



# AGENDA

## CITY COUNCIL

91136 N Willamette Street

541-682-7852 | [coburgoregon.org](http://coburgoregon.org)

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Tuesday, February 13, 2024 at 6:00 PM

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The Public may attend this meeting at City Hall, or by Zoom. To participate by Zoom you will need to pre-register with the City by 3 PM the day of the meeting. Council meetings are recorded and live-streamed at [www.coburgoregon.org](http://www.coburgoregon.org) (NO registration required). For questions contact City Recorder, Sammy Egbert, [sammy.egbert@ci.coburg.or.us](mailto:sammy.egbert@ci.coburg.or.us), or 541-682-7852.

### CALL THE CITY COUNCIL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### MAYOR COMMENTS

### AGENDA REVIEW

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

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

- [1.](#) Minutes January 9, 2024 State of the City & City Council

### SPECIAL GUEST AND PRESENTATIONS

### ORDINANCES, RESOLUTIONS AND CONTRACTS

- [2.](#) **RESOLUTION 2024-01** A Resolution Adjusting the Rates of the Water, Wastewater, Transportation and Park System Development Charges
- [3.](#) Climate Friendly and Equitable Communities Grant
- [4.](#) Water System Equipment Contract

### COUNCIL ACTION ITEMS

- [5.](#) Mural Donation

### ADMINISTRATIVE INFORMATION REPORTS

- [6.](#) Police Department Quarterly Report
- [7.](#) Finance Report Presentation
- [8.](#) Procurement and Spending Authority Policy Review
9. Ice Storm After Action Report
10. Administration Monthly Report

### COUNCIL COMMENTS AND LIAISON UPDATES

**UPCOMING AGENDA ITEMS**

City & URA Audit Presentation  
2024-2025 Council Goals & Work Plan  
Procurement Ordinance Capital Improvement Plan

**FUTURE MEETINGS**

February 19 City Hall Closed - Presidents Day  
February 20 Park Tree Committee  
February 21 Planning Commission  
February 27 City Council Work Session  
March 12 Urban Renewal Agency  
March 12 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](mailto:sammy.egbert@ci.coburg.or.us)*

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



**MINUTES**

**Coburg City Council and State of the City Meeting**

January 9, 2024 at 6:00 PM  
Coburg City Hall  
91136 N Willamette Street

**MEMBERS PRESENT:** Nancy Bell; Mayor, John Fox, Cathy Engebretson, Claire Smith, John Lehmann

**MEMBERS ABSENT:** Alan Wells

**STAFF PRESENT:** Adam Hanks; City Administrator, Sammy Egbert; City Recorder, Brian Harmon; Public Works Director, Greg Peck; Finance Director, Larry Larson; Chief of Police, Megan Winner; Planning Director, Mandy Balcom; Court Administrator

**RECORDED BY:** Lynn Taylor; Lane Council of Governments (LCOG)

**CALL TO ORDER**

Mayor, Nancy Bell called the meeting to order at 6:08pm.

**PLEDGE OF ALLEGIANCE**

Councilor Fox led the Pledge of Allegiance.

**ROLL CALL**

City Recorder, Sammy Egbert called roll. A quorum was present.

**2024 STATE OF THE CITY BY MAYOR BELL**

Mayor Bell thanked the community for putting its trust in her to be the mayor. She also thanked the many dedicated volunteers, hardworking and community-oriented staff and engaged Council members who contributed to making Coburg a vibrant and resilient community. She emphasized there would be many opportunities for community engagement during the coming year as the public's comments and opinions were valuable as the Coburg of the future was shaped.

Mayor Bell highlighted the many accomplishments in the City during 2023:

- Many improvements had been made to the water system to assure safe water and increase system capacity.
- Streets were in better shape because of the community's investment to provide stable funding to maintain, improve and rebuild streets and public right-of-ways.

- Public safety and open space continued to be a high priority and the City had invested in a well-trained professional police department and Public Works team.
- The Main Street organization was formed to support commerce, preserve history and celebrate art.
- The City's professional, dedicated and well-trained staff had implemented a number of initiatives, including improved financial tracking, online utility billing options and refined mechanisms to track and prioritize Capital Improvement Projects.

Mayor Bell identified challenges facing Coburg in the future. Those included increased water scarcity and the need to provide clean water on demand to all customers, increasing through traffic, increasing costs for materials and services which created budgeting uncertainty, increased competition for federal, state and private funding and limited buildable land for housing. She also listed a number of plans to address those challenges and stressed that the City had and would continue to minimize the impacts of those challenges through creativity and good stewardship to make Coburg an inviting and livable place.

Following a five minutes recess Mayor Bell reconvened the meeting.

## **MAYOR COMMENTS**

### **a. Kyle Blain recognition**

Mayor Bell, on behalf the City Council, staff and residents of Coburg, thanked Mr. Blain for his leadership and service as a City Council member. She listed his accomplishments as a councilor since being sworn in February 2018 and commended his commitment to assuring that Coburg continued to be a thriving and livable community. She said he had served with conviction and would be missed as a councilor.

Mayor Bell presented Mr. Blain with a plaque recognizing his service to the community and extended the Council's sincere best wishes and appreciation.

Mr. Blain thanked everyone for their recognition of his service.

### **b. Council Vacancy Consider Appointment or Recruitment Extension**

Mayor Bell said no applications for the vacancy had been received prior to the meeting, although there had been some interest. The application period was extended until February 12, 2024. She urged councilors to encourage people to apply.

## **AGENDA REVIEW**

There were no changes made to the agenda.

Ms. Egbert noted that supplemental reports on agenda items related to the System Development Fee Update and Council Retreat had been provided to councilors.

## **CITIZEN TESTIMONY**

There were no request(s) made to publically speak. There were no written statement(s) received.

## RESPONSE(S) BY CITY COUNCIL

There were no response(s) made by City Council.

## CONSENT AGENDA

Mayor Bell briefly reviewed the items on the Consent Agenda and there were no requests to remove an item for separate consideration.

1. Park Tree Committee Appointment for 2024 Calendar Year
2. Minutes from November 28, 2023 City Council Work Session
3. Minutes from December 12, 2023 City Council Meeting

Councilor Lehman asked that the December 12, 2023 City Council minutes be amended to include his commendation to Mr. Hanks for facilitation of the Pioneer Valley Estates meeting during his remarks as recorded on Page 22 of the agenda packet.

**MOTION:** Councilor Fox, seconded by Councilor Smith moved to approve the Consent Agenda as amended.

*The motion passed unanimously — 4:0.*

## ORDINANCES AND RESOLUTIONS

### 4. Public Hearing

#### **Sole Source Procurement Process for Wastewater Facilities Master Plan**

Mayor Bell opened the public hearing at 6:48 p.m.

Mr. Hanks said the item was a legal, procedural continuation of the Council's prior direction, acting as the Local Contract Review Board, that the proposed contract met the requirements of local ordinances and state law. A public hearing was required to formalize that approval. He said there had been no content changes since the Council's earlier review.

Ms. Egbert said there were no request(s) made to publicly speak and no written testimony had been received.

Mayor Bell closed the public hearing at 6:50 p.m.

**MOTION:** Councilor Lehman, seconded by Councilor Engebretson moved to approve a sole source exemption from competitive bidding for the planned wastewater facilities plan contract and concur that the request complies with the exemption requirements set forth in Ordinance A-91-c, Section 7, the City of Coburg Rules for Public Contracting.

*The motion passed unanimously — 4:0.*

## COUNCIL ACTION ITEMS

### 1. Certified Local Government (CLG) Grant Application Approval

Mr. Hanks explained that the Council's policies required that any grant application exceeding \$10,000 needed to be approved by the Council before the application was submitted. If a grant was awarded, it would be submitted to the Council for acceptance.

Ms. Winner said the CLG grant program was administered through the State Historic Preservation Office (SHPO) and Coburg became a CLG when its national historic district was established. The grant program was non-competitive and Coburg was likely to receive at least a portion of its funding request. Funds were specific to historic preservation projects. She listed some of the prior projects funded through those grants and said this year Coburg's Heritage Committee had proposed continuation of the historic preservation plaque award program, oral history documentation and community engagement and events such as guest speakers.

In response to a question from Councilor Fox, Ms. Winner said the funding request for \$15,000 was based on a cap established by SHPO.

Councilor Smith encouraged staff and the Heritage Committee to publicize the requirements for historic designation of a home and the benefits of that designation. She noted that in the past a requirement to open designated homes annually for a tour had deterred some from applying, but that was no longer necessary.

Ms. Winner agreed that it was a good idea to distribute those educational materials.

Mr. Hanks pointed out that the historic preservation plaques was a local recognition program, while historic designation of a property was a program administered through SHPO.

**MOTION:** Councilor Engebretson, seconded by Councilor Fox, moved to authorize an application to the Oregon Parks and Recreation Department for the Certified Local Government grant program for the 2024-2025 cycle.

***The motion passed unanimously — 4:0.***

## **ADMINISTRATIVE INFORMATION REPORTS**

### **2. System Development Fee Update**

Mr. Hanks reviewed the staff report provided in the agenda materials. He said during preparation of the annual resolution to adjust System Development Charges (SDC) staff had identified several issues that warranted additional review prior to formal approval. Those issues included consistency in the history of authorizations of rate adjustments and clarification of the rates table and its application. He said many City employees had a role in implementation of the SDC program and they agreed on the need to modify the resolution to assure its accuracy and appropriate legal framework. Although the resolution was typically approved in January, that was not a requirement and approval in February would not present any problem.

Councilor Fox asked about the distinction between "residence" and "employee" in the rate table. Mr. Hanks said both were based on the equivalent rate and that was one of the issues to be clarified when updating the table; the staff report accompanying the agenda item in February would provide examples of how rates were applied and fees calculated.

In response to questions from Councilor Lehman, Mr. Hanks said use of a percentage was optional and while not embedded in prior ordinances, use of an inflationary index was referenced, along with the requirements such an index must meet. The referenced index was a Pacific Northwest index. The state required use of an established, published regional index. The City had used the index for adjustments. He described the methodology for developing SDC rates. Oregon Revised Statutes (ORS) established the methodology SDCs and annual adjustments and provided little flexibility at the local level.

Mayor Bell suggested that SDCs be a discussion topic at the Council's upcoming retreat.

### **3. Council Retreat Discussion**

Mr. Hanks said February 10 from 9:00 a.m. to 3:00 p.m. was tentatively scheduled for the retreat, pending Council agreement.

Mayor Bell determined there was consensus to hold the retreat on February 10.

Mr. Hanks set forth questions he proposed in the agenda materials to help frame the agenda, topics and the level of detail and focus for discussions.

Regarding presentations from department heads, Mayor Bell said that oral presentations during the retreat took considerable time; receiving written presentations ahead of the retreat allowed councilors to review the information, formulate any questions they might have and made better use of staff resources and councilors' time and contributed to a more productive dialogue between staff and councilors.

Mr. Hanks asked councilors for their preferences regarding the balance between operational issues the bigger picture long-term strategy and policy issues.

Mayor Bell said the State of the City report included information on accomplishments, challenges and plans for the future and department heads could use that as a basis for their written presentations and retreat discussions.

Mr. Hanks also reviewed Council Goals for FY 2023-2024 and a proposed framework for continued progress organized into five categories and prioritized aspects of the workload necessary to accomplish goals.

Councilor Lehman commented that he had struggled between the Council's role of looking long-term at policies and ordinances and a desire to look at details of operational functions. He hoped to see the retreat look to the future, but also evaluate progress on past goals and challenges the City had faced. He said, for example, that a past examination of departments' operational issues had led to completion of the Public Works building, purchase of a street sweeper and a remodel of City Hall.

Mr. Hanks asked councilors to let staff know in advance what issues and questions they wanted to raise during the retreat so they could provide information and responses.

