



AGENDA

CITY COUNCIL

91136 N Willamette Street

541-682-7852 | coburgoregon.org

Tuesday, August 08, 2023 at 6:00 PM

CALL THE CITY COUNCIL MEETING TO ORDER Council Meeting are held in-person at City Hall, and by Zoom. To participate by Zoom pre-register with the City by 3PM the day of the meeting. Council meetings are recorded and live stream both available at coburgoregon.org

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR COMMENTS

City Administrators, Adam Hanks

AGENDA REVIEW

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

RESPONSE(S) BY CITY COUNCIL

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

- [1.](#) Minutes June 13, 2023 City Council
- [2.](#) Minutes July 11, 2023, City Council

SPECIAL GUEST

ORDINANCES AND RESOLUTIONS

- [3.](#) Second Reading
ORDINANCE A-163-U AN ORDINANCE ADOPTING THE OREGON CRIMINAL CODE, OREGON UNIFORM CONTROLLED SUBSTANCES ACT, OREGON LIQUOR CONTROL ACT, AND THE OREGON MOTOR VEHICLE CODE; REPEALING CONFLICTING ORDINANCES.
- [4.](#) **RESOLUTION 2023-13** A RESOLUTION APPROVING THE ORIGINAL ART MURAL POLICY

COUNCIL ACTION ITEMS

- [5.](#) Wildish Building Company Contract to Build an Operations and Storage Building
- [6.](#) Branch Engineering Contract and Rates

ADMINISTRATIVE INFORMATION REPORTS

- [7.](#) Finance Quarterly Presentation
- [8.](#) Total Maximum Daily Load Annual Update
- [9.](#) Administrative Monthly Report

COUNCIL COMMENTS**UPCOMING AGENDA ITEMS**

Police Department Quarterly Report
Fee Schedule Update

FUTURE MEETINGS

August 15 Park Tree Committee
August 16 Planning Commission

September 4 City Hall **CLOSED** - Labor Day
September 12 City Council
September 26 Work Session on Zoning Code Updates

ADJOURNMENT

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

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



MINUTES

City Council Regular Meeting

June 13, 2023 at 6:00 P.M.
91136 N Willamette Street
Hybrid Meeting in-person or via Zoom

MEMBERS PRESENT: Mayor Nancy Bell, Kyle Blain, John Lehmann, Cathy Engebretson, Alan Wells, Claire Smith

MEMBERS ABSENT: John Fox

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

RECORDED BY: Grace Jelks, Lane Council of Governments (LCOG)

CALL THE CITY COUNCIL MEETING TO ORDER

Mayor Bell called the meeting to order at 6:13 pm.

PLEDGE OF ALLEGIANCE

Counselor Engebretson led the Pledge.

ROLL CALL

Ms. Egbert called roll. A quorum was present.

MAYOR COMMENTS

The quilt blocks facing Pavilion Park are beautiful and the Arts Committee is accepting donations to assist with the cost of the display.

AGENDA REVIEW

The red folder contains information on the Municipal Fundamentals training scheduled on September 1st, in Salem.

Report in the Red Folder to be added to the agenda as item 12.5 Public Art Donation/Temporary Crosswalk Art.

Correction to Agenda item 6, Resolution 2023-11 A Resolution adopting the city's budget for Fiscal Year ~~2022-23~~ should read "2023-24.

CITIZEN TESTIMONY

None.

RESPONSE(S) BY CITY COUNCIL

Councilor Lehmann wondered what the policy was for responding to written testimony. Mayor Bell asked for direction from Council. The decision by consensus was to make a global response about the town's water in the Our Town newsletter after consultation with Staff and an engineer.

CONSENT AGENDA

1. Appoint Jeffery Milam and Terry Dawson to Budget Committee.
2. Minutes May 9, 2023 City Council.

MOTION: Councilor Wells moved to approve the consent Agenda as presented, reappoint Jeffrey Milam and appoint Terry Dawson to the Budget Committee, seconded by Councilor Blain.

The motion passed unanimously (5-0-0).

SPECIAL GUESTS

None.

ORDINANCES AND RESOLUTIONS

3. Public Hearing

Mayor Bell opened the Public Hearing at 6:23 p.m.

Ms. Heath presented **Resolution 2023-08: A Resolution Declaring the City's Election to Receive State Revenues ORS 221.770**. Discussion ensued.

There was no public comment.

Mayor Bell closed the public hearing at 6:26 p.m.

MOTION: Councilor Lehmann moved to adopt Resolution 2023-08: A Resolution Declaring the City's Election to Receive State Revenues ORS 221.770 as presented, seconded by Councilor Smith.

The motion passed unanimously (5-0-0).

4. Ms. Heath presented **Resolution 2023-09: A Resolution Declaring the City's Certification of Eligibility for State Shared Revenues ORS 221.760**. Discussion ensued.

MOTION: Councilor Engebretson moved to adopt Resolution 2023-09: A Resolution Declaring the City's Election to Receive State Revenues, seconded by Councilor Blain. The motion passed unanimously (5-0-0).

5. Ms. Heath presented **Resolution 2023-10: A Resolution Adopting the Salary and Classification Schedule for Fiscal Year-2024**. Discussion ensued.

Member comments and questions included clarifying if the salary step matched the years of service, criteria for step increases, whether there are half-step increases after an employee reach the top step, longevity bonuses, and new hires ability to negotiate for additional steps

Ms. Heath clarified that Step 14 means the employee is at the top of the scale. This year employees are getting a COLA but no step increase. Step increases are calculated into the budget, step increases are at the supervisor's discretion and based on an evaluation, half steps are not allowed, most employees were reclassified after the most recent salary analysis, and bonuses for government employees are rare, increases and bonuses would need to align with the current budget, and new hires are given additional steps based on experience.

MOTION: Councilor Blain moved to adopt Resolution 2023-10: A Resolution Adopting the Salary and Classification Schedule for Fiscal Year-2024, seconded by Councilor Lehmann. The motion passed unanimously (5-0-0).

6. **Public Hearing**

Mayor Bell opened the Public Hearing at 6:41 p.m.

Ms. Heath presented **Resolution 2023-11: A Resolution Adopting the City's Budget for Fiscal Year 2023-24, Creating Appropriations, Setting the Tax, And Imposing the Tax and Categorizing the Tax.** Discussion ensued.

Member comments and questions included the Budget Committee recommendation for additional funding in the general fund, clarifying the estimated shortfall, and projections for salaries.

Mayor Bell stated that the decision to increase the general fund amount needs to be decided soon due to the increase in spending, which will outpace revenue in the upcoming years.

Ms. Heath discussed the difficulty of determining the shortfall number this soon, and salaries/services are projected at 4% growth.

There was no public comment.

Mayor Bell closed the public hearing at 6:51 p.m.

MOTION: Councilor Wells moved to adopt **Resolution 2023-11: A Resolution Adopting the City's Budget for Fiscal Year 2023-24, Creating Appropriations, Setting the Tax, Imposing the Tax, and Categorizing the Tax, seconded by Councilor Blain. The motion passed unanimously (5-0-0).**

7. Ms. Heath presented **Resolution 2023-12: Approving the Employment Agreement with Adam Hanks for the position of City Administrator.** Discussion ensued.

MOTION: Councilor Lehmann moved to adopt **Resolution 2023-12: Approving the Employment Agreement with Adam Hanks for the position of City Administrator, seconded by Councilor Engebretson. The motion passed unanimously (5-0-0).**

8. **Second Reading**

Ms. Heath presented **Ordinance A-171-C: An Ordinance Amending Ordinance A-171, As Amended by A-171-A and A-171-B, An Ordinance Establishing City Park Regulations and Ordinance A-246-A: An Ordinance Amending Ordinance A-246, An Ordinance Controlling Vehicular and Pedestrian Traffic.** Discussion ensued.

Member comments and questions included clarification of the hours for camping in the park, how it will be regulated, whether the City has flexibility to allow or deny camping, does the size determine a camp designation, consideration for a separate review Citizen Discussion Group, concern for discourse in the community on these issues, appreciation for the way law enforcement has handled these issues, recourse for this Ordinance if

the community is unhappy, upcoming changes to legislation, signage, and posting frequently asked questions or newsletters.

Mayor Bell was appreciative of the City's efforts for the Ordinance, compliance with the State law, and stated this is a starting point. Community complaints regarding this Ordinance can be brought to the Mayor for review and response. Current legislation is expected to change, which may affect this Ordinance or how to proceed in the future.

Ms. Heath stated that camping is allowed through administrative order and regulated through permitting. The City has not identified a permanent alternative spot to camp. If an individual is asked to move, they have to be directed to a designated area, community input or a Citizen Discussion Group is highly advisable to help handle concerns and issues, community engagement would help counter bad information and complaints, signage has not been placed, outreach is planned for individuals identified as unhoused, and sending newsletters with updates is a possibility.

COUNCIL ACTION ITEMS

9. Ms. Heath Lane Council of Government Intergovernmental Agreements for Telecommunication and Computer Services. Discussion ensued.
Member comments and questions included the onsite schedule for services.
Ms. Heath clarified LCOG IT's schedule and availability.

MOTION: Councilor Blain moved to approve annual Intergovernmental Agreements with Lane Council of Governments for Information Systems Services and Telecommunications System Management for 2023-2024, seconded by Councilor Smith. The motion passed unanimously (5-0-0).

10. Ms. Winner presented the City of Cottage Grove Intergovernmental Agreement ADDENDUM 3 for Building Permit Program Services. Discussion ensued.
Member comments and questions included clarification of the annual cost.
Ms. Winner stated that the cost has gone up due to staff time and inflation, which is distributed among all the participating jurisdictions.

MOTION: Councilor Blain moved to approve Addendum 3 to the June 8, 2020 Intergovernmental Agreement with City of Cottage Grove for providing Building Permit Program Services to the City of Coburg, seconded by Councilor Lehmann. The motion passed unanimously (5-0-0).

11. Chief Larson presented the Lane County Sheriff's Intergovernmental Agreement for Dispatch Services. Discussion ensued.

MOTION: Councilor Blain moved to approve the Intergovernmental Agreements with Lane County Sheriff's Department for twenty-four hour, seven days per week police reporting, dispatch services and warrant services starting July 1, 2023 to June 30, 2026, seconded by Councilor Lehmann. The motion passed unanimously (5-0-0).

12. Mr. Harmon presented the Coburg Loop Path and Industrial Way Projects. Discussion ensued.

Member comments and questions included clarification of the donated parcel, striping and reflectors, cost estimate, project timeline, and whether the funding would expire if the project is postponed.

Mr. Harmon clarified the location of the parcel, bike path identification, decreased funding estimate of \$90,000, the project could begin in the spring,

Ms. Heath stated that a certified agency is a requirement for the project, the funding needs to be used for paving preservation or transit improvement projects, and that transit and preservation were funded separately but both are required to get the funding match.

MOTION: Councilor Engebretson moved to recommend that staff move forward with option 3, to complete both of the Coburg Loop Path and Coburg Industrial Way projects, as needed and described, seconded by Councilor Lehmann. The motion passed unanimously (5-0-0).

- 12.5 Mr. Harmon presented the Public Art Donation/Temporary Crosswalk Art (inserted from red folder). Discussion ensued.

Member comments and questions included the duration of the temporary paint and whether staff will assist with traffic control during the painting.

Mr. Harmon stated that he will work with the Arts Committee regarding how long the paint lasts and whether it's safe for the environment, it is meant to last for the duration of the festival, and some staff time will be invested for support during installation.

MOTION: Councilor Lehmann moved to approve the Temporary Crosswalk Art proposal. There was no second and the motion failed.

MOTION: Councilor Engebretson moved to approve the Temporary Crosswalk Art, as proposed, seconded by Councilor Blaine. The motion passed unanimously (5-0-0).

It was noted at this time that Mr. Harmon invited the Council to attend the grand opening of the Pickleball Court at Norma Pfeiffer Park on June 22, 2023.

ADMINISTRATIVE INFORMATION REPORTS

13. Ms. Heath presented the Finance Audit Committee Written Report. Discussion ensued.

Member comments and questions included clarification and updating of accounting practices.

Ms. Heath hasn't heard back from the accountant and the auditor will be available to attend a future meeting to answer Council questions.

14. Ms. Heath presented the Administration Monthly Report. Discussion ensued.

Member comments and questions included clarification of the nature of work along Willamette, whether the Van Dyne intersection is under review, design plans for Pavilion Park, and whether the plan is to lower the water level for wells after rehabilitation, phasing out all AC lines, and clarification of the hiring process and timeline for the employee that is leaving.

Mr. Hanson stated that work being done is the water main replacement and reconstruction will happen later. The design for Pavilion Park needs to include a bathroom and fountain, which are outside the scope of work by the designer. Clarification was given about the alleyway on Dixon Street, Mill Street, wells, and eliminating AC lines.

Ms. Heath clarified there is a meeting scheduled on July 12th with the City Engineer, ODOT, and others to learn about possible short-term and long-term solutions. There was a meeting with the designer on June 8th to work towards finalizing Pavilion Park. Ms. Heath is working on recruitment when the employee vacates the position.

COUNCIL COMMENTS

Councilor Engebretson will be attending the Lane Act meeting on June 14th to discuss transportation priorities. Discussion ensued.

ADJOURNMENT

Mayor Bell adjourned at 8:34 pm.

APPROVED by the City Council of the City of Coburg on this 8th day of August, 2023.

Nancy Bell, Mayor of Coburg

ATTEST: _____
Sammy L. Egbert, City Recorder

DRAFT



MINUTES

Coburg City Council Meeting

July 11, 2023 at 6:00 P.M.
91136 N Willamette Street
Hybrid Meeting in-person or via Zoom

MEMBERS PRESENT: Mayor Nancy Bell, John Fox, John Lehmann, Kyle Blain, Claire Smith, Alan Wells, and Cathy Engebretson

STAFF PRESENT: Anne Heath, City Administrator; Anne Davies, City Attorney; Sammy Egbert, City Recorder; Larry Larson, Chief of Police; Brian Harmon, Public Works Director; Gregory Peck, City Accountant

GUEST: Brendan Irsfeld, Lane County

RECORDED BY: Trenay Ryan, Lane Council of Governments (LCOG)

CALL THE CITY COUNCIL MEETING TO ORDER

Mayor Nancy Bell called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Bell led the Pledge of Allegiance.

ROLL CALL

Ms. Egbert called roll. A quorum was present.

MAYOR COMMENTS

Mayor Bell shared:

- An August City Council meeting would be held on Tuesday August 8, 2023.

- A significant water leak due to brittle pipes occurred while work was being completed on North Willamette Street on July 3, 2023. The leak was repaired quickly. The mayor thanked all those involved in resident notification and pipe repairs.
- Costs have continued to rise on all city projects. Staff have been diligent in searching for money or grants for outside funding to mitigate the financial impact on Coburg's citizens.
- Encouraged all members to attend the various committees for their council liaison activities.

AGENDA REVIEW

There were no changes made to the Agenda.

CITIZEN TESTIMONY

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

RESPONSE(S) BY CITY COUNCIL

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

CONSENT AGENDA

1. Appointment of Michelle Shattuck to the Park Tree Committee

MOTION:

Councilor Fox moved, seconded by Councilor Blaine to approve the Agenda as presented.

The motion passed unanimously — 6:0.

SPECIAL GUEST

2. Natural Hazard Mitigation Plan (NHMP) Overview
Brendan Irsfeld, Hazard Mitigation and Recovery Analysts for Lane County Office of Emergency Management.

Mr. Irsfeld informed the Council that the current NHMP was adopted in 2018 and will expire October 14, 2023. The NHMP must be updated every five years in order to continue to be eligible for Federal Emergency Management Agency (FEMA), NHMP grant funding. The role of the annexes, allows the City Council to focus on the needs of the City of Coburg, such as the action items, capital projects and more studies and analysis to better understand the hazard risk.

- Coburg has five action items in their annex related to infrastructure: hardening, resilience, backup water supplies, storage tanks, and seismically retrofitting the buildings.
- The Council also briefly discussed Coburg cosmetic touch-ups and extreme weather notices.

Mr. Irsfeld explained that one of the broader strategies used is that many federal grants are pushing more of a regional collaborative criteria in terms of what they prioritize or emphasize the projects that they award. Being able to show county-wide coverage in conjunction with Coburg's will also make their application more competitive. Roads and highway resiliency is currently a focus of the State of Oregon.

ORDINANCES AND RESOLUTIONS

3. Public Hearing

ORDINANCE A-163-U, An ordinance adopting the Oregon Criminal Code, Oregon Uniform Controlled Substances Act, Oregon Liquor Control Act, and the Oregon Motor Vehicle Code; Repealing Conflicting Ordinances

Mayor Bell opened the first reading of ORDINANCE A-163-U; Public Hearing at 6:20 p.m.

There were no requests made to publicly speak. No written statements were received. The second reading of ORDINANCE A-163-U is scheduled for the August 8, 2023 City Council meeting.

Mayor Bell closed the first reading of ORDINANCE A-163-U; Public Hearing at 6:22 p.m.

4. RESOLUTION 2023-14, A Resolution Authorizing The City To Seek State Transportation Funds through the 2023 Small City Allotment Grant Program

Mr. Harmon, Public Works Director presented a Staff Report.

MOTION:

Councilor Blaine moved, seconded by Councilor Fox to adopt Resolutions 2023-14, a resolution authorizing application to the Oregon Department of Transportation for the Small City Allotment program grants for an amount up to \$250,000.

The motion passed unanimously — 6:0.

COUNCIL ACTION ITEMS

5. Paverite USA Agreement for Sealcoating Pavement Preservation

Mr. Harmon, Public Works Director presented a Staff Report.

MOTION:

Councilor Fox moved, seconded by Councilor Wells to approve the contract for Paverite USA for the Pavement Preservation Sealcoating project in the amount of \$38,500.

The motion passed unanimously — 6:0.

6. Paverite USA Agreement for Crack Fill Pavement Preservation

Mr. Harmon, Public Works Director presented a Staff Report.

VOTE:

The City Council voted to approve the contract with Paverite USA for the Pavement Preservation Crack Sealing project in the amount of \$21,250.

The motion passed unanimously — 6:0.

ADMINISTRATIVE INFORMATION REPORTS

7. Citizen Inquiry Quarterly Report

Ms. Egbert remarked that the Citizen Inquiry Quarterly Report covered everything from April, May and June. They had previously discussed the information and there had been no new information to include in the report.

Councilor Lehmann requested more information on and the current status of Coburg's Post Office issues.

Ms. Egbert offered a brief update on the postal issue:

- The issue falls under Coburg's Administration Department because of its impending status. It is also being discussed with the Mayor and will remain in a pending status until there is a formal response answering specific questions from fifteen different citizen inquiry forms.
- The main post office contracts with Dairy Mart. It is a Dairy Mart employee, not a U.S Postal employee that interacts with the public. The service should be similar to that of a U.S Post Office.
- The U.S government and Post Office does not acknowledge the City of Coburg's 97408 zip code as separate from the City of Eugene. This has caused many issues for Coburg's residents.

8. Administrative Monthly Report

Ms. Heath announced that all projects were moving forward to the best of their ability.

The Water Project:

- The well is under construction, but will take time.
- SKADA Design is in process, but the cost will come in much higher than expected. It is still in the preliminary design discussion stage.
- Work on the East-side Premier Water Line remains under construction. Ms Heath continues to reach out to the Department of Environmental Quality (DEQ) in regards to Coburg's delayed Wetland Alienation permit that must be reviewed and approved by several state and federal agencies.

COUNCIL COMMENTS

Councilor Fox noted that there had not been any more noise complaints.

Ms. Heath replied that they had worked hard with the business owner to remind them.

Councilor Lehmann added that a noise citation was issued, but dismissed and a \$500 fine was issued.

Ms. Heath reminded the Council that as temperatures rise, OSHA laws trump Coburg's work ordinances. As a health precaution, shifts can be altered to allow for employees to work earlier shifts. Work can begin at 5:00 a.m. and end earlier in the day.

Mayor Bell stated they had not received any complaints regarding noxious smells.

Ms Heath added that they had not received any complaints from the industrial zone.

Ms. Smith announced that the first Music and Market in the Park will be held on Thursday July 12, 2023. These events will be held on Wednesdays and Thursdays.

UPCOMING AGENDA ITEMS

- Mural Policy Resolution
- Construction Contracts

FUTURE MEETINGS

July 18th. Park — Tree Committee

July 19th. ——— Planning Commission

July 25th. ——— Finance| Audit

August 8th. ——— Next City Council Meeting

ADJOURNMENT

Mayor Bell adjourned the City Council meeting at 7:11 p.m.

APPROVED by the City Council of the City of Coburg on this ____ day of _____, ____.

Nancy Bell, Mayor of Coburg

ATTEST: _____
Sammy L. Egbert, City Recorder



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Adoption of State Statutes as Coburg Violations

Meeting Date: August 8th, 2023
 Staff Contact: Larry Larson, Chief of Police
 Contact: 541-682-7855, larry.larson@ci.coburg.or.us

REQUESTED COUNCIL ACTION:

The First Reading of Ordinance A-163U occurred at the July City Council Meeting

This is the Second Reading of Ordinance A-163-U.

Suggested Motion:

Second Reading of Ordinance A-163-U

*ORDINANCE A-163 U AN ORDINANCE ADOPTING
 THE OREGON CRIMINAL CODE, OREGON UNIFORM CONTROLLED SUBSTANCES ACT,
 OREGON LIQUOR CONTROL ACT, AND THE OREGON MOTOR VEHICLE CODE; REPEALING
 CONFLICTING ORDINANCES.*

CITY COUNCIL GOAL

None. This item is operational.

BACKGROUND

Coburg Police can only issue summons to appear in Coburg's Municipal Court for violations of a Coburg Ordinance. By adopting certain state statutes as also being violations of Coburg's ordinances, the Coburg Police are able to issue summons for these violations into the Coburg Municipal Court. The alternative would be that all summons for these violations would be to the Lane County Circuit Court.

Ordinance A-163-U is the latest in a regular series of ordinances accomplishing this purpose. It makes violations of the traffic laws, similar violations and minor criminal offenses violations of the City ordinance.

BUDGET / FINANCIAL IMPACT

There is no immediate budget impact if the Ordinance is adopted. Failure to act would mean an increasing number of offenses for which summons to Coburg Municipal Court could not be issued.

RECOMMENDATION AND ALTERNATIVES

The adoption of Ordinance A-163-U is recommended.

The alternative is to not adopt the updated Ordinance. This would mean that changes in the law since 2022 would not be included and it would be improper to issue summons for those offenses.

PUBLIC INVOLVEMENT

Public Hearing and First Reading July 11th 2023 City Council Meeting.

NEXT STEPS

Second reading of Ordinance A-163-U at the August City Council Meeting

Ordinance A-163-U would become effective 30 days after adoption.

ATTACHMENTS

A. Draft Ordinance A-163-U.

REVIEWED THROUGH:

Anne Davies, City Attorney

Anne Heath, City Administrator

Sammy Egbert, City Recorder

**ATTACHMENT A
DRAFT
ORDINANCE NO. A-163-U**

AN ORDINANCE ADOPTING THE OREGON CRIMINAL CODE, OREGON UNIFORM CONTROLLED SUBSTANCES ACT, OREGON LIQUOR CONTROL ACT, AND THE OREGON MOTOR VEHICLE CODE; REPEALING CONFLICTING ORDINANCES.

THE CITY OF COBURG ORDAINS AS FOLLOWS:

Section 1. Oregon Criminal Code Adopted. Violation of any provision of Oregon Revised Statutes chapters 161 through 167, as now constituted, is an offense against this city.

Section 2. Oregon Uniform Controlled Substances Act Adopted. Violation of any provision of Oregon Revised Statutes chapter 475, as now constituted, is an offense against this city.

Section 3. Oregon Liquor Control Act Adopted. Violation of any provision of Oregon Revised Statutes chapter 471 and 472, as now constituted, is an offense against this city.

Section 4. Oregon Motor Vehicle Code Adopted. Except for Oregon Revised Statute 813.170, violation of provisions of Oregon Revised Statutes chapter 153 and chapters 801 through 822, as now constituted, is an offense against this city.

Section 5. Jurisdiction. In the above Acts, Codes, and laws of the State of Oregon which are adopted hereby, the City shall have jurisdiction over infractions, violations, offenses, and misdemeanors only.

Section 6. Severability. Should any section or provision of this ordinance or the laws adopted hereby be declared unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part hereof, except that part so declared to be unconstitutional or invalid.

Section 7. Repeal. Ordinance No. A-163-S of the City of Coburg is hereby repealed in its entirety. All other ordinances in conflict herewith are hereby repealed to the extent of such conflicts.

This ordinance was read as required by the City of Coburg Charter at the July 11th, 2023 regular meeting of the City Council, and, at the August 8th, 2023 City Council. It was put to a vote.

ADOPTED by the City Council of the City of Coburg this ____ day of _____, 2023, by a vote of ____ for and ____ against.

APPROVED by Mayor of City of Coburg this ____ day of _____, 2023.

Nancy Bell, Mayor

ATTEST:

Sammy Egbert, City Recorder

COBURG CITY COUNCIL ACTION ITEM



TOPIC: RESOLUTION 2023-13 A RESOLUTION APPROVING THE ORIGINAL ART MURAL POLICY

Meeting Date: August 8th, 2023

Staff Contact: Megan Winner, Planner

Contact: 541.682.7862, megan.winner@ci.coburg.or.us

REQUESTED COUNCIL ACTION:

Approve Resolution 2023-13 to approve the City of Coburg Original Art Mural Policy.

Suggested Motion: *"I move to adopt Resolution 2023-13, a Resolution approving the Original Art Mural Policy."*

CITY COUNCIL GOAL

Livability, Health and Vitality

BACKGROUND

The Coburg Main Street Art Committee works to enhance art in the community and has expressed interest in installing murals. A policy is needed to guide the application and approval process for mural proposals. The Art Committee has worked closely with staff including the Main Street Coordinator, met with the Park | Tree Committee and researched existing mural policies in other jurisdictions to develop the provide input on the Original Art Mural Policy. Staff also received feedback from the Heritage Committee related to murals on historic structures.

