent shall automatically increase to an amount equal to 150% of the last month's rental rate during the specified lease term, for any holdover period.

(b) If a month-to-month tenancy results from a holdover by Lessee under this Paragraph 17.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor, given not less than TEN (10) days prior to the termination date which shall be specified in the notice. Lessee waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

SECTION 18. MISCELLANEOUS

18.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice to the party's right to require strict performance of the same provision in the future or of any other provision.

18.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney's fees, including fees on appeal.

- 18.3 Notices.** Any notice required or permitted under this lease shall be given when actually delivered or FORTY-EIGHT (48) hours after deposited in United States mail as certified mail addressed to the address first given in this lease, or to such other address as may be specified from time to time by either of the parties in writing.
- 18.4 Succession.** Subject to the above-stated limitations on transfer of Lessee's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.
- 18.5 Lessor's Right to Cure Defaults.** If Lessee fails to perform any obligation under this lease, Lessor shall have the option to do so after THIRTY (30) days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand, with interest at the rate of FIVE (5%) percent per annum from the due date until paid.
- 18.6 Recordation.** This lease shall not be recorded without the prior written consent of the Lessor.
- 18.7 Entry for Inspection.** Lessor, or Lessor's agent, shall have the right to enter upon the premises, during normal business hours, in a manner that does not interfere with Lessee's business or Lessee's customers, to determine Lessee's compliance with this lease, to make necessary repairs to the building or to the premises, or to show the premises to any prospective Lessee or purchase, and, in addition, shall have the right, at any time during the last four months of the term of this lease, to place and maintain upon the premises notices for leasing or selling the premises.
- 18.8 Interest on Rent or Other Charges.** Any rent or other payment required of Lessee by this lease shall, if not paid within TEN (10) days after it is due, bear interest at the rate of FIVE (5%) percent per annum from the due date until paid.
- 18.9 Proration of Rent.** In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination, and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Lessee or paid on its account.

SECTION 19. OTHER AGREEMENTS BETWEEN LESSEE AND LESSOR (If left blank, then that was the intent of the parties).

- 19.1** Lessor left a grill, 20 chairs and 11 six foot table that are available to the Lessee to use.
- 19.2** Lessee will endeavor to improve the facilities in order to make them safer, and more enjoyable to the community. This may include the replacement of lighting, door repair, repairs and remodel to the bathroom and kitchen. These activities may include the application for grant funds to cover the costs of such improvements. Grant funds may require the funds be granted to the Odd Fellow Lodge on behalf of the community and to be spent on the repairs as referred to in the grant application.

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD BY ANY PARTIES HERETO, THEY SHOULD SEEK COMPETENT LEGAL AND/OR ACCOUNTING ADVICE PRIOR TO SIGNING.

LESSOR: West Point Lodge #62

LESSEE: City of Coburg

Title: _____

Anne L. Heath, City Administrator

DATE: _____

DATE: _____

West Point Lodget #62
PO Box 8543
Coburg, Oregon 97408

City of Coburg
PO Box 8316
91136 N. Willamette
Coburg, Oregon 97408
541-682-7871



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Utility Rate Increase

Meeting Date: April 11, 2023

Staff Contact: Anne Heath, City Administration/Budget Officer

Contact: 541-682-7871, anne.heath@ci.coburg.or.us

REQUESTED COUNCIL ACTION

- For Discussion Only. Receive Public Comment
-

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

2023-24 City Council Goals:

- Fiscal Stewardship
-

BACKGROUND

At the March, 2023 City Council meeting the Council gave staff direction to move forward with recommended rate increases of \$6.36 in Water and \$1.73 in Sewer.

Additionally, direction was given to send a letter to the Community providing them information regarding the water project costs, the recommended rate increases, and information as to how they can provide comment and participate in the process.

Letters were mailed to all utility accounts in the week of March 13th. A copy of the final letter is attached to this report. This letter will also be included in the April utility bills. Additionally, information is being placed on social media, and at the post office in Coburg.

RECOMMENDATION

Staff recommends Council continue to take public comment, and continue to discuss the recommended increase for utility fees.

PUBLIC INVOLVEMENT

Public may provide comment at the April 11, 2023 meeting, and also participate in the Public Hearing on May 9, 2023.

NEXT STEPS

- Design of a resolution to set utility fees
 - Continue to notify and educate the public
-

ATTACHMENTS

1. Letter sent to Utility Accounts
2. Written Comments from the Public Received



Dear Coburg Citizens,

March 23, 2023

For the last year, the City Council has been discussing utility rates. We have tried very hard to inform the community of this process and have invited you to hear the City Council discussions and presentations to provide your input.