Mayor Bell said parking lot items from last year's retreat would be a good starting point.

### **4. Administration Information Reports**

Mr. Hanks Briefly reviewed the reports included in the agenda packet.

In response to questions from Councilor Fox regarding work orders, Mr. Harmon said the term "sewer" referred to the collection system and the term "sewer department" referred to the treatment plant. The collection system had the majority of work orders. He would clarify that on future work orders. Utility work orders were to locate utilities whenever there was an excavation.

Mayor Bell asked councilors to indicate their first, second and third choices for liaison assignments.

Mr. Hanks said the Transportation Safety Ad Hoc Committee was scheduled to meet on January 18. A Finance | Audit Committee meeting date would be determined once a completed audit was available. Auditors had requested an extension due to their staffing issues and the need to complete school district audits in a tighter timeframe.

### **COUNCIL COMMENTS | Liaison Reports**

Councilor Fox said that the presentation of recognition plaques such as the one presented to Mr. Blain could be a consistent practice.

Ms. Egbert said that was an issue that had been discussed previously. Some jurisdictions were moving away from plaques and moving to awards, some recipients had returned their plaques and asked that they be posted at City Hall, and recently the City had recognized efforts with a certificate and flowers.

Councilor Fox said the commitment involved in serving as a councilor should be consistently recognized in a way the Council felt was appropriate.

Mayor Bell asked staff to present the Council with some options at a subsequent meeting.

Councilor Fox commented that appointments to the Transportation Safety Ad Hoc Committee had been made on a first come, first served basis and felt there should be consistency on how applicants were selected for appointment. Mr. Hanks responded that the charter specified that the Mayor appointed and the Council confirmed committee appointments and approaches had varied over the years. He felt the charter was silent on a specific methodology by design and left that to each mayor.

Mayor Bell agreed and noted it was rare that there were more applicants than positions to be filled. She said timeliness was one indicator of enthusiasm, but it was best to leave the process loose at this time. In the future, if there were consistently more applicants than vacancies, the Council could consider updating the process.

Councilor Lehman recognized Darin Harbick who was running for state representative in District 12. Mr. Harbick described his background and interests in state and district issues.



**UPCOMING AGENDA ITEMS**

Audit Presentation  
2024-2025 Council Goals & Work Plan  
Public Contracting Ordinance

**FUTURE MEETINGS**

January 10            Heritage Committee  
January 15            City Hall Closed – Martin Luther King Jr. Day  
January 16            Park | Tree Citizen Advisory Committee  
February 13            City Council

**ADJOURNMENT**

Mayor Bell adjourned the meeting at 8:07 pm.

**APPROVED** by the City Council of the City of Coburg on this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Nancy Bell, mayor of Coburg

**ATTEST:** \_\_\_\_\_  
Sammy L. Egbert, City Recorder



# COBURG CITY COUNCIL

## ACTION ITEM

### System Development Charges Unit Rate Adjustment

Meeting Date	Staff Contact	Email
February 13, 2024	Adam Hanks, City Administrator Megan Winner, Planning Director	<a href="mailto:Adam.Hanks@ci.coburg.or.us">Adam.Hanks@ci.coburg.or.us</a> <a href="mailto:Megan.Winner@ci.coburg.or.us">Megan.Winner@ci.coburg.or.us</a>

#### REQUESTED COUNCIL ACTION

Review and approve Resolution 2024-01 authorizing an increase in the fee schedule for Systems Development Charges (SDC's) based on a recognized annual construction cost inflation factor

#### Suggested Motion

*I move to adopt Resolution 2024-01, a resolution adjusting the rates of the Water, Wastewater, Transportation and Park System Development Charges*

#### BACKGROUND

The City of Coburg approved Resolution 2018-18 directing the City to increase System Development Charges annually, utilizing a standard construction cost index. The standard construction cost utilized annually by the City of Coburg is the November Engineering News Record (ENR) construction cost index, which utilizes a 20-city region average to establish a construction cost index. The November 2023 ENR is 2.5% greater than the November 2022 November ENR.

Systems Development Charges for individual projects utilize specific per unit rates to calculate the total SDC charges owed. For example, the transportation SDC utilizes a rate of \$419 per average daily peak trip (ADPT). The \$419 is multiplied by the established ADPT for the type of project being developed. Fast food restaurants have a very high ADPT, while single family residences have a relatively low ADPT which results in a much lower total transportation SDC fee for a single family home than a fast food restaurant.

Similarly, wastewater SDC's use equivalent dwelling units (EDU) to calculate the wastewater SDC for projects. Single family homes would have an EDU of one, while a triplex would have an EDU of three, resulting in a higher total wastewater SDC.

If approved, the proposed draft resolution increases the SDC per unit fees by 2.5% effective the day after Council's decision (February 14, 2024).

#### RECOMMENDATION AND ALTERNATIVES

To maintain the integrity and accuracy of the previously approved SDC fee methodology, staff

recommends the continued utilization of the November ENR for annual SDC fee adjustments. Council could defer the decision to adjust SDC fees and/or request that City staff research and provide an alternate construction cost index to replace the November ENR that has been utilized in the past.

#### **BUDGET / FINANCIAL IMPACT**

Approval of the SDC fee adjustment would result in increased SDC revenue on building permit applications submitted after February 14, 2024 that the City set's aside as restricted revenue for future SDC eligible projects.

#### **PUBLIC INVOLVEMENT**

No specific prior public involvement has occurred with this SDC fee adjustment resolution. SDC rate methodology update review and approval was presented to Council in April of 2018.

#### **NEXT STEPS**

Upon approval, City staff will update electronic and paper forms with the adjusted SDC fee schedule.

#### **ATTACHMENTS**

1. Draft Resolution 2024-01

**RESOLUTION 2024-01**

**A RESOLUTION ADJUSTING THE RATES OF THE WATER, WASTEWATER, TRANSPORTATION AND PARK SYSTEM DEVELOPMENT CHARGES**

**WHEREAS**, the City of Coburg has adopted a capital improvement plan for the parks, transportation, water, and wastewater systems, identifying elements that have been constructed are under construction and are planned to accommodate future growth; and

**WHEREAS**, Resolution 2018-18, approved by City Council on September 11, 2018, adopting new SDC Rates and methodologies for parks, transportation, water and wastewater; and

**WHEREAS**, Oregon Law (ORS 223.304) allows for periodic indexing of SDC’s for inflation using an approved index.

**WHEREAS**, the City of Coburg selected the Engineering News-Review Construction Cost index for annual inflation; and

**WHEREAS**, The November Engineering News Record 2023-City Averages increase is 2.5%.

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

The City’s Systems Development Charge unit rates are established as follows:

SDC Type	Unit Rate
Parks – Per RPE	\$2,198
Water – Per MCE	\$5,936
Transportation – Per ADPT	\$ 419
Wastewater – Per EDU	\$6,750

**Adopted** by the **City Council** of the **City of Coburg**, Oregon, by a vote of \_\_\_ for and \_\_\_ against, this 10<sup>th</sup> day of January, 2024.

\_\_\_\_\_  
Nancy Bell, Mayor

ATTEST: \_\_\_\_\_  
Sammy L. Egbert, City Recorder



# COBURG CITY COUNCIL

## ACTION ITEM

### Accepting CFEC Scenario Planning Grant Funds

Meeting Date	Staff Contact	Phone	Email
February 13, 2024	Megan Winner	541.682.7862	megan.winner@ci.coburg.or.us

#### REQUESTED COUNCIL ACTION

Authorize the City Administrator to sign the grant agreement for the acceptance of CFEC Scenario Planning Grant funds from the Department of Land Conservation and Development (DLCD) to implement Climate Friendly and Equitable Communities rulemaking.

#### Suggested Motion

*I move to authorize the City Administrator to sign the grant agreement for the acceptance of grant funds from the Department of Land Conservation and Development (DLCD) to implement Climate Friendly and Equitable Communities rulemaking.*

#### BACKGROUND

Climate Friendly and Equitable Communities (CFEC) are a set of rules from the State of Oregon, adopted by the Land Conservation and Development Commission in 2023. The rules change how cities are built. The Climate-Friendly and Equitable Communities program aims to reduce climate pollution, provide more transportation and housing choices, and promote equitable land use planning outcomes. They require cities to develop more densely. They also require planning with options for people to make daily trips by walking, bicycling, and riding public transit. This kind of development helps reach the state's climate goals to reduce carbon emissions.

The rules aim to change land use and transportation planning for cities over 50,000 people. (Albany, Bend, Corvallis, Eugene/Springfield, Grants Pass, Medford/Ashland, Portland Metro, and Salem/Keizer). Coburg is a member of the Central Lane Metropolitan Planning Organization (CLMPO) and is working with our CLMPO partners and a project consultant on the required implementation.

This grant is being offered to help communities implement CFEC work.

#### RECOMMENDATION AND ALTERNATIVES

1. Accept the grant funds to off-set local staffing costs associated with the CFEC planning efforts.
2. Do not accept grant funds and determine Coburg's own level of participation using

general fund dollars.

**BUDGET / FINANCIAL IMPACT**

Grant funds can be used to reimburse staff time for implementing CFEC and will assist the City in recuperating the cost associated with implementing the state mandated planning efforts.

**PUBLIC INVOLVEMENT**

N/A

**NEXT STEPS**

If the City Administrator is authorized to sign the agreement, staff will then track time and submit for reimbursement as appropriate.

**ATTACHMENTS**

1. Draft grant agreement

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



**2023-2025 CFEC Scenario Planning Grant**

<b>AGREEMENT COVER SHEET</b>	
This cover sheet is informational and not a part of the agreement	
<b>Offer Date: 01/30/2024</b>	<b>Grant No. CFEC-25-005</b>
<b>Grantee</b> City of Coburg 91136 N. Willamette Street Coburg, OR 97408	<b>DLCD Planning Grants Coordinator</b> Ashley Edwards 971-718-4194 <a href="mailto:ashley.edwards@dlcd.oregon.gov">ashley.edwards@dlcd.oregon.gov</a>
<b>GRANT AMOUNT: \$13,500.00</b>	<b>CLOSING DATE: 05/31/2025</b>

**INSTRUCTIONS – READ CAREFULLY**

In order to receive this grant, Grantee must sign this Agreement and scan it and e-mail it to DLCD at [Ashley.edwards@dlcd.oregon.gov](mailto:Ashley.edwards@dlcd.oregon.gov) by **02/09/2024**. Alternatively, the signed Agreement may be mailed to:

Ashley Edwards  
Department of Land Conservation and Development  
635 Capitol St. NE, Suite 150  
Salem, OR 97301

If the Agreement is not signed and returned without modification by Grantee by the due date, DLCD may withdraw the grant offer. Upon receipt of the signed Agreement, the DLCD Planning Grants Coordinator will obtain a countersignature for the Agreement and return an electronic file containing the executed Agreement to Grantee.

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

**2023-2025 CFEC SCENARIO PLANNING GRANT  
AGREEMENT**

**DLCD Grant Number:** CFEC-25-005

**City of Coburg**

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **City of Coburg**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.
2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

Attachment A: **Project Description and Budget**  
Attachment B: **DLCD Contact Names and Addresses**  
Attachment C: **Payment Request Form and Instructions**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$13,500** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.
5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Land Use and Transportation Planner and DLCD Planning Grants Coordinator in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.



- a. **Financial Reimbursement Reports.** In order to receive payment, Grantee must submit to DLCD payment requests for deliverables as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a final payment request to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier, on the form provided in Attachment C.

## 6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Attachment A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD's approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Grantee is in compliance with the terms of this Agreement.
  - iii. Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

## 7. Representations and Warranties of Grantee.

Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or

registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCDC's Planning Grants Coordinator, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCDC Planning Grants Coordinator at least 90 calendar days before the Project End Date.
10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCDC determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCDC Planning Grants Coordinator and DLCDC Program Manager.
11. **Ownership of Product(s).**
- a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
  - ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCDC or Grantee.
  - iii. **"Product(s)"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCDC or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.

- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD's behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD's behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

## 12. Indemnity.

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's written

demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

#### 14. Termination:

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
  - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
  - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
  - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
  - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
  - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

15. **Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.

16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCD (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCD or any other duly authorized representative of DLCD shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCD.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCD or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCD. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

**DLCD Scenario Planning Grant Information and Signature Page**

This grant, approved by the Director of DLCD, acting on behalf of the Land Conservation and Development Commission, constitutes an obligation of funds in return for the work described herein. By signing the document, Grantee agrees to comply with the provisions contained in and attached to this Agreement. Upon acceptance by Grantee, the signed Agreement shall be returned to DLCD.

By signing this Agreement, the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

Grantee Jurisdiction Name Coburg		E-mail Address adam.hank@ci.coburg.or.us	
Mailing Address, City, State, Zip code 91136 N Willamette St. PO Box 8136 Coburg, OR 97408			
Telephone Number 541-682-7871		Fax Number	
Print Name of Authorized Official for the Grantee Adam Hanks		Title City Administrator	Date
Signature of Authorized Official for the Grantee			
Print name of Authorized Official for DLCD Brenda Bateman		Title Director	Date
Signature of Authorized Official for DLCD			

*Attachment A***2023-2025 CFEC - Central Lane Scenario Planning Implementation Grant****Project Description and Budget****PROJECT PURPOSE STATEMENT****Program Summary**

The Land Conservation and Development Commission launched the Climate-Friendly and Equitable Communities program to help put the state back on track to meeting Oregon’s climate pollution reduction targets. The Commission updated administrative rules governing Oregon’s planning system in Oregon’s eight most populated areas (Albany, Bend, Corvallis, Eugene-Springfield, Grants Pass, Medford-Ashland, Portland Metro, and Salem-Keizer).

The rules require that cities and counties in Oregon’s largest metropolitan areas prepare a regional scenario plan to meet the states’ greenhouse gas reduction targets provided in Oregon Administrative Rules (OAR) 660-044.

The following scope of work describes activities and deliverables that City of Coburg (“City” or “Grantee”) will complete as a participant in the Central Lane Scenario Planning Implementation Grant effort (“Project”).

**Project Objectives and Outcomes**

The project will result in an update to the Central Lane Scenario Plan (CLSP) with jointly developed regional performance measures and jurisdictional targets to track progress toward implementing the Central Lane Preferred Scenario and meeting the region’s greenhouse gas emissions reduction target. The project will also provide an addendum to the CLSP report that will update details on strategies - such as capital investments and the adoption of strategies or programs - that the jurisdictions and agencies will undertake to reduce greenhouse gas emissions and increase equitable outcomes for underserved populations.

**PROJECT ROLES & RESPONSIBILITIES**

Overall management and development of work products for the Project will be the responsibility of the Oregon Department of Transportation’s consultant team led by Parametrix.

**Grantee:** Grantee role will include attending meetings, engagement events, and providing feedback on memos and reports to the consultant team. The Grantee will appoint a Project Manager to be the principal contact person representing the Grantee on all matters relating to the Project.

**DLCD:** DLCD will provide financial, administrative, and technical assistance to the Project. DLCD will participate in advisory committees. Additional technical assistance may be provided as requested by the Grantee. DLCD will review Grantee’s work, invoices, and progress reports. Additionally, DLCD will review the Grantee’s performance and deliverables prior to paying invoices received by the Grantee. DLCD will assist issues with the Project or deliverables.

### PROJECT REQUIREMENTS

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description, Attachment A, and the DCLD Land Use and Transportation Planner listed on Attachment B.
3. All final reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: "This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon."
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products, and maps produced under this Agreement in a digital media format.
6. Grantee will obtain DLCD approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
9. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
10. Any notice issued by Grantee that is eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
11. Grantee will coordinate and provide notice to DLCD, Lane County, and any other agencies and organizations listed of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.



12. Grantee will consult with the DLCDC Project Manager in the development of Products and provide an opportunity for timely review of all draft Products.

### **GIS Requirements**

13. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute's (ESRI) file formats (coverage, shapefile, or geodatabase).
14. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at <http://www.oregon.gov/geo/Pages/standards.aspx>, "Oregon GIS Data Standards and Best Practices." The projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
15. DLCDC may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCDC may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCDC owns as Product(s) under Grant Agreement Section 11.
16. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCDC Project Manager.

## **PROJECT SCHEDULE, PRODUCTS, AND BUDGET**

### **Project Schedule**

The schedule identified in "Project Schedule, Products, and Budget" section of this Project Description will be observed by the Grantee. DLCDC may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is **May 31, 2025**.

### **Project Products**

#### **Task 1: Scenario Plan Review**

The purpose of this task is to review the 2015 CLSP Preferred Scenario. Minor updates may be needed to reconfirm it as the basis of the region's greenhouse gas emissions reduction plan and associated actions per OAR 660-044. This includes reviewing the latest local adopted plans against the Preferred Scenario to monitor to-date progress towards the regional greenhouse gas emissions reduction target for performance measure target-setting and to recognized changes that may have occurred between since 2015.

#### **1. 1. Metropolitan Policy Committee Meeting #1**

Grantee shall review and comment on meeting materials and attend Metropolitan Policy Committee Meeting #1 to kickoff project, describe overall process, confirm workplan, and discuss next steps.

#### **1. 2. Draft Policy Updates Memo**

Grantee shall review and comment on Draft Policy Updates Documentation memo reviewing the 2015 CLSP and comparing the Preferred Scenario against the latest local adopted plans against

the Preferred Scenario to monitor to-date progress towards the regional greenhouse gas emissions reduction target for performance measure target-setting and to recognized changes that may have occurred between since 2015.

### 1. 3. **Draft Reference and Preferred Scenario Results Memo**

Grantee shall review and comment on Draft Reference and Preferred Scenario Results memo summarizing the reference scenario inputs and assumptions, including land use.

#### **Task 1 Deliverables:**

- Review and Comment on Metropolitan Policy Committee Meeting #1 materials
- Attendance at Metropolitan Policy Committee Meeting #1
- Review and Comment on Draft Policy Updates Memo
- Review and Comment on Draft Reference and Preferred Scenario Results Memo

**Timeline:** February to July 2024

**Task 1 budget:** \$3,400

### **Task 2: Identify Performance Measures and Targets**

The purpose of this task is to develop a set customized performance measure metrics and future-year performance targets based on adopted plans and the 2015 CLSP Preferred Scenario. The city will review performances measures in OAR 660-012-0905 and OAR 660-012-0910 and outcomes contained in the Preferred Scenario for further discussion with the MPC.

#### **2. 1. Project Management Meeting #1**

Grantee shall attend Project Management Meeting #1 to review assessment of progress toward Preferred Scenario based on current regional policy and take feedback on the assessment. VisionEval model update and data needs/status; start performance measure discussion.

#### **2. 2. Project Management Meeting #2**

Grantee shall attend Project Management Meeting #2 to review draft results from the updated VisionEval model for the reference scenario and how results compare to the greenhouse gas target. Review Preferred Scenario assumptions to support the updated modeling. Review and discuss draft performance measures.

#### **2. 3. Metropolitan Policy Committee Meeting #2**

Grantee shall review and comment on meeting materials and attend Metropolitan Policy Committee Meeting #2 to check-in with MPC to review and refresh results of the updated reference scenario, review draft performance measures, and hear feedback from the MPC. Note: no feedback on the scenario inputs or assumptions will be sought.

#### **2. 4. Project Management Meeting #3**

Grantee shall attend Project Management Meeting #3 to review results of Preferred and reference scenarios, discuss the gap and policies/actions to take to address the gap. Target-setting discussion: overall approach to setting targets, seek initial agreement on approach to begin developing targets.

#### **2. 5. Draft Performance Measures and Targets Memo**

Grantee shall review and comment on Draft Performance Measures/Targets Memo including performance measures, benchmarks, and associated data for the region and each jurisdiction.

**Task 2 Deliverables:**

- Attendance at Project Management Meeting #1
- Attendance at Project Management Meeting #2
- Review and Comment on Metropolitan Policy Committee Meeting #2 materials
- Attendance at Metropolitan Policy Committee Meeting #2
- Attendance at Project Management Meeting #3
- Review and Comment on Draft Performance Measures and Targets Memo

**Timeline:** March to September 2024

**Task 2 Budget:** \$4,300

**Task 3: Scenario Plan Implementation Chapter**

The purpose of this task is to develop an updated implementation chapter or addendum to the 2015 CLSP report. The implementation chapter or addendum will guide future jurisdiction CFEC reporting as determined through the work plan. A CFEC compliance memo will demonstrate compliance with CFEC requirements.

**3. 1. Project Management Meeting #4**

Grantee shall attend Project Management Meeting #4 to confirm targets and actions/policies to support implementation of the Preferred Scenario.

**3. 2. Draft Implementation Chapter**

Grantee shall review and comment on Draft Implementation Chapter/Addendum

**3. 3. Metropolitan Policy Committee Meeting #3**

Grantee shall review and comment on meeting materials and attend Metropolitan Policy Committee Meeting #3 to review and confirm performance measures and targets.

**3. 4. Project Management Meeting #5**

Grantee shall attend Project Management Meeting #5 to review draft updated scenario chapter/addendum.

**3. 5. Metropolitan Policy Committee Meeting #4**

Grantee shall review and comment on meeting materials and attend Metropolitan Policy Committee Meeting #4 to review and approve the Final Implementation Chapter Development Memo, updated scenario chapter/ addendum, and summary of project work.

**3. 6. Draft CFEC Compliance Memo**

Grantee shall review and comment on Draft CFEC Compliance Memo that demonstrates compliance with applicable CFEC requirements.

**Task 3 Deliverables:**

- Attendance at Project Management Meeting #4
- Review and Comment on Draft Implementation Chapter
- Review and Comment on Metropolitan Policy Committee Meeting #3 materials
- Attendance at Metropolitan Policy Committee Meeting #3

- Attendance at Project Management Meeting #5
- Review and Comment on Draft CFEC Compliance Memo
- Review and Comment on Metropolitan Policy Committee Meeting #4 materials
- Attendance at Metropolitan Policy Committee Meeting #4

**Timeline:** July to December 2024

**Task 3 Budget:** \$5,800

### Budget and Schedule

Task	Schedule	Amount
<b>Task 1: Scenario Plan Implementation for CFEC Requirements</b>		
Metropolitan Policy Committee #1	January 2024 - June 2024	\$1,000
Draft Policy Updates Documentation Memo	January 2024 – June 2024	\$1,200
Draft Reference and Preferred Scenario Results Memo	January 2024 – June 2024	\$1,200
<b>Task 2: Identify Performance Measures</b>		
Project Management Meeting #1	March to September 2024	\$700
Project Management Meeting #2	March to September 2024	\$700
Metropolitan Policy Committee Meeting #2	March to September 2024	\$1,000
Project Management Meeting #3	March to September 2024	\$700
Performance Measures and Targets Memo	March to September 2024	\$1,200
<b>Task 3: Scenario Plan Implementation Chapter</b>		
Project Management Meeting #4	July to December 2024	\$700
Draft Implementation Chapter Development Memo	July to December 2024	\$1,200
Metropolitan Policy Committee Meeting #3	July to December 2024	\$1,000
Project Management Meeting #5	July to December 2024	\$700
Draft CFEC Compliance Memo	July to December 2024	\$1,200
Metropolitan Policy Committee Meeting #4	July to December 2024	\$1,000
<b>TOTAL</b>		<b>\$13,500</b>

**DLCD 2023-2025 Scenario Planning Grant**

Contact Information

For questions regarding your grant, please contact:

**DLCD Land Use and Transportation Planner:**

Cody Meyer  
635 Capitol Street NE, Suite 150  
Salem, OR 97301-2540

Office: 503-373-0050  
Mobile: 971-239-9475  
E-mail: [cody.meyer@dlcd.oregon.gov](mailto:cody.meyer@dlcd.oregon.gov)

OR

**DLCD Program Manager:**

Matt Crall  
DLCD Salem Office  
635 Capitol Street NE Suite 150  
Salem, Oregon 97301-2540

Mobile: 503-798-6419  
E-mail: [matt.crall@dlcd.oregon.gov](mailto:matt.crall@dlcd.oregon.gov)

Payment requests should be sent to:

**DLCD Planning Grants Coordinator**

Ashley Edwards  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, Oregon 97301-2540

Mobile: 971-718-4194  
E-mail: [ashley.edwards@dlcd.oregon.gov](mailto:ashley.edwards@dlcd.oregon.gov)

2023-2025 CFEC Scenario Planning Grant

PAYMENT REQUEST FORM

Grantee <b>City of Coburg</b>	Grant No. Assigned by DLCD <b>CFEC-25-005</b>	Grant Funds – Already Dispersed <b>\$XX,XXX</b>	
Funding / Grant Period From:	Funding / Grant Period To: <b>05/31/2025</b>	<b>Summary of Grant Deliverables</b> Provide a brief description of grant deliverables that were worked on from the Project Description and Budget in the space provided below. In many cases a sentence or two is all that is required but we welcome as much information as you can provide.	
<b>DLCD Grant Task Number</b>	<b>Amount Due Per Task</b>		
1.			
2.			
3.			
4.			
5.			
<b>6. Total Reimbursement Request (add lines 1, 2, 3, 4, 5)</b>			
<b>11. Certification:</b> I certify to the best of my knowledge and belief that the information on this form is correct, complete, and that all reimbursement requests are for the purposes set forth in the award document. I further certify that all grant records are available upon request, and the grant records will be retained for SIX (6) YEARS after the Final Deliverables and Payment are received.			
13. Typed or Printed Name and Title (required)		14. Mailing Address: Include City, State and Zip Code (required)	
15. Authorized Certifying Official Signature (required)		16. Date (required)	
<b>PLEASE DO NOT WRITE BELOW THIS LINE</b>			
<b>DLCD CERTIFICATION</b> (for DLCD use only) I certify, as a representative of the Department of Land Conservation and Development, that the grantee: ___ has met the terms and conditions of the grant and that all deliverables have been received and approved. ___ has not met the terms and conditions of the grant for the reasons stated on the attached sheet.			
Signature of DLCD Planning Grants Coordinator		Date Signed	
Signature of DLCD Program Manager		Date Signed	
BATCH #/DATE _____		VOUCHER#/DATE _____	
OBJ. CODE _____		PCA _____	
		VENDOR NO. _____	
		AMOUNT _____	

## Grant Payment Request Form Attachment - Instructions

### Instructions for 2023-2025 Climate-Friendly and Equitable Communities Grant

If you have questions about the grant reimbursement form or what the grant can be used for, please contact the DLCDC Planning Grants Coordinator: Ashley Edwards at 971-718-4194 or [ashley.edwards@dlcd.oregon.gov](mailto:ashley.edwards@dlcd.oregon.gov)

- In the second row of the closeout report, please fill in the Starting Date (“Funding / Grant Period From”). This will be the date the grant agreement was signed by all parties and fully executed.
- **DLCD Grant Task Number:** For items 1–5 enter the grant task numbers from the Project Description and Budget (Attachment A) that were completed for this payment request. Only enter as many grant task numbers as needed and leave the rest of the numbered spaces blank.
- **Amount Due Per Task:** Enter the amount to be paid per task per the Project Description and Budget.
- **Total Reimbursement Request:** Add up the total of all of the amounts due per task.
- **Certification (box 11): Please read and understand the certification statement.** If you have questions, please contact Ashley Edwards at 971-718-4194 or [ashley.edwards@dlcd.oregon.gov](mailto:ashley.edwards@dlcd.oregon.gov)
- Boxes 13–16 are for documenting responsibility for the information being submitted and requesting payment. Please use dark blue or black ink so the information shows when copied or scanned.
  13. Print Name and Title legibly.
  14. Print the mailing address where payment should be sent.
  15. Signature of Authorized Certifying Official: by signing this box this person takes responsibility of the information and accuracy of the information.
  16. “Date” is the date the closeout form was signed. It must be sent by the closeout date.
- The “Summary of Grant Deliverables” box, located on the top right side of form, must be completed. Please provide a brief description of grant deliverables that were worked on for this payment request. The Project Description and Budget (Attachment A) describes in detail the projects and activities allowed. (If you have questions, please contact Ashley Edwards at 971-718-4194 or [ashley.edwards@dlcd.oregon.gov](mailto:ashley.edwards@dlcd.oregon.gov))

It is important that you retain all grant-related records in a grant file maintained in your jurisdiction for six (6) years from the closeout date, including but not limited to documentation of grant deliverables and payments.

**Two ways to submit the Payment Request Form:**

1. E-mail a PDF file of the payment request form to [ashley.edwards@dlcd.oregon.gov](mailto:ashley.edwards@dlcd.oregon.gov)
2. Send the hard copy of the signed payment request form and cover memo via US Mail to:

Ashley Edwards  
Department of Land Conservation and Development 635  
Capitol Street NE, Suite 150  
Salem, Oregon 97301-2540





# COBURG CITY COUNCIL

## ACTION ITEM

### Water System Equipment Contract Approval

Meeting Date	Staff Contact	Email
February 13, 2024	Adam Hanks, City Administrator Brian Harmon, Public Works Director	<a href="mailto:Adam.Hanks@ci.coburg.or.us">Adam.Hanks@ci.coburg.or.us</a> <a href="mailto:Brian.Harmon@ci.coburg.or.us">Brian.Harmon@ci.coburg.or.us</a>

#### REQUESTED COUNCIL ACTION

City of Coburg Contracting ordinances and rules (Ord A-91c) require approval from Council, in its capacity of the Local Contract Review Board, for expenditures exceeding \$10,000. The pump and motor for well #2 recently failed and is currently off-line. The preferred bid received by staff for replacement equipment (motor, pump and possibly piping) is \$23,236.50.

#### Suggested Motion

*I move to approve the bid from Rainbow Pump Company for \$23,236.50 and authorize the City Administrator to execute the contract for the purchase and installation of the pump equipment.*

#### BACKGROUND

Bids were solicited and received from three qualified contractors with Rainbow Pump Company providing the lowest bid for the necessary replacement equipment. It is possible that the pipe replacement component of the bid (\$4,284) may not be necessary depending on the condition of the pipe when it is removed as part of the motor/pump replacement process.

While the pump and motor are relatively old (20 years) and likely near the age of regular replacement, the equipment failure occurred concurrent with the ice storm power outages and staff is reviewing the failure with initial indications that the failure and need for replacement directly correlates with the power outages and fluxuations that occurred during the ice storm, which means that it is possible that the City will be able to have the associated replacement costs reimbursed. This will be determined over the course of several months and staff can report back on the final resolution.

#### RECOMMENDATION AND ALTERNATIVES

Staff recommends the approval of the attached contract enabling well #2 to be repaired and placed back in service.

#### BUDGET / FINANCIAL IMPACT

The Water Fund has adequate appropriations to fund this necessary purchase.

**PUBLIC INVOLVEMENT**

N/A

**NEXT STEPS**

Upon authorization, staff will schedule the contractor to install the pump/motor and will review the condition of the pipe to determine if replacement is necessary/prudent.

**ATTACHMENTS**

1. Rainbow Pump Company bid

DATE: 1/30/24

# ESTIMATE

**RAINBOW PUMP COMPANY INC.**  
**PO Box 817 (37119 IMMIGRANT RD.)**  
**PLEASANT HILL, OR 97455**

PHONE 541-726-1394 CCB #38493  
FAX 541-747-6602

website: [rainbowpump.net](http://rainbowpump.net) for helpful tips and information



**WELL INFO:**

SIZE	10"
TD	200'
SWL	23'
GPM	475 gpm
LINER	10" screen
TAG #	lane 7553

To: CITY OF COBURG  
PO BOX 8316  
COBURG OR. 97408

Location:  
CITY OF COBURG  
WELL 2

PH# Burke Hansen 541-505-0191

QTY.	DESCRIPTION	UNIT PRICE	TOTAL
1	Flowise submersible pump # FW7WC 5 stage	\$ 5,162.00	\$ 5,162.00
1	6" motor 50hp 460v 3ph Hitachi	\$ 8,808.00	\$ 8,808.00
130	Cable, per foot 4-3 w/ground flat	\$ 8.65	\$ 1,124.50
126	Drop pipe 5" galv.	\$ 34.00	\$ 4,284.00
1	6"x5" galv. Bushing	\$ 138.00	\$ 138.00
1	5" check valve Sim DI	\$ 950.00	\$ 950.00
1	5"x6" galv. nipple	\$ 115.00	\$ 115.00
1	Fittings Package misc.	\$ 175.00	\$ 175.00
1	Labor to pull existing and install new	\$ 2,480.00	\$ 2,480.00

TERMS: NET 10 from date of invoice **TOTAL ESTIMATE \$ 23,236.50**

\* Late charges of 18 per cent per annum will be charged on all invoices not paid as agreed.

\* 3% credit card fee for invoices over \$1000.00

**Comments:**

**PRICE IS TO PULL EXISTING PUMP AND REPLACE AS NEEDED.**

This estimate is submitted to you by: JOHN JONES

This estimate is for a basic pump installation. Many variations exist such as depth of well, gpm required, tank placement, trenching and water treatment.

If meeting other requirements are necessary, we would be happy to discuss alternatives and customize the system to your needs.

This estimate accepted by: \_\_\_\_\_

The above pump, pipe, equipment, etc., remains the property of Rainbow Pump Co., Inc. until paid in full and Rainbow Pump Co., Inc. shall have the right and permission to go upon the premises without guilt of trespass and reclaim and recover any materials and equipment installed.



# COBURG CITY COUNCIL

## ACTION ITEM

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Meeting Date	Staff Contact	Phone	Email
February 13th, 2023	Megan Winner	541.682.7862	megan.winner@ci.coburg.or.us

### REQUESTED COUNCIL ACTION

Consider accepting the donation of an original art mural from Coburg Main Street to be installed on the south wall of the Norma Pfeiffer Park restroom.

#### Suggested Motion

*I move to accept the donation of the original art mural from Coburg Main Street to be installed on the south wall of the Norma Pfeiffer Park restroom building.*

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### BACKGROUND

The Coburg Main Street Art Committee has requested to install an original art mural on the south wall of the restroom in Norma Pfeiffer Park.

In Fall 2023, Council approved the Original Art Mural Policy Resolution 2023-13 which sets the process for original art mural applications to be processed as a Type I land use application. For public art proposed to be placed on public property (parks, right-of-way, etc), applications must also follow the existing policy for the Acceptance of Donations to be Placed in Public Space and Public Open Space. The mural meets the Original Art Mural Policy approval criteria for the Type I procedure as detailed in Attachment 1, Planning Staff Report and Findings. Additionally, the application has been reviewed by the Park|Tree Committee for their recommendation consistent with the Acceptance of Donations to be Placed in Public Space and Public Open Space Policy. To complete the application process, the mural donation now must be accepted by Council.

By accepting the donation, the City will take ownership of the mural.