PURPOSE

The purpose of the Original Art Mural Policy is to permit and encourage original art murals on a content-neutral basis on certain terms and conditions. Original art murals comprise a unique medium of expression which serves the public interest. Original art murals have purposes distinct from signs and confer different benefits. Such purposes and benefits include: improved aesthetics; avenues for original artistic expression; public access to original works of art; community participation in the creation of original works of art; community building through the presence of and identification with original works of art; and a reduction in the incidence of graffiti and other crime. Murals can increase community identity and foster a sense of place and enclosure if they are located at heights and scales visible to pedestrians, are retained for longer periods of time and include a neighborhood process for discussion. This policy provides a

process for applications and approval of original art murals.

BUDGET

Negligible budget impacts

ALTERNATIVES

1. City Council does not approve the policy and no mural policy exists.
 2. Approve policy with changes as directed.
 3. Delay approval of policy to allow for more discussion at a later date as directed.
-

RECOMMENDATION

Staff recommends that the Council approve the Original Art Mural Policy.

NEXT STEPS

If approved, the Original Art Mural Policy will be implemented immediately

ATTACHMENTS

- A. Policy for Original Art Murals
 - B. Resolution 2023-13
-

REVIEWED THROUGH:

Anne Heath
Sammy Egbert
Anne Davies

RESOLUTION 2023-13

A RESOLUTION APPROVING THE ORIGINAL ART MURAL POLICY

WHEREAS, the Coburg Main Street Arts Committee works to enhance the cultural and aesthetic quality of life in Coburg by serving to preserve, promote, and develop public access to the arts; and

WHEREAS, per request from the City Council, the Coburg Main Street Arts Committee promulgated a City Mural Policy (Policy) to encourage murals in the community; and

WHEREAS, the Coburg Main Street Art Committee sought the input of the Park | Tree Committee as well as the Heritage Committee for a Mural Policy; and

WHEREAS, the Policy intends the mural theme to be representative of the history, culture, or location of the community and be respectful of the greater context of the community.

THE CITY OF COBURG RESOLVES AS FOLLOWS:

1. That the City Council hereby adopts the “Original Art Mural Policy” as attached in EXHIBIT A.

Adopted by the **City Council** of the **City of Coburg**, Oregon, by a vote of ____ for and ____ against, this 8th day of August, 2023.

Nancy Bell, Mayor

ATTEST: _____
Sammy L. Egbert, City Recorder



Original Art Mural Policy

Purpose

The purpose of this Policy is to permit and encourage Original Art Murals (also referred to as “murals”) on a content-neutral basis on certain terms and conditions. Original art murals comprise a unique medium of expression which serves the public interest. Original art murals have purposes distinct from signs and confer different benefits. Such purposes and benefits include: improved aesthetics; avenues for original artistic expression; public access to original works of art; community participation in the creation of original works of art; community building through the presence of and identification with original works of art; and a reduction in the incidence of graffiti and other crime. Murals can increase community identity and foster a sense of place and enclosure if they are located at heights and scales visible to pedestrians, are retained for longer periods of time and include a neighborhood process for discussion.

Where These Regulations Apply

The regulations of this Policy apply to all Original Art Murals installed within the City of Coburg on:

- Public property
- Private property

Applications for Original Art Murals installed on public property in Coburg must follow the Policy on Donations to be Placed in Public Spaces in addition to the regulations set forth in this Policy.

Definitions

Words listed in the definition section have the specific meaning stated or referenced unless the context clearly indicates another meaning. Words not defined in this Policy have their normal dictionary definition.

Alteration. Any change to the Permitted Original Art Mural, including but not limited to any change to the image(s), materials, colors or size of the Permitted Original Art Mural. “Alteration” does not include naturally occurring changes to the Permitted Original Art Mural caused by exposure to the elements or the passage of time. Minor changes to the Permitted Original Art Mural which result from the maintenance or repair of the Permitted Original Art Mural shall not constitute “alteration” of the Permitted Original Art Mural within the meaning of this Policy. This can include slight and unintended

deviations from the original image, colors or materials that occur when the Permitted Original Art Mural is repaired due to the passage of time, or as a result of vandalism such as graffiti.

Compensation. The exchange of something of value. It includes, without limitation, money, securities, real property interest, barter of goods or services, promise of future payment, or forbearance of debt. “Compensation” does not include:

1. goodwill; or
2. an exchange of value that a property owner (or leaseholder with a right to possession of the wall upon which the mural is to be placed) provides to an artist, muralist or other entity where the compensation is only for the creation and/or maintenance of the mural on behalf of the property owner or leaseholder, and the property owner or leaseholder fully controls the content of the mural.

Historic District. A significant concentration, linkage, or continuity of sites, buildings, structures, or objects united historically or aesthetically by plan or physical development as set in Ordinance A-226.

Original Art Mural. A hand-produced work of visual art which is tiled or painted by hand directly upon, or affixed directly to an exterior wall of a building or structure. Original Art Mural does not include:

1. mechanically produced or computer-generated prints or images, including but not limited to digitally printed vinyl; or
2. murals containing electrical or mechanical components.

Permitted Original Art Mural. An Original Art Mural for which a permit has been issued by the City of Coburg pursuant to this Policy.

Allowed Original Art Murals

A. Except as provided in Section B. below, Original Art Murals that meet all of the approval criteria and which are not prohibited will be allowed upon satisfaction of the applicable permit requirements.

B. In the Historic District, murals are allowed on buildings or structures that have been identified as contributing or non-contributing structures to the Historic District, except on historic brick (or other manufactured clay materials) walls. Murals on historic structures are encouraged to comply with the historic building guidelines in the Approval Criteria section.

Permit Required

A permit issued by the City of Coburg is required prior to installation of an Original Art Mural on a building or structure within the City of Coburg. The permit application process will follow a Type I Procedure. Applications for Original Art Murals installed on public property must follow the Policy on Donations to be Placed in Public Spaces in addition to the regulations set forth in this policy. A mural attached to a building or structure must also obtain a building permit, where required.

Prohibited Original Art Murals

The following are prohibited:

- A.** Murals on sites developed with residential buildings with fewer than five dwelling units on the site.
- B.** Murals on historic brick or other historic manufactured clay materials. Historic brick was never intended to be painted and modern paints on that surface will negatively affect the behavior of that brick. Brick and the mortar joints need to be allowed to breathe so that moisture can evaporate from within brick walls. When the exterior is covered in paint, the pores (voids) within the brick and mortar cannot release the moisture. The longer the moisture sits within the system the more saturated the brick gets. Eventually it will deteriorate the structure integrity of the brick and break the clay back down to its most simple form, clay.
- C.** Murals for which compensation is given or received for the display of the mural or for the right to place the mural on another's property. The applicant shall certify in the permit application that no compensation will be given or received for the display of the mural or the right to place the mural on the property.
- E.** Murals which would result in a property becoming out of compliance with the provisions of the Coburg Zoning Code or other ordinances, or land use conditions of approval for the development on which the mural is to be located.

Application Process and Approval Criteria.

Application Process

The mural design, size and location shall be reviewed and approved by the Planning Official before work commences. The Planning Official may require review and approval of the application by an existing citizen committee when deemed appropriate.

- A.** Follow a Type I Land Use Review Procedure. Type 1 Land Use Application requires:
 - a. Legal property description
 - b. Site Plan
 - c. Narrative addressing all applicable approval criteria (see Approval Criteria section below)
 - d. Title Report | Proof of ownership
 - e. Applications must be signed by applicant and property owner
 - f. Be accompanied by the required fee
- B.** Include a long-term maintenance plan for periodic touch up or repainting.
- C.** Submit your complete packet including application and accompanying materials, any letters of support, and proposed mural design/description to the City of Coburg.
- D.** All Land Use Applications are processed by the Planning Department

- E. Applications for Original Art Murals installed on public property must follow the Policy on Donations to be Placed in Public Spaces in addition to the regulations set forth in this policy.

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

Conditions of Permit

A. The mural shall be designed as a permanent artwork installation, and shall remain in place, without alterations, except in limited circumstances including:

1. Change in ownership of the property;
2. Building reconstruction, rehabilitation and/or updates;
3. Building change in use;
4. Natural damage to the mural that leaves it substantially compromised.

B. Unless otherwise agreed by the City Council, it is the responsibility of the permittee to maintain the mural in good repair. If the mural is defaced and/or not repaired, maintained, preserved and/or conserved to the satisfaction of the City of Coburg, the City has, in its sole discretion, the authority to repair, maintain, preserve, and/or conserve the mural, or alternatively, the authority to remove, alter, or destroy the mural. The City's authority includes the abatement processes as established in the City's Nuisance Ordinance.

C. Murals shall not serve as an advertisement sign in violation of City Ordinances.

Murals on historic structures are encouraged, but not required, to comply with the following historic building guidelines:

Historic Building Guidelines

New murals for historic structures should be designed with respect to the building's size, character and features. Significant historic materials and features should be preserved. The new mural should not compromise the historic character or integrity of the original resource. Care should be taken when preparing the surface of the building for painting in order to prevent damage to the structure.

Placement

1. New murals should respect the size, scale and design of the historic building. They should be located on the side, interior or rear walls of existing commercial buildings, and have minimal impact on surrounding buildings, views and vistas.
2. New murals should not obscure significant features of the historic building, and should not be painted over identified historic murals or signage.

Neighborhood Involvement Process

Applicants are encouraged to meet with adjacent property owners and neighborhood representatives prior to submitting their application to the City in order to solicit input and exchange information about the proposed original art mural.

Violations and Enforcement

A. Violations. It is unlawful to violate any provision of this Policy or any representations made or conditions or criteria agreed to in an Original Art Mural permit application. This applies to any applicant for an Original Art Mural permit, to the proprietor of a use or development on which a permitted Original Art Mural is located, or to the owner of the land on which the permitted Original Art Mural is located. For the ease of reference in this Policy, all of these persons are referred to by the term "operator."

B. Notice of Violations. The City of Coburg must give written notice of any violation to the operator. Failure of the operator to receive the notice of the violation does not invalidate any enforcement actions taken by the City of Coburg.

C. Responsibility for Enforcement. The regulations of this Policy, and the conditions of Original Art Mural permit approvals, shall be enforced by the Planning Department under direction of the City Administrator.

Relationship of Permitted Original Art Mural to other Regulations

Issuance of an Original Art Mural Permit does not exempt the permittee from complying with any other applicable requirements of the City of Coburg, including but not limited to the Coburg Zoning Code.

Exceptions to this Policy

Exceptions to the regulations of this Policy are prohibited unless granted by the City Council.



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Coburg Operations and Operations Storage Building Project

Meeting Date: August 8th 2023

Staff Contact: Brian Harmon Public Works Director

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

REQUESTED COUNCIL ACTION

RECOMMENDED MOTION: *"I move to approve the contract between the City of Coburg and Wildish Building Company to Construct the Public Works Operation Center"*

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

BACKGROUND

ANALYSIS

The Operations Center has been in development for several years. The Center will house the Public Works Department equipment, management offices, SCADA System, and Training Room. Currently the Public Works is confined to one room for all staff, SCADA System, and Offices. The new Operation Center will be a building the same size as the Wastewater Treatment Plant building (4,800sq/ft). The Coburg Fire District has partnered with the City to build an additional auxiliary building to be used for an unspecified time period. At the end of the time period the Public Works Department will take over the use of this building. The Fire Department contribution is \$90,000.

The City went out to bid for the "Coburg Operations and Operations Storage Building Project" on June 2, 2023, and was extended to July 20th due to multiple addendums issued. The low bid was from Classic Design Co at \$1,000,000. However, after a mistake was discovered they were actually at \$960,000. After much discussion regarding Classic Design, the city elected to not award the bid to them for multiple reasons including:

- They did not supply the City with proper Project References in their bid package
- They did not provide proof that they had the experience to build this size and type of project based upon their list of referenced projects.
- They did not follow the bid process instructions provided in the bid package and therefore caused undo office time for Branch Engineering staff.

- Their bid was over \$300,000 under the nearest bid. The other bidders were all in a similar price range. Due to the lack of proof of experience in a similar project, staff had doubt that they could actually building the building for their bid price.

Wildish Paving Co. dba Wildish Building Company was the 2nd lowest bidder. Wildish turned in a bid of \$1,324,773. We believe that we will have a successful project by awarding the bid to Wildish Building Company. Their bid packet and references provides us confidence that they have the experience to build this project.

BUDGET

The cost for the construction of the two structures is \$1,324,773 which is \$324,773 over the budgeted funds. The Coburg Fire Department will contribute \$90,000 to the building. Additional funds may be split between street, water and sewer. Contingency funds are available in every fund if needed.

RECOMMENDATIONS AND ALTERNATIVES

The alternatives for City Council include:

1. Take no action. If the Council chooses this step the contract will not be awarded.
2. Approve the contract as drafted. The contract would become effective immediately and substantial completion on June 28, 2024, with total completion on July 26, 2024.
3. Adopt an amended contract. Council may make suggestions for contract changes. However, Council should consider that this contract language is the approved and required language of the City of Coburg Capital Projects.

PUBLIC INVOLVEMENT

N/A

RECOMMENDATIONS:

NEXT STEPS

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

ATTACHMENTS

A. draft – construction contract

Reviewed by:

Anne Heath, City Administrator

Anne Davies, City Attorney

Julie Leland, Branch Engineering

**CITY OF COBURG
PUBLIC IMPROVEMENT CONTRACT**

PROJECT: Coburg Operations and Operations Storage Building Project

This Contract is between the City of Coburg, an Oregon Municipal Corporation ("City") and Wildish Paving Co., dba Wildish Building Company ("Contractor").

Recital

City of Coburg selected a contractor to perform work for the City by a competitive bid process. Contractor submitted the lowest qualified bid for the Project.

Contractor Information

Address: P.O. Bo 40310, Eugene, Oregon 97404 Phone: 541-485-1700
Fax: 541-683-7722 Contact: William R. Wildish E-Mail: contractadmin@wildish.com,
alexk@wildish.com
CCB No.: 34429 Fed ID (Tax) No. 93-0748342

TERMS & CONDITIONS OF CONTRACT

1. TERM – DURATION OF CONTRACT

This Contract shall be effective when signed by both parties and Contractor has submitted the required certificates of insurance and performance and payment bonds. It shall remain in effect until the work on the Project has been completed, the improvement accepted by the City, and the warranty period has expired. The expiration of the term does not affect any right that arose prior to expiration, and terms that by their nature survive expiration shall remain in effect after expiration.

- Work shall commence as stated in the notice to proceed from City to Contractor
- Work shall be substantially complete by June 28, 2024 and totally complete by July 26, 2024.

2. SCOPE OF WORK

Contractor shall construct **Coburg Operations Building and Operations Storage Building Project** (the "Project") in the City of Coburg, Oregon. The Project is located at 91611 N Coburg Road, Coburg, Lane County, Oregon. The Project is described in more detail in the attached Contractor's Proposal "Exhibit A" and as detailed in the City's specifications and drawings for this Project. Contractor hereby agrees to furnish all of the materials, labor, water, tools, equipment, light, power, transportation, and other work needed to construct the Project. Collectively all documents herein, plans, referenced laws, statutes,

codes, procedures, material specifications, and schedules are applicable to the scope of Work.

3. **PAYMENT**

City shall pay Contractor according to the schedules and unit prices as quoted by Contractor "Exhibit A". The maximum total payment under this Contract without approved written change orders is **\$ 1,324,773.**

a. **Application for Payment**

Contractor shall invoice the City monthly for work performed, based on an estimate of the amount of work completed and the value of the completed work. Contractor shall direct the application for payment or invoice to:

Branch Engineering
310 5th Street
Springfield, OR 97477
Attn: Julie Leland
-OR- Via email:

juliel@branchengineerin.com

City shall make progress payment equal to the value of the completed work, less amounts previously paid, less retainage of five percent, less any deduction for claims and damages paid by the City of Coburg due to acts or omissions of the Contractor and for which he/she is liable under this Contract within 15 days of receipt of the invoice and the prevailing wage certificates certifying that he/she has paid not less than the prevailing rate of wages as required by ORS 279C.840. The form/application for payment shall be acceptable to the City of Coburg.

b. **Application Free of Encumbrances**

Contractor warrants and guarantees that all work, materials and equipment covered by any application for payment, will pass to City of Coburg at the time of payment free and clear of liens, claims, security interests and encumbrances.

c. **Engineer Review & Approval of Application for Payment**

City Engineer will, after receipt of each application for payment, either indicate in writing his/her approval of payment and present the application to the City of Coburg, or return the application to Contractor indicating in writing his/her reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit for application.

d. **Payment on Estimated Quantities**

Nothing contained in this contract shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work should such work be later found not to comply with any of the provisions of this Contract document. All estimated quantities of work for which progress payments have been made are subject to review and correction on the final estimate. Acceptance by the Contractor of progress payments based on periodic estimates of quantities of

work shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amounts of the progress payments.

e. Final Payment

Final payment shall be made in accordance with Section 111.5.00 of the General Conditions. ("General Conditions" are Section 400 of the Project Manual for the Coburg Operations Building and Operations Storage Building Project.)

4. STANDARD OF CARE

Contractor will provide services with the degree of skill and diligence normally employed by professional performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work. Be duly qualified expert.

5. COMPLIANCE WITH LAW

Contractor shall comply with applicable federal, state and local laws, ordinances, and regulation. When multiple standards apply, Contractor shall comply with the more stringent standard. Contractor shall comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and will all applicable requirements of federal, state and City civil rights and rehabilitation statutes, ordinances, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), (ORS 659A.142), and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment practices, and that it shall perform its contractual obligations consistently with ADA requirements and regulations, state law, and applicable regulations. In addition, Contractor shall comply with all applicable provisions of Oregon law for public contracts. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (**EXHIBIT B**).

a. Contractor Shall:

- Make payment promptly, as due to all persons supplying to the contractor labor or material for the performance of the work provided for the Contract.
- Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the Contract.
- Not permit any lien or claim to be filed or prosecuted against the City.
- Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Demonstrate that an employee drug testing program is in place. City has the right to audit and/or monitor the program. On request by the City, Contractor shall furnish a copy of the employee drug-testing program.
- Salvage or recycle construction and demolition debris, if feasible and cost-effective.

b. Prompt Payment/Contractor Refusal to Make Payment:

- If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the public improvement contract as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.
- If Contractor or first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract within 30 days after receipt of payment from the City (or in a case of Subcontractor, from Contractor), Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall be nine percent per annum. The amount of interest may not be waived
- If Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or material in connection with, the person may file a complaint with the Construction Contractor Board (CCB), unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

c. Hours of Labor – Posting Hours of Labor:

- For work under this contract, a person may not be employed for more than 10 hours in any one day, or 40 hours of work in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in those cases, the employee shall be paid at least time and a half pay:
 1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
 2. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
 3. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
 4. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- Contractor is not required to pay overtime if the request for overtime pay is not filed within 90 days of completion of the Contract if Contractor has posted and maintained in place a circular with the information contained in ORS 279C.545 as required by ORS 279C.545(1).

- Contractors and Subcontractors must give notice in writing to employees who perform work under this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

d. Medical Coverage to Employees:

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

e. Worker's Compensation:

All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless exempt under ORS 656.126. Contractor shall insure that each of its Subcontractors comply with these requirements.

6. ENVIRONMENTAL

Contractor shall comply with federal, state and local agencies ordinances, rules and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the Contract. The City reserves the right if environmental requirements (either new or existing ordinances) must be met after the award of the Contract, City, in accordance with ORS 279C.525, may (a) Terminate the Contract; (b) Complete the work itself; (c) Use non-City forces already under contract with the City; (d) Require that the underlying property owner be responsible for cleanup; (e) Solicit bids for a new Contractor; and (f) Issue the awarded Contractor a change order setting forth the additional work that must be undertaken. In addition, (a) City must make known environmental conditions at the construction site that may require Contractor to comply with environmental ordinances in their bid documents; (b) If not known at the time of award, Contractor shall immediately give notice of the discovered environmental condition to the City; (c) If an environmental emergency exists, City & Contractor shall follow the rules (4), (5), (6), (7) & (8) under ORS 279C.525. If the City chooses to terminate the contract under this subsection, Contractor, if no negligence or omission on his/her part, shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of work completed. If City causes work to be done by another entity, Contractor may not be held liable for actions or omissions of the other entity.

a. Recycle Materials:

Contractor will utilize where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's cost do not exceed the costs of non-recycled products by more than five percent (5%).

b. Obligation to Pay Subcontractor & Suppliers within 10 Days:

Contractor shall include in each first-tier subcontract, including contracts with material suppliers, a clause that obligates Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of the amounts paid to Contractor by City under this contract, and if payment is not made within 30 days after receipt of payment from City, to pay an interest penalty as specified in ORS 279C.515(2) to the first-tier Subcontractor. The interest penalty does not apply if the only reason the delay in payment is due to a delay in payment by City to Contractor. Contractor shall include in each of Contractor's subcontracts, a provision requiring the first-tier Subcontractor to include a similar payment and interest penalty clause and shall require Subcontractors to include similar clauses with each lower-tier Subcontractor or supplier.

c. Certifications:

By signing the Contract, Contractor will certify that all Subcontractors performing construction work will be registered by the Construction Contractors Board (CCB) or licensed by the State Landscape Contractors Board before the Subcontractor starts work on the Project.

- By signing the Contract, contractor will certify that Contractor and all Subcontractors will maintain all required licenses, permits, certifications or registrations throughout the terms of this agreement.
- By signing the Contract, Contractor will certify that it will comply with Oregon tax laws.

In addition: Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Contract/Agreement.

7. INDEMNITY – HOLD HARMLESS

Contractor shall defend and hold harmless CITY, its agents, servants and employees from and against all claims, demands and judgment (including attorney fees), made or recovered against them including, but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any manner connected with this Agreement, to the extent that any such damage, injury or death is caused by, or sustained in connection with the performance of, Contractor, its employees, servants or agents. CITY shall promptly notify Contractor in a reasonable manner to facilitate the defense of any such claim.

8. **INSURANCE**

a. **General Liability**

Contractor shall purchase and maintain commercial general liability insurance with minimum coverage of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City as an additional insured and cover acts and omissions of Contractor and its Subcontractors of any level. Contractor shall be liable for the full amount of any claims resulting from negligence or intentional misconduct of Contractor, its subcontractors, and their officials, agents and employees in the performance of this Contract, even if not covered by or in excess of insurance. In addition, Section 104.3.00, 104.4.00 and 104.5.00 of the General Conditions is applicable to this Contract.

b. **Workers Compensation**

Workers compensation insurance as required by ORS Chapter 656. Contractor shall ensure that each subcontractor obtains workers compensation insurance. The Contractor shall ensure that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing Work. In addition, Section "Oregon State Public Contract Provisions" – subsection "Workers' Compensation" and section "Independent Contractor – Non-Partnership" of this Contract is applicable.

c. **Builder's Risk**

Contractor shall provide builder's risk insurance on an all risks of direct physical loss basis, including, without limitation, earthquake and flood damage, for amount equal to at least the value of the amount installed. Any deductible shall not exceed \$50,000 for each loss, except that the earthquake and flood deductible shall not exceed 5% of each loss or \$50,000, whichever is greater. The policy shall include the City of Coburg as loss payee. In addition, Section 104.6.00 of the General Conditions is applicable to this Contract.

d. **Automobile Insurance**

If required, the combined single limit per occurrence shall be in an amount at least equal to the State/DMV requirements. In addition, Section 104.6.01 of the General Conditions is applicable to this Contract.

9. **BONDS**

a. **Payment and Performance Bonds**

Immediately upon execution of this agreement, Contractor shall provide a separate Performance Bond and a separate Payment bond in a form acceptable to the City of Coburg. Each bond shall be equal to 100% of the Contract amount. The Performance Bond and Payment Bond must be signed by the Surety's Attorney-in-fact, and the Surety's seal must be affixed to each bond. Bonds shall not be canceled without the City of Coburg's consent, nor will the City release them prior to Contract completion. Bonds must be originals – faxed or photocopied bond forms will not be accepted.

b. Public Works Bond

Contractor will file with the Construction Contractors Board (CCB) a Public Works Bond with a corporate surety authorized to do business in the State of Oregon in the amount of \$30,000 prior to starting work on this contract. Contractor is aware of the provisions of ORS 279C.600 and 279C.605 relating to notices of claim and payment of claims on public works bonds.

10. CONFLICT OF INTEREST

Contractor shall not give or offer any gift, loan, or other thing of value to any City official or employee. The Contractor shall not rent, lease, or purchase materials, supplies, or equipment, with or through any City official or employee.

11. IMPACT ON TRAFFIC AND PROPERTY

Contractor shall adopt reasonable means and comply with all laws, ordinances, and regulation in order to minimize interference to traffic and damage to both public and private property; And in accordance to 110.4.00 and 110.4.01 of the General Conditions, shall provide a traffic plan, maintain two-way traffic unless approved otherwise by the City of Coburg, and make every effort to maintain public safety and convenience. Contractor shall provide adequate noise control and shall control all obstructions to traffic in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) if applicable.

12. PREVAILING WAGE

a. Basic Requirement

In accordance to ORS 279C.840, Contractor shall pay to workers in each trade or occupation the current, applicable State prevailing rate of wage as established by the Oregon State Bureau of Labor and Industries (BOLI). The wage rates applicable are those in effect at the time Project was first advertised.

b. Posting of Prevailing Wage Rates

Contractor, Subcontractor shall post the prevailing wage rates and fringe benefits in the locality where the labor is performed.

c. Certifications of Wage Rates to City of Coburg

Contractor shall furnish weekly to the City of Coburg certified statements, in writing on a form prescribed by the Commissioner of the Bureau of Labor, certifying: (a) The hourly rate of wage paid each worker whom the Contractor the Subcontractor has employed upon the public works improvement; and (b) That no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract.

d. If the Contractor has not filed the certified statements as required under this contract, The City of Coburg is required by law to retain 25% of any amount earned by the Contractor until the Contractor has complied. Final payment cannot be made without all applicable wage rates on file with the City.

e. Applicability of both Federal (Davis-Bacon) and State (BOLI) Prevailing Wage Rates

When a public works project is subject to the Davis Bacon Act (40 U.S.C.3141 et seq.), the Contractor and every Subcontractor shall pay the higher of the two (BOLI and Davis Bacon) prevailing wage rates.

f. Access to Wage Rate Records – Worker Interview Verification

Contractor shall allow the Bureau of Labor and Industries (or Federal Officials) to enter the office or business establishment of Contractor at any reasonable time to determine whether the prevailing rate of wage and or the higher of the State prevailing wage rate and the Davis-Bacon wage rate is actually being paid and shall make payment records available to BOLI or Federal Officials on request. Contractor shall require Subcontractors to provide the same right of entry and inspection. In addition, shall allow interviews with persons with each discipline (trade) to determine if the correct wage rate is actually being paid.

g. All BOLI Requirements Applicable

Contractor must comply with all laws and regulations relating to prevailing wages, whether or not set out in this Contract. Contractor is to use the most current Prevailing Wage Rates for Public Contracts in Oregon including any amendments to the prevailing rates at time of contract initiation. Further information regarding prevailing wages, including requirements applicable to Contractor, is available at:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx And available by contacting the Bureau of Labor & Industries at 971-673-0838.