Last April the Council received an analysis that provided a recommendation on possible utility rate increases and shared that possibility with you. They elected to place a possible increase on the budget as a placeholder until more information was available. The rates were not increased, and our customers were not billed.

Over the last year, we have continued our analysis on the water projects, while facing a national economy that reflects a dramatic increase in inflation, cost of building materials, and the cost of personal services. Coburg is not immune to this, nor is any City in Oregon. Many small cities that operate utilities are having to face the reality of raising their rates to meet the cost of operations and critical infrastructure projects.

Coburg began a water project to update infrastructure three years ago. The cost of completing that project at the time was 6.5 million dollars. That cost has continued to increase and what was 6.5 million has nearly doubled in cost. This is due to the cost of materials, and the costs of staffing and consultants to continue this project.

The Water Master Plan projects are essential for updating our aging critical water infrastructure. It is not about supplying water to new commercial development or new homes, or even future development. It is about maintaining critical infrastructure to ensure that we continue to provide the community with clean water, sufficient water capacity and storage options, now and in the future.

Historically Coburg has kicked the maintenance of the water system down the road to the next City Council due to the lack of funding to take on the planned project. After many decades of lack of proper repairs, upgrades and maintenance, the updates to the water infrastructure are at critical point. We are starting to experience breakage in mainlines that cause water to be shut off to neighborhoods, and pipes that are old, weak and subject to breakage at any time. These repairs are costly to the City in the purchase of materials, contractor bills and over-time wages to our public works department as well as an inconvenience to community members.

The dry hot summers and drought conditions have exacerbated our need to upgrade our water supply so we can provide water to all citizens of Coburg regardless of where they live. This is not a choice of whether the City will serve these properties; the City has a responsibility to serve these properties. Coburg currently has two wells, which provide our water. These wells are only two-hundred feet apart so they pull from the same water source, and are subject to the same changes in water tables and contaminants. To address this issue, the Water Master Plan calls for a 3rd well source that is separated from the other two wells to make sure there is an alternative water source if these wells are compromised. The City has already purchased property on Stallings Lane, and is in the process of developing the third water source.

As you can see, the original \$6.5 million dollar budgeted for this project does not cover the costs of completing the work that needs to take place on the City’s critical water infrastructure. In addition, the original project planned for a new reservoir on the east hills, which has now been abandoned. The City Council made the decision to upgrade the existing reservoirs, which were built nearly 50 years ago, and not budget or plan for a new reservoir at this time. The Council has narrowed the water project scope to address the most pressing needs, and yet the pricing still far exceeds the original budgets

<u>Approximate Updated Costs to Critical Infrastructure Projects</u>	
New Transmission Lines	\$ 4,521,493
SCADA Controls to operate utilities	277,000
3 rd Well Development/Well House	763,412
Rehabilitation of existing wells	225,000
I-5 Bore from East to West – system loop	389,984
Existing Reservoir Rehabilitation	1,500,000
Engineering for all projects	1,500,000
Contingency on the costs of projects	<u>2,094,850</u>
Total Project Costs	\$11,271,739

On Friday, March 10, 2023, the City received an updated analysis, and presented to the City Council on Tuesday, March 14, 2023. This analysis took into consideration the cost of maintaining the operations of utilities, along with the cost of continuing the critical infrastructure updates. With the analysis came a professional recommendation for setting water and sewer fees. The recommendation calls for the following:

<u>Residential</u>		
Water Fees	Increase of \$6.36, which will increase the base rate to	\$ 59.36
Sewer Fees	Increase of \$1.73, which will increase the base rate to	\$ 88.43
Tree Fee	No Change	\$ 2.00
TUF Fee	No Change	<u>\$ 7.00</u>
	Total Base Rate Billing with Recommended Increase	<u>\$156.79</u>
	Current Rate	<u>\$148.70</u>

The City of Coburg offers a reduced fee to eligible customers who are having trouble paying their bills. Customers interested in applying for Limited Income Assistance can call City Hall at 541-682-7850.

The Council will continue to revisit rates annually and will consider the cost of operations, economic climate, development potential, and future infrastructure needs to determine if further increases are needed.

The City Council strongly encourages the community to participate in this process and provide input. They too are citizens of our community, and volunteer their time to serve on the City Council. They will be equally impacted by decisions on utility rates. This is a very difficult discussion to have, and an even harder decision to make. You can help by being thoughtful and respectful participants in this process.

Thank you,

Anne L. Heath
City Administrator

-----Original Message-----

From: Mike Quirk <mquirk9@gmail.com>

Sent: Saturday, March 25, 2023 2:58 PM

To: HEATH Anne <anne.heath@ci.coburg.or.us>

Subject: Water & Sewer rates

CAUTION: This email originated from outside the organization. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

You don't know me. I've lived in Coburg only about 18 months. Your recent letter was well written and helped me understand the need for the monthly increase. Thanks.