### RECOMMENDATION AND ALTERNATIVES

1. Accept the donation
2. Accept the donation with conditions consistent with the Acceptance of Donations Policy criteria.
3. Do not accept the donation

### BUDGET / FINANCIAL IMPACT

The City will own the mural if the donation is accepted and therefore responsible for its maintenance similar to other buildings and park features (benches, playground equipment, signs, etc)

### **PUBLIC INVOLVEMENT**

The mural application was presented to the Park | Tree Committee at the January 23<sup>rd</sup>, 2023 meeting. The Park | Tree Committee unanimously voted to recommend that City Council accept the donation of the mural for the Norma Pfieffer Park restroom.

### **NEXT STEPS**

Staff will inform applicants of the decision made. If accepted, staff will coordinate with applicants on next steps and anticipate installation in late spring.

### **ATTACHMENTS**

1. Planning Staff Report & Findings on subject mural application
2. Original art mural application and materials

**CITY OF COBURG PLANNING  
PO BOX 8316 Coburg, OR 97408**

**STAFF REPORT  
Original Art Mural at Norma Pfiffer**

Report Date: January 31, 2024

**I. BASIC DATA**

Applicant: Megan Dompe & Teri Kohley  
Coburg Main Street

Property Owner: City of Coburg

Assessor’s Map & Tax Lots: 16-03-32-11 04200

Comprehensive Plan Designation: Parks, Recreation and Open Space (PRO)

Current Zoning: Parks, Recreation and Open Space (PRO); Historic District Overlay

**II. REQUEST**

The request is for an original art mural installation at Norma Pfieffer Park on the south wall of the restroom.

Approval for the installation of original art murals is a Type I procedure and approved administratively through the Land Use Review procedure as set forth in Resolution 2023-13. In addition, murals on public property must also go through the donation process and follow the Policy on the Acceptance of Donations to be Placed in Public Space and Public Open Space.

**III. BACKGROUND**

The subject property is zoned Parks, Recreation and Open Space (PRO) and contains a Comprehensive Plan Map designation of Parks, Recreation and Open Space (PRO). The subject property is a central park that formerly was railroad right of way and depot house. The proposal is to install a mural on the south wall facing the playground.

**Administrative Decision Criteria:**

**IV. APPROVAL CRITERIA FOR ORIGINAL ART MURALS**

***A. Colors: Colors should be consistent with the surrounding area. Colors should be harmonious with the exterior colors of the building. The City will offer assistance in selecting colors and reviewing the design if requested by the property owner.***

**FINDING:** The proposed colors appear consistent with the surrounding area. The restroom building where the mural is proposed is a gray cement block and neutral in color. Criteria satisfied.

**B. Size: No part of the mural shall exceed 30 feet in height. The mural shall not extend more than 6 inches from the plane of the surface upon which it is tiled or painted or to which it is affixed. The Planning Official or applicable committee may recommend restricting the size of the mural to ensure that it blends in with the surrounding area.**

**FINDING:** The proposed size is 12 feet wide by 8 feet in height as shown on the mock-up included in Attachment A. The mural will be painted onto three pieces of plywood that will be combined to make a single image. If the donation is accepted, Public Works staff will install the mural and ensure it does not extend inappropriately from the plane of the building's surface. Criteria met.

**C. Materials: durable, graffiti resistant and weather resistant materials.**

**FINDING:** Weather-resistant exterior paint and an anti-graffiti coating are proposed. Criteria met.

**D. Workmanship: any support/attachments must be approved by a professional structural engineer; work on site must be supervised and approved by artist. Any mural attached to a structure must obtain a building permit as required.**

**FINDING:** If the donation is acceptance, Public Works staff will ensure the installation is done in an approved manner. Criteria satisfied.

**E. Themes: consistent with surrounding area. Consideration will be given to themes that are of artistic expression. Themes such as nature, landscapes, or agriculture are encouraged. The City reserves the right to reject proposals for murals on City-owned property based on the themes or messages expressed, as permitted by applicable First Amendment law.**

**FINDING:** The proposed mural incorporates a steam locomotive with a scenic hillside landscape background. The theme is consistent with the proposed location which was formally the railroad and depot and will interface with the existing information signage about Coburg's historic railroad at the playground. Criteria satisfied.

## **ARTICLE XI. LAND USE REVIEW AND SITE DESIGN REVIEW**

### **C. Land Use Review Procedure and Approval Criteria**

**When Land Use Review is required, it shall be conducted prior to issuance of building permits, occupancy permit, business license, or public improvement permits, as determined by the City Planning Official. The City shall conduct Land Use Reviews using either a Type I or Type II procedure, as described in ARTICLE X – Type I and Type II procedures. A Type I procedure shall be used when the Planning Official finds that the applicable standards are clear and objective and do not require the exercise of discretion. A Type II procedure shall be used when the decision is discretionary in nature. The City Planning Official shall be responsible for determining the required review procedure. An application for Land Use Review shall be approved only upon meeting all of the following criteria:**

**1. The proposed land use or development is permitted by the underlying land use district (ARTICLE VII);**

**FINDING:** Original art murals are permitted in the underlying land use district. Criteria satisfied.

**2. The land use, building/yard setback, lot area, lot dimension, density, lot coverage, building height and other applicable standards of the underlying land use district and any applicable overlay district(s) are met (ARTICLE VII)**

**FINDING:** Criteria not applicable.

**3. When development is proposed, the applicable sections of ARTICLE VIII Supplementary District Regulations apply.**

**FINDING:** Criteria not applicable.

**4. The Planning Official or Commission must also consider the following criteria:**

**a. That the location, design, size, shape and arrangement of the uses and structures are in scale and are compatible with the surroundings.**

**b. That there is a desirable, efficient, and workable inter-relationship among buildings, parking, circulation, open space, landscaping, and related activities and uses, resulting in an attractive, healthful and pleasant environment for living, shopping and working.**

**FINDING:** Criteria not applicable.

**c. That there is no unnecessary destruction of existing healthy trees or other major vegetation, and that due consideration is given to the preservation of distinctive historical or natural features.**

**d. That the quantity, location, height, and materials of walls, fences, hedges, screen planting and landscape areas are such that they serve their intended purpose and have no undue adverse effect on existing or contemplated abutting land use.**

**e. The suitable planting of ground cover or other surfacing is provided to prevent erosion and reduce dust.**

**FINDING:** No destruction of vegetation or trees, nor new landscaping, is proposed. Criteria satisfied.

**f. That the location, design and size of the uses are such that the residents or establishments to be accommodated will be adequately served by community facilities and service or by other facilities suitable for the intended uses, in conformity with the Coburg Comprehensive Plan.**

**FINDING:** Criteria not applicable.



***g. That, based on anticipated traffic generation, adequate additional transportation improvements must be provided by the development in order to promote traffic safety and reduce traffic congestion, including but not limited to right-of-way and road improvements. Consistent with the Transportation System Plan, consideration shall be given to the need and feasibility of widening and improving abutting streets and also to the necessity for such additional requirements as lighting, traffic-calming techniques, sidewalks and other pedestrian ways, bikeways, and turn and deceleration/acceleration lanes.***

**FINDING:** Criteria not applicable.

***h. That there is a safe and efficient circulation pattern within the boundaries of the development. Consideration shall include the layout of the site with respect to the location and dimensions of vehicular, bicycle, and pedestrian entrances, exits, drives, walkways, buildings and other related facilities.***

**FINDING:** Criteria not applicable.

***i. That there are adequate off-street vehicular and bicycle parking facilities and loading-unloading facilities provided in a safe, efficient and pleasant manner. Consideration shall include the layout of the parking and loading-unloading facilities and their surfacing, lighting and landscaping.***

***j. That the location, quantity, height and shape of areas of structures which define interior circulation and parking arrangements are suitable for their intended purpose.***

**FINDING:** Criteria not applicable.

***k. That all signs and illumination are in scale, and harmonious with the site and area.***

**FINDING:** No signs or illumination proposed. Criterion not applicable.

***l. That adequate methods are provided to ensure continued maintenance and necessary normal replacement of common facilities, uses, structures, landscaping, screening, ground cover, and similar items required to ensure compatibility with the surrounding areas and an attractive ' healthful and pleasant environment within the development area.***

**FINDING:** Criterion not applicable.

***FINAL DECISION: A Type I decision is the final decision of the City. It cannot be appealed to City officials.***

**EFFECTIVE DATE: A Type I decision is final on the date it is made.**

~~VI. INFORMATIONAL ITEM~~

???

**VI. ATTACHMENTS**

Attachment A – Applicant’s materials



Received by  
City of Coburg  
NOV 14 2023

**Planning Department  
TYPE I  
Land Use Application - Administrative**

Date Received 11.14.23  
Date Paid & Receipt # 11.14.23 #3913

(For official use only)

Application Number \_\_\_\_\_

**Application Type (CHECK ONE)**

- Building Permit/Review
- Development Permit – Floodplain (supplemental info required)
- Lot of Record Determination
- Pre-Application Meeting
- Preliminary Subdivision Extension
- Other Administrative:

**PRINT CLEARLY AND COMPLETE ALL SPACES**

**Applicant Information**

Name Megan Dompe Coburg Main Street Daytime Phone 541-913-6570  
 Mailing Address \_\_\_\_\_ Email coburgantiquefair@gmail.com  
 Contact Person Teri Kohley Contact Daytime Phone 541-521-8125

**Site Information**

Street Address South wall of Norma Pfeiffer Restroom Building COBURG, OR 97408  
 Map & Tax Lot # 1603332204200 Total Area (sq. ft./acres) 1.73 Acres

If more than one lot:

Map and Tax Lot # \_\_\_\_\_ Total Area \_\_\_\_\_  
 Map and Tax Lot # \_\_\_\_\_ Total Area \_\_\_\_\_  
 Map and Tax Lot # \_\_\_\_\_ Total Area \_\_\_\_\_

If applicable:

Present Use(s) of Property blank wall  
 Proposed Use(s) of Property Temporary Art Mural  
 For appeal, associated land use application number (e.g. SR-04-12) \_\_\_\_\_

**Property Owner Information**

Name City of Coburg Daytime Phone 541-682-7858  
 Mailing Address PO. Box 8316, Coburg OR Email Megan.Winner@ci.coburg.or.us  
 Contact Person Megan Winner Contact Daytime Phone \_\_\_\_\_

Is there more than one applicant or site associated with this application? If so, check here.  ATTACH A SEPARATE SHEET WITH ADDITIONAL APPLICANT AND SITE INFORMATION)

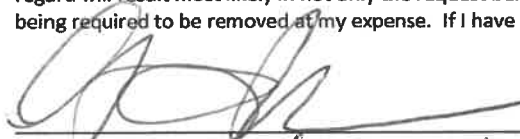
ATTACH THE FOLLOWING DOCUMENTAION WITH YOUR APPLICATION: OFFICIAL COMPLETENESS CHECK

- Written legal description of the property(ies)  \_\_\_\_\_
- Assessor's Map, highlight property(ies) (8.5" x11" or 11" x 17" SIZE)  \_\_\_\_\_
- \* Written statement addressing all applicable Zoning District Criteria  \_\_\_\_\_
- Site Plan and/or Engineered Drawings (see site plan checklist)  \_\_\_\_\_
- Title report | proof of ownership  \_\_\_\_\_
- Is the property in the flood plain? YES  NO

\* Written Statements must be in the form of factual statements or findings of fact and supported by evidence. List the findings criteria In the Coburg Zoning Code (Ord. A-200-H) and develop evidence that supports it.

I hereby certify that the statements and information contained in this application, including the attached drawings and the required findings of fact, are in all respects true and correct. I understand that all property pins must be shown on the drawings and visible upon site inspection. In the event that the pins are not shown or their location found to be incorrect, the owner assumes full responsibility.

I further understand that if this request is subsequently contested, the burden will be on me to establish: that I produced sufficient factual evidence at the hearing to support this request; that the evidence adequately justifies the granting of the request; that the findings of fact furnished by me are adequate, and further that all structures or improvements are properly located on the ground. Failure in this regard will result most likely in not only the request being set aside, but also possibly in any structures being built in reliance thereon being required to be removed at my expense. If I have any doubts, I am advised to seek competent professional advice and assistance.