13. WARRANTIES

All work shall be guaranteed for a period of one (1) year against defects in materials and workmanship. Contractor unconditionally warrants all work and materials for this Project, including additional work authorized under change orders, against any defects whatsoever, for one (1) year from the date of acceptance by the City of Coburg, except that manufacturers' warranties and extended manufacturer warranties as specified in the contract documents or otherwise is a standard manufacturer product warranty shall not be abridged. In addition to its right to proceed on the warranty, the City may recover for breach of contract or negligence even if defects do not become evident during the warranty period. The Contractor also agrees to hold the City of Coburg harmless from claims of any kind arising from damage due to said defects. In addition, Section 109.7.00 of the General Conditions is applicable to this Contract.

14. LIQUIDATED DAMAGES

Contractor agrees to pay liquidated damages in accordance to Section 110.9.00 of the General Conditions. The City of Coburg is authorized to deduct the amount of the liquidated damages from any amounts due and the Contractor and its Surety shall be liable for any excess. If the Contract is terminated for default (see following "Termination") and if the Work has not been completed by other

means on or before the expiration of Contract time or adjusted Contract time, liquidated damages will be assessed against the Contractor for the duration of time reasonably required to complete the work.

15. **TERMINATION OF CONTRACT AND SUBSTITUTED PERFORMANCE**

- **Termination for Default** – Termination of the Contract for default may result if the Contractor:
 - Violates any material provision of the Contract;
 - Disregards applicable laws and regulations or the Engineer's instructions;
 - Refuses or fails to supply enough materials, equipment or skilled workers for the prosecution of the Work in compliance to the Contract;
 - Fails to make prompt payment to Subcontractors;
 - Makes an unauthorized general assignment for the benefit of the Contractor's creditors;
 - Has a receiver appointed because of the Contractor's insolvency;
 - Is adjudged bankrupt and the court consents to the Contract termination; or
 - Otherwise fails or refuses to faithfully perform the Contract according to its terms and conditions.

If the Contract is terminated by the City, upon demand the Contractor and Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of all materials and equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments.

If the Contract is terminated for default, neither the Contractor nor its Surety shall be:

- Relieved of liability for damages or losses suffered by the City because of the Contractor's breach of Contract; or
- Entitled to receive any further progress payments until the Work is completed. However, progress payments for completed Work that remain due and owing at the time of Contract termination may be made according to the City's payment terms, except that the Engineer will be entitled to withhold sufficient funds to cover costs incurred by the City as a result of the termination. Final payment to the Contractor will be made according to the City's payment terms.

- b. If a termination under this provision is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination of public convenience.**

c. Termination for Public Convenience

- The Engineer may terminate the Contract in whole or in part whenever the Engineer determines that termination of the Contract is in the best interest of the public.

- Notice: The Engineer will provide the Contractor and the Contractor's Surety seven (7) calendar days' written notice of termination for public convenience. After such notice, the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of materials and equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments.
- Compensation: Compensation for Work terminated by the Engineer under this provision will be determined by the amount of Work completed/installed and materials and equipment furnished and the status of payment (paid/unpaid) for such Work, materials and equipment; less any outstanding labor or material claims against the Contractor.

d. Substituted Performance

According to the City's procedures, and upon the Engineer's recommendation that sufficient cause exists, the City, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor's Surety ten (10) calendar days' written notice may:

- Terminate the Contract;
- Substitute the Contractor with another Entity to complete the Contract;
- Take possession of the Project Site;
- Take possession of materials on the Project Site;
- Take possession of materials not on the Project Site, for which the Contractor received progress payments;
- Take possession of equipment on the Project Site that is to be incorporated into the Work;
- Take possession of equipment not on the Project Site that is to be incorporated into the Work, and for which the Contractor received progress payments; and
- Finish the Work by whatever method the City deems expedient.

If within the ten (10) calendar days' notice period provided above, the Contractor and/or its Surety corrects the basis for declaration of default to the satisfaction of the Engineer, or if the Contractor's Surety submits a proposal for correction that is acceptable to the Engineer, the Contract will not be terminated.

16. ASSIGNMENT

Contractor shall not assign or transfer its interests in this contract without written consent of City, which consent may be withheld in the City's sole, subjective discretion; nor shall the Contractor assign any monies due or to become due to him/her hereunder without the previous written consent of the City of Coburg.

17. INDEPENDENT CONTRACTOR – NON-PARTNERSHIP

By its execution of this Agreement, the Contractor shall perform all work under this Project as an Independent Contractor, as that term is used under the laws of the State of Oregon and in accordance with the standards set forth in ORS 670.600, and shall not be considered as an agent of the City of Coburg, nor shall

the Contractor's Subcontractors or employees be sub-agents of the City of Coburg. In addition:

- The Work to be rendered under this Project is that of Independent Contractor. Contractor is not an officer, employee, or agent of the City under ORS 30.265 or ORS 30.287, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor shall be solely and entirely responsible for its act and for the acts of its subcontractors, agents or employees during the performance of this Project. Contractor is an Independent Contractor for the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under any Contract/Agreement applicable to the Project.
- No Agency, Partnership or Joint Venture – Neither the City or Contractor by virtue of any Agreement applicable to this Project, is a partner or joint venture with the other party in connection with the activities carried out under this Project.
- Any Contract/Agreement applicable to this Project is not intended to entitle the Contractor nor any of its Subcontractors to any benefits generally granted to City Employees. **Contractor shall be responsible for all federal or state taxes** applicable to compensation or payment paid to Contractor under any Contract/Agreement applicable to this Project.

18. FORCE MAJEURE

Contractor shall not be held responsible for delay or default caused by fire, riot, act of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

19. SEVERABILITY

In the event any of the provisions or portion of the Contract/Agreement are held to be unenforceable or invalid by any court of competent jurisdiction for any reason, such invalid or unenforceable provision shall in no way effect the validity or enforceability of the remaining provisions or portions.

20. WAIVERS

No term or condition of this Contract/Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing signed by the Party charged with such waiver. Any waiver of any provision of the Contract, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion. The failure of either Party to enforce any provision of the project documents shall not constitute a waiver by the City of that or any other provision.

21. MERGER

No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. A waiver, consent, modification or change, if made shall be effective only in the specific instance

and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor by signature of its authorized representative hereby acknowledge that Contractor understands the Contract and agrees to be bound by its terms and conditions.

21. LIMITATION OF AUTHORITY

City retains its authority to execute all applications, contracts and other documents relating to the Project. Contractor has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Contract, or as authorized in writing.

22. ATTORNEY FEES AND GOVERNING LAW

In the event an action, suit or proceeding, including appeal, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court of the State of Oregon.

23. REMEDIES

The remedies provided for in the Contract are cumulative, and in addition to other remedies available at law. Contractor agrees that, due to the health, safety and welfare issues that relate to timely and acceptable completion of the Project to be constructed under this Contract, the City may not have an adequate remedy at law in the event of a breach of this Contract by Contractor, and that the City may obtain injunctive relief at the sole elections of the City.

24. COUNTERPARTS

The Contract may be signed in one or more counterparts (including change orders), each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

25. GENDER: SINGULAR - PLURAL

Whenever masculine, feminine, neuter, singular, plural, conjunctive, or disjunctive terms are used in the Contract, they shall be construed to read in whatever form is appropriate to make the Contract applicable to all the Parties and all circumstances, except where the context of the Contract clearly dictates otherwise.

26. INTERCHANGEABLE TERMS IN CONTRACT AND RELATED DOCUMENTS

Contract and Agreement are interchangeable;
City and Owner are interchangeable; and
Engineer, City Engineer are interchangeable – this can be further construed to include Project Manager and or the designee of the City Engineer.

27. NOTICES

All notices of a legal nature shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of such notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows: City of Coburg, P.O. Box 8316, Coburg, OR 97408, Attn: City Recorder, Phone: 541-682-7850. Service by mail shall be deemed complete on the date of actual delivery or three (3) business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served up receipt of the facsimile or E-Mail, followed by mail delivery.

**THE PARTIES SIGNING BELOW WARRANT, REPRESENT AND AGREE THAT
THEY HAVE AUTHORITY TO SIGN THIS AGREEMENT AND AGREE TO ALL
TERMS**

CONTRACTOR:

SIGNATURE: _____

BY: Willam R. Wildish

TITLE: Vice President

DATE: _____

CITY OF COBURG, OREGON

SIGNATURE: _____

BY: Adam Hanks

TITLE: CITY ADMINISTRATOR

DATE: _____

APPROVED AS TO LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT A
Operations Storage Building Project

ITEM No.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL BID PRICE
1	Mobilization, Bonds, and Insurance	1	Lump Sum		\$49,450
2	Authorized Additional Excavation	0	Cubic Yards	\$63	
3	3/4"-0 Aggregate Base	1300	Tons	\$33	\$42,900
4	Building #1 (complete)	1	Lump Sum		\$816,300
5	Building #2 (complete)	1	Lump Sum		\$214,500
6	Electrical (complete)	1	Lump Sum		\$112,900
7	Water (complete)	1	Lump Sum		\$8,900
8	Stormwater (complete)	1	Lump Sum		\$11,800
9	4" Thick Concrete Walkway	475	Square Feet	\$11.09	\$5,270
10	3' Wide, 6" Thick Reinforced Concrete Walkway	130	Square Feet	\$24.62	\$3,200
11	6" Thick Concrete ADA Parking Stall	1	Lump Sum		\$4,320
12	Construction Staking	1	Lump Sum		\$2,640
13	Signing and Striping (complete)	1	Lump Sum		\$2,530
Base Bid Total					\$1,324,773

Alternate #1

ITEM No.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL BID PRICE
A1.1	8" Thick, Reinforced Concrete Valley Gutter	241	Lineal Feet	\$70.50	\$16,990
A1.2	Asphalt Paving 4" of Level 2, 1/2" Dense HMA	6,750	Square Feet	\$5.07	\$34,200

220-2

A1.3	4" Thick Concrete Walkway	575	Square Feet	\$ 9.97	\$ 5,730
A1.4	6" Thick, Reinforced Concrete Driveway Apron	250	Square Feet	\$ 15.76	\$ 3,940
Alternate #1 Bid Total				\$ 60,860	

Alternate #2

ITEM No.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL BID PRICE
A2.1	3/4"-0 Aggregate (additional to Base Bid)	155	Tons	\$ 33.81	\$ 5,240
A2.2	3' Wide, 4" Thick Concrete Walkway	120	Square Feet	12.75	\$ 1,530
A2.3	Raise building FFE 6"	1	Lump Sum		\$ 9,170
Alternate #2 Bid Total				\$ 15,940	

Total Amount of Base Bid \$ 1,324,773

Total Base Bid price written out in words

ONE MILLION THREE HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED AND SEVENTY THREE DOLLARS

Total Amount of Alternate #1 Bid \$ 60,860

Total Alternate #1 Bid price written out in words SIXTY THOUSAND EIGHT HUNDRED AND SIXTY DOLLARS

Total Amount of Base Bid Plus Alternate #1 Bid \$ 1,385,633

Total Base Bid Plus Alternate #1 Bid price written out in words

ONE MILLION THREE HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED AND THIRTY THREE DOLLARS

Total Amount of Alternate #2 Bid \$ 15,940

Total Alternate #2 Bid price written out in words FIFTEEN THOUSAND NINE HUNDRED AND FORTY DOLLARS

Total Amount of Base Bid Plus Alternate #2 Bid \$ 1,340,713

Total Base Bid Plus Alternate #2 Bid price written out in words

ONE MILLION THREE HUNDRED FORTY THOUSAND SEVEN HUNDRED AND THIRTEEN DOLLARS

EXHIBIT B

RELEVANT PROVISIONS OF ORS CHAPTER 279B

279B.220 Conditions concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the contractor shall:

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

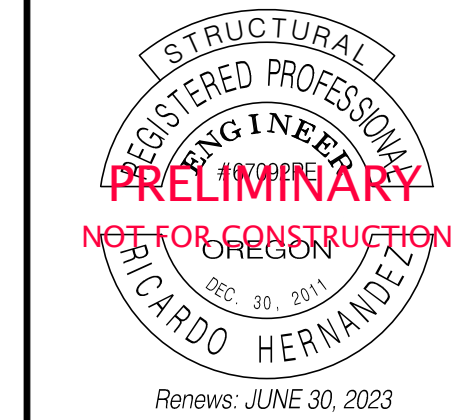
279B.230 Condition concerning payment for medical care and providing workers' compensation.

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

279B.235 Condition concerning hours of labor.

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

- a. Except as provided in subsection (4) of this section, contracts for services must obtain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- b. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.



project title:

**CITY OF COBURG - OPERATIONS
OPS FLEET MAINTENANCE BUILDING #1**

91611 N. COBURG RD.
COBURG, OR

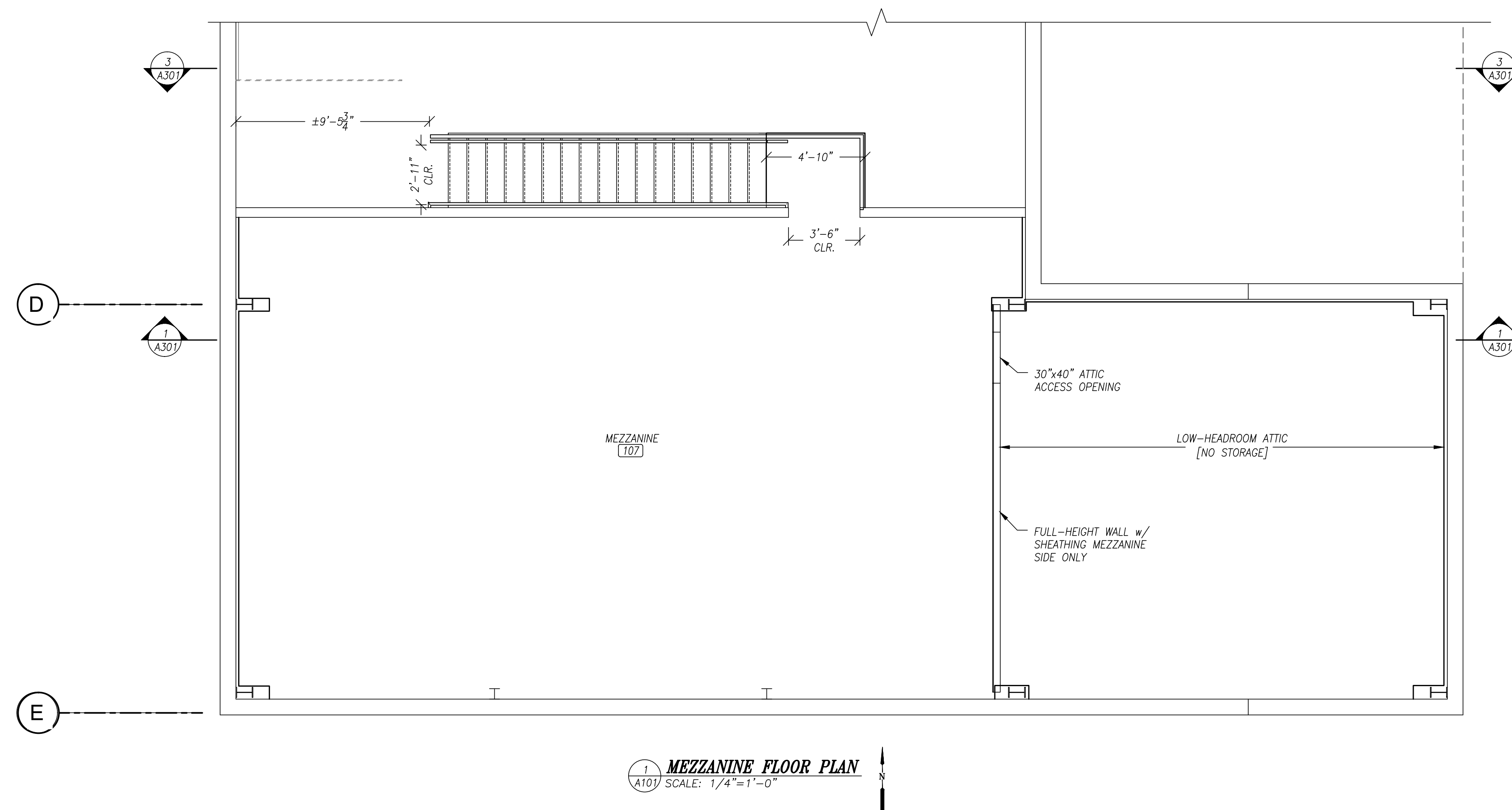
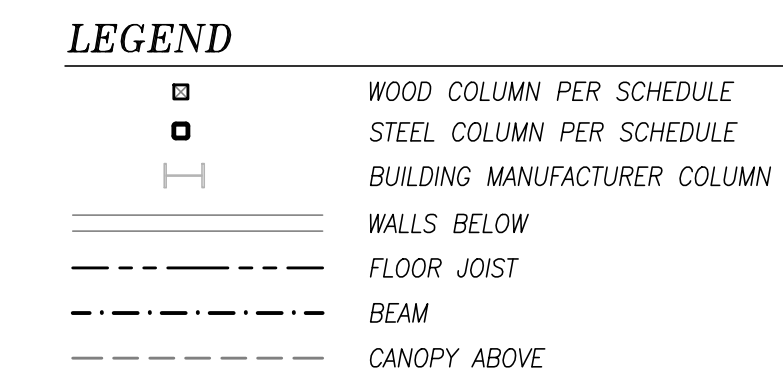
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date: **DEC 29, 2022**
drawn by: JJA
designer: JJA
project no: 20-004J

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FLOOR PLAN

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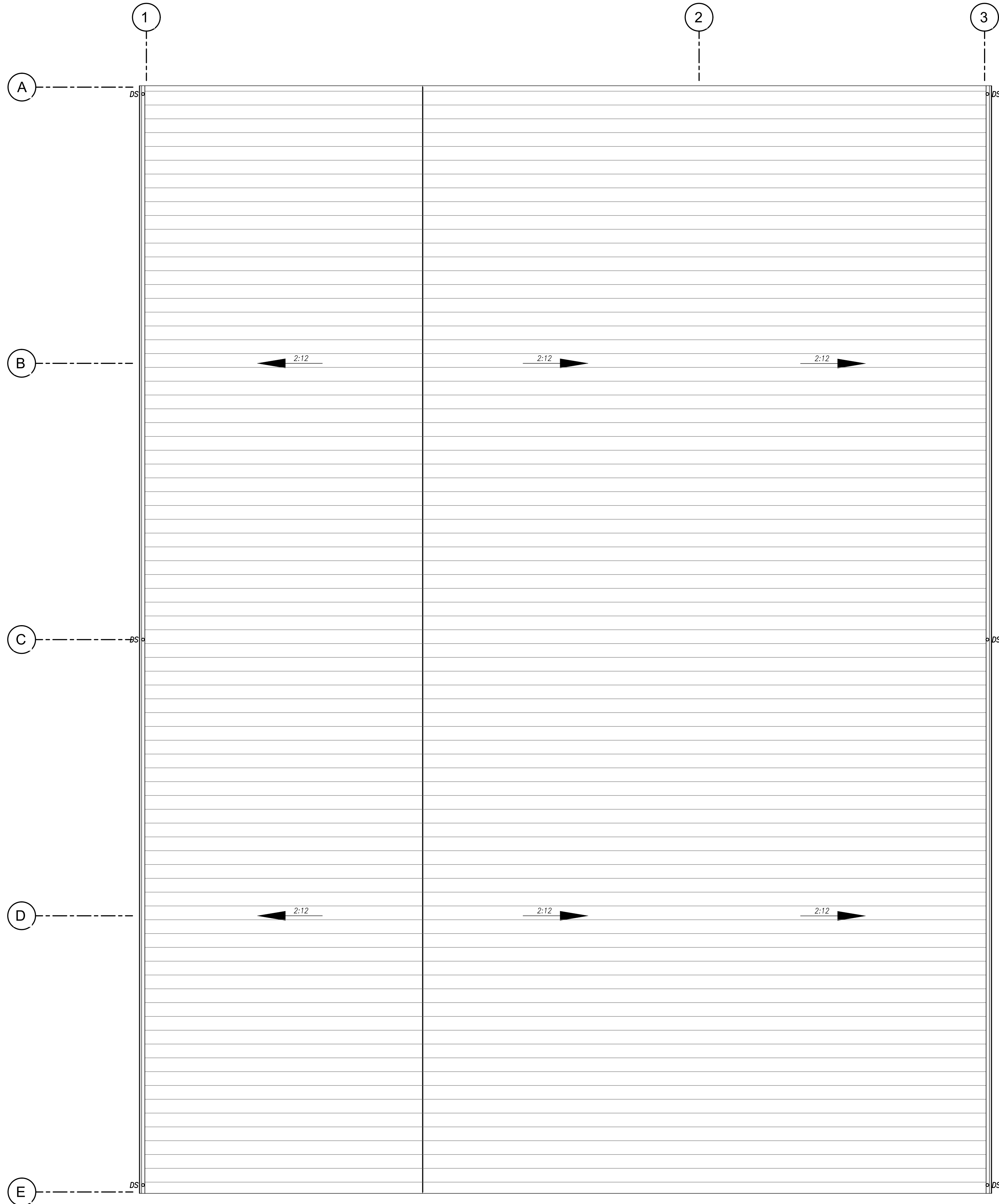
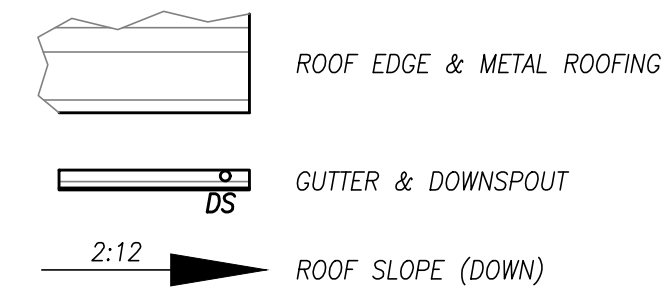
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ROOF PLAN

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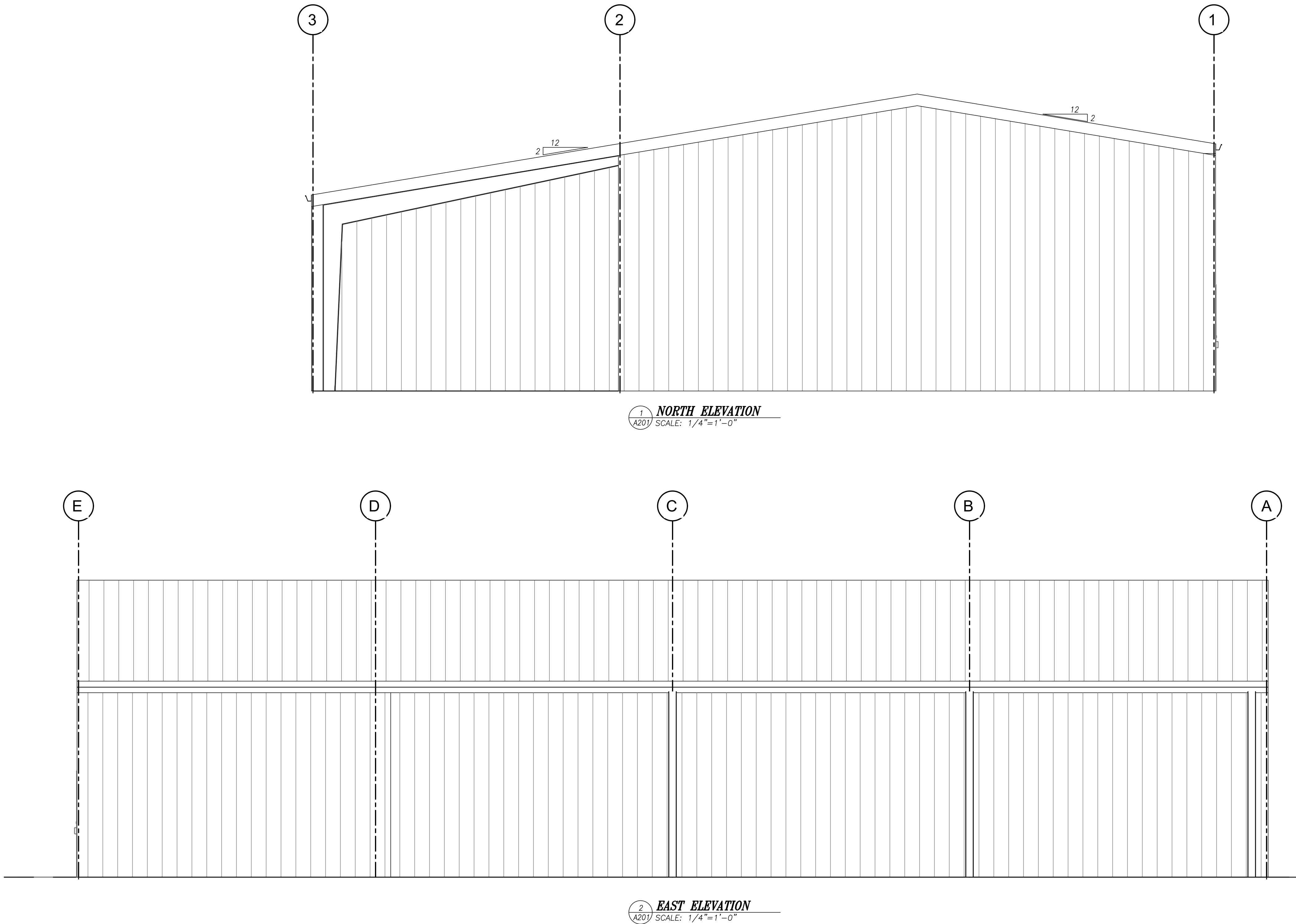
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LEGEND



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2011
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REnews: JUNE 30, 2023