Q

Michael Quirk
541-520-6284



COBURG CITY COUNCIL MONTHLY REPORTS

TOPIC: Citizen Inquiry Quarterly Report

Meeting Date: April 11, 2023

Staff Contact: Sammy Egbert, City Recorder

Contact: 541-682-7852, sammy.egbert@ci.coburg.or.us

REQUESTED COUNCIL ACTION:

This is a quarterly report to City Council and is presented as information only on the Citizen Inquiry requests received by the City.

CITY COUNCIL GOAL

Citizen Communication

BACKGROUND

Council requested a summary on Citizen Inquires be provided quarterly. The purpose is to provided accountability and consistency on following up with citizens questions and concerns.

Citizen Inquires process -

1. Administration intake at front desk. Inquiry is date stamped, logged and emailed to the City Administrator and department heads who will handle the response.
 2. Departments print working copy and follow up on inquiry.
 3. When complete the department signs off on Citizen Inquiry form. Summarizing any actions taken, correspondence, etc. Attach all supporting documentation.
 4. Department follows up with citizen who submitted the Inquiry by letter, email or phone call. Update them on how the inquiry has been handled and letting them know that it is closed. **(N/A if Anonymous)**
 5. Route completed inquiry to City Administrator for final review and sign off.
 6. Return to administration staff to log, close and retain.
-

NEXT STEPS

Quarterly report covering April, May, June is scheduled for the July 11, 2023 City Council Meeting.

ATTACHMENTS

First Quarter Citizen Inquiry summary.

REVIEWED THROUGH:

Anne Heath, City Administrator

1st Quarter				
Recieved	Inquiry by	Citizens Inquiry	Closed	City Response
1/9/2023	Anonymous	32783 E McKenzie someone living in a RV over a year.	2/6/2023	Notified resident of Ordinance Violation. Citizen came in and spoke with City Administrator.
1/20/2023	Fosters	Only entrance to new house is by alley Why were neighbors not notified	1/26/2023	Type 1 land use does not require notice. Ally remains a public right of way.
1/24/2023	Neil Blickfeldt	Residents of 91155 N Emerald Street are speeding, squeal tires, ignore stop signs and rev engines. (Attached Videos) ng	2/6/2023	Patrol officers observed this while on patrol and citations were issued.
1/25/2023	James Stenklyft	32747 E Mckenzie having rodent issues (Nutria & Opossum) Burrowing under house.	2/6/2023	City has no animal control services for nutria or opossum. If caught in live trap contact public works for disposal.
1/25/2023	James Stenklyft	E Mckenzie road condition	2/6/2023	Contacted and let know McKenzie Street is on the schedule for pothole repair.
2/1/2023	Rick Qualley	Asking City to put a note on Utility Bills for people to put their trash cans away after trash is picked up.	2/6/2023	Education information shared periodically in Our Town & Social Media.
2/7/2023	Marty Weissbarth	Corner of Locust and N. skinner (sw corner) stop sign was hit and never replaced	2/15/2023	Confirmed stop sign was once there and installed new one.
2/14/2023	Neil Blickfeldt	Residents at 91155 N Emerald still driving cars without mufflers. You can hear the car for miles (Video)	PENDING	
3/2/2023	Anonymous	91114 N Harrison- No parking signs or will be towed that refer to the the City right of way.	PENDING	
3/13/2023	Anonymous	91193 N. Skinner St. Running grey water out of their house with a pipe and dumping it in their back yard	PENDING	In progress- multiple issues
3/15/2023	Anonymous	install signs about the leash laws and inforce them in the parks.	PENDING	
3/17/2023	Joshua Brigl	Johnny Diamond Park Grass	3/20/2023	Phoned and let them know they were working on correcting the lawn issue at the park.
3/17/2023	Teresa Rhoads	32713 E McKenzie Tree When will dead maple tree be removed from right of way?	3/21/2023	Emailed that the tree was scheduled to be removed in the next 2 weeks.
3/17/2023	John Marshall	32641 W McKenzie apartments garbage containers are unscreened and in the public ROW. (Photo)	PENDING	Mailed Screening requirement letter. Waiting for compliance
3/27/2023	Vicki Neet	32808 E Maple St Archuletas dog is out of control	3/28/2023	Spoke to and provided the City Dog Ordinance to property owners.
3/28/2023	Rick Qualley	inconsistency of height of city speed signs	PENDING	

COBURG CITY COUNCIL MONTHLY REPORTS



TOPIC: City Administration Report

Meeting Date: April 11, 2023

Staff Contact: Anne Heath, City Administrator

Contact: 541-682-7871, anne.heath@ci.coburg.or.us

The following is an overview of important activities during the month of March, general administration, and upcoming work to be done. The City Administrator and Department Directors compiled the information in this report.