  
 Applicant Signature (Megan Domyca)

Date: 11/14/23

As owner of the property involved in this request, I have read and understood the complete application and its consequences to me as a property owner.

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

Property Owner Signature #1

\_\_\_\_\_  
Print Name

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

Property Owner Signature #2

\_\_\_\_\_  
Print Name

## Approval Criteria

All mural applications must follow a Type I Land Use application process to ensure conformance with all applicable land use regulations. In addition, murals must meet the following criteria:

- A. Colors:** Colors should be consistent with the surrounding area. Colors should be harmonious with the exterior colors of the building. The City will offer assistance in selecting colors and reviewing the design if requested by the property owner.  
**Colors will all be consistent with the environment and closely painted to represent the presented Mock-up. However, we can't guarantee a perfect match to the mock-up as it includes overlays on the computer diagram to add the Coburg Hills and the sunrise so there will be slight color variations.**
- B. Size:** No part of the mural shall exceed 30 feet in height. The mural shall not extend more than 6 inches from the plane of the surface upon which it is tiled or painted or to which it is affixed. The Planning Official or applicable committee may recommend restricting the size of the mural to ensure that it blends in with the surrounding area.  
**Proposed temporary mural will not exceed height or plane surface requirements (see attached).**
- C. Materials:** durable, graffiti resistant and weather resistant materials.  
**Proposed temporary mural will be painted on 3 finished sheets of exterior plywood and fitted together to make one large image. Plywood will be painted with exterior primer and paint and the image itself will be painted with all exterior paints the same as the existing "Quilt Blocks" currently posted. We will then attach 2x4's to cinder block wall (south side facing playground) top and bottom to hang the plywood image from. Painted plywood sheets will then be screwed into the 2x4 supports. The building additional has an overhang that will help protect the mural from weather. We can add an anti-graffiti paint over the image if necessary. However, we have had no issues with graffiti on the current posted art.**
- D. Workmanship:** any support/attachments must be approved by a professional structural engineer; work on site must be supervised and approved by artist. Any mural attached to a structure must obtain a building permit as required.  
**This proposed temporary mural will need to be affixed to 2x4's attached to the existing cinder block with mason anchors. We will be using the 2x4 's to block it out 2 inches from the existing cinder block wall to allow air flow and to prevent moisture buildup on both the artwork and the existing building. The image will not exceed the 6 inch plane requirements.**
- E. Themes:** consistent with surrounding area. Consideration will be given to themes that are of artistic expression. Themes such as nature, landscapes, or agriculture are encouraged. The City reserves the right to reject proposals for murals on City-owned property based on the themes or messages expressed, as permitted by applicable First Amendment law.  
**The theme for this temporary art installation will be a steam engine train with the Coburg Hills in the background. Since the old Train depot and Train ran through the existing area we feel it meets all requirements and represents the history of our town.**

## Coburg Main Street Proposed Temporary Art Installation.

Megan Dompe Main Street Coordinator

Coburg Main Street Arts Committee

Teri Kohley – Coordinator

Patty McConnell

Michelle Shattuck

Tracey Pugh



Artwork will be projected onto the (3) 4x8 sheets of finished primed and painted plywood with an opaque projector then drawn onto the boards. The Arts Committee will then paint the boards over the winter months. Project will be painted much like a paint by number picture.

The Arts Committee has experience with this process as we have completed 10 quilt blocks in this same style which are currently displayed on the Umbrella properties fence.

The Arts Committee would like to use the IOOF for painting. We hope to work on the project though out the winter with hopes of completion for a spring installation.

We would be more than willing to have Public Works install this project but if that is not possible, we will find someone with construction experience to complete the installation per the Criteria submitted.





Proposed Temporary art installation for Norma Pfeiffer Park  
(South restroom Wall)  
Facing playground



1910 Historic photo of Coburg Train and Train Depot

*Coburg Oregon, view of the railroad depot c1910*

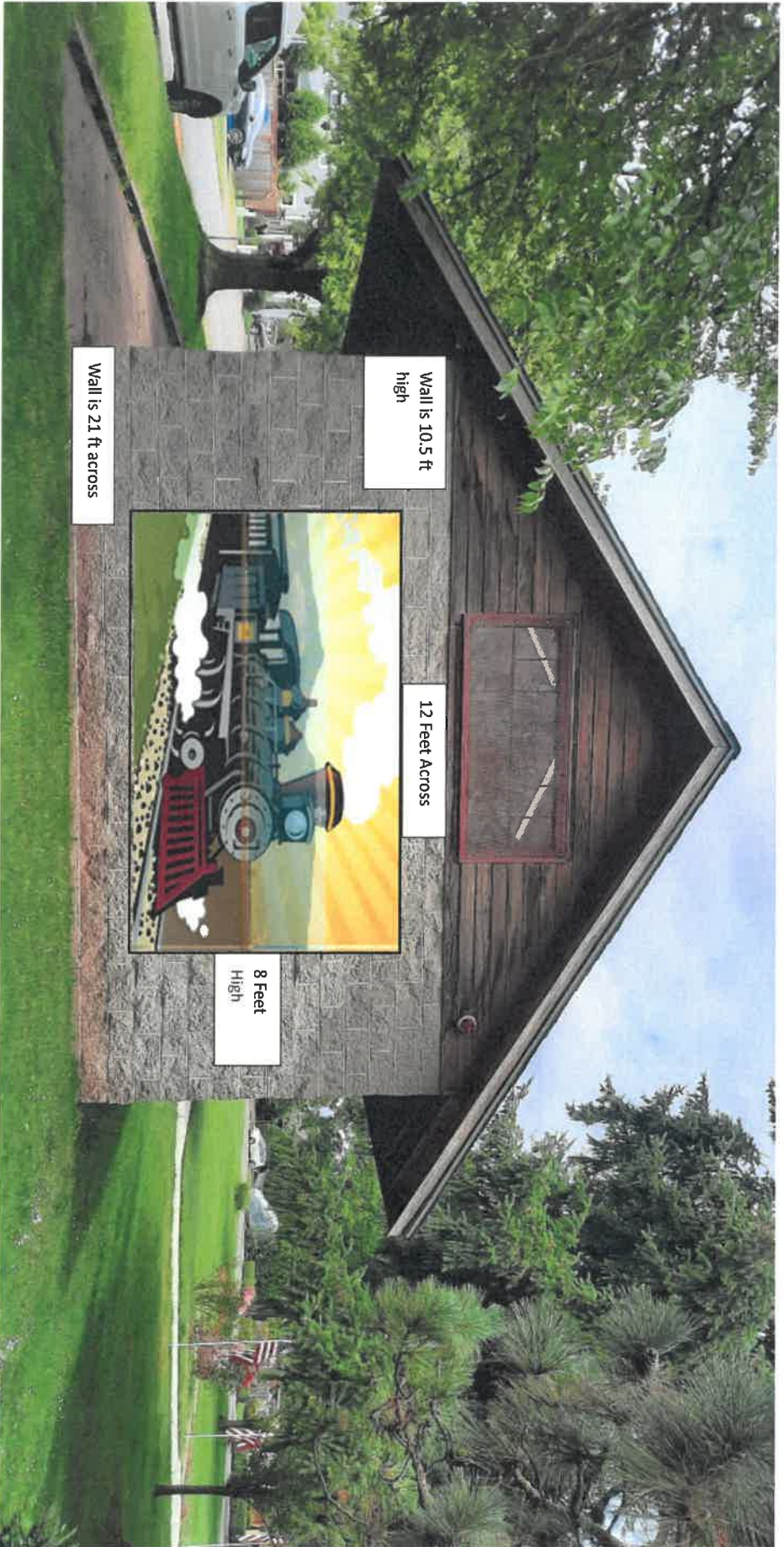
**Project Cost Estimate:**

- 3 sheets finished plywood ¾ 4x8 \$ 225.00
- Primer/Sealer 1 Gallon \$ 45.00
- Exterior Paint Quarts (8) 20.00 \$ 160.00
- 2X4'S for mounting & Bolts \$ 55.00
- Misc. Supplies: tape/brushes, etc. \$ 50.00
- Coburg Arts Committee will donate all prep & paint hours. **\$930.00**



**TOTAL ESTIMATED PROJECT COST \$ 535.00**





**Coburg Main Street Arts Committee  
Temporary Art Installation Proposal**

**Note:** Art is titled “Temporary Art Installation” as it can be changed out or replaced if the city so chooses. The intent of the Arts Committee’s is for this image to be permanent.

Mock-up for approximate size and position.





# COBURG CITY COUNCIL

## ACTION ITEM

### Police Department Quarterly Report

Meeting Date	Staff Contact	Phone	Email
February 13, 2024	Larry Larson	541.682.7855	Larry.larson@ci.coburg.or.us

#### POLICE STATS FOR QUARTER ENDED December 31, 2023

Coburg Police Department stats are divided into the following seven categories.

**1. Traffic/person stops**

Traffic stops, person stops, truck inspections,

**2. Patrol/business checks**

**3. Person Crimes/calls for service**

Assaults, rape, sex abuse, all other sex crimes, subject down, fight, menacing, all domestic violence crimes, welfare checks, harassment, runaways, suicidal subject, deceased subject, peace officer hold (POH Mental hold) etc.

**4. Property crimes/calls for service**

Theft, unlawful use of a motor vehicle, unlawful entry into a motor vehicle, alarms, criminal mischief, motor vehicle accident, fraud, criminal trespassing etc.

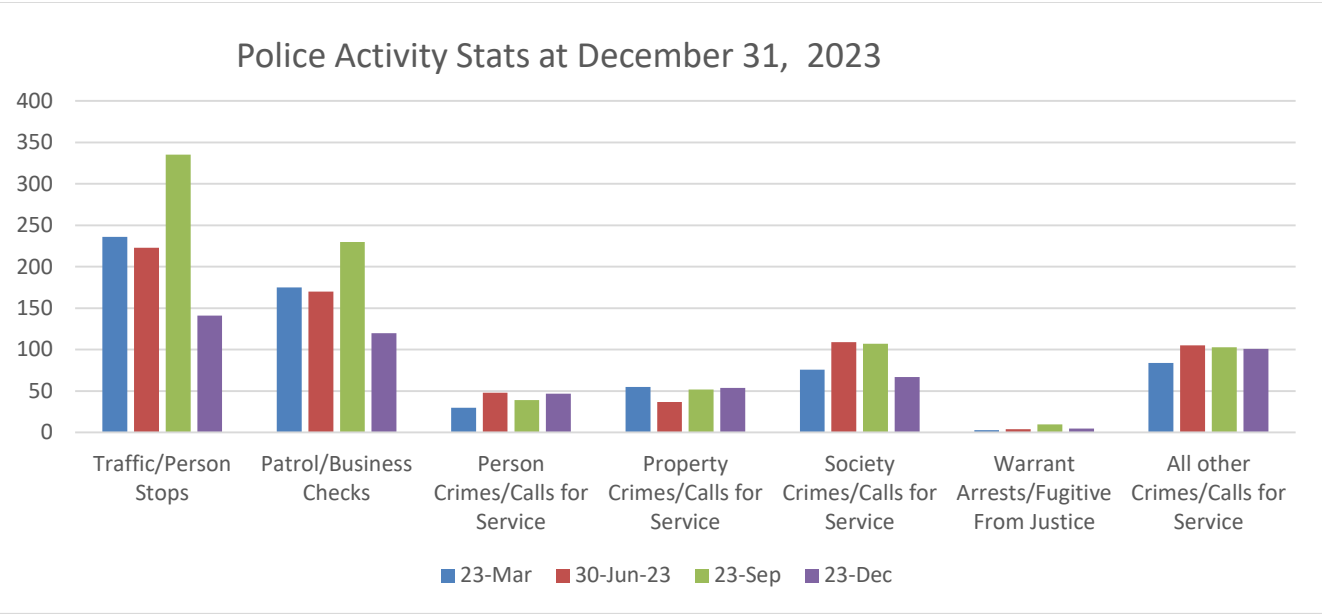
**5. Society crimes/calls for service**

DUII, reckless driving, unlawful possession of a controlled substance, disorderly conduct, illegal camping, assist public, all dog and animal issues, suspicious vehicle, speeding vehicle, suspicious conditions, abandoned vehicle, traffic hazard, ATL drunk driver, disabled vehicle, city ordinance violations, prowler, etc.