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CITY OF COBURG - OPERATIONS
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91611 N. COBURG RD.
COBURG, OR

revisions:
date: DEC 29, 2022
drawn by: JJA
designer: BM
project no: 20-004J

ELEVATIONS

sheet: A201



project title:

CITY OF COBURG - OPERATIONS OPS FLEET MAINTENANCE BUILDING #1

91611 N. COBURG RD.
COBURG, OR

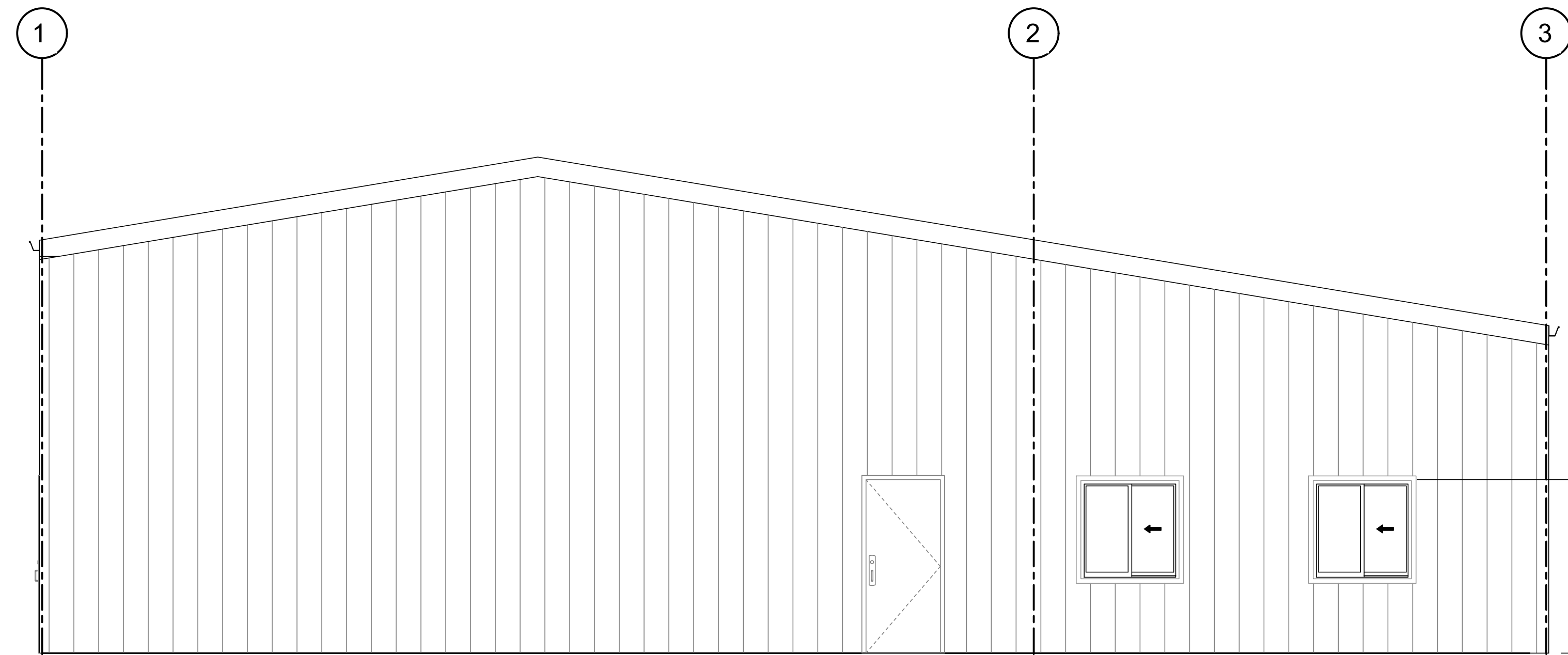
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date: **DEC 29, 2022**
drawn by: **JLB**
designer: **BA**
project no: **20-004J**

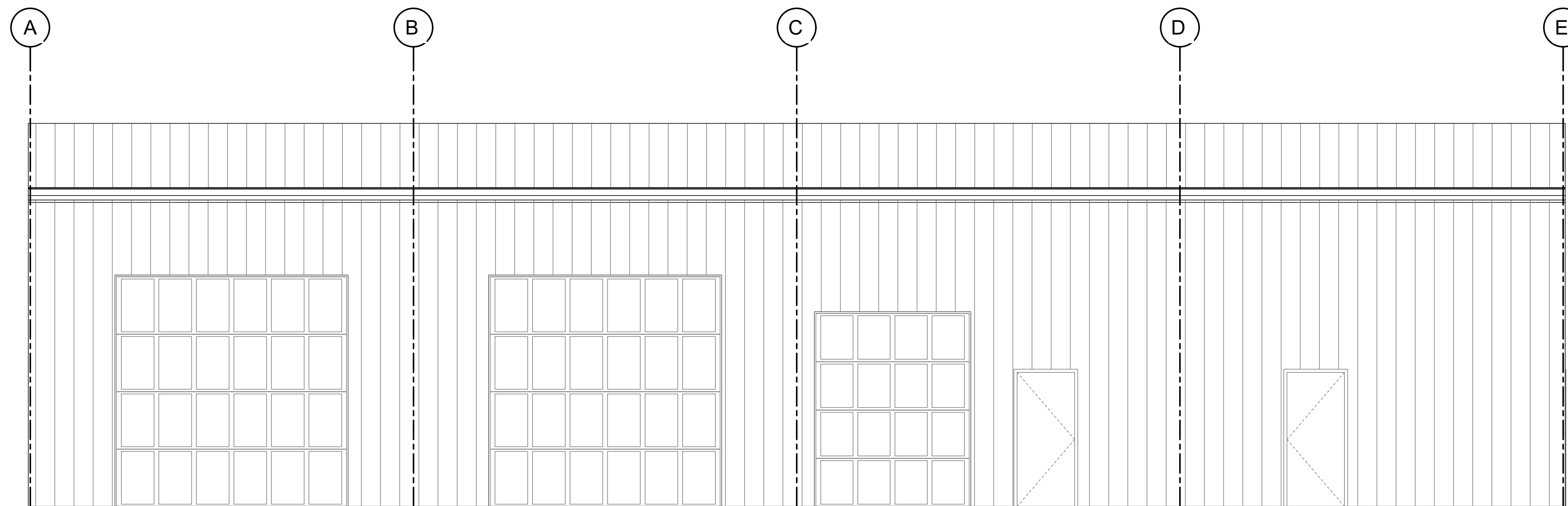
ELEVATIONS

sheet:

A202



1
A202 **SOUTH ELEVATION**
SCALE: 1/4"=1'-0"



2
A202

WEST ELEVATION

SCALE: 1/4"=1'-0"

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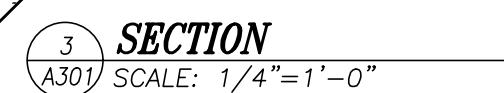
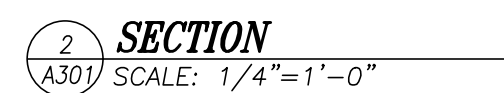
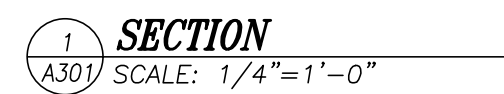


**CITY OF COBURG - OPERATIONS
OPS FLEET MAINTENANCE BUILDING #1**

date: **DEC 29, 2022**
drawn by: JJA
designer: JJA
project no: 20-004J

A301

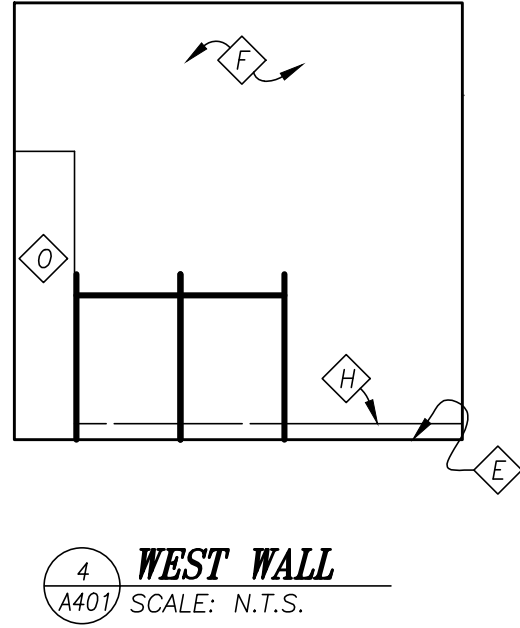
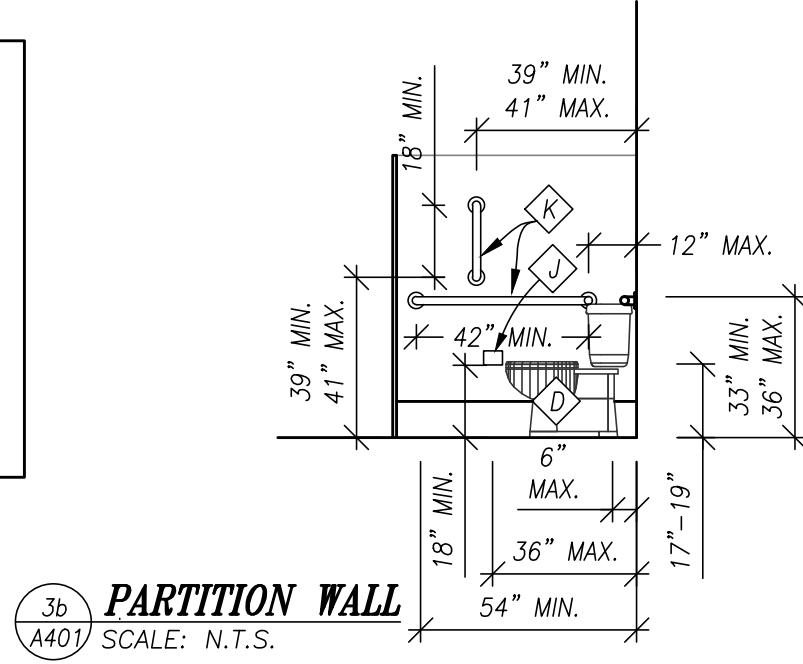
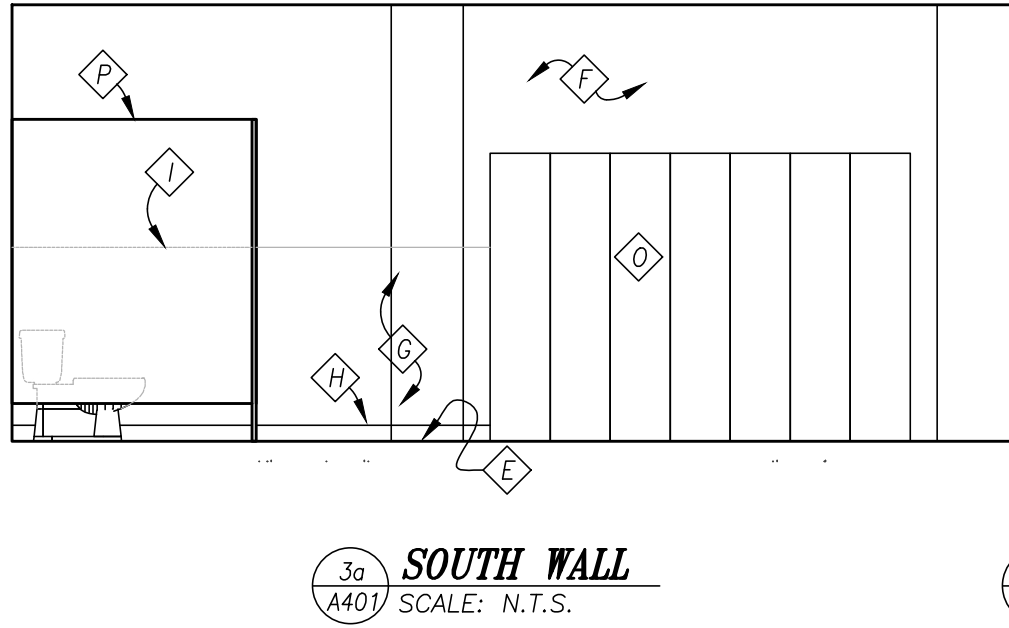
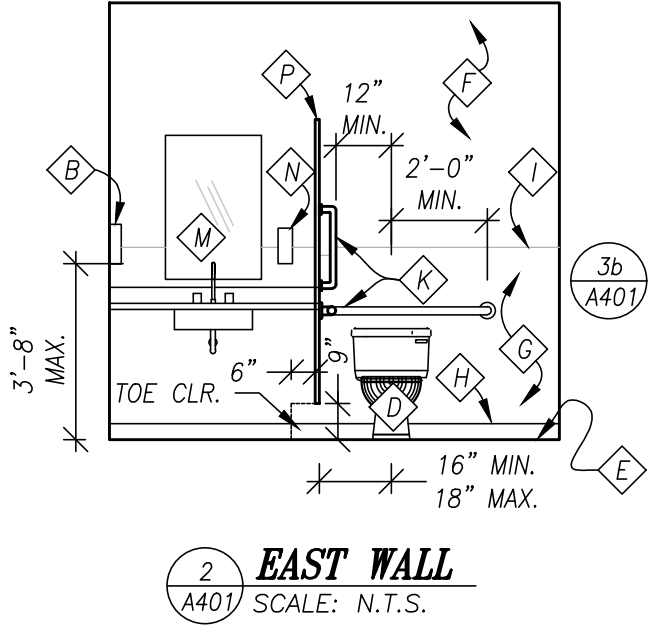
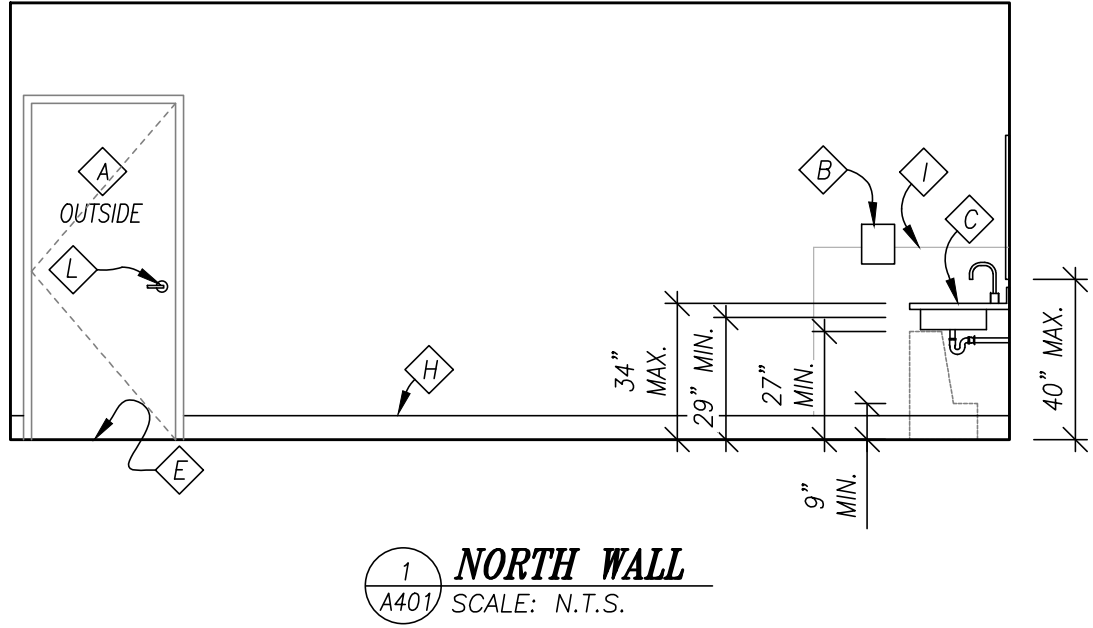
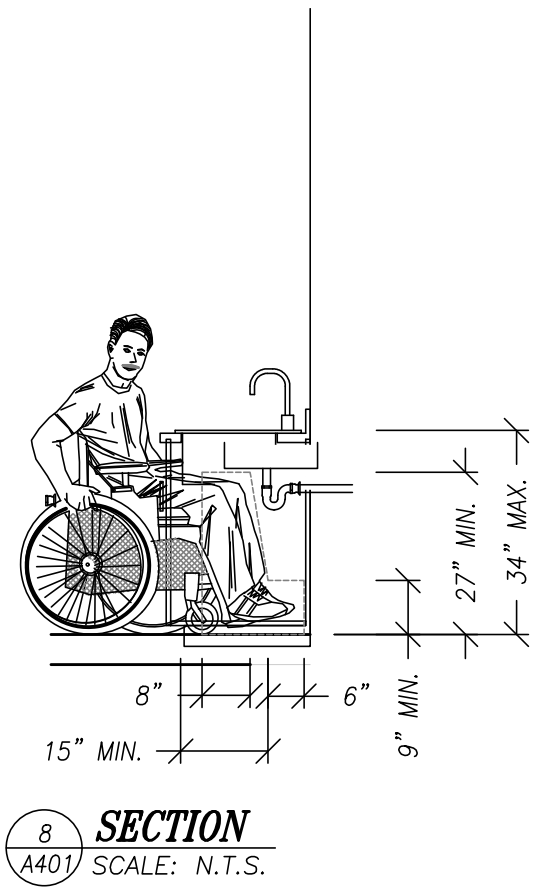
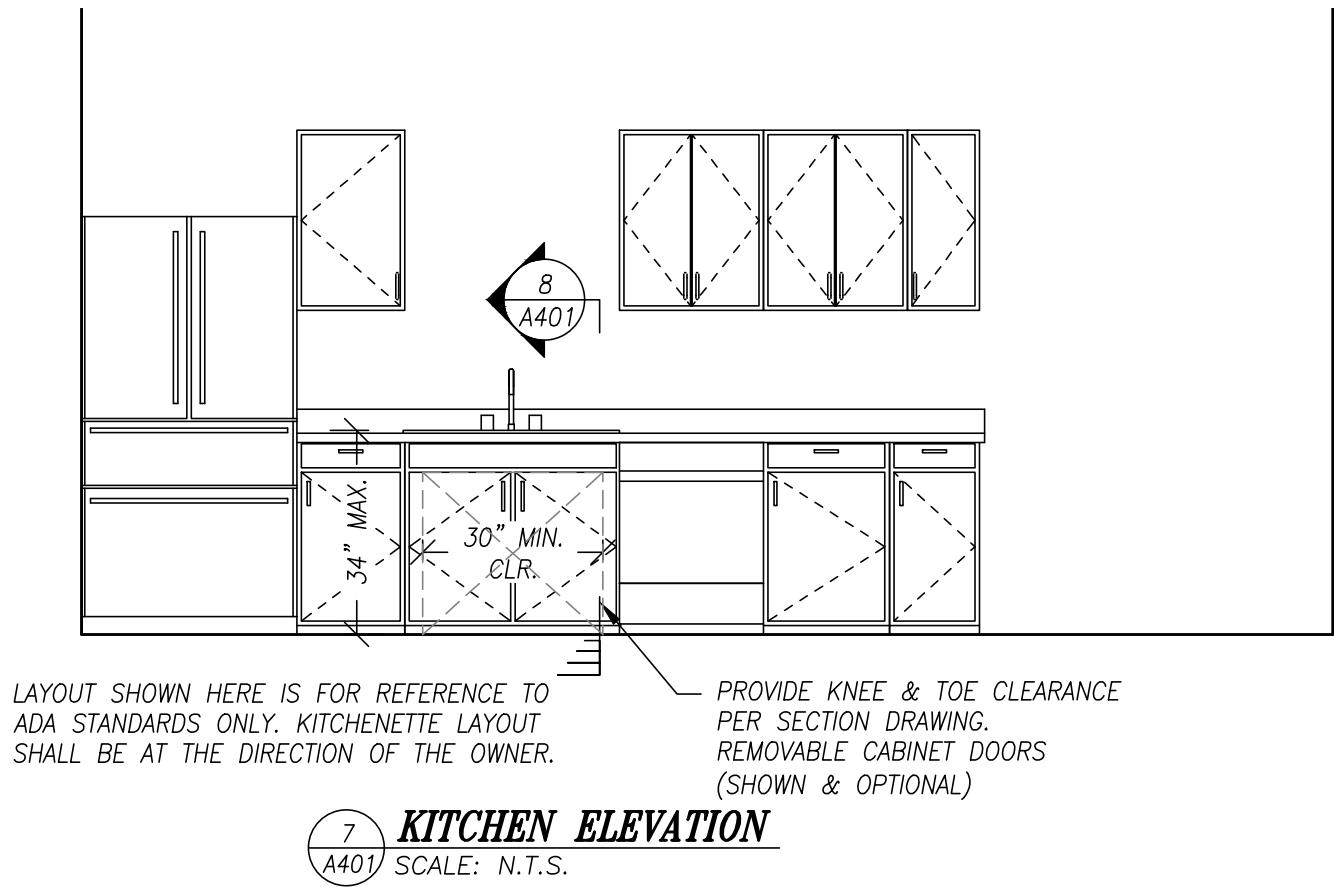
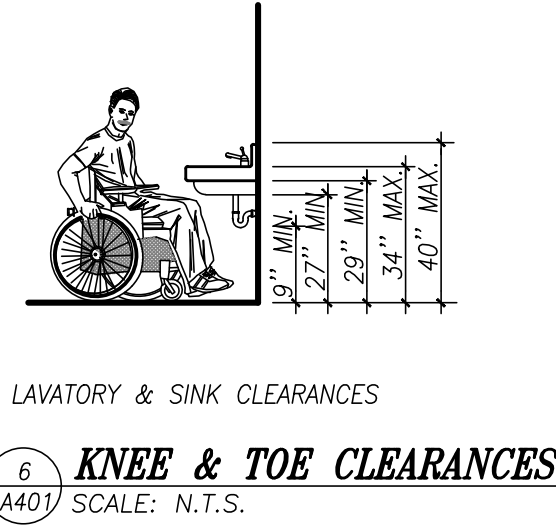
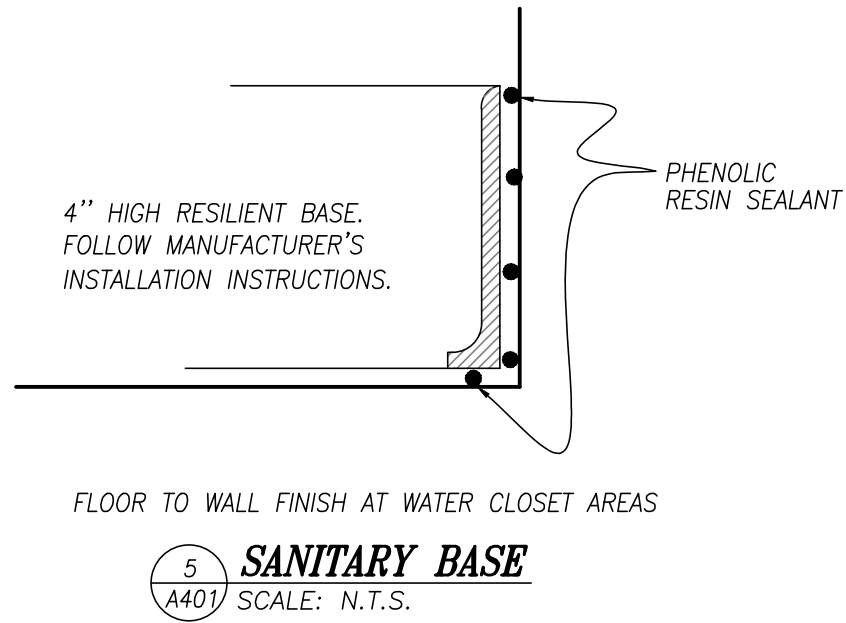
1. METAL BUILDING FRAMING SHOWN HERE IS SCHEMATIC & FOR ILLUSTRATION PURPOSES ONLY. ALL FRAMING SHALL BE DESIGNED BY METAL BUILDING MANUFACTURER.



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NOTES*

- | | |
|---|---|
| A UNISEX SIGN | H 4" RESILIENT BASE, COMPLY WITH MANUFACTURER'S SANITARY BASE INSTALLATION INSTRUCTIONS. SEE 5/A401. |
| B PAPER TOWEL DISPENSER | I METAL EDGING FOR WAINSCOT |
| C WALL-HUNG PORCELAIN LAVATORY SINK R-3 INSULATION ON EXPOSED PIPING | J TOILET PAPER DISPENSER "BRADLEY" MODEL 5084 OR APPROVED ALTERNATE |
| D AMERICAN-STANDARD "KADET" ADA COMPLIANT WATER CLOSET. FLUSH CONTROLS SHALL BE ON THE OPEN SIDE OF THE OF THE WATER CLOSET. | K GRAB BAR "BRADLEY" 059 OR APPROVED ALTERNATE |
| E SMOOTH, HARD, NON-ABSORBENT FLOOR FINISH | L ACCESSIBLE DOOR HANDLE |
| F GYPSUM WALLBOARD LEVEL 5 FINISH SMOOTH TEXTURE WITH (2)-COAT PAINT SYSTEM | M 24"x36" MIRROR |
| G SMOOTH, HARD, NON-ABSORBENT WAINSCOT SURFACE. 48" HIGH & WITHIN 24" OF LAVATORY OR WATER CLOSET. | N SOAP DISPENSER |
| | O LOCKERS PER OWNER'S DIRECTION. |
| | P METAL PARTITION WALL |
| | Q KNEE & TOE CLEARANCE PER 6/A401. |

* ALL RESTROOM ACCESSORIES TO BE AS PER OWNER'S SELECTION IF NOT OTHERWISE INDICATED. ELEVATIONS SHOWN BELOW ARE GENERIC AND DEPICT ADA REQUIREMENTS ONLY.