City Administrator Recruitment

All recruitments documents have been prepared and the following tentative timeline has been established:

March 4 th	Recruitment Opened
April 10 th	Recruitment Closed – Applications Reviewed by Recruiter
April 13 th	Recruiter will present Candidates to Mayor and City Administrator
April 24-28	On Site or Zoom Interviews
TBD	Final Interviews – If needed

Finance Recruitment

Greg Peck began working with the City on March 27th as an Accountant. He is currently in training to take on many of the daily financial duties of the City.

Water Project

- LOI was filed with Business Oregon – Waiting for a response
- A grant will be filed with Oregon Water Resources in the amount of \$2,000,000 which would cover the cost of rehabilitation of the existing reservoirs, and upgrades to SCADA controls. A resolution approval is attached to this packet under a separate tab.
- Coleman Street Waterline project is in process
- A contract is in this packet for the N. Willamette, Macy and N Harrison water lines.
- Well is in engineering design stage.
- East-side water line to Premier RV is still under discussion. A staff report will be presented to City Council at their May meeting.
- Letters were mailed to all utility customers regarding the water and sewer fees. This will be repeated in the April utility billing.

Street Project

- **Macy/Harrison/North Willamette** – Engineering is working with Public Works to design the project based upon the input received. This was the direction of the City Council. The final design will be presented to the City Council. Engineering will also be working with Wiechert Developer to design Macy Street connection to the phase II subdivision in order to align the project with the City’s project.
- **Transportation Plan Update** – The City has been invited to apply for grant funding to update the City’s transportation plan which is out of date. The Transportation Discussion Group unanimously agreed that the City should submit a grant to update this plan. The City has submitted a pre-application request to file a grant request.

Park Projects

- **Pavilion Park Planning** – The Park Committee has received the feedback from the community and is working on a final design for the park. They will be meeting with the design engineer in April to finalize the design.

Cyber Security

- Homeland security offers a free service of conducting a table top exercise on Cyber Security. Coburg has partnered with LCOG to request a table top exercise be conducted by CISA for the City of Coburg. This exercise takes several months of preparation with the City Administrator and IT staff, along with the CISA staff.. The date for the scheduled table top exercise is for late summer.

Budget – 2023-24 Budget calendar is attached to this report.

Upcoming Meetings

April 12	Heritage Committee
April 18	Park Tree Committee
April 19	Planning Commission
April 25	City Council Work Session – Homelessness
May 9	City Council

DEPARTMENTS AND OPERATIONS

City Recorder - Prepared by Sammy Egbert

- March 15th to April 11th managed four Public Meetings. Each meeting is noticed, created, requires electronic and paper files for retention. I review, edit and process draft minutes for approval then record and post approved signed minutes.
- Recruitment for City Councilor, Planning Commissioner, Budget Committee.
- Update the City Administrator job description to reflect the changes in charter.

- Request for Bid for Waterline replacement on N Willamette, E Macy and N Harrison posted on website and created the electronic and paper retention files.
- Reviewed City Ordinances and identified which need to reviewed to assure compliance with House Bill 3115, Homelessness
 - A-245 Parking & Recreational Vehicles
 - A-243 Unlawful Transfer on vehicular portion of right of way
 - A-108-J Nuisance & Abatement
 - A-171, A-171-A, A-171-B Park Rule Ordinance
 - A-246 Controlling Vehicular and Pedestrian Traffic
- Process four OLCC Special Event Winery applications.
- Contracts (collect signatures, log, and record, return executed copies to all department).
 - LCOG – Finance Third Party Review
 - Local Government Law Group – Homelessness Ordinance

Administration Front Office - Prepared by Sammy Egbert

- Child Abuse prevention month promotion.
- Working with planning to finalize a Food Truck Administration check list for citizens and staff.
- Administrative
 - 7 Citizen Inquiries
 - 1 Facility Right of Way permit
 - 1 Park rental application
 - 1 IOOF rental
 - 2 Special Mailings

Utility Billing – Prepared by Sammy Egbert

- **March Utility Billing covers 2/10/2023 to 3/9/2023**
 - Billed Water \$56,000 | Sewer \$70,580 | Transportation Utility Fee \$12,300
 - Cash Receipts or Payments Received \$134,00
 - Past dues charged 104
 - 2 Utility Billing related work orders
 - 11 Door Hangers
- Premier RV Utility Billing researched the historical billing information and provided estimate billing scenarios when they are hooked up to water.