**6. Warrant arrests/fugitive from Justice**

**7. All other crimes/calls for service**

Citizen contact, assist other agency LCSO, OSP, Coburg Fire Department, follow up investigation, vin inspections, training, court, special assignment, stop sign down, etc.



Activity Type	March	June	Sept	Dec
Traffic/Person Stops	236	223	335	141
Patrol/Business Checks	175	170	230	120
Person Crimes/Calls for Service	30	48	39	47
Property Crimes/Calls for Service	55	37	52	54
Society Crimes/Calls for Service	76	109	107	67
Warrant Arrests/Fugitive From Justice	3	4	10	5
All other Crimes/Calls for Service	84	105	103	101

## Below is a list of and type of calls for service for Coburg Police Department October 1, 2023 – December 31, 2023

---

Traffic stop	Death Investigation	Harassment
Unlawful Entry into vehicle	Sex Abuse	Follow up investigation
Patrol check	Suspicious Conditions	Truck Inspection
Citizen Contact	Loud Noise	Assist OSP
Lost Property	Illegal Parking	Animal Complaint
Criminal Trespass	Incomplete 911 Call	Civil Standby
Welfare check	Theft	Disorderly Subject
VIN inspection	Suspicious Conditions	
Prisoner Transport	Vehicle Tow	Motor Vehicle Accident
Disabled Vehicle	Welfare check	Warrant Arrest
Training	Stop Sign down	Vehicle Tow
Locate Subject	Assist Public	
Assist Fire Department	Dispute	Dog at Large
Alarm	Subject down	Sodomy
Business Check DUII	Business Check	Court
Police Officer Hold (Mental Hold)	Attempt to locate drunk driver	
Criminal Mischief	Vehicle Impound	VIN Inspection
Illegal Camping	Open Door	Locate Subject

**City of Coburg  
Balances  
FY 2024  
As of 12/31/2023**

**Cash Balances**

	<b>FY 2024 <u>Actual</u></b>	<b>FY 2024 <u>Budget</u></b>	<b>FY 2023 <u>Actual</u></b>	<b>EOY <u>FY 2023</u></b>
General Fund	861,982	N/A	951,088	638,087
Street Fund	1,541,815	N/A	1,103,113	950,820
Water Fund	1,758,280	N/A	1,472,554	1,271,001
Sewer Fund	1,723,969	N/A	1,800,600	2,068,764
Total Cash	<u>5,886,046</u>	N/A	<u>5,327,355</u>	<u>4,928,671</u>

**Fund Balances**

	<b>FY 2024 <u>Actual</u></b>	<b>FY 2024 <u>Budget</u></b>	<b>FY 2023 <u>Actual</u></b>	<b>EOY <u>FY 2023</u></b>
General Fund	827,715	624,148	900,705	427,527
Street Fund	1,542,250	411,078	1,121,019	893,310
Water Fund	1,500,565	170,502	1,622,219	742,850
Sewer Fund	1,828,451	1,622,749	2,009,795	2,146,752
Total Fund Balance	<u>5,698,981</u>	<u>2,828,477</u>	<u>5,653,738</u>	<u>4,210,440</u>

**City of Coburg  
Fund Statements  
General Fund  
FY 2024  
As of 12/31/2023**

	FY 2024			FY 2023	
	Actual	Budget	% of B to A	Actual	EOY
<b>Revenues:</b>					
Taxes and Assessments	899,730	989,000	91%	875,148	906,096
Intergovernmental	25,090	59,125	42%	14,845	120,901
Franchise Fees	105,359	279,400	9%	82,623	206,054
Licenses, Permits & Fees	77,635	283,950	27%	74,710	162,125
Fines and Forfeitures	45,123	85,000	53%	61,799	104,740
Investment Revenue	5,593	2,500	224%	1,993	11,866
Grants and Donations	6,505	372,000	2%	129,937	88,964
Charges for Services	31,340	55,780	56%	34,900	37,195
Charges for Services -SDC	58,040	235,325	25%	57,145	145,076
Interdepartmental Charges		-	N/A		
Other Revenue	7,630	8,500	90%	7,387	11,070
Transfer In - Admin Fee	519,926	1,039,852	50%	439,042	878,804
<b>Total Revenue</b>	<b>1,781,971</b>	<b>3,410,432</b>		<b>1,779,530</b>	<b>2,672,891</b>
<b>Expenditures</b>					
Administration Department	429,915	833,240	52%	413,084	773,852
Facility Management Department	50,930	118,850	43%	50,109	81,932
Planning Department	85,395	192,590	44%	81,215	186,220
Police Department	360,021	891,131	40%	379,771	808,714
Municipal Court	59,089	166,972	35%	67,381	151,090
Economic Development	12,700	58,700	22%	47,171	92,223
Park	109,289	381,416	29%	22,872	50,599
Public Works Administration	274,444	613,685	45%	255,917	539,430
Debt Service:					
Principal	-	15,000	0%	-	-
Interest	-	14,700	0%	-	-
Contingency		150,000			
<b>Total Expenditures</b>	<b>1,381,783</b>	<b>3,436,284</b>		<b>1,317,520</b>	<b>2,684,060</b>
Net Change	400,188	(25,852)		462,009	(11,169)
Fund Balance - June 30,	427,527	650,000		438,696	438,696
Fund Balance	827,715	624,148		900,705	427,527
Fund Balance:					
Restricted for Park SDC		281,854			
Unappropriated Ending Fund Balance		342,294			
Fund Balance		624,148			

**City of Coburg  
Fund Statements  
Street Fund  
FY 2024  
As of 12/31/2023**

	FY 2024			FY 2023	
	Actual	Budget	% of B to A	Actual	EOY
<b>Revenues:</b>					
Taxes and Assessments	82,629	170,000	49%	84,067	216,384
Intergovernmental	51,943	105,000	49%	29,743	
Investment Revenue	4,388	7,900	56%	1,741	12,930
Grants and Donations		748,348	0%	40,000	140,000
Charges for Services	81,407	165,000	49%	80,975	161,577
Charges for Services -SDC	70,457	278,592	25%	98,242	206,999
Interdepartmental Charges		-	N/A		
Other Revenue		500	0%	2,336	2,336
Bond Proceeds	748,605	500,000	150%	999,500	999,500
Transfer In -			N/A		
<b>Total Revenue</b>	<b>1,039,430</b>	<b>1,975,340</b>		<b>1,336,604</b>	<b>1,739,726</b>
<b>Expenditures</b>					
Administration Department	199,357	2,135,245	9%	1,061,936	1,581,549
Transfer Out -	76,734	153,467	50%	111,218	222,436
Debt Service:					
Principal	92,060	114,400	80%	-	-
Interest	22,340	21,350	105%	-	-
Contingency		100,000			
<b>Total Expenditures</b>	<b>390,491</b>	<b>2,524,462</b>		<b>1,173,154</b>	<b>1,803,985</b>
Net Change	648,940	(549,122)		163,450	(64,259)
Fund Balance - June 30,	893,310	960,200		957,569	957,569
Fund Balance	1,542,250	411,078		1,121,019	893,310
Fund Balance:					
Restricted for Street SDC		-			
Reserve for Tree Maintenance		12,000			
Unappropriated Ending Fund Balance		399,078			
Fund Balance		411,078			

**City of Coburg  
Fund Statements  
Water Fund  
FY 2024  
As of 12/31/2023**

	FY 2024			FY 2023	
	Actual	Budget	% of B to A	Actual	EOY
<b>Revenues:</b>					
Taxes and Assessments			N/A		
Intergovernmental			N/A		399,681
Investment Revenue	34,016	1,500	2268%	12,547	38,294
Grants and Donations			N/A		
Charges for Services	520,346	975,000	53%	488,024	936,830
Charges for Services -SDC	1,261,652	222,262	568%	51,902	154,799
Interdepartmental Charges			N/A		
Other Revenue	648	-	N/A	150	3,650
Bond Proceeds		4,496,795	0%	188,060	-
Transfer In -			N/A		
<b>Total Revenue</b>	<b>1,816,661</b>	<b>5,695,557</b>		<b>740,683</b>	<b>1,533,254</b>
<b>Expenditures</b>					
Administration Department	825,008	6,163,172	13%	669,796	2,010,563
Transfer Out -	227,417	454,833	50%	155,097	310,194
<b>Debt Service:</b>					
Principal	-	82,050	0%	5,000	170,000
Interest	6,522	-	N/A	6,075	17,150
Contingency		200,000			
<b>Total Expenditures</b>	<b>1,058,946</b>	<b>6,900,055</b>		<b>835,967</b>	<b>2,507,907</b>
Net Change	757,715	(1,204,498)		(95,284)	(974,653)
Fund Balance - June 30,	742,850	1,375,000		1,717,503	1,717,503
Fund Balance	1,500,565	170,502		1,622,219	742,850
<b>Fund Balance:</b>					
Restricted for Water SDC		-			
Unappropriated Ending Fund Balance		170,502			
Fund Balance		170,502			

**City of Coburg  
Fund Statements  
Sewer Fund  
FY 2024  
As of 12/31/2023**

	FY 2024			FY 2023	
	Actual	Budget	% of B to A	Actual	EOY
<b>Revenues:</b>					
Taxes and Assessments			N/A		
Intergovernmental		375,000	0%		375,000
Investment Revenue	672	275,696	0%	311	36,146
Grants and Donations		-	N/A		
Charges for Services	460,446	903,488	51%	454,315	847,931
Charges for Services -SDC	59,043	2,500	2362%	74,810	187,296
Interdepartmental Charges			N/A		
Other Revenue	257	2,500	10%		56,074
Bond Proceeds			N/A		
Transfer In -			N/A		
<b>Total Revenue</b>	<u>520,419</u>	<u>1,559,184</u>		<u>529,437</u>	<u>1,502,446</u>
<b>Expenditures</b>					
Administration Department	200,438	738,677	27%	91,944	274,462
Transfer Out -	215,775	431,551	50%	173,087	346,175
Debt Service:					
Principal	353,337	640,201	55%	269,691	630,542
Interest	69,169	270,181	26%	160,646	280,242
Contingency		200,000			
<b>Total Expenditures</b>	<u>838,720</u>	<u>2,280,610</u>		<u>695,368</u>	<u>1,531,421</u>
Net Change	(318,302)	(721,426)		(165,932)	(28,975)
Fund Balance - June 30,	<u>2,146,752</u>	<u>2,344,175</u>		<u>2,175,727</u>	<u>2,175,727</u>
Fund Balance	<u>1,828,451</u>	<u>1,622,749</u>		<u>2,009,795</u>	<u>2,146,752</u>
Fund Balance:					
Restricted for Wastewater SDC		577,122			
Unappropriated Ending Fund Balance		<u>1,045,627</u>			
Fund Balance		<u>1,622,749</u>			



**City of Coburg**  
**Department Summary of Expenditures by Fund**  
**FY 2024**  
**As of 12/31/2023**  
**Target 50%**