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Renews: JUNE 30, 2023

CITY OF COBURG - OPERATIONS
OPS FLEET MAINTENANCE BUILDING #1

91611 N. COBURG RD.
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ELEVATIONS

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ROOM FINISH SCHEDULE										
ROOM #	NAME	FLOOR	BASE	NORTH	EAST	SOUTH	WEST	CEILING	HEIGHT	NOTES
101	WAREHOUSE	CONC.	METAL	FACTORY FINISH	FACTORY FINISH	FACTORY FINISH	FACTORY FINISH	FACTORY FINISH	VARIES	
102	OFFICE	CONC.	RUBBER	PAINT	PAINT	PAINT	PAINT	PAINT	9'-1"	1
103	OFFICE	CONC.	RUBBER	PAINT	PAINT	PAINT	PAINT	PAINT	9'-1"	1
104	SCADA	CONC.	RUBBER	PAINT	PAINT	PAINT	PAINT	PAINT	9'-1"	1
105	RESTROOM	VINYL*	RUBBER	PAINT/VINYL*	PAINT/VINYL*	PAINT/VINYL*	PAINT/VINYL*	PAINT	9'-1"	1
106	CONFERENCE	CONC.	RUBBER	PAINT	PAINT	PAINT	PAINT	PAINT	9'-1"	1
107	MEZZANINE	WOOD	METAL	FACTORY FINISH	FACTORY FINISH	FACTORY FINISH	FACTORY FINISH	FACTORY FINISH	VARIES	

*FLOOR OR WALL FINISH SPECIFIED HERE MAY BE SUBSTITUTED WITH OTHER SIMILAR SMOOTH, HARD, NON-ABSORBENT SURFACES SUCH AS TILE. VERIFY ACTUAL FINISHES WITH OWNER.

NOTES:

1. RUBBER BASE ONLY AT GYPSUM BOARD WALLS

LEGEND:

CONC: EXPOSED CONCRETE FLOORS, SMOOTH FINISH W/ PAINT

PAINT: PAINT ON FINISHED & TEXTURED GYPSUM BOARD

WOOD: PLYWOOD

VINYL: SHEET VINYL WAINSCOT

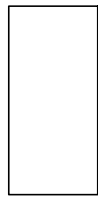
KEY

HM HOLLOW METAL
CONC SEALED CONCRETE WITH (1) COAT "SONNEBORN KURE-N-HARDEN" OR EQUAL

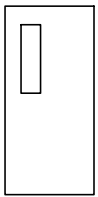
ACT ACOUSTIC CEILING TILE
SV FIBERGLASS REINFORCED WALL PANEL
RB 4" THERMOSET-RUBBER COVE BASE OR STRAIGHT BASE
GYP PAINTED GYP BOARD; LIGHT SPRAY TEXTURE
PNT PAINT, (1) COAT OF PRIMER, (2) COATS OF EGGSHELL LATEX PAINT
CPT CARPET

HARDWARE GROUPS							
	DESCRIPTION	PART #	QTY.	FINISH	SERIES	VENDOR OR ALTERNATE	
GROUP 1:	HINGES	T4A2714 4½x4½ NRP	3	US26D		McKINNEY	
EXTERIOR	MORTISE LOCKSET STOREROOM FUNCTION w/ WANDLGARD	LV9453 OR LV9480 (VERIFY)	1	626	03	SCHLAGE	
	CYLINDER	P – MATCH EXISTING	1	626		SCHLAGE	
	CYLINDER CORE	–	1	626		SCHLAGE	
	CLOSER w/ HOLD OPEN DEVICE	4110/4111 HANDED SERIES	1	689		LCN	
	SEALS	–	1 SET	–		PEMKO	
	RAINDRIP	346 A 40"	1	–		PEMKO	
	THRESHOLD	171	1	AL		PEMKO	
GROUP 2:	HINGES	TA2714 4 ½ x 4 ½ NRP	3	–		McKINNEY	
RESTROOM	PRIVACY FUNCTION LOCKSET w/ "OCCUPIED" INDICATOR	L9496	1	626	03	SCHLAGE	
	CLOSER W/STOP	4211 CUSH SRI X TORX	1	–		LCN	
	KICK PLATE	8400 12" X 2" LDW X TORX	1	630		IVES	
	DOOR SWEEP	200SSS	1	630		NGP	
GROUP 3:	HINGES	T4A2714 4½x4½ NRP	3	US26D		McKINNEY	
PRIVACY	MORTISE LOCKSET – OFFICE	L9050	1	626	03	SCHLAGE	
	CYLINDER	P – MATCH EXISTING	1	626		SCHLAGE	
	CYLINDER CORE	–	1	626		SCHLAGE	
	CLOSER w/ HOLD OPEN DEVICE	4110/4111 HANDED SERIES	1	689		LCN	
GROUP 4:	HINGES	TA2714 4 ½ x 4 ½ NRP	3	–		McKINNEY	
PASSAGE	MORTISE LOCKSET – PASSAGE	L9010	1	626	03	SCHLAGE	
	CLOSER W/STOP	4211 CUSH SRI X TORX	1	–		LCN	
	KICK PLATE	8400 12" X 2" LDW X TORX	1	630		IVES	
	DOOR SWEEP	200SSS	1	630		NGP	

DOOR SCHEDULE								
DOOR	SIZE	EXPOSURE	FUNCTION	FRAME	DOOR	TYPE	HARDWARE GROUP	REMARKS
1	12x12 ^Ø	EXTERIOR	OH	METAL	METAL	–	–	MAX. U-FACTOR = 0.31 VISION PANEL AT 7" HEAD HEIGHT
2	8 ^Ø x10 ^Ø	EXTERIOR	OH	METAL	METAL	–	–	MAX. U-FACTOR = 0.31 VISION PANEL AT 7" HEAD HEIGHT
3	3 ^Ø x7 ^Ø	EXTERIOR	ENTRY	METAL	METAL	B	1	MAX. U-FACTOR = 0.37
4	3 ^Ø x7 ^Ø	INTERIOR	OFFICE	METAL	METAL	B	3	
5	3 ^Ø x7 ^Ø	INTERIOR	RESTROOM	METAL	METAL	A	2	
6	3 ^Ø x7 ^Ø	INTERIOR	PASSAGE	METAL	METAL	B	4	



TYPE A



TYPE B

WINDOW SCHEDULE											
WINDOW NUMBER	WIDTH	HEIGHT	BRAND	GLAZING	U FACTOR	SHGC	MIN. V1/SHGC	FINISH	OPERABLE		
1	4'-0"	4'-0"	MILGARD OR CERTAINTeed	DOUBLE GLAZED, THERMA-FLECT (LO E)	0.31 MAX.	0.32 MAX.	1.10	VINYL	XO		
2	2'-0"	4'-0"	MILGARD OR CERTAINTeed	DOUBLE GLAZED, THERMA-FLECT (LO E)	0.31 MAX.	0.32 MAX.	1.10	VINYL	SH		

Item 5.

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2003 - 2021
OREGON
CABOO HERMADETT
PRELIMINARY
NOT FOR CONSTRUCTION
Renews: JUNE 30, 2023

project title:

CITY OF COBURG - OPERATIONS
OPS FLEET MAINTENANCE BUILDING #1

91611 N. COBURG RD.
COBURG, OR

revisions:

date: DEC 29, 2022
drawn by: JJA
designer: JJA
project no: 20-004J

WINDOW,
DOOR &
HARDWARE
SCHEDULE

sheet:

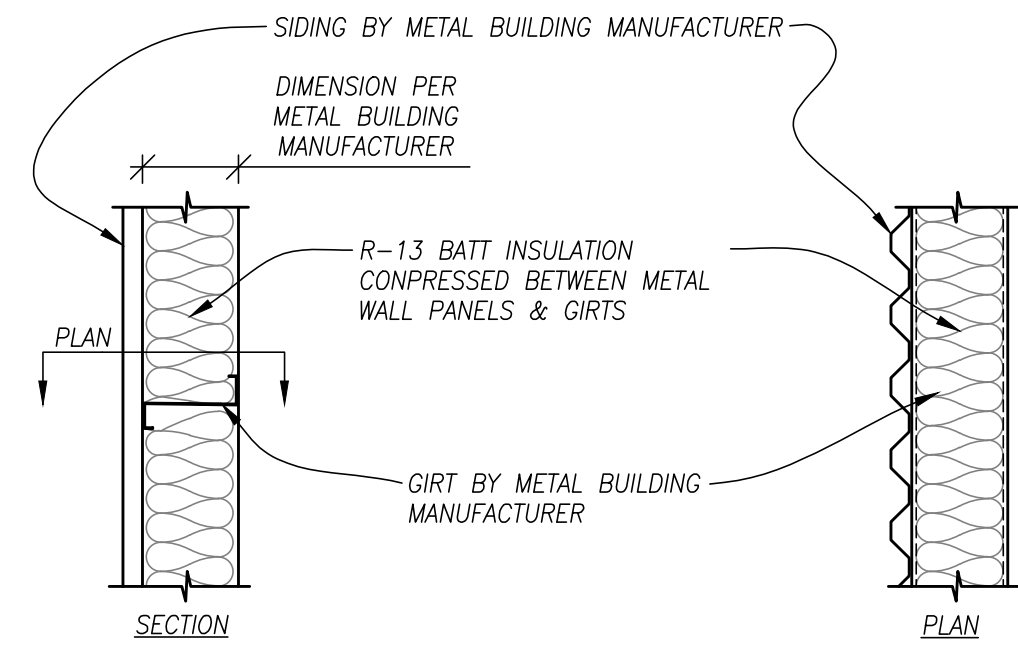
A601

90% REVIEW SET

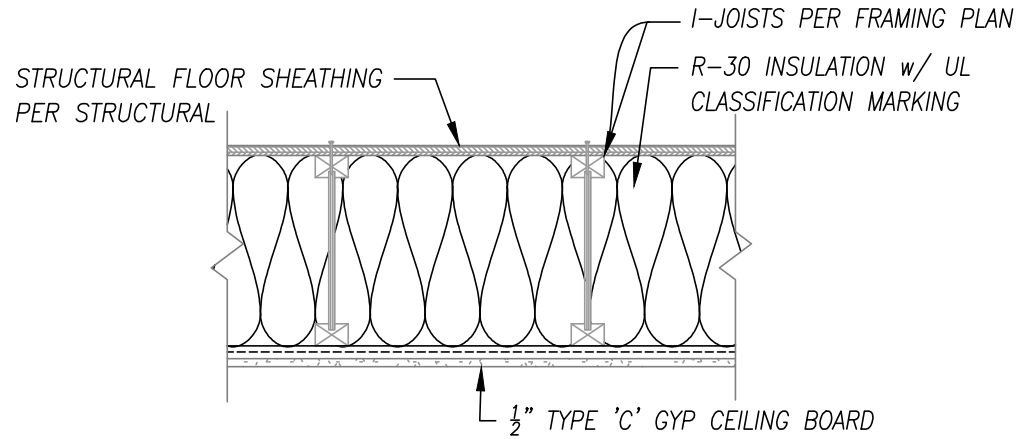
58

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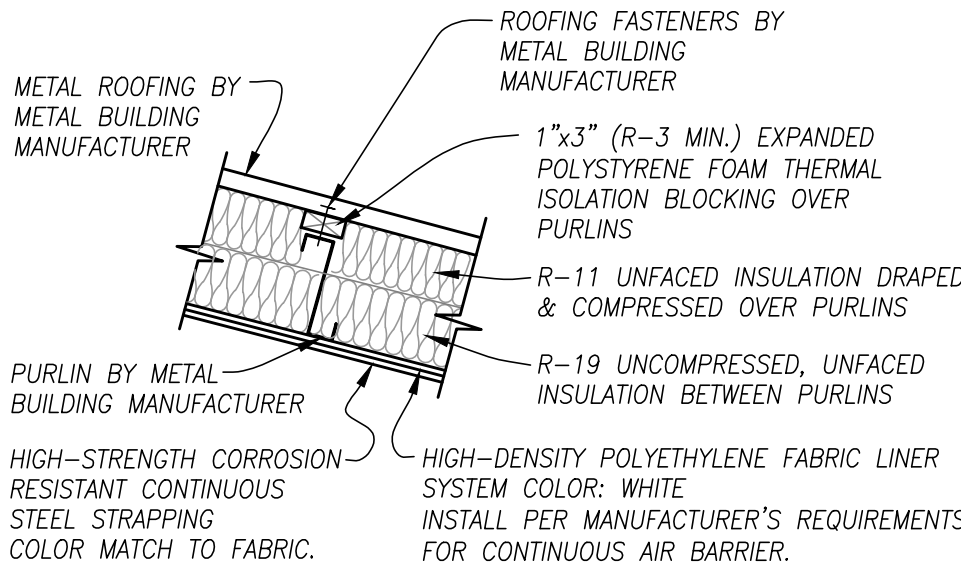
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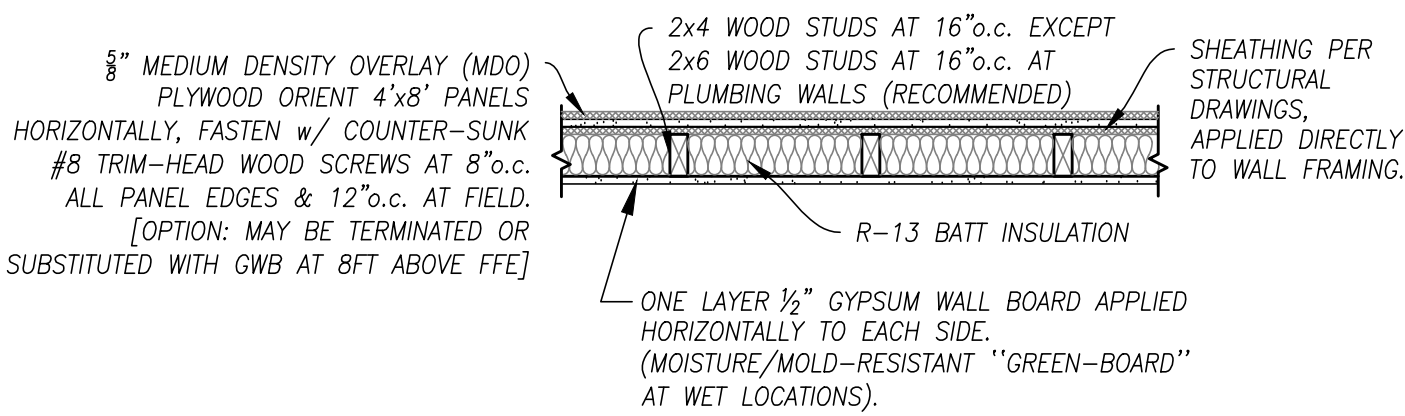
1 EXTERIOR WALL ASSEMBLY
A501 SCALE: N.T.S.



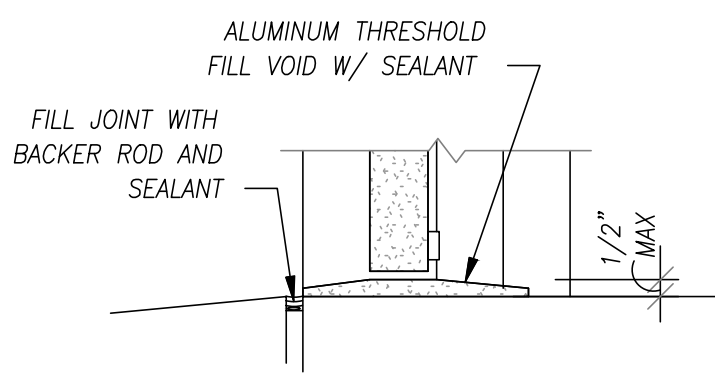
6 CEILING ASSEMBLY
A501 SCALE: N.T.S.



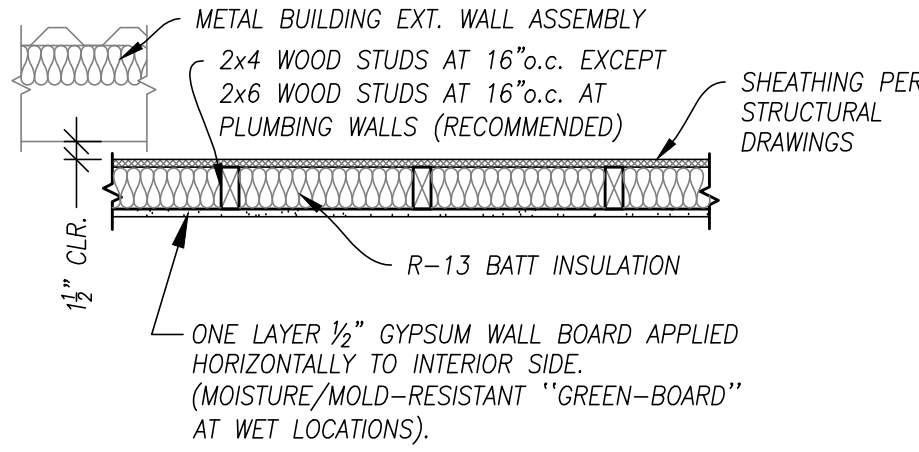
2 ROOF/CEILING ASSEMBLY
A501 SCALE: N.T.S.



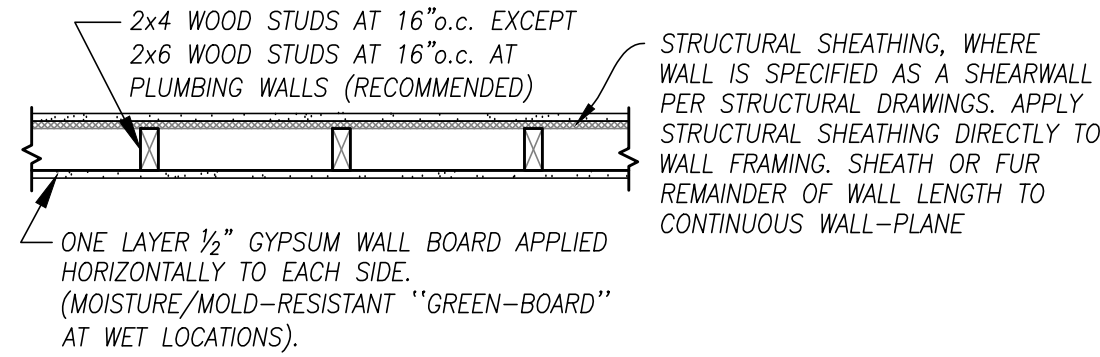
7 MEZZANINE ENVELOPE WALL w/ PROTECTION BOARD
A501 SCALE: N.T.S.



3 EXTERIOR DOOR SILL
A501 SCALE: N.T.S.



4 MEZZANINE ENVELOPE WALL ASSEMBLY
A501 SCALE: N.T.S.



5 TYP. INTERIOR WALL ASSEMBLY
A501 SCALE: N.T.S.

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Renews: JUNE 30, 2023

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COBURG, OR

revisions:

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designer: JJA

project no: 20-004J

ARCHITECTURAL
DETAILS

1. ALL DIMENSIONAL LUMBER FRAMING IS #2 DF, U.N.O.
2. ALL WOOD FRAMING IN CONTACT WITH CONCRETE TO BE #2 HF P.T., U.N.O.
3. ALL LSL FRAMING TO BE 1.55E TIMBERSTRAND, U.N.O.
4. ALL LVL 2.0E MICROLLAM LVL

STEEL PLATES - A36

STEEL HSS - A500 GRADE B

STEEL CHANNEL & ANGLE SHAPES - A36

STEEL BOLTS - A325N U.N.O.

STEEL WELD ELECTRODES -70xx

USE HOT DIP GALV. FASTENERS WHERE INSTALLED LOCATION IS EXPOSED TO MOISTURE, PRESSURE TREATED WOOD, OR OTHER CORROSIVE ENVIRONMENTS.

GALVANIZING TO BE IN ACCORDANCE WITH ASTM A123 OR A153 AS APPLICABLE.

THREADED ROD SHALL BE F1554 GRADE 36 OR BETTER. INSTALL ANCHORS PER MFG. SPECIFICATIONS

- CEMENT: ASTM C150 TYPE I OR II.
- WATER: IN CONFORMANCE WITH ASTM C94.
- WATER-REDUCING ADMIXTURE: ASTM C494 TYPE A, OR TYPE F MID-RANGE TYPE.
- STRUCTURAL CONCRETE SHALL BE $f'_c = 4500$ PSI AT 28 DAYS. SLUMP SHALL BE 4" +/- 1". SLUMPS MAY BE INCREASED TO 8" MAXIMUM w/ APPROVED ADMIXTURE.
- MAXIMUM W/C RATIO SHALL BE 0.45
- AIR CONTENT: 6% ±1.5% (CONCRETE EXPOSED TO FREEZING-AND-THAWING CYCLES)
- CONCRETE MATERIALS AND QUALITY SHALL BE IN ACCORDANCE WITH THE CURRENT ADOPTED VERSION OF ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE".
- TRANSPORTATION OF READY-MIX CONCRETE SHALL BE IN ACCORDANCE WITH ASTM "SPECIFICATION FOR READY-MIX CONCRETE" AND CONCRETE PLACEMENT, CONSOLIDATION, AND CURING SHALL BE IN ACCORDANCE WITH SECTION 5 OF ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE".
- HOT-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 305R "GUIDE TO HOT-WEATHER CONCRETING" AND 305.1 "STANDARD SPECIFICATION FOR HOT-WEATHER CONCRETING". COLD-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 306R "GUIDE TO COLD-WEATHER CONCRETING" AND 306.1 "STANDARD SPECIFICATION FOR COLD-WEATHER CONCRETING".
- USE ASTM A615 GRADE 60 REINFORCING BARS
- THREADED RO ANCHORS SHALL BE F1554 GRADE 36 OR BETTER. INSTALL ANCHORS PER MFG. SPECIFICATIONS

**CITY OF COBURG - OPERATIONS
OPS FLEET MAINTENANCE BUILDING #1**

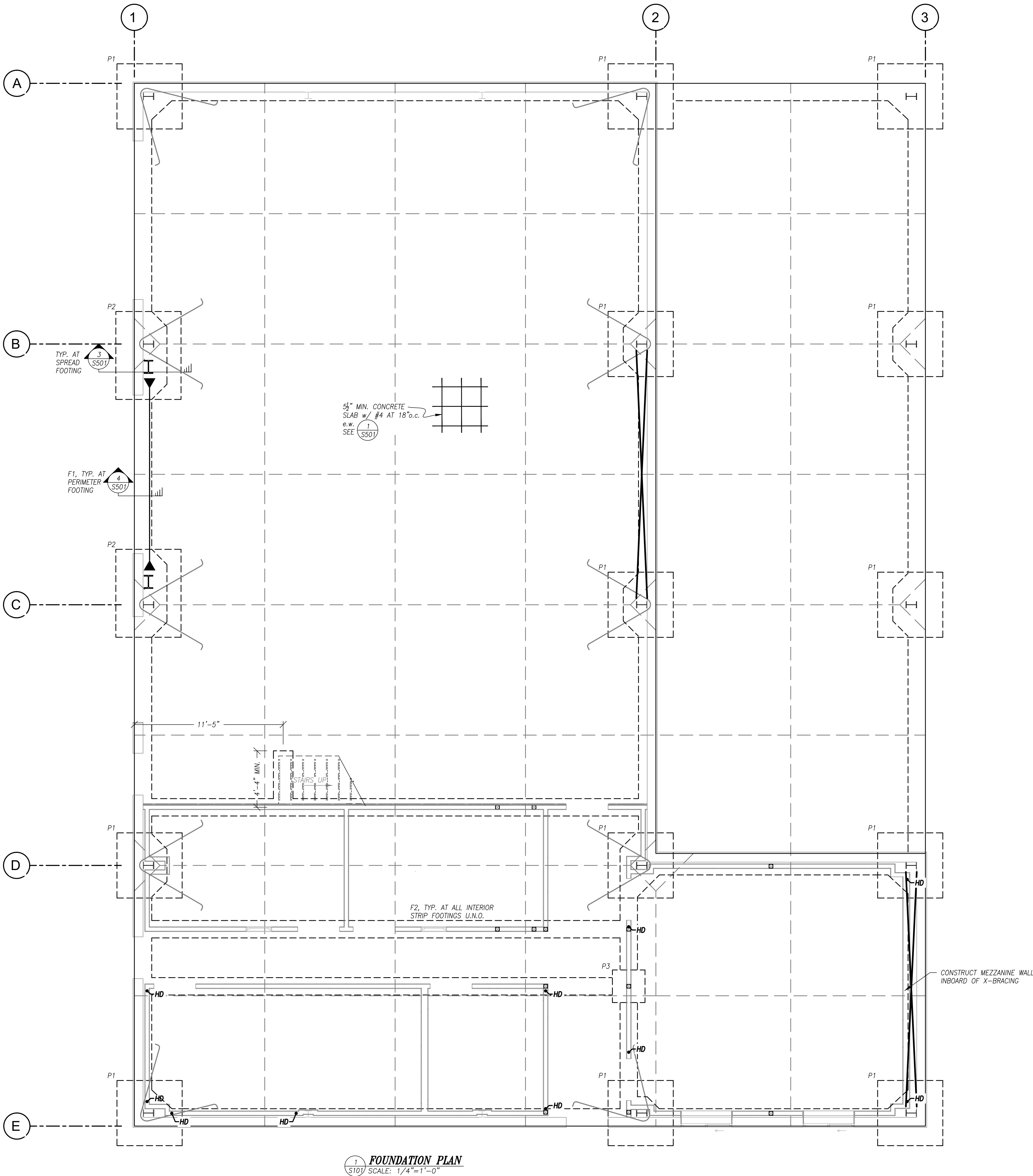
date: **DEC 29, 2022**
drawn by: JJ
designer: JJ
project no: 20-004

sheet

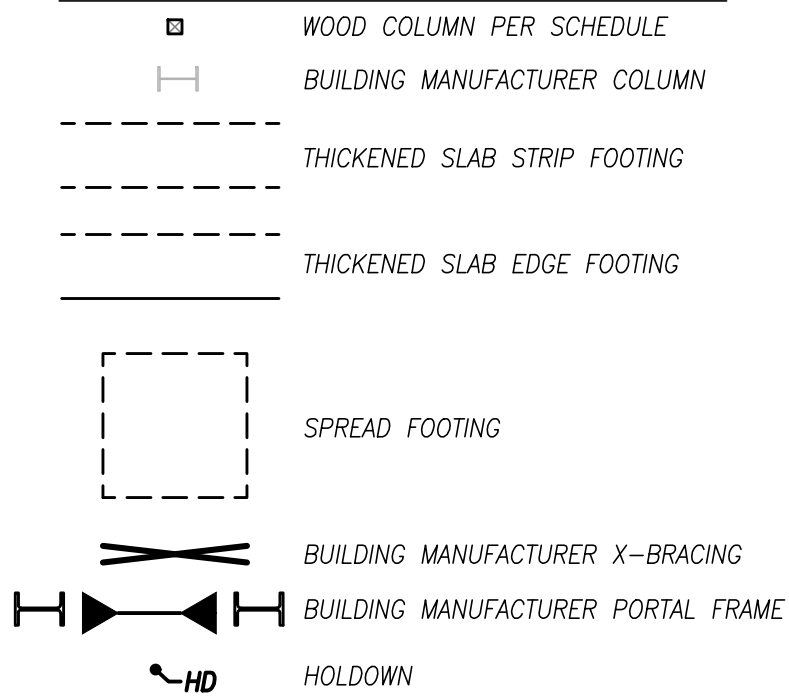
S001

Z:\2020\20-004 OPS BUILDING\DWGS\STRUCT\20-004J STRUCT PLANS (A-BLDG).dwg 12/29/2022 10:37 AM JDSHA

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LEGEND



GENERAL NOTES:

- FOUNDATION DESIGN SHOWN HEREON IS BASED ON PRELIMINARY REACTIONS ESTIMATED BY BRANCH ENGINEERING, INC.. FINAL FOUNDATION DESIGN SHALL BE BASED UPON BUILDING FRAME REACTIONS TO BE FURNISHED BY THE SELECTED METAL BUILDING MANUFACTURER AND MAY VARY FROM THAT SHOWN HEREON. THE FOUNDATION DESIGN SHOWN HEREON SHALL NOT BE CONSTRUCTED UNTIL WRITTEN APPROVAL OR OTHER INSTRUCTION IS GIVEN BY BRANCH ENGINEERING, INC..
- REQUIRED ANCHOR BOLT PROJECTION SHALL BE PER METAL BUILDING MANUFACTURER.
- ANCHOR BOLT PATTERNS, LOCATIONS, SPACING, & ORIENTATION SHALL BE PER THE METAL BUILDING MANUFACTURER DRAWINGS.
- LATERAL BRACING SHALL BE PER THE METAL BUILDING MANUFACTURER. LATERAL BRACING LAYOUT SHALL BE CONSISTENT WITH THAT SHOWN HEREON. CONTACT THE FOUNDATION DESIGN ENGINEER IF LATERAL BRACING LAYOUT DIFFERS FROM THAT SHOWN.
- DO NOT SCALE THE STRUCTURAL DRAWINGS. USE DIMENSIONS GIVEN IN DRAWING BY METAL BUILDING MANUFACTURER. DIMENSIONS SHOWN HEREIN ARE FOR REFERENCE ONLY. CONTACT ENGINEER IF FURTHER INFORMATION IS NEEDED.
- COMPACTED CRUSHED ROCK BASE BENEATH ALL CONCRETE ELEMENTS SHALL BE 6" MINIMUM THICKNESS 3"-0" CRUSHED ROCK COMPACTED TO 95% RELATIVE DENSITY, MODIFIED PROCTOR METHOD. REFER TO GEOTECHNICAL ENGINEER'S REPORT FOR FOUNDATION PREPARATION REQUIREMENTS, WHERE APPLICABLE.