Finance

- This information is as of February 28, 2023. A full quarterly finance report will be presented to the City Council at their May 9, 2023 meeting.
- February is the 8th month of the fiscal year. If all revenues and expenses were spread evenly over the year then at February 28, 2023, the revenues and expenses should be at 64%. Council should keep in mind that some revenues and expenses are calculated for a specific time of the year and therefore, the 64% percent should be considered a rough estimate. An example of this would be the URA debt payment to the City which is not received by the Sewer Department until late in the fiscal year.
- Overall Revenues of the City equal \$5,653,988 which is 48% of budget compared to 35% at the end of February in 2022.
- General Fund Revenues are at \$2,053,804 which is 59% of budget.
- Utility revenues for Water and Sewer are both at 2% over budgeted revenues.
- Overall Expenses are at \$5,266,234 which is 35% of budget compared to 34% at the end of February in 2022.
- Water revenues and expenses are slightly low at 37% and 20% reflecting the water project being behind schedule for construction costs as well as reimbursement revenues.
- There is an over-all difference of 13% between all City revenues and expenses.
- As of February 28, 2023, all departments and funds were operating within budget

Planning – Prepared by Megan Winner

- SUB 02-20: Construction continues. Permit for two new single family dwelling issued in March and three in review;
- SUB 01-22: Public improvements plan for phase two of the Coburg Creek Subdivision is under review by Public Works and Engineering, application for final plat approval has been submitted by the applicant and is under review;
- 21 Structural/Plumbing/Mechanical/Electrical permits issued in March;
- Participating in Coburg Community Charter School 8th grade mentorship program;
- Attended regional transportation meetings including Transportation Planning Committee, Safe Lane Coalition, Transportation Options Advisory Committee and Technical Advisory Sub-Committee (of MPC);
- Offered League of Oregon Cities (LOC) Land Use training to Planning Commission in lieu of regular March meeting;
- Developing Slow Down, Coburg! campaign in collaboration with Safe Lane Transportation Coalition;
- Completed third course in Oregon Certified Economic Developer program;
- Submitted pre-application to Transportation and Growth Management (TGM) grant program

Main Streets and Economic Development – Prepared by Tracey Pugh

- Coordinated monthly Main Street Board Meeting
- Working with art committee on lamp post banners and quilt artwork
- Presented Main Street Update at March City Council meeting
- Updating Coburg map/directory with new businesses
- Submitted capacity grant to The Ford Family Foundation
- Working on Emergency Preparedness Block Party
- Ordered new stove for IOOF Hall
- Meeting with different community partners about spring and summer community events
- Working on sponsorship packets for Main Street events

Public Works – Prepared by Brian Harmon

- **Streets and ROW.**
 - **Street**
 - **ROW**
 - Crews used March to get their equipment ready for ROW mowing
 - **Potholes**
 - Repaired several potholes around the City
 - **Maintenance**
 - Stop sign replaced at Diamond St and McKenzie St
 - Tree removed on Diamond St.

Water Utility

- **Repairs**
 - **Leaks**
 - We had an issue with isolating the 12” mainline on Pearl St as the Contractor was doing their final tie in on the Coleman St Project. This caused a large leak in the pipe.
 - **Annual Reports**
 - Backflow Report
 - OHA 2022 Summary Report
 - **Projects**
 - New 8” water main on Coleman St is almost done. Paving the first week in April.
 - N. Willamette St, E. Macy, & N Harrison Waterline replacement project bid was received at \$397,693.84 from Northcore USA LLC out of Salem Oregon. Contract for this work is under a separate tab.
 - **Premier RV waterline**
 - Staff helped develop a plan to get water to the RV Park.

- **Distribution System**
 - **New Service Installs**
 - 2
 - **Sewer Utility**
 - **Collections**
 - **New Service Install**
 - 2
 - **Inspections**
 - 6
 - **Callouts**
 - 3
 - **Tank Pumping**
 - 1 Truck N Travel
 - **Plant Repairs & Major Maintenance**
 - We are working with a vendor for the mixers at the treatment plant that keep over temping and causing shut downs at the Plant. We should have answers by next week. **UPDATE: The Vendor sent a replacement mixer at no cost and also gave us the mixer that was malfunctioning with perhaps a fix for that mixer. This was around \$9,000 of equipment.**
- **Parks Dept**
 - **Parks and Tree Committee**
 - Working on a Plaza Concept with landscaping design engineers at Pavilion Park Project.
 - Work Party worked on the flag pole area at Norma Pfeiffer Park.
 - Working on developing a plan for the Veterans Memorial Flag Pole area
- **Misc.**
 - **Locates** 52
 - **Work Orders** 105

Municipal Court - Prepared by Mandy Balcom

- **March 2023 Activity Measures:**
 - **Citations (Crimes and Violations)**
 - New Citations for March 7, 2023 Court Date: 22
 - **March 2023 Receipts Including Collections,**
 - **Total Fines:** \$11,757.01 (total monies taken in for the month, nothing deducted), *compared to \$ 16,984.78 in March of 2022*
 - **Net Fines:** \$ 8,223.00 (City share only, NOT including collections),

compared to \$12,708.00 in March of 2022

- **March 2023 Professional Credit Service Collections:**
 - **Total Collection Revenue:** \$3,534.01
compared to \$4,276.78 in March of 2022
 - **Turned over to collection:** \$3,340.00
compared to \$10,694.50 in March of 2022

Comparisons should only be considered when viewing the year-to-date amounts as court dates are not consistently held on the same dates each month, nor is there consistent cases presented to the court.