	FY 2024			FY 2023	
	Actual	Budget	% of B to A	Actual	EOY
<b>General Fund</b>					
Administration Department					
Personnel Services	273,227	595,975	45.85%	252,155	498,120
Material and Services	156,688	237,265	66.04%	160,929	275,733
Total Administration Department	429,915	833,240	51.60%	413,084	773,852
Facility Management Department					
Material and Services	50,930	92,100	55.30%	50,109	81,932
Capital	-	26,750	0.00%		
Total Facility	50,930	118,850	42.85%	50,109	81,932
Planning Department					
Personnel Services	32,416	76,476	42.39%	29,687	59,759
Material and Services	52,979	116,114	45.63%	51,527	126,461
Total Planning Department	85,395	192,590	44.34%	81,215	186,220
Police Department					
Personnel Services	273,677	689,702	39.68%	310,893	610,460
Material and Services	70,216	189,429	37.07%	68,878	144,170
Capital Outlay	16,128	12,000	134.40%		54,083
Total Police Department	360,021	891,131	40.40%	379,771	808,714
Municipal Court					
Personnel Services	49,558	127,532	38.86%	57,387	116,464
Material and Services	9,531	39,440	24.17%	9,994	34,627
Total Municipal Court	59,089	166,972	35.39%	67,381	151,090
Economic Development					
Personnel Services	240	-	N/A	19,986	33,192
Material and Services	12,460	58,700	21.23%	27,185	59,031
Total Economic Department	12,700	58,700	21.64%	47,171	92,223

**City of Coburg**  
**Department Summary of Expenditures by Fund**  
**FY 2024**  
**As of 12/31/2023**  
**Target 50%**

	FY 2024			FY 2023	
	Actual	Budget	% of B to A	Actual	EOY
Park					
Material and Services	6,517	48,916	13.32%	11,081	20,214
Capital	102,772	332,500	30.91%	11,791	30,384
Total Park	109,289	381,416	28.65%	22,872	50,599
Public Works Administration					
Personnel Services	274,444	613,685	44.72%	255,917	539,430
Material and Services	-	-	N/A	-	-
Total Public Works	274,444	613,685	44.72%	255,917	539,430
Debt Service:					
Principal		15,000	0.00%		-
Interest		14,700	0.00%		-
Total Debt		29,700	0.00%		-
<b>Total General Fund Expenditures</b>	<b>1,381,783</b>	<b>3,286,284</b>	<b>42.05%</b>	<b>1,317,520</b>	<b>2,684,060</b>

**City of Coburg**  
**Department Summary of Expenditures by Fund**  
**FY 2024**  
**As of 12/31/2023**  
**Target 50%**

	FY 2024			FY 2023	
	Actual	Budget	% of B to A	Actual	EOY
<b><u>Street Fund</u></b>					
Administration Department					
Material and Services	122,447	123,175	99.41%	63,206	121,273
Capital		40,000	0.00%		-
Transfer Out	76,734	153,467	50.00%	111,218	222,436
Total Administration Department	199,180	316,642	62.90%	174,424	343,709
Public Works Administration					
Material and Services	3,550	76,430	4.64%	11,643	1,460,276
Capital	73,360	1,923,500	3.81%	987,087	-
Total Public Works	76,910	1,999,930	3.85%	998,730	1,460,276
Debt Service:					
Principal	92,060	114,400	80.47%	-	-
Interest	22,340	21,350	104.64%	-	-
Total Debt	114,400	135,750	84.27%	-	-
<b>Total Street Fund Expenditures</b>	<b>390,491</b>	<b>2,452,322</b>	<b>15.92%</b>	<b>1,173,154</b>	<b>1,803,985</b>

**City of Coburg**  
**Department Summary of Expenditures by Fund**  
**FY 2024**  
**As of 12/31/2023**  
**Target 50%**

	FY 2024			FY 2023	
	Actual	Budget	% of B to A	Actual	EOY
<b><u>Water Fund</u></b>					
Administration Department					
Material and Services	73,442	106,265	69.11%	40,873	102,549
Transfer Out	227,417	454,833	50.00%	155,097	310,194
Total Administration Department	300,859	561,098	53.62%	195,970	412,743
Public Works Administration					
Material and Services	7,040	38,613	18.23%	6,819	11,200
Capital	744,526	6,018,294	12.37%	622,103	1,896,814
Total Public Works	751,566	6,056,907	12.41%	628,922	1,908,014
Debt Service:					
Principal		82,050	0.00%	5,000	170,000
Interest	6,522	-	N/A	6,075	17,150
Total Debt	6,522	82,050	7.95%	11,075	187,150
<b>Total Water Fund Expenditures</b>	<b>1,058,946</b>	<b>6,700,055</b>	<b>15.81%</b>	<b>835,967</b>	<b>2,507,907</b>

**City of Coburg**  
**Department Summary of Expenditures by Fund**  
**FY 2024**  
**As of 12/31/2023**  
**Target 50%**

	FY 2024			FY 2023	
	Actual	Budget	% of B to A	Actual	EOY
<b><u>Sewer Fund</u></b>					
Administration Department					
Material and Services	157,072	257,892	60.91%	91,644	229,136
Capital	-		N/A		1,800
Transfer Out	215,775	431,551	50.00%	173,087	346,175
Total Administration Department	372,848	689,443	54.08%	264,731	577,111
Public Works Administration					
Material and Services		80,785	0.00%		43,525
Capital	43,366	400,000	10.84%	300	-
Total Public Works	43,366	480,785	9.02%	300	43,525
Debt Service:					
Principal	353,337	640,201	55.19%	269,691	630,542
Interest	69,169	270,181	25.60%	160,646	280,242
Total Debt	422,506	910,382	46.41%	430,337	910,784
<b>Total Sewer Fund Expenditures</b>	<b>838,720</b>	<b>2,080,610</b>	<b>40.31%</b>	<b>695,368</b>	<b>1,531,421</b>
<b>Total City Expenditure</b>	<b>3,669,940</b>	<b>14,519,271</b>	<b>25.28%</b>	<b>4,022,010</b>	<b>8,527,372</b>

**City of Coburg**  
**Budgetary Compliance**  
**FY 2024**  
**Resolution 2023-11**  
**As of 12/31/2023**  
**Target 50%**

	<u>Actual</u>	<u>Budget</u>	<u>% of B to A</u>	<u>Balance</u>
<b>General Fund</b>				
Administration Department	429,915	833,240	52%	403,325
Facility Management Department	50,930	118,850	43%	67,920
Planning Department	85,395	192,590	44%	107,195
Police Department	360,021	891,131	40%	531,110
Municipal Court	59,089	166,972	35%	107,883
Economic Development	12,700	58,700	22%	46,000
Park	109,289	381,416	29%	272,127
Public Works Administration	274,444	613,685	45%	339,241
Debt Service	-	29,700	0%	29,700
Contingency	-	150,000		150,000
<b>Total General Fund</b>	<u>1,381,783</u>	<u>3,436,284</u>		<u>2,054,501</u>
<b>Street Fund</b>				
Administration Department	276,091	2,288,712	12%	2,012,621
Debt Service	114,400	135,750	84%	21,350
Contingency	-	100,000		100,000
<b>Total Street Fund</b>	<u>390,491</u>	<u>2,524,462</u>		<u>2,133,971</u>
<b>Water Fund</b>				
Administration Department	1,052,424	6,618,005	16%	5,565,581
Debt Service:	6,522	82,050	8%	75,528
Contingency	-	200,000		200,000
<b>Total Water Fund</b>	<u>1,058,946</u>	<u>6,900,055</u>		<u>5,841,109</u>

**City of Coburg  
Budgetary Compliance  
FY 2024  
Resolution 2023-11  
As of 12/31/2023  
Target 50%**

	<u>Actual</u>	<u>Budget</u>	<u>% of B to A</u>	<u>Balance</u>
<b>Wastewater Fund</b>				
Administration Department	416,214	1,170,228	36%	754,014
Debt Service	422,506	910,382	46%	487,876
Contingency	-	200,000		200,000
<b>Total Wastewater Fund</b>	<u>838,720</u>	<u>2,280,610</u>		<u>1,441,890</u>
Total Appropriations	<u>3,669,940</u>	<u>15,141,411</u>	24%	<u>11,471,471</u>

**RESOLUTION NO. 2024-03**

**A RESOLUTION ESTABLISHING PURCHASING AUTHORITY AND SPENDING LIMITS FOR THE CITY OF COBURG STAFF**

**WHEREAS**, the City of Coburg (City) has adopted Ordinance No. A-255, which identifies the City Administrator as the City’s purchasing manager; and

**WHEREAS**, Ordinance No. A-255 further directs that City Administrator and other staff spending authorities be delegated by resolution; and

**WHEREAS**, the City’s daily operations require staff to initiate procurements for public contracts, including those for goods, services, and public improvements, as well for as non-public contracts, such as grant agreements and real property leases, in the most efficient manner; and

**WHEREAS**, it is in the City’s best interest for staff to be able to award certain contracts in an efficient and cost-effective manner, while retaining ultimate fiscal responsibility to the City Council; and

**WHEREAS**, the City Council, by this resolution, wishes to delegate some Contracting Agency authority to the City Administrator, City department heads and other staff, and establish spending limits therefore.

**NOW, THEREFORE**, the City Council hereby resolves as follows:

**Section 1: Definitions.** For the purposes of this resolution and the related policies, rules, and procedures, the following terms shall have the following meanings:

- 1.1 “Emergency” means circumstances that (1) could not have been reasonably foreseen; (2) create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and (3) require prompt execution of a contract to remedy the condition.
- 1.2 “Procurement” means the act of purchasing, leasing, renting or otherwise acquiring interests in real property, goods and services, or construction labor and materials. Procurement includes each function and procedure undertaken or required to be undertaken by the City to enter into, administer, and obtain performance under a City Contract pursuant to the City’s Public Contracting Rules or state law.

**Section 2: City Administrator Authority.** The City Administrator, or the City Administrator’s designee, is authorized to:

- A. Enter into City contracts in amounts not exceeding **[\$50,000/75,000]**. Contracts over this delegated spending limit require additional authorization from the City Council.



B. Enter into contracts in an Emergency in amounts not exceeding **[\$100,000/\$150,000]**. The City Administrator must inform the Council of all executed Emergency Contracts at the Council’s next regularly scheduled meeting.

C. Recommend that the City Council approve or disapprove contract awards, change orders, and amendments in amounts over **[\$50,000/75,000]**.

D. Consistent with Ordinance No. A-255 and the City’s Public Contracting Rules, create and amend solicitation materials, contracts, and forms, procedures, and administrative policies for all City Procurements.

E. Enter into contracts or issue permits for local concessions and street vendors pursuant to applicable City policy, where the annual amount to be paid to or by the City is not expected to exceed **[\$50,000/75,000]** per year.

**Section 2: Department Head Authority.** Department heads are hereby authorized to enter into City contracts in amounts not exceeding **[\$5,000/10,000]**. Contracts over **[\$5,000/10,000]** may be entered into by department heads only with the City Administrator’s prior written approval.

**Section 3. Other Staff Authority.** City staff other than department heads are authorized to enter into City contracts in amounts not exceeding \$1,500, subject to prior delegation from that staff member’s department head and City Administrator’s written approval of that delegation.

**Section 4. Contracts with Employees.** Purchases of goods from City employees shall require the prior written authorization of the City Administrator or the City Administrator’s designee. Provision of services by City employees shall be in accordance with the City Personnel Policies and other applicable law.

**Section 5. Repeal.** All previously adopted Council action, including but not limited to resolutions, motions, orders or policies, which establish spending authority for the City Administrator and City staff are hereby repealed to the extent inconsistent with the Council’s spending authority delegation adopted herein.

**Section 6. Effective Date.** This Resolution shall take effect upon the effective date of Ordinance No. A-255.

APPROVED by the Coburg City Council this 9<sup>th</sup> day of April, 2024.

ATTEST:

\_\_\_\_\_  
Nancy Bell, Mayor  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Sammy Egbert, City Recorder  
Dated: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_

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