CONCRETE SPECIFICATIONS:

- CEMENT: ASTM C150 TYPE I OR II.
- WATER: IN CONFORMANCE WITH ASTM C94.
- WATER-REDUCING ADMIXTURE: ASTM C494 TYPE A, OR TYPE F MID-RANGE TYPE.
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- USE ASTM A615 GRADE 60 REINFORCING BARS
- THREADED ROD ANCHORS SHALL BE F1554 GRADE 36 OR BETTER. INSTALL ANCHORS PER MFG. SPECIFICATIONS

FOOTING SCHEDULE

MARK	SIZE	REINFORCING	NOTE
F1	1'-4"Wx1'-6"T	(2) #5 LONGITUDINAL PER DETAIL	
F2	1'-4"Wx8"T	(2) #5 LONGITUDINAL PER DETAIL	
P1	5'-0"x5'-0"x1'-6"	(5) #5 E.W., TOP & BOTT.	
P2	6'-9"x5'-0"x1'-6"	#5 BARS AT 16"o.c. E.W., TOP & BOTT.	
P3	2'-6"x2'-6"x8"	(3) #5 E.W., 3" CLR. OF BOTTOM	

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Renews: JUNE 30, 2023

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revisions:

date: DEC 29, 2022
drawn by: JJA
designer: JJA
project no: 20-004J

FOUNDATION
PLAN

sheet:

90% REVIEW SET

S101



Renews: JUNE 30, 2023

project title:

CITY OF COBURG - OPERATIONS OPS FLEET MAINTENANCE BUILDING #1

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revisions:

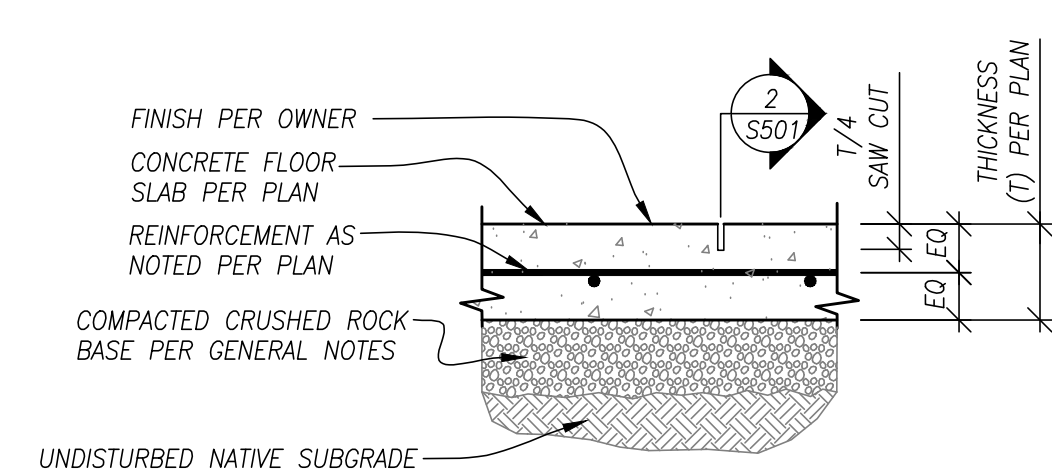
date: **DEC 29, 2022**
drawn by: **JJA**
designer: **JJA**
project no: **20-004J**

**STRUCTURAL
FOUNDATION
DETAILS**

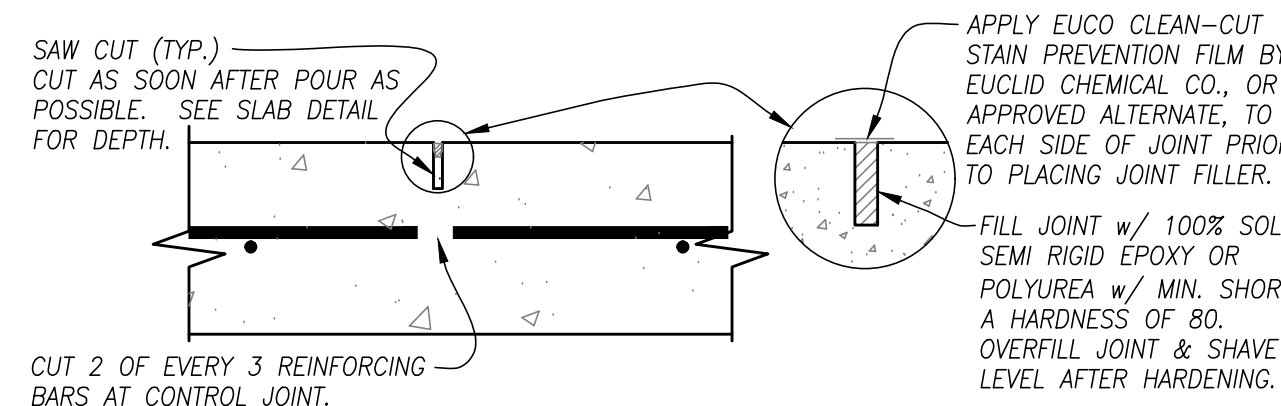
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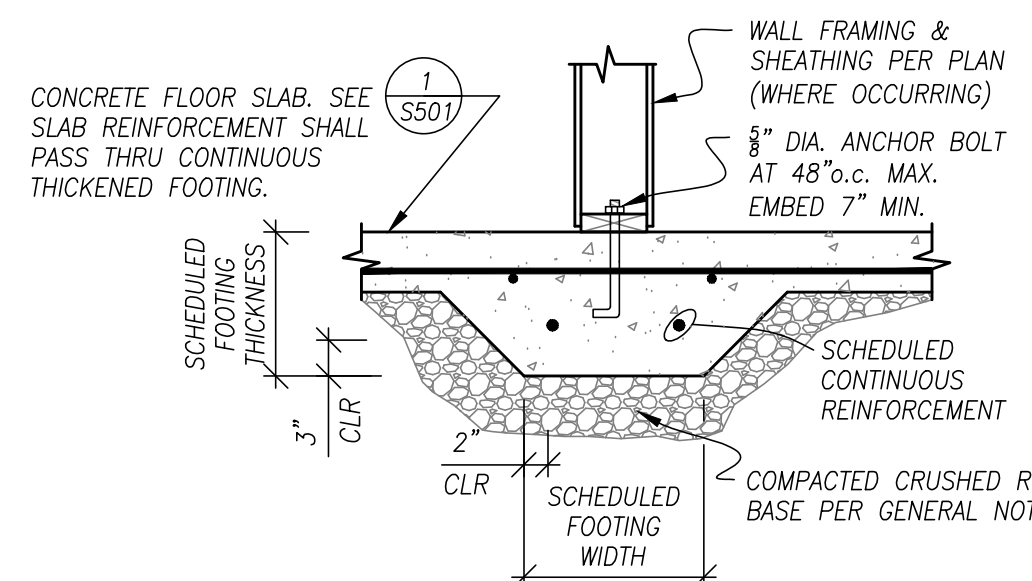
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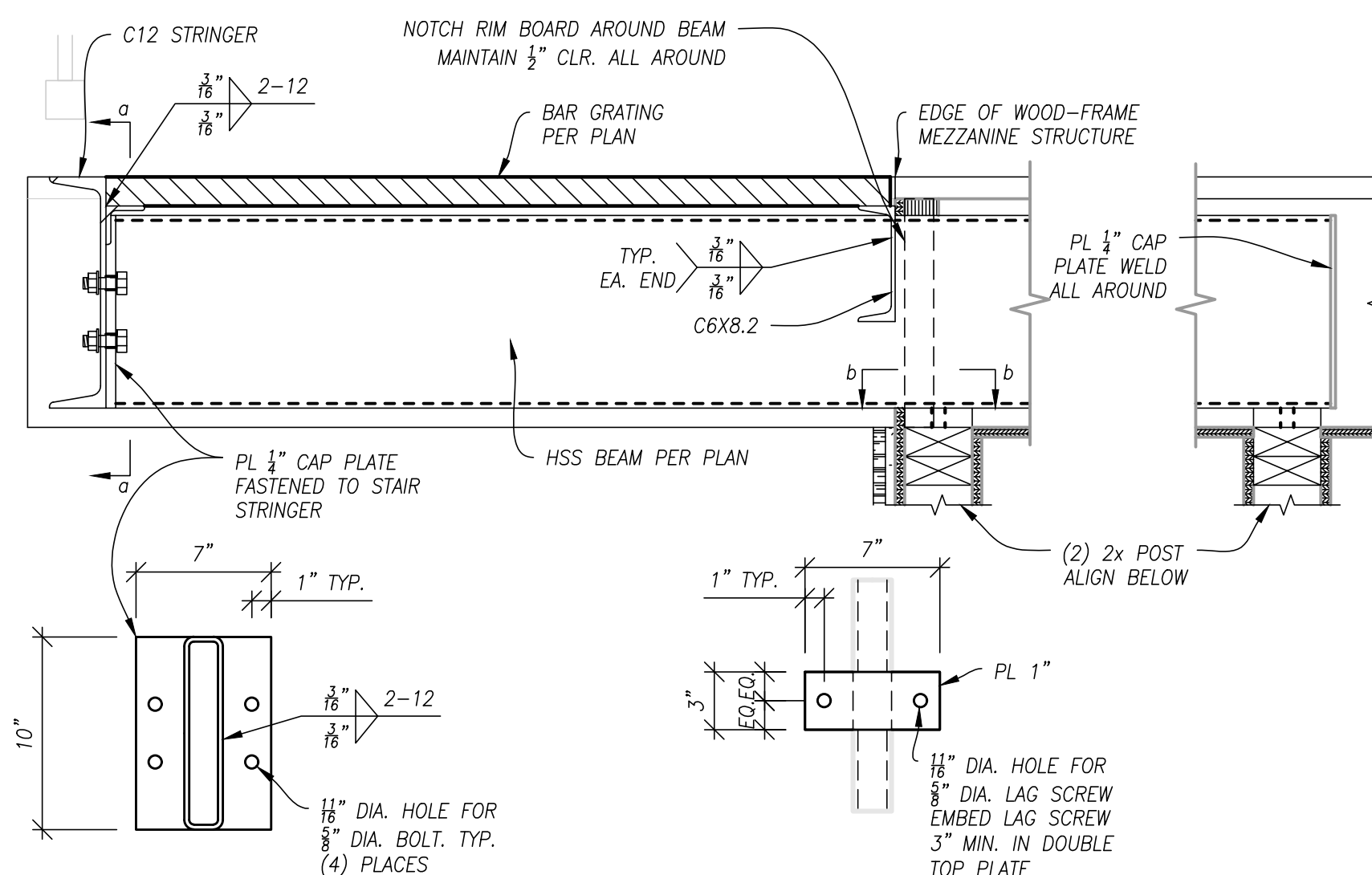
1 SLAB-ON-GRADE
SCALE: N.T.S.



2 CONTROL JOINT
SCALE: N.T.S.



3 SPREAD FOOTING
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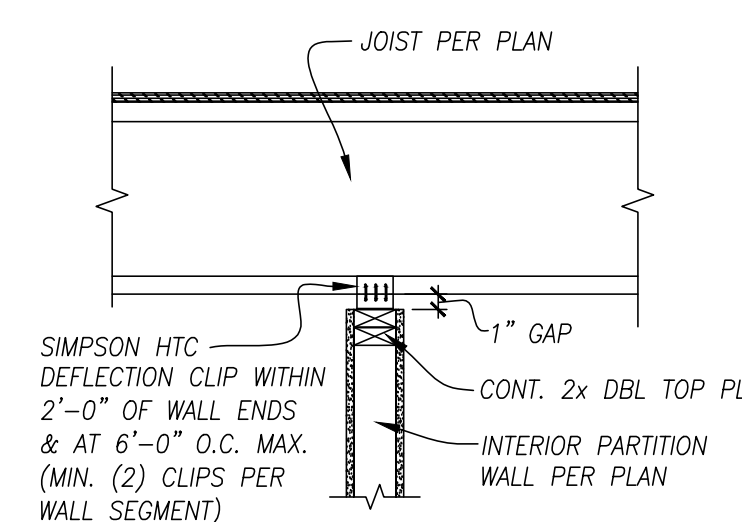


4 THICKENED FOOTING
SCALE: N.T.S.

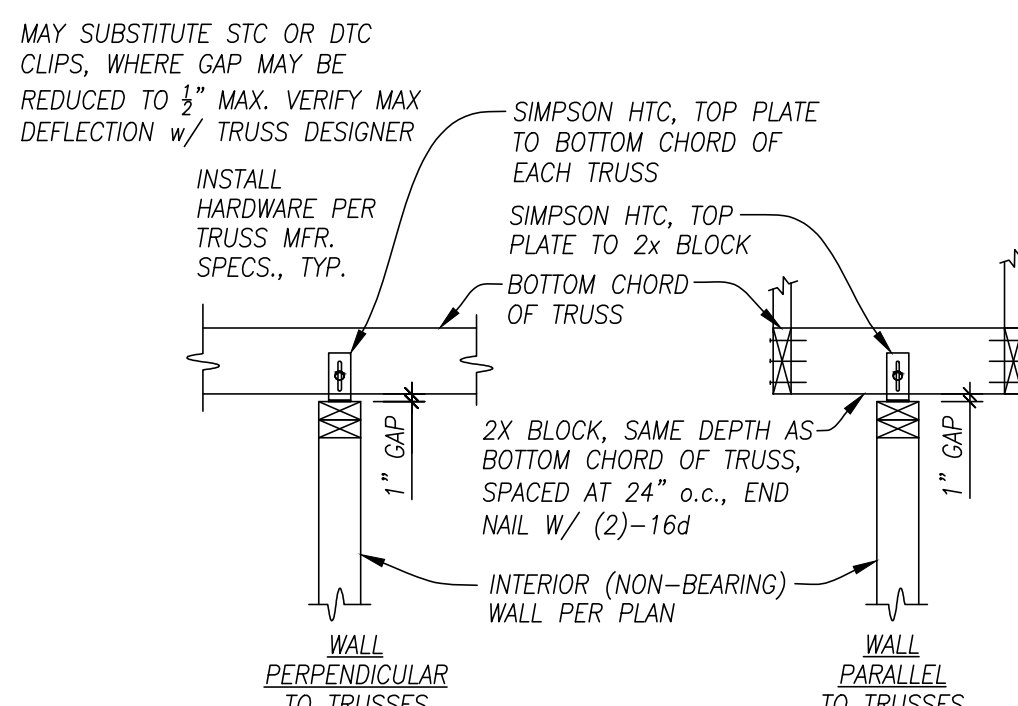
**SECTION a-a
STAIR STRINGER**

**SECTION b-b
BEARING PLATE**

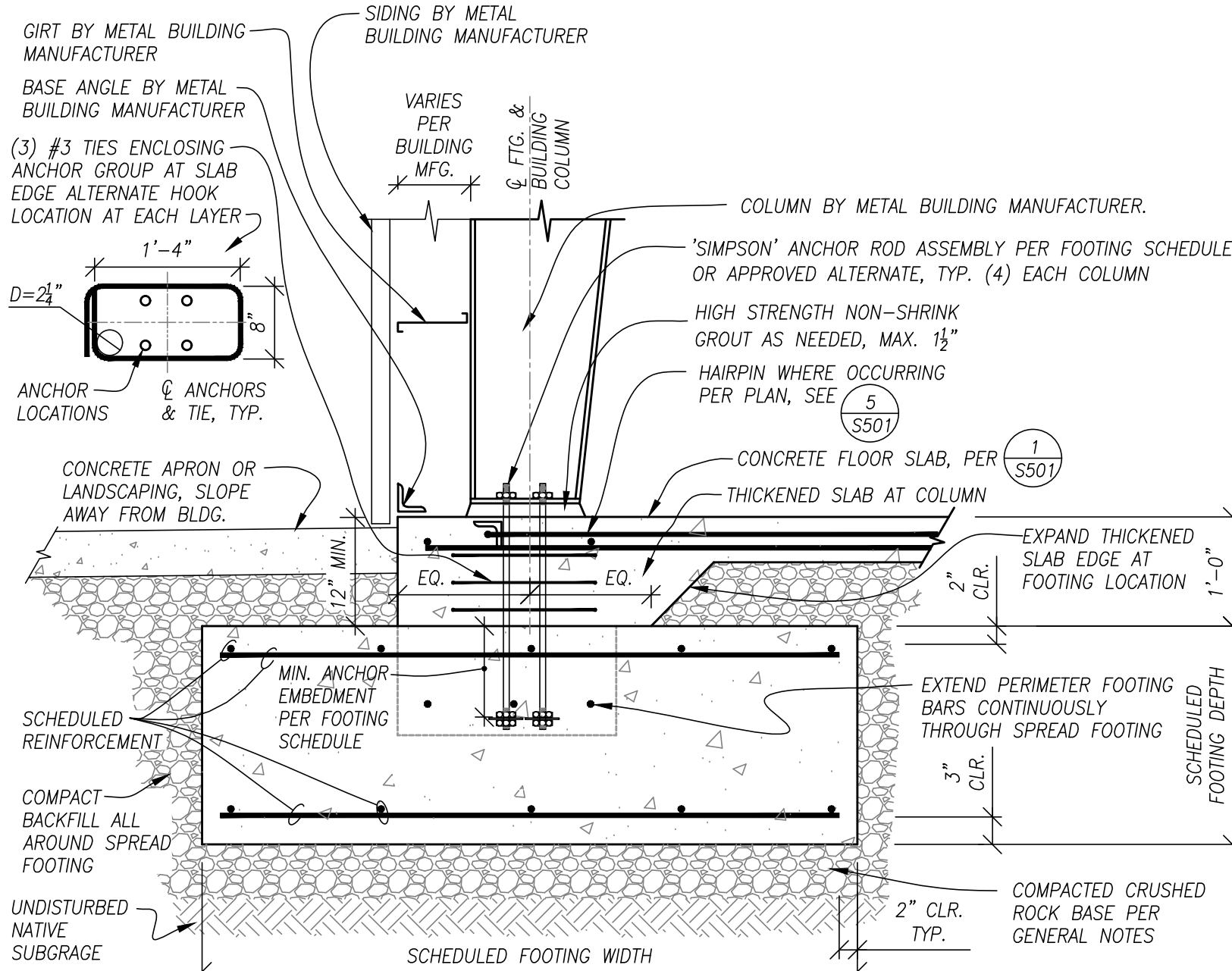
8 STAIRWAY SUPPORTS
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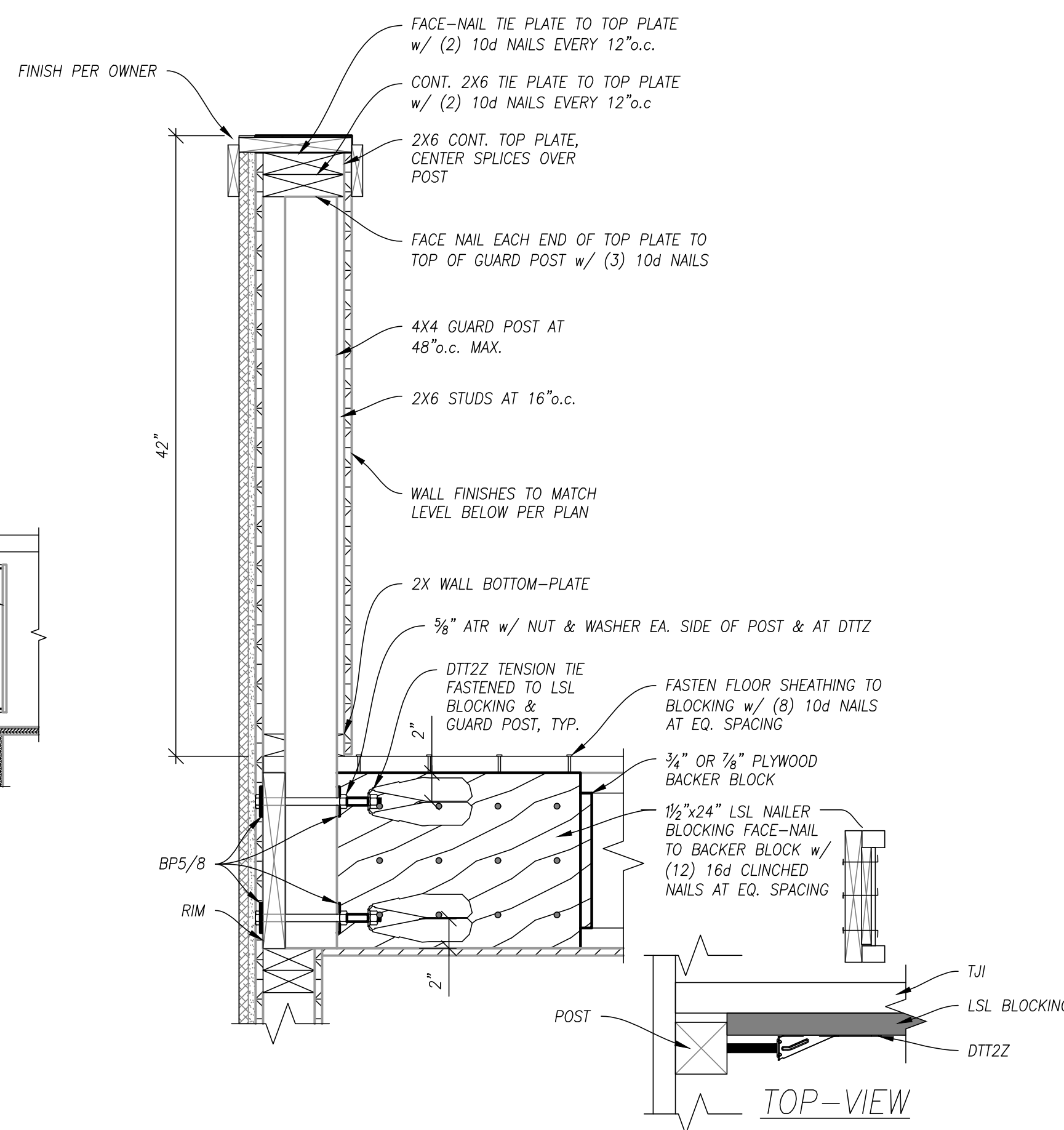
**13 PARTITION WALL BRACING
(WALL PERP. TO JOISTS)**
SCALE: N.T.S.