Other Information:

- **Next Court session scheduled for April 4, 2023**
- **Jury Trial: Wednesday, April 18, 2023**
Wednesday, May 3, 2023
-We currently have 5 jury trials scheduled in 2023.
- **Court Administrator to attend the OACA Court Conference April 22-25th in Newport, OR**
- **Judge Williams attended the Oregon Municipal Judge's Association Conference March 22-24, 2023.**

Police Department – Prepared by Chief Larry Larson

- Officer responded to a suicidal subject at Serenity Lane. The subject cut his throat with a razor blade. The subject was transported to the hospital
- Officers arrested a suspect from a previous case for domestic assault and a felony warrant.
- Officer used CHETT funds to provide fuel for a traveler.
- Officer arrested a driver for driving while suspended.
- Officer completed an annual sex offender registration.
- Officer took a report of damage to property and a theft.
- Officer took a report of hit and run.
- Officer completed a sex offender registration for a person planning international travel.
- Officer took case for a bad check; unable to positively identify the suspect.
- Officer took a case for unlawful possession of a rented vehicle; the vehicle was returned.
- Officer took a report for a City Ordinance violation; Officer has monitored progress.
- Officer found a license plate and it was returned to DMV.
- Officers arrested a male in the lobby for DUUI (alcohol), reckless driving and damaging a vehicle.
- Officers arrested the same male the next day DUUI (alcohol) and reckless driving
- Officer completed a crash report.

- Officers investigated a reported menacing involving a firearm; it was deemed unfounded.
- Officer took a case for unlawful possession of a rented vehicle.
- Officer took a case for unlawful possession of a rented vehicle; vehicle was found near Albany.
- The Department received a Topaz Signature Pad to assist with registering sex offenders.
- Officers investigated a domestic disturbance call and determined no crime had been committed.
- The Department was able to start collecting data from the speed trailer.
- The Department are putting two new rifles into service.
- Officers completed Collaborative Child Abuse Response (CCAR) Training.
- Officers attended an Impaired Driving Regional Workshop.
- Officers attended mandatory firearms qualifications.
- Officer Joe Wicks retired after over 40 years of service!!!!

Upcoming Events:

Coburg Community Shred Day on April 15th, 2023

Officers are scheduled for search warrant class.

Officers are scheduled for an evidence class.

We have two Reserve Police applicants in backgrounds.

ATTACHED

A. 2023-24 Budget Calendar

B. Council requested copies of all public meeting minutes be included in packets monthly.

- March 8, 2023 Heritage Committee Minutes DRAFT
- March 21, 2023 Park Tree Committee Work Session DRAFT
- March 21, 2023 Park Tree Committee DRAFT

CITY OF COBURG BUDGET CALENDAR

FISCAL YEAR 2023-24

TASK	RESPONSIBLE	DATE
Appoint Budget Officer	City Council	Tuesday, March 14, 2023
Prepare Proposed Budget	Budget Officer	
Proposed Budget Available	Budget Officer	Tuesday, May 9, 2023
Publish Notice of Budget Committee Meetings (City & URA)	City Recorder	5-30 days before meeting & 10+ days on Website
Proposed Budget Available	Budget Officer	Tuesday, May 9, 2023
1st Budget Committee Training/Business	Budget Committee	Tuesday, May 16, 2023
2nd Budget Committee Meeting	Budget Committee	Tuesday, May 30, 2023
URA 1st Budget Meeting	Budget Committee	Tuesday, May 30, 2023
Publish Notice of Budget Hearings (City & URA)	City Recorder	5-30 days before meeting & 10+ days on Website
URA Budget Hearing (Public Hearing)	Urban Renewal Agency	Tuesday, June 13, 2023
City Budget Hearing (Public Hearing)	City Council	Tuesday, June 13, 2023
Adopted Budget goes into effect	City	Sunday, July 1, 2023
Adopted Budget submitted to County Assessor & OR Dept of Revenue	Budget Officer	Friday, July 14, 2023



MINUTES

Coburg Heritage Committee Hybrid Meeting In-Person and via Zoom March 8th, 2023 – 6:00 P.M 91136 North Willamette St.

COMMITTEE MEMBERS PRESENT: Marissa Doyle, Chair; Michelle Shattuck, Vice Chair; Shannon Sardell, Stephan Sheehan

STAFF PRESENT: Megan Winner

GUEST: Cathy Engebretson, City Council Liaison

1. Call the Meeting to Order

Chair Doyle called the meeting of the Heritage Committee to order at 6:03 p.m.

2. Roll Call

Ms. Winner called roll. A quorum was present.

Ms. Engebretson introduced herself and explained her role as City Council Liaison. Mr. Sheehan asked if she would be attending every meeting. Ms. Engebretson said yes and stated that her appointment was for a year.

3. Minutes for Approval | February 8, 2023

MOTION: Vice Chair Shattuck moved to approve the February 8, 2023, Heritage Committee meeting minutes as presented, seconded by Mr. Sheehan. The motion passed unanimously – 4:0:0.

4. COMMITTEE BUSINESS

- CLG (Certified Local Government) Project Ideas

The Committee held a brainstorming session. Ideas considered were:

- Walking tour maps with greater character
- Targeting a specific building for repairs/updates, such as the Odd Fellows Hall
- Residential grants
- Museum
- Stallings Lane property
- Design guidelines
- Speakers and training

Ms. Winner noted that, regarding guidelines, more research should be done into the City’s existing code.

No conclusions were reached and it was decided that the CLG would remain on the agenda.

- Info Share

Chair Doyle asked if Julie Whalen of Willamette Window Restoration had enjoyed a good turnout at the Coburg Antique Fair (2022). Ms. Winner said that people had brought pictures for evaluation.

Mr. Sheehan wondered about hiring a speaker. Ms. Winner replied that she would reach out again.

Mr. Sheehan asked about new committee member Ronald Spores. Ms. Winner said that his orientation information had been mailed.

- Historic Property Insurance Rates

Ms. Winner explained that local businesses in historic buildings were being charged higher insurance rates. She said she had reached out to representatives at Restore Oregon. It was noted that affected businesses could seek different coverage.

Ms. Sardell said that roofing, heating and cooling, plumbing and electrical were the main reasons generally cited for insurance cost increases.

5. Future Meetings | Dates to Remember

- Next Heritage Committee Meeting: April 12th at 6:00 p.m.

6. Adjournment

Chair Doyle adjourned the meeting at 6:50 p.m.

(Minutes recorded by Angela Kern, LCOG)

APPROVED by Heritage Committee on this _____ day of _____, 2023.

Marissa Doyle, Chair

ATTEST:

Sammy L. Egbert, City Recorder



Received by
City of Coburg
MAR 23 2023

MINUTES
Park Tree Committee
Work Session
March 21, 2023 at 4:30 P.M.
Coburg City Hall
91136 N Willamette Street

Roll Call

Tom Beatty	Present	Absent
Karen Coury	Present	Absent
Coleen Marshall	Present	Absent
Lonna Meston	Present	Absent
Joe Morneau	Present	Absent
Mary Mosier	Present	Absent
Clarie Smith	Present	Absent

Others Present

Brian Harmon

March, 2023 Park Tree Committee Work Session called to order by

Mary Mosier at 4:30 PM.

Attach Summary Work Session Topic and Discussion and all documents provided at meeting.

Work Session was adjourned at 6:00 PM.

Minutes prepared by: Coleen Marshall

WORK SESSION PARKS/TREE COMMITTEE
MARCH 21, 2023

- new path will be ADA; the required width is 4ft.
- Move the new path to be adjacent to the curb and around the rain garden
- add iron rail around rain garden
- more parking along Harrison st.
- existing sidewalk behind pavilion will be replaced

- old concrete planter will be moved to another location
- add 6 or 8 small tables (2-4 seats) around McKenzie and Willamette in NW corner area. Tables to have holes that can hold an umbrella
- No path entering from sidewalk in middle of the block on Willamette
- soft path from south end of kiosk to loop path with fountain
- move utility poles at corners of building

- use pavers for creating “apron” solid surface in front of wall
- plantings along the wall

- continue rock wall south of bike kiosk
- concrete goes behind bike hub with sidewalk and parking
- benches in front of parking

- relocate spruce tree and pine tree adjacent to pavilion and plant in urban forest
- place “natural” climber (logs/rocks/wall) between pavilion and bike hub

- path on NW corner will meet concrete on both sides of large tree

- move two lamp posts to corners of building
- add new tree in NW corner
- discussion on tree situation: whether to keep holly tree or not

- Mary discussed garbage cans and benches she has researched

- Brian spoke about timeline: the designer will attend our April meeting
- the design will be ready in May or June; out for bid in August; build in 2024
- decorations inside the restrooms



MINUTES

Coburg Parks | Tree Committee
City Hall, 91136 N. Willamette
March 21st, 2023 – 6:00 p.m.