14 PARTITION WALL BRACING AT TRUSSES
SCALE: N.T.S.

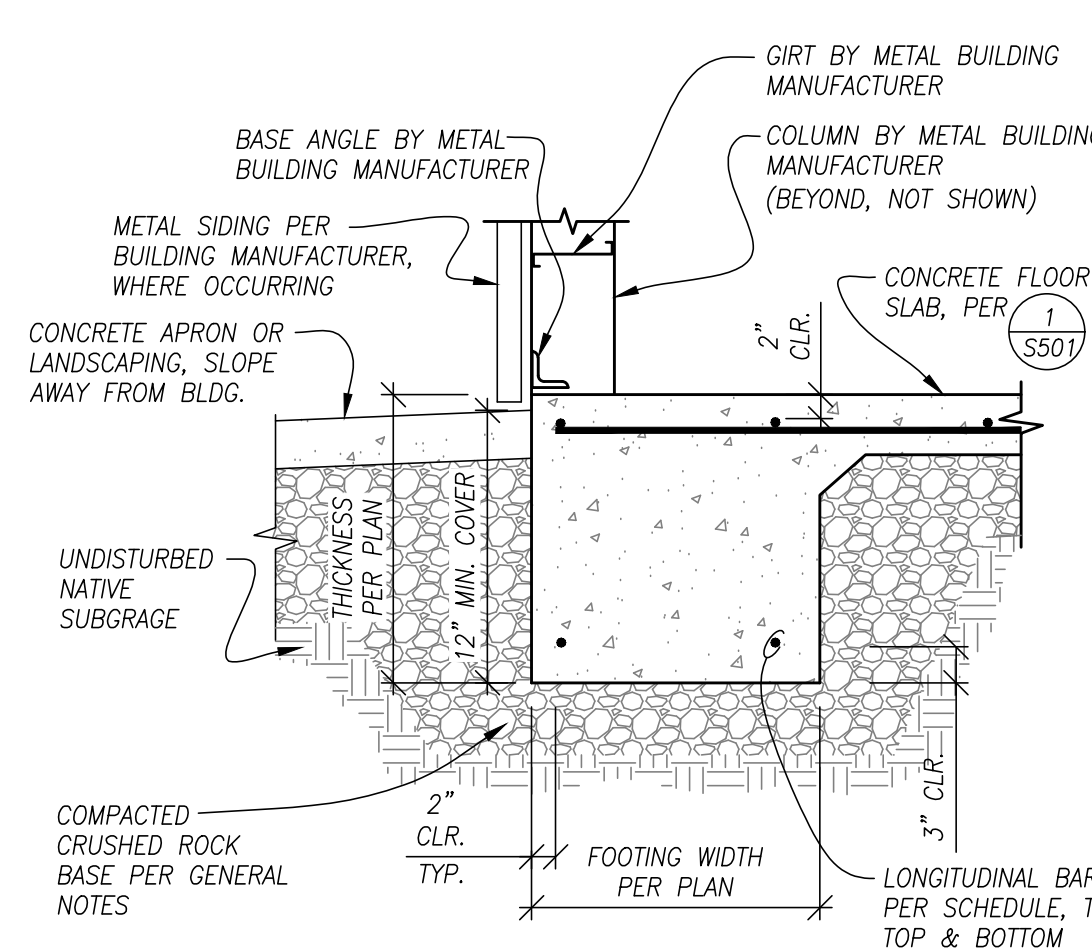


11 SPREAD FOOTING
SCALE: N.T.S.

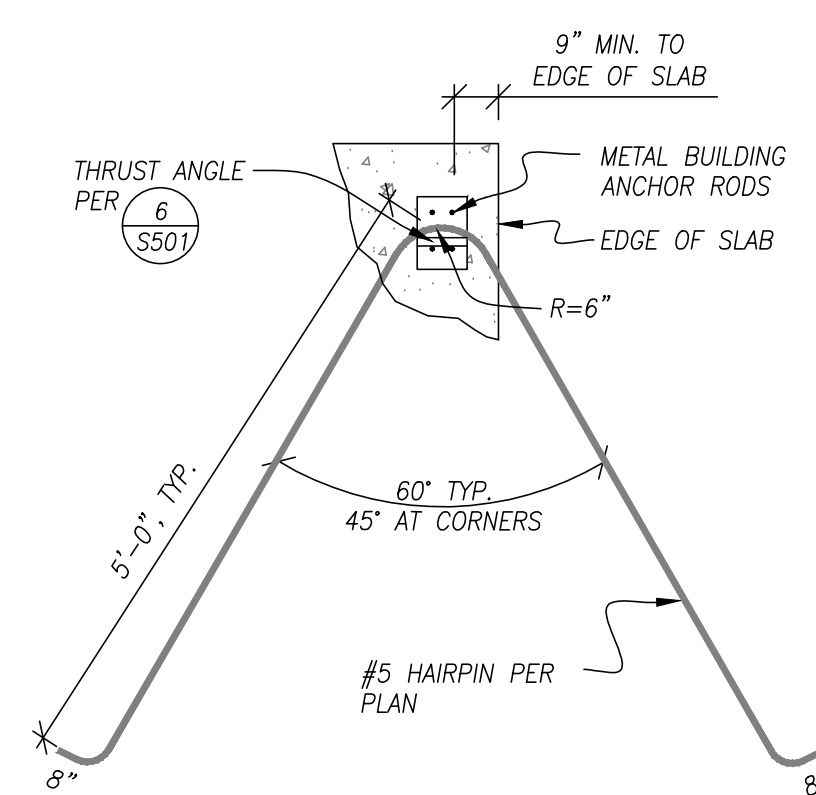


12 PONY WALL - GUARD
SCALE: N.T.S.

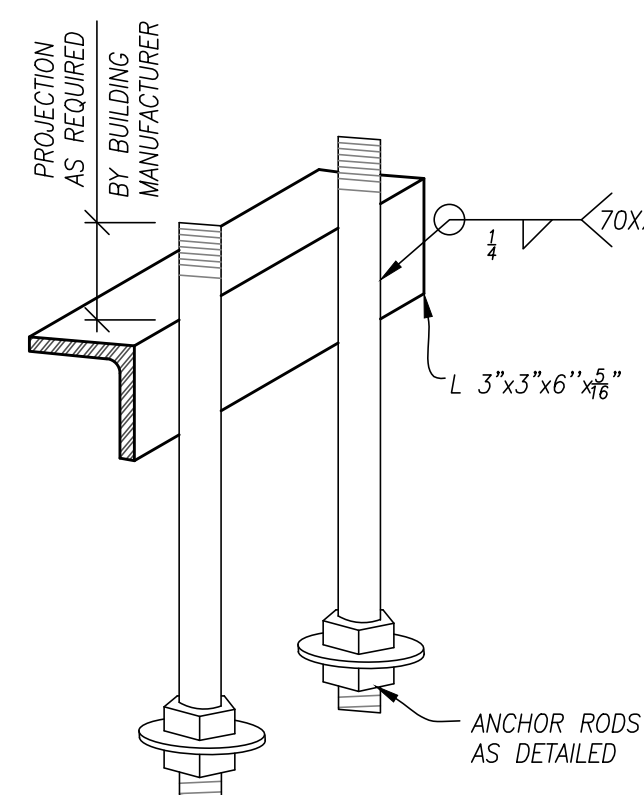
TOP-VIEW



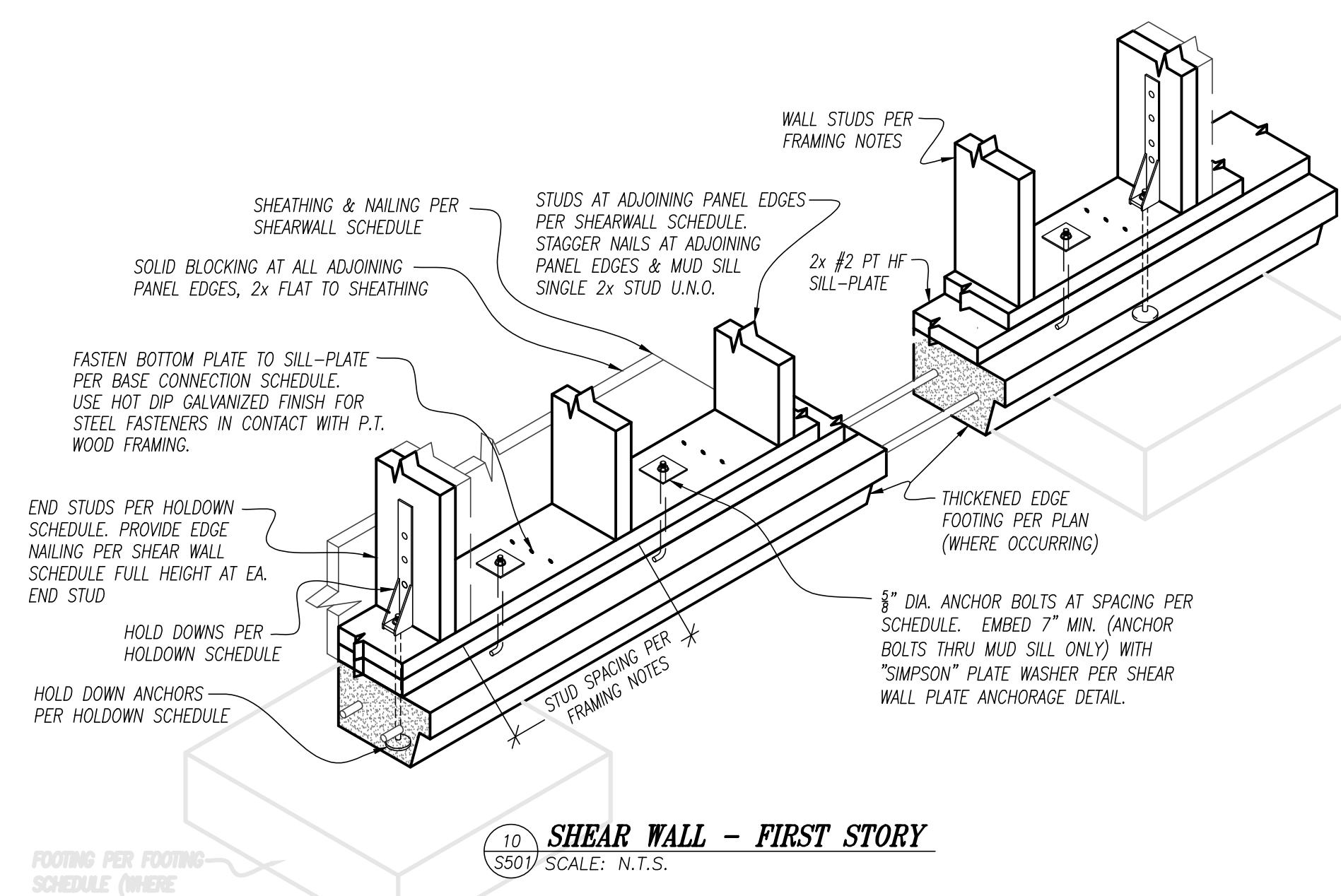
13 THICKENED SLAB EDGE
SCALE: N.T.S.



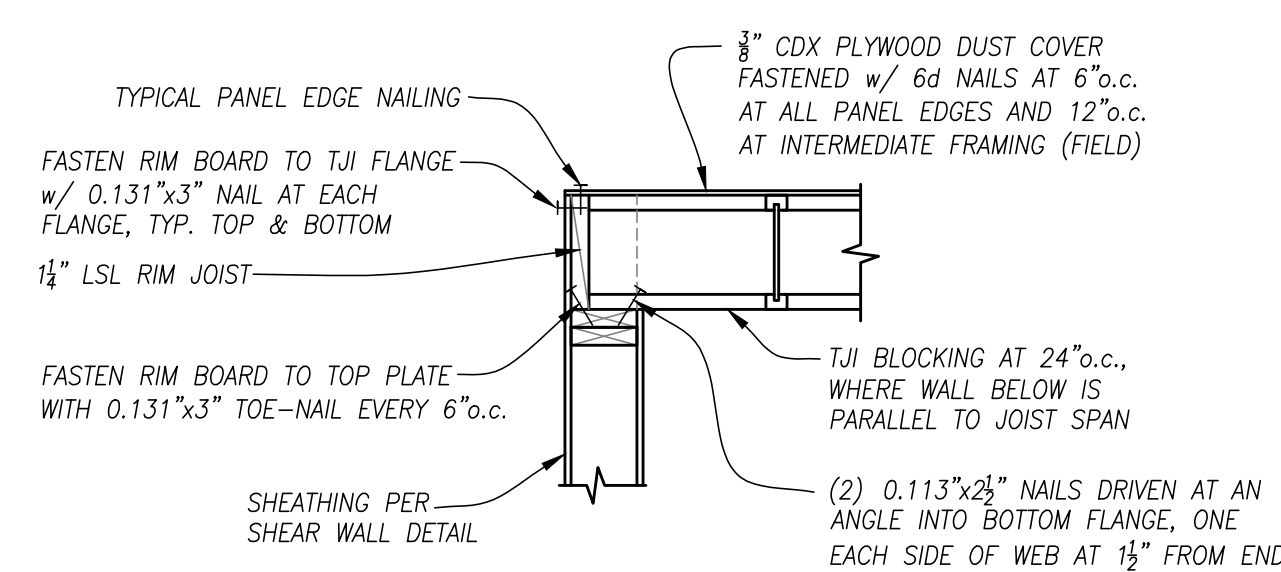
14 HAIR PIN DETAIL
SCALE: N.T.S.



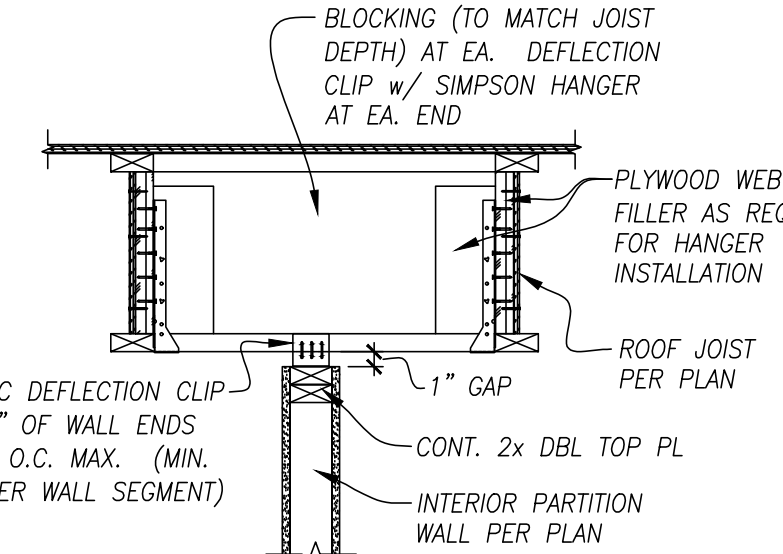
15 THRUST ANGLE DETAIL
SCALE: N.T.S.



16 SHEAR WALL - FIRST STORY
SCALE: N.T.S.



17 TJI TO WALL CONNECTION
SCALE: N.T.S.



**18 PARTITION WALL BRACING
(WALL PARALLEL TO JOISTS)**
SCALE: N.T.S.



COBURG CITY COUNCIL ISSUE ITEM

TOPIC: Contract: Engineer Services

Meeting Date: August 8, 2023

Staff Contact: Anne Heath, City Administrator (Retiring August 31, 2023)

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

REQUESTED COUNCIL ACTION

Consider approval of engineering contract.

RECOMMENDED MOTION: "I move to approve the engineering contract between Coburg and Branch Engineering, LLC."

BACKGROUND

Branch Engineering, LLC. (Branch) has been the City's Engineer of Record as far back as 2012.

Over the year, Branch has maintained high quality of work, good working relationships with City staff and the public, and has maintained comparable rates.

It is recommended that Branch continue to be the City's Engineer of Record. Attached is the draft contract, scope of work, and rate schedule.

One work task worth noting is the Water Master Plan projects are part of the scope of this project. Language regarding the work of the water project is specific to Business Oregon Requirements for funded projects.

RATE INCREASES

As with all industries, Branch has had to consider rate adjustments due to the considerable increases in the cost of doing business. Branch has raised their rates over the past few years to other customers, but has not raised Coburg's rates.

The rate increases include a 25% increase on current projects in process, and a 40% increase on any new projects that begin under this contract.

RECOMMENDATION AND ALTERNATIVES

1. Take no action. If the Council chooses this step, the existing contract will be expired. City Council can choose to not renew the contract with Branch and go out for an RFP for Engineering Services. The City will not have an engineer under contract.
 2. Adopt an amended contract. Next steps would vary based on the amendment adopted by Council.
 3. Approve contract as drafted. The contract would become effective as of the date of signing for one year with the ability to renew annually when agreed upon by both parties.
-

BUDGET / FINANCIAL IMPACT

The estimated cost for Branch engineering services in FY 23-24 is \$300,000. The limit to the contract as it pertains to the Water Master Project is \$1,500,000. Water Master Projects are multi-year projects and timing of each project depends on the design, bid process, and complexity of the project at hand. The budget is a not-to-exceed should all projects happen in one fiscal year.

CURRENT PROJECTS

- Pavilion Park Upgrade
- Macy, Harrison and North Willamette Street Preservation/Reconstruction
- Annual Street Preservation Planning and Design
- Collector Street Project
- Public Works Operations Center
- Water Master Project
- Storm Water Master Plan
- Water Conservation Plan
- Premier RV Septic Tank Replacement

PUBLIC INVOLVEMENT

There has been no public involvement for this issue item.

NEXT STEPS

The next steps would be to implement the contract.

ATTACHMENTS

- A. Draft Coburg – Engineering Services Contract
 - B. 2023 Rates
 - C. Coburg Project List
 - D. 2019 Rates
-

REVIEWED

City Attorney
Business Oregon
Branch Engineering

**CITY OF COBURG
INDEPENDENT CONTRACTOR AGREEMENT**

Dated:

Parties: **City of Coburg** ("CITY")
and
Branch Engineering, Inc. ("Independent Contractor")

Additional Independent Contractor Information:

- A. Type of Entity: Limited Liability Corporation
 B. Address: 310 5th Street, Springfield, OR 97477
 C. Telephone: 541-746-0637
 D. Fax No: n/a
 E. SSN or Fed. I.D. No: 93-1260517
 F. Professional License(s) No: 62780PE
 G. Oregon Agency Issuing License: OSBEELS
 H. Foreign Contractor ☐ Yes X No
 (Foreign means not domiciled in or registered to do business in Oregon)
 I. SAM Registration Active ☐ Yes ☐ No
 J. DUNS Number _____

In consideration of the mutual covenants contained herein, the parties agree to the following terms, provisions and conditions:

Attachments

The following attachments are incorporated into this agreement and made a part of this agreement:

- Attachment 1 Scope of Work
 Attachment 2 Federal Safe Drinking Water Project Management
 Attachment 3 Rate Schedule

1. **Payment by CITY.** CITY shall pay Independent Contractor according to the sum and schedule described on **Attachment 3** attached hereto and incorporated herein by this reference.
2. **Services to be performed by Independent Contractor.** Independent Contractor shall perform the services described on Attachment 1 and Attachment 2. All work will be

performed on a task order basis. Some work will involve the use of funds provided by other funding agencies. A task order using these funds will not be valid without the prior approval of the funding agency. In carrying out these functions Independent Contractor shall

- 2.1. Account for all billed time with the name of the individual performing the work, the hours worked, the rate charged the City, and a description of the work performed.
 - 2.2. Assign one person to attend meetings. Participation in meetings by other employees or subcontractors of Independent Contractor must be requested and approved in advance if the person's time is to be billed either directly or indirectly to the City.
 - 2.3. Inform the City prior to engaging in contract discussions with proposed sub-contractors.
 - 2.4. Submit sub-contracts for reviewed and approved by City prior to execution. City retains the right at its option to contract directly with subcontractors.
 - 2.5. Submit solicitations for bids or proposals to City prior to advertising and publishing for City review and authorization. Nothing shall go out in the City's name without express written authorization from the City.
3. **Term.** This Agreement is effective as of the date first set forth above and shall continue until June 30, 2024, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties. This contract may be renewed for additional one-year periods upon the agreement of both parties. The change of any part of the contract other than the termination date constitutes an amendment.
 4. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600.
 5. **Conformance with Oregon Public Contracts Law (ORS Chapter 279).** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts, including, but not limited to ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235.
 6. **Work Performed.** The work to be performed by Independent Contractor includes services generally performed by Independent Contractor in his/her/its usual line of business.
 7. **Tax duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including but not limited to income tax, payroll tax, and social security and self-employment tax. CITY shall not withhold, pay, or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.

8. **Reimbursement of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
9. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
10. **No Authority to Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
11. **Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.
12. **Indemnification and Hold Harmless.** To the fullest extent of the law, Independent Contractor shall defend, indemnify and hold harmless CITY, its officials, employees, servants, and agents from and against all claims, demands, and judgments (including attorney fees), made or recovered against them including but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any manner connected with the performance of this Agreement by Independent Contractor, its officers, employees, and agents.
13. **Insurance.**
 - 13.1. **General Insurance.** Independent Contractor shall maintain in force for the duration of this agreement a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The CITY of Coburg, its officials, employees, servants and agents will be named as an additional insured as respects to work or services performed under this agreement. This will apply to both work in progress and completed operations. This insurance shall be primary and shall be paid and applied first in its entirety prior to any application of insurance the CITY may carry on its own.
 - 13.2. **Professional Liability.** Independent Contractor shall maintain in force during the duration of this Agreement (and, if it is a claims made policy, for a year following completion of the project) a professional liability policy with limits of not less than 2,000,000.
 - 13.3. **Workers' Compensation.** Independent Contractor shall provide and maintain workers' compensation coverage for its employees, officers, agents, or partners, as required by applicable workers' compensation laws.
 - 13.4. **Evidence of Coverage.** Evidence of the above coverages issued by a company satisfactory to CITY shall be provided to CITY by way of a certificate of insurance before any work or services commence. A 30-day notice of cancellation or material change in

coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

13.5. Equipment and Material. Independent Contractor shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials used in conjunction with the work.

13.6. Exception or Waivers. Any exception or waiver of these requirements shall be subject to review and approval by CITY.

14. Termination.

14.1. Without Cause. The performance of work under this Agreement may be terminated by CITY, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Any such termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the independent Contractor's work and payment therefore by CITY.

14.2. For Cause. City may terminate this Agreement effective upon delivery of written notice to Independent Contractor, or at such later date as may be established by CITY, under any of the following conditions: 1) City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services (this Agreement may be modified to accommodate a reduction in funds); 2) Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement; 3) any license or certificate required by law or regulation to be held by Independent Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed; 4) Independent Contractor fails to perform any of the provisions of this Agreement within the time specified; or 5) Independent Contractor fails to perform any of the provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from CITY, fails to correct such failures within 10 days or such other period as CITY may authorize. Independent Contractor shall be entitled to payment for services provided prior to the termination date.

14.3. Damages for Breach. Damages for breach of this Agreement under subsections 4) and 5) of Section 14.2 shall be those allowed by Oregon law and Section 20 of this Agreement.

15. Rights in Data. All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, know-how, or techniques developed during the course of this Agreement by Independent Contractor

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

- 16. Confidentiality.** During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.
- 17. Assignment/Subcontract.** Independent Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.
- 18. Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 19. Compliance with All Government Regulations.** By executing this Agreement, Independent Contractor certifies that, to the best of its knowledge, Independent Contractor is eligible to contract with the CITY as a public body, and is not in violation of any rule, law or regulation that would prohibit the CITY from entering into an Agreement with Independent Contractor. Independent Contractor shall comply with all Federal, State and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.
- 20. Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
- 21. Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable

control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.

- 22. Assistance Regarding Patent and Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 23. Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 24. Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 25. Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- 26. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.
- 27. Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations.
- 28. Conflicts Prohibited.** Independent Contractor shall not perform the any of the work tasks described in Attachment 1 for the City if the products or items to be reviewed were created or produced by Independent Contractor for any third party. In the event any third party submits for Engineering review plans, proposals or other documents produced by Independent Contractor for that third party or for any entity other than the City, Independent Contractor shall assist the City (at no cost to the City) in identification of, and retention of, a suitable, non-conflicted substitute to work on the matter for the City.
- 29. Remedies.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Lane.
- 30. Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications

between the parties, their agents and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

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

CITY OF COBURG:

By: _____
Name: Adam Hanks
Title: City Administrator
Date: _____

INDEPENDENT CONTRACTOR

By: _____
Name: Damien Gilbert, P.E.
Title: Principal
Date: _____

ATTACHMENT 1 SCOPE OF WORK

Independent Contractor is hereby appointed City Engineer for the City of Coburg. The following work describes the ongoing services that Independent Contractor shall provide to the City of Coburg. These services are contracted on an on-call basis. It is expected that the City Engineer will be available on a daily basis for consultation.

City Engineer will complete tasks as directed by the City of Coburg personnel assigned to provide such direction. Upon receipt of a task or tasks provided by the City of Coburg, City Engineer shall provide an estimate of the time required to complete each task. City Engineer shall keep track of all time their firm spends on each task by task and shall provide a report at the end of each month listing each task on which their firm worked and the number of hours spent on each task.

- A. Assigned tasks may include but are not limited to, the following:
 - General tasks associated with water, roads, parks and other typical municipal systems
 - Capacity and system planning
 - System improvements
 - Studies
 - Project Identification
 - Cost estimating
 - Project status, startup and shutdown work
 - Preventive, repair and corrective maintenance analysis and recommendations
 - Scheduling
- B. The City Engineer shall provide Professional Engineering services by an Engineer licensed in the State of Oregon, as well as provide the following support services as requested:
 - Architectural
 - Structural
 - Geotechnical
 - Civil
 - Transportation
 - Planning
 - Life Safety
 - Surveying
 - Construction Coordination
 - Project Management
- C. In addition to any scope of work listed above, the following are things the City Engineer may be asked to do:
 - Provide suggestions and make recommendations to City Staff
 - Lead initiatives for the City
- D. On behalf of the City, make direct contact or have interaction with other outside governing councils.

- Prepare proposals based upon City of Coburg defined scope, deliverables and criteria
- Assist City of Coburg with vendor selection
- Prepare system performance and project specifications
- Attend Council & Planning Meetings when requested
- Respond to requests for clarification regarding documents

ATTACHMENT 2

FEDERALS SAFE DRINKING WATER PROJECT MANAGEMENT

Branch Engineering will serve as the project manager for the City of Coburg Safe Drinking Water Project. This federally funded project has specific requirements for all entities entering into contracts with loan recipients. City and Independent Contractor (also referred to herein as “Contractor”) hereby agree to the following additional contract provisions related to its work on the Safe Drinking Water Project.

Registration Requirements

1. Contractor must have an active SAM Registration
2. Contractor must provide DUNS number as part of this contract. (See Page 1)

Source of Funds

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

Non Discrimination

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

Termination for Cause and for Convenience & Breach of Contract

Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See Section 14 of Agreement.

Intellectual Property

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

Inspections, Information

Contractor shall permit, and cause its subcontractors to allow City of Coburg, the State of Oregon, the federal government and any party designated by them to:

1. Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, and any other

matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.

2. Interview any officer or employee of the Contractor, or its subcontractors, regarding the project
3. Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.

Prohibition on the Use of Federal Funds for Lobbying

Certification regarding Lobbying form is required for any contracts in excess of \$100,000.