COMMITTEE MEMBERS PRESENT: Chair Mary Mosier, Vice Chair Tom Beatty, Lonna Meston, Coleen Marshall, Claire Smith, Joe Morneau, Karen Coury

COMMITTEE MEMBERS ABSENT:

STAFF: Public Works Director Brian Harmon

1. Call to Order

Chair Mosier opened the Parks | Tree Committee meeting at 6:00 p.m.

2. Roll Call

Mr. Harmon called roll. There was a quorum.

3. AGENDA REVIEW | Approve Minutes from February 21st, 2023

Mr. Harmon added Johnny Diamond grass to the Agenda.

Chair Mosier added an update on the flagpole to the Agenda.

MOTION: Ms. Marshall moved to approve the February 21st minutes as presented, seconded by Mr. Beatty. The motion passed -- 6:0:0.

4. City Updates/City Administrator Report

There were no questions.

5. Committee Business

- Arbor Day - April 28th

Mr. Harmon stated his intentions to follow up on emails and talk to local restaurant owners about providing food and sponsorship. He had penciled in April 27th or 28th, depending on the school response. He noted that the City Council wanted trees planted in the wells on Main Street. He mentioned a dead Big Leaf Maple to be removed. There was discussion of replacement trees. Mr. Beatty said that there were many varieties available and mentioned a Norway Maple at Armitage Park.

- Work Party

Ms. Marshall presented. Ms. Mosier, Ms. Meston, Ms. Marshall and Mr. Beatty had weeded and trimmed at Jacob Spores Park. Mr. Beatty had planted milkweed at Trail's End. Mr. Beatty requested that Public Works refrain from mowing at Trail's End until June, after the cammas had finished flowering. He offered to flag the area if requested.

A meeting was scheduled for cleanup at Johnny Diamond Park on April 17th.

- Johnny Diamond Grass

Mr. Harmon introduced the issue of patchy lawn at Johnny Diamond Park. He reminded the Committee that there was \$55,000 available in unused funding. Options discussed included sod, reseeding, replacing the grass with a volleyball court, or replacing the grass with artificial turf. The decision by consensus was to table the discussion until the next meeting.

- Flagpole Update

At Chair Mosier's suggestion, the decision by consensus was to move forward without an engineer. It was agreed to order 8- or 10-inch medallions. Mr. Morneau said he would find images to share with the group.

Mr. Beatty noted that roses would need to be purchased in the fall for spring planting. Mr. Harmon and Mr. Beatty agreed to meet on March 27th at 10:00 a.m. to go over the plan. Mr. Marneau requested pictures be taken at the VA. Mr. Harmon agreed to provide them.

- Pavilion Park

Mr. Harmon reminded the Committee of the timeline and reiterated that they'd only get one opportunity to make changes. Chair Mosier requested decisions on the fountain and surround.

Fountain:

- Stone wall of a similar colored stone as existing structures
- S or C curved shape
- Over-the-top flow cascading down both sides
- Rustic look
- Shallow basins for a pleasing 'water' sound
- Affixed rocks in basins
- 6 feet high by no less than 10 feet long

Surround:

- ADA-compliant trail on both sides
- Permeable pavers between the path and basin
- Stone base benches, no backs
- One long curved bench at the front
- One short bench at the rear

Climbing Structure:

- Logs and boulders
- No nets

Plantings:

- Succession of heights, shrubs and trees
- Perennials around fountain
- Replace spruce with dogwoods
- Remove holly
- Post-mounted sprinklers

Ms. Meston agreed to sketch a fountain design. Mr. Beatty agreed to sketch a tree-placement design. Mr. Morneau agreed to seek material donations for the climbing structure.

Mr. Harmon told the Committee that Public Works employee Grant would be taking on a lead role in Parks and praised him as detail-oriented. He assured the group that he would still attend the meetings.

- Work Session

A work session was scheduled for April 18th at 4:30 pm.

Mr. Morneau noted that he would not be available.

6. Adjournment

Chair Mosier adjourned the meeting at 7:15 p.m.

FUTURE MEETINGS

April 17th Work Party - 9:00 a.m., Johnny Diamond

April 18th Parks and Tree Work Session - 4:30 p.m.

April 18th Parks and Tree Meeting - 6:00 p.m.

(Minutes recorded by Angela Kern, LCOG)

APPROVED by the Park & Tree Committee on this ____ day of _____ 2023.

ATTEST:

Sammy L. Egbert, City Recorder

Mary Mosier, Chair