Scope of Work Specific to Safe Drinking Water Project

Branch Engineering will serve as the project manager as it pertains to the engineering and construction of the project and will provide the following:

- a. Engineering services for the planning, design, construction and inspection of Coburg's Safe Drinking Water Project including
- b. Prepare proposal and bid documents and disburse them to the public based upon City of Coburg defined scope, deliverables and criteria. All bid proposals must be reviewed by Business Oregon two weeks prior to them going to the public. In addition, all bid packages and releases must be submitted to Coburg City Recorder for records retention.
- c. Review all bids and proposal submittals, requests for information (RFI) and assist City of Coburg with vendor selection and contract preparation as needed
All draft contracts must be forwarded, reviewed and approved by the City Attorney as well Business Oregon prior to execution
- d. Prepare system performance and project specifications
- e. Participate as a member of the City of Coburg Water Project Committee
- f. Attend City Council and Planning Meetings when requested
- g. Review and approve all construction pay requests and forward to the City for payment
- h. Provide necessary documentation to other City contractors as required
- i. Work in collaboration with Water Project team to provide information, documentation retention, tracking, and reporting.

31. Payment by CITY. CITY shall pay Independent Contractor according to the sum and schedule described on **Attachment 3** attached hereto and incorporated herein by this reference. Payments specific to the Federal Drinking Water Project shall not exceed \$1,500,000.

City of Coburg
City Engineer Charge-out Rates
August, 2023

SCHEDULE OF HOURLY CHARGE RATES: NEW PROJECTS

City Engineer	\$195
Principal Engineer	\$195
Principal Surveyor	\$195
Senior Structural Engineer	\$165
Senior Planner/Surveyor	\$160
Senior Engineer – Civil	\$155
Senior Engineer - Transportation	\$155
Professional Engineer	\$145
Professional Land Surveyor	\$140
Biologist/Wetland Specialist	\$140
Structural Engineering Designer	\$140
Geo Technician	\$140
Senior Engineering Technician	\$135
Senior Engineering Technician	\$135
Civil Engineering Designer	\$125
Engineering Technician	\$125
Survey Technician	\$100
AutoCad Specialist	\$120
Field Technician/Construction Inspector	\$110
Administrative	\$95
Survey Crew	\$200
Mileage	\$0.655 / mile
Plots	\$15.00
Sub-consultants	1.10 times cost
Printing Services	1.10 times cost

SCHEDULE OF HOURLY CHARGE RATES: PROJECTS IN PROCESS

City Engineer	\$155
Professional Engineer Planner	\$155
Professional Land Surveyor	\$155
Professional Planner	\$155
Engineering Designer	\$115
Survey Technician	\$100
Engineering Technician	\$100
AutoCAD Specialist	\$90
Administrative	\$75
Survey Crew	\$200

REIMBURSABLE EXPENSES:

Mileage	\$0.655 / mile
Plots	\$15.00
Oversized Copies	1.10 times cost
Sub-consultants	1.10 times cost
Printing Services	1.10 times cost

Coburg Projects - Schedule Rate Fee Determination
--

August, 2023

Existing Projects

Project #	Name
18-004C	Coburg Wellfield Development
18-004C.1	Construction Phase of Secondary Wellfield (Well #3)
18-004D	Coburg Crossing PIP Phase 2 Review
18-004G	Coburg Stormwater Master Plan (SWMP)
20-004i.1	Coburg East Side of I-5 Waterline to Bore Connection
20-004j	Coburg Public Works Ops Building Preliminary Design
20-004j.1	Construction Phase of Ops Buildings
21-004a	Coburg McKenzie Street Reconstruction
21-004B	Coburg N. Willamette, E. Macy, & N. Harrison Streets Waterline Replacement
21-004B.1	Street Improvements Project - N. Willamette, E. Macy, & N. Harrison Street
21-004i	Stallings Lane Waterline
21-004j	Coburg Roberts Road Paving Design
22-004a	Pavilion Park Site Plan/Park Design
22-004b	Coburg Coleman Street Waterline
22-004B.1	Waterline Construction Phase - Coleman Street Waterline
22-004C	Coburg Industrial Way Waterline
22-004D	Coburg Stallings Lane Pump Station and Treatment Facility
22-004F	Coburg Dixon Waterline Replacement
22-004g	Coburg Sarah Lane Tank Site Feasibility/Elevated Tank Feasibility
22-004i	Coburg North Industrial Paving Overlay
22-004L	Coburg Wetland Delineation for Premier Waterline
23-004A	Coburg Crack and Slurry Seal 2023
23-004B	Coburg Willamette Street and Van Duyn Street Intersection Proposed Improvements
23-004C	Coburg Water Project Management

New Projects

Project #	Name
20-004A	Coburg Collector Street Paving
20-004E	Premier RV Septic Tank Replacement
22-004M	Veterans Park
22-004j	Coburg Favreau Application Review
22-004K	Coburg - Willamette Application Review
22-004N	Coburg Creek Phase 2 Review/Construction
23-004E	City of Coburg Water Management and Conservation Plan

OLD RATES



July 1, 2019

CITY ENGINEER SCHEDULE OF CHARGES:

City Engineer	\$125
Professional Engineer Planner	\$125
Professional Land Surveyor	\$125
Professional Planner	\$125
Engineering Designer	\$95
Survey Technician	\$80
Engineering Technician	\$80
AutoCAD Specialist	\$75
Administrative	\$60
Survey Crew	\$160

REIMBURSABLE EXPENSES:

Mileage	\$0.59 / mile
Plots	\$7.00
Oversized Copies	1.10 times cost
Sub-consultants	1.10 times cost
Printing Services	1.10 times cost



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Finance Quarterly Update

Meeting Date: August 8, 2023

Staff Contact: Greg Peck

Contact: 541-682-7870, Gregory.peck@ci.coburg.or.us

REQUESTED COUNCIL ACTION

- Information only
-

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

City Council Goals:

- Fiscal Stewardship
-

ANALYSIS

Important notes regarding the quarter ended June 30, 2023

- June is the 12th month of the fiscal year. If revenues and expenses were spread evenly throughout the year, the City should be at 100% of budget with each.
- **Council should be aware the transactions for the fiscal year-end continue to be processed through August 31. While the majority of all transactions have been processed at this date, there are year-end required entries that will change the final numbers. Therefore, this report should be considered a preliminary reporting of the year-end. The final numbers will be reflected in the financial statement prepared by the auditors.**
 - **Whole City Revenue** received \$7,964,427 to date, which equals 47% of budget, compared to \$5,496,052 in June, 2022 which was 64% of budgeted. This is mainly due to budgeted revenues from projects that were not completed in the fiscal year such as reimbursements for the water project. The following are important points to consider regarding revenues:
 - Property tax receipts received by the end of June 30, 2023, were \$908,686 which is 98% of budget. Last year at June 30, 2022, the City had collected \$870,066 which was 97% of budget.

- Reimbursement request for the budgeted Water Master Project is in process.
- All submitted reimbursements for street have been received
- Fuel taxes received are \$234,209.14 which is 82% of budget
- Transportation Utility Fees collected to date are \$148,406.72 which is 97% of budget
- Utility fees collected are \$837,130.12 at 93% for water, \$846,431.13 at 99% for sewer
- **Whole City Expenses** are \$5,949,054, which is 40% of budget. Compared to \$5,607,246 last year at month end, which was 63% of budget. However, additional expenses will be processed through August for fiscal year 2023.
- Capital projects of the City are in process but do not always fall in the months expected.
- All city debt payments were made before the end of the fiscal year.
- All Funds, General, Streets, Water, Sewer are operating within their budgets.
- There is a 3% difference between Revenues received and Expenditures.

Revenues and Expenses are reported on graph sheets net of beginning fund balance and ending fund balance. This allows a comparison of budget line items with the actual received and expended.

BUDGET

The Budget has been implemented into the software and we have begun a new fiscal year at the city.

PUBLIC INVOLVEMENT

N/A

NEXT STEPS

- Audit in process

ATTACHMENTS

- A. Budget Performance Analysis – To be distributed at meeting
 - B. Full City Revenue and Expense Charts
 - C. Fund Total sheets – From Springbrook
 - D. Cash on Hand Spreadsheet
 - E. Checks written list for April 1, 2023 – June 30, 2023
 - F. Bank Statements – June 30, 2023
 - G. LGIP Statements – June 30, 2023
-

CITY OF COBURG
GENERAL FUND BUDGET PERFORMANCE ANALYSIS
June 30, 2023

4,974.00
53,964.00

CURRENT BUDGET YEAR 2022-23

Account #	Account Name	HISTORICAL ACTUALS												YTD ACT/PROJ	YTD BUDGET	Variance (over/under)	YTD %
		2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	Actual	Actual	Actual	Actual	Actual	Actual				
TOTAL GENERAL FUND REVENUE		1,920,483	2,822,272	2,764,276	2,413,738	2,299,185	2,546,187	129,030	274,982	116,873	337,719	774,493	431,562	143,725	137,483	390,000	3,221,499
PERSONAL SERVICES																	
305.091	ADMINISTRATION	339,753	412,997	448,344	450,154	554,534		48,977	59,487	58,493	34,847	32,221	30,380	32,696	31,540	37,168	46,072
49.664	PLANNING	60,154	87,192	75,098	39,407	55,897		4,556	6,704	4,694	4,894	5,244	5,083	4,345	4,740	6,030	4,936
284.946	POLICE	354,383	390,597	401,577	469,247	548,636		50,538	66,557	48,593	51,590	53,544	52,732	49,300	46,539	69,741	47,007
86.201	COURT	95,160	97,451	104,357	105,729	111,126		9,590	13,780	9,384	9,137	9,152	9,163	9,187	9,268	9,286	9,296
49.664	ECONOMIC DEVELOPMENT	60,154	87,192	75,098	39,407	55,897		3,134	5,054	3,295	3,070	3,186	3,156	3,185	3,195	3,265	1,478
298.864	PUBLIC WORKS	773,993	330,677	397,303	404,159	500,536		43,266	57,289	42,865	41,213	42,053	42,865	43,899	42,770	44,359	45,155
1,024,768	TOTAL PERSONAL SERVICES	1,383,997	1,440,096	1,509,767	1,508,888	1,826,863		160,081	210,850	187,353	144,600	145,460	143,169	142,695	141,266	190,382	148,860
MATERIALS AND SERVICES																	
226.043	ADMINISTRATION	248,187	220,317	219,341	252,187	240,590		83,402	8,491	18,974	8,757	32,961	8,345	20,909	6,758	9,114	1,993
97.833	FACILITIES	170,574	82,624	158,795	99,485	177,901		3,703	7,780	26,348	4,244	9,941	-2,157	4,736	4,702	7,085	5,708
151.662	PLANNING	235,060	101,728	153,930	217,718		18,332	1,791	3,862	1,102	24,949	1,882	27,640	1,371	3,362	20,062	8,779
115.200	POLICE	117,469	118,724	142,655	162,890	172,168		7,350	1,972	20,072	3,495	6,654	27,555	58,594	5,453	8,808	6,779
19.796	COURT	28,606	21,291	38,608	40,090	75,171		2,585	1,836	1,524	2,057	1,524	2,057	1,263	1,391	2,288	3,025
50.651	ECONOMIC DEVELOPMENT	23,836	40,399	40,991	71,400	54,156		12,898	0	2,115	747	2,359	267	1,969	0	5,160	1,248
67.907	PARK & RECREATION	90,399	59,280	450,213	97,450	88,901		3,447	4,574	6,719	6,887	699	2,547	4,383	107	577	3,522
728.232	TOTAL MATERIALS AND SERVICES	809,763	1,387,583	893,422	950,726		128,997	21,448	79,448	28,720	79,087	39,796	94,395	19,748	31,599	44,825	59,793
DEFERRED TRANSFERS OUT																	
	PARK FUND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	WATER CAPITAL FUND	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	WATER ALLOCATION-PLANNING	19,601	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	SPORTS FUND	50,000	0	50,000	50,000	50,000	0	0	0	0	0	0	0	0	0	0	0
	SEWER FUND	69,601	0	50,000	50,000	50,000	0	0	0	0	0	0	0	0	0	0	0
TOTAL TRANSFERS OUT																	
	TOTAL EXPENSES	1,822,661	2,000,178	2,265,319	2,747,440	2,399,310	2,757,590	188,078	236,338	246,781	174,380	224,487	182,965	236,960	161,013	241,521	278,091
TOTAL REVENUE/(LOSS)		97,831	225,094	499,457	586,256	-92,285	-212,402	-166,048	38,642	-179,908	-56,661	520,145	240,597	-95,365	-78,529	-53,488	74,789
CASH IN BANK BEGINNING								563,813	322,555	356,987	218,558	185,133	716,836	689,516	804,156	801,406	782,881
Revenue/(Loss)								-186,048	38,642	-179,908	-56,661	520,145	240,597	-95,365	-78,529	-53,488	74,789
Balance Sheet Adjustments								-75,210	-4,211	-8,520	3,235	11,558	-275,517	209,905	25,778	34,465	-71,112
CASH IN BANK ENDING								322,555	356,987	218,558	185,133	716,836	689,516	804,156	801,406	782,881	785,859
Projected Ending Cash																	739,696
Budget Expenditures																	-211,222
Contingency																	111,909
Revised for Park SOC																	785,696
Ending Fund Balance																	69,824
Budget Expenditures																	-211,222
Projected Ending Cash																	554,008
Net Income/Loss																	554,008
Budgeted Yr End Balance																	554,008

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IMPORTANT NOTE:
This worksheet has been created for program purposes only. It should not be used as a primary source of information. It is important for the purpose of projecting cash on hand at the end of the fiscal year.

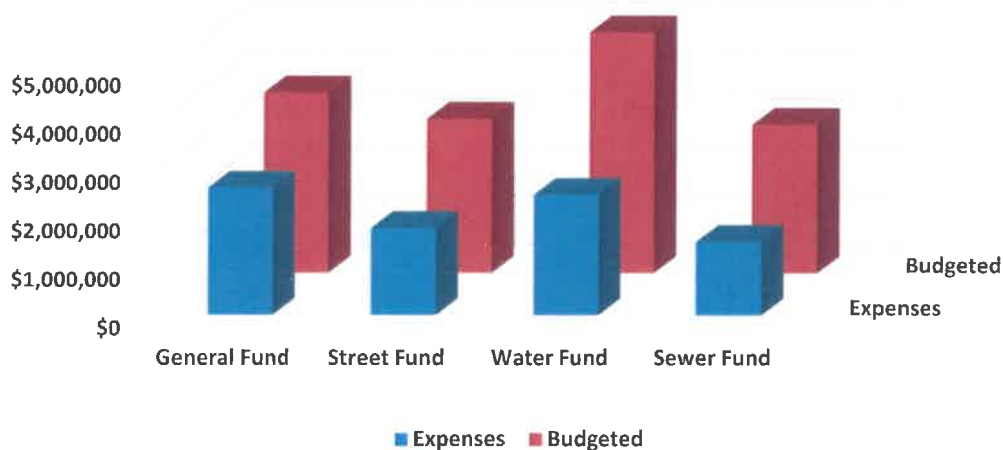
Budgeted Yr End Balance

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CITY OF COBURG
EXPENSES INCURRED COMPARED TO BUDGET
Fiscal Year To Date As of June 30, 2023

Fund	Expenses	Budgeted	Difference	Percentage
General Fund	\$2,630,524	\$3,730,687	\$1,100,163	71%
Street Fund	\$1,802,391	\$3,188,521	\$1,386,130	57%
Water Fund	\$2,493,017	\$4,982,559	\$2,489,542	50%
Sewer Fund	\$1,521,055	\$3,076,219	\$1,555,164	49%
TOTAL ALL FUNDS	\$8,446,988	\$14,977,986	\$6,530,998	56%

Expenses: Budget vs Actual at June 30, 2023



Important Notes

Budgeted expenses are net of Beginning Fund balance

Overall expenses should be 100% if spread evenly throughout the year.

Capital Projects are in process and do not spread out evenly over the year.

Although, we budget amounts for capital projects, completion in any one fiscal year depends on available contractors, materials, supplies etc. Therefore project costs may be pushed to the new fiscal year

All debt payments were made before the end of the fiscal year.

Overall City expenses equal \$8,446,988 which is 49% of budget.

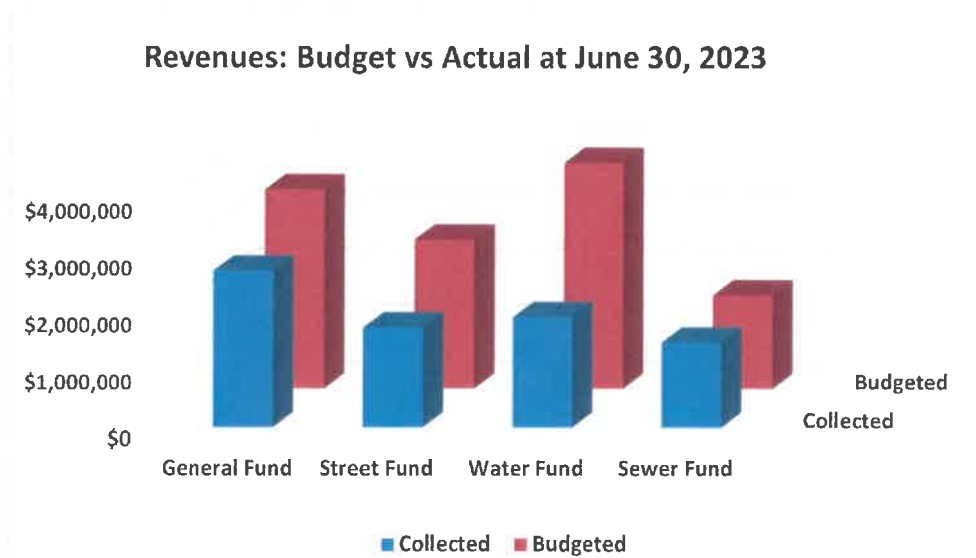
All funds are operating within budget at this time.

CITY OF COBURG

REVENUES COLLECTED COMPARED TO BUDGET

Fiscal Year To Date As of June 30, 2023

Fund	Collected	Budgeted	Difference	Percentage
General Fund	\$2,759,623	\$3,509,933	\$750,310	79%
Street Fund	\$1,758,551	\$2,627,752	\$869,201	67%
Water Fund	\$1,943,807	\$3,982,226	\$2,038,419	49%
Sewer Fund	\$1,502,446	\$1,651,926	\$149,480	91%
TOTAL ALL FUNDS	\$7,964,427	\$11,771,837	\$3,807,410	68%



Important Notes:

Budgeted revenues are net of Beginning Fund balance,

Overall revenues should be 100% if spread evenly throughout the year.

Property Tax Receipts received through 6/30/2023 were \$908,686 which is 98% of budget

Franchise Fees received through 6/30/2023 equaled \$223,908.23 which is 80% of budget.

Reimbursement requests for Water is in process.

Fuel Taxes received as of 06/30/2023 are \$235,209.14 which is 82% of budget.

Transportation Utility Fee (TUF) has collected \$148,406.72 which is 97% of budget

Water fees collected through 6/30/2023 are \$837,130.12 which is 93% of budget

Sewer Fees collected through 6/30/2023 are \$846,431.13 which are 99% of budget

There is a 3% difference between revenues received and expenses.

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	4,214,933.11	151,941.24	2,759,622.98	1,455,310.13	0.00	1,455,310.13	34.53
	Fund Expense Sub Totals:	4,214,933.53	278,090.89	2,630,523.76	1,584,409.77	0.00	1,584,409.77	37.59
	Fund 001 Sub Totals:	0.42	126,149.65	-129,099.22	129,099.64	0.00		
General Fund								

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	3,523,752.00	150,814.91	1,758,551.11	1,765,200.89	0.00	1,765,200.89	50.09
	Fund Expense Sub Totals:	3,523,752.38	89,497.25	1,802,391.40	1,721,360.98	0.00	1,721,360.98	48.85
	Fund 003 Sub Totals:	0.38	-61,317.66	43,840.29	-43,839.91	0.00		
Street Fund								
Item 7.								

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	5,549,226.10	-175,396.59	1,943,806.82	3,605,419.28	0.00	3,605,419.28	64.97
	Fund Expense Sub Totals:	5,549,226.14	377,891.91	2,493,017.31	3,056,208.83	0.00	3,056,208.83	55.07
	Fund 004 Sub Totals:	0.04	553,288.50	549,210.49	-549,210.45	0.00		

Water Fund

Item 7.

	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund Revenue Sub Totals:	3,815,925.56	94,421.66	1,502,470.96	2,313,454.60	0.00	2,313,454.60	60.63
Fund Expense Sub Totals:	3,815,926.02	57,591.66	1,521,055.31	2,294,870.71	0.00	2,294,870.71	60.14
Fund 005 Sub Totals:	0.46	-36,830.00	18,584.35	-18,583.89	0.00		

Sewer Fund

CITY OF COBURG
June 30, 2023
Fiscal Year 2023
CASH ON HAND PER FUND (Preliminary Reporting)

Bank Accounts									
Funds	KEY BANK - GEN	SP GEN.	SP SDC	For	SP SAVINGS	For	POLICE EVID.	TOTAL	
GEN 001	78,728	278,236			23,313			380,277	
PD Drug Educ.									
Park Cap	203,028		57,079	Park SDC				260,106	
STREET 003	530,831	131,576	259,008	Street SDC				921,414	
WATER 004	299,653	946,083	27,225	Water SDC				1,272,962	
SEWER 005	804,724		962,067	Sewer SDC	28,250	Membrane Replace		1,795,042	
SEWER DEBT	148,937				125,868	Sewer Debt Reserve		274,805	
EVIDENCE		-					100	100	
TOTAL	2,065,901	1,355,895	1,305,379		177,432		100	4,904,707	
CIP SDCs									
REVENUE GENERATION BY FUND									
GENERAL FUND									
STREET FUND									
WATER FUND									
SEWER FUND									
SEWER DEBT FUND									
EVIDENCE									
Difference									
Cash Balance 6/30/2023									
Cash Balance 6/30/2022									
(100,527)									
Interest, taxes, State Shared Revenue, Cigarette Taxes, Liquor taxes, Land Use Fees, SDC Admin Fees, Franchise Fees									
Tourism, Fines & Bails, Planning, Park user fees Capital and SDC, Park Donations and Grants, Building Dev. Fees									
Street Taxes, User Fees, Grants, CIP Funds, SDC, Grants Loans									
User Fees, Grants, Capital Funds, SDC									
User Fees, Grants,Capital Funds, SDC, Loans									
LID, Loan Proceeds, URA Debt Service									
Evidence Cash Seized									

Accounts Payable

Checks by Date - Summary by Check Date

User: Gregory.Peck@ci.coburg.or.us
 Printed: 7/31/2023 11:30 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
88400	CenLin	CenturyLink	04/05/2023	55.31
88401	DCBS	DCBS Fiscal Services	04/05/2023	936.60
88402	HDEPOT	Home Depot Credit Services	04/05/2023	2,694.64
88403	Lanfin	Lane County Finance Department	04/05/2023	374.27
88404	NOR146	NW Natural	04/05/2023	429.65
88405	OreRev	Oregon Dept. of Revenue	04/05/2023	1,501.33
88406	ARC242	SPOK, INC.	04/05/2023	113.79
88407	Verizon	Verizon Wireless	04/05/2023	999.11
88408	WFFL	Wells Fargo Financial Leasing, Inc.	04/05/2023	508.40
88409	PhWill	Phillip Williams	04/05/2023	675.00
88410	WITZIG	Wyatt WITZIG	04/05/2023	98.27
Total for 4/5/2023:				8,386.37
88411	Caldwell	Vanessa Caldwell	04/11/2023	36.28
Total for 4/11/2023:				36.28
88412	ANA165	Analytical Laboratory Group	04/12/2023	676.00
88413	BAT400	Batteries Plus	04/12/2023	90.56
88414	CasCol	Cascade Columbia Dist Co	04/12/2023	2,315.00
88415	CINTA	Cintas Corporation	04/12/2023	181.04
88416	CityCott	City of Cottage Grove	04/12/2023	17,648.00
88417	CitEug	City of Eugene	04/12/2023	2,360.43
88418	EDMS	EDMS	04/12/2023	1,165.09
88419	IAPR	International Association for Property and E	04/12/2023	65.00
88420	JCPS	Junction City Point S LLC	04/12/2023	1,470.30
88421	LGLG	Local Government Law Group P.C.	04/12/2023	1,617.00
88422	Marsh	Marshall's Heating Equipment & Sales	04/12/2023	1,268.50
88423	ORE123	OAWU - JS Memorial Scholarship Fund	04/12/2023	583.50
88424	OHACas	OHA CASHIER	04/12/2023	90.00
88425	ONE193	One Call Concepts, Inc.	04/12/2023	78.40
88426	PacExc	Pacific Excavation, Inc.	04/12/2023	348,881.32
88427	Rexius	Rexius	04/12/2023	243.60
88428	RoyFlu	Royal Flush Environmental	04/12/2023	16,834.00
88429	ULINE	Uline	04/12/2023	924.38
88430	USA426	USA Blue Book	04/12/2023	497.89
88431	VA	Valley Agromomics LLC	04/12/2023	196.20
88432	Valvln	Valvoline Instant Oil Change	04/12/2023	216.69
88433	WelWel	Welt & Welt, Inc	04/12/2023	1,192.43
Total for 4/12/2023:				398,595.33
88434	ATH	Sara Athey	04/20/2023	40.00
88435	CasCol	Cascade Columbia Dist Co	04/20/2023	1,076.64
88436	CenLin	CenturyLink	04/20/2023	185.90
88437	CINTA	Cintas Corporation	04/20/2023	63.40

Check No	Vendor No	Vendor Name	Check Date	Check Amount
88438	CON188	Consolidated Supply Co.	04/20/2023	1,398.44
88439	EME131	Emerald People's Utility	04/20/2023	6,498.69
88440	HDFow	HD Fowler Company	04/20/2023	255.86
88441	HUNTER	Hunter Communications	04/20/2023	315.46
88442	LAN129	Lane Council of Governments	04/20/2023	1,887.00
88443	JLOND	London & Paris, LLP	04/20/2023	462.00
88444	MidState	Mid-State Industrial Service inc	04/20/2023	540.80
88445	One7	One.7, Inc	04/20/2023	18,980.00
88446	PAC150	Pacific Power	04/20/2023	1,533.79
88447	TP	Tracey Pugh	04/20/2023	216.53
88448	SegLaw	Segarra Law, LLC	04/20/2023	217.00
88449	Stap	Staples	04/20/2023	432.99
88450	TYLE	Tyler Technologies	04/20/2023	445.50
88451	USA426	USA Blue Book	04/20/2023	879.59
88452	PCS	People for Coburg School	04/20/2023	600.00
Total for 4/20/2023:				36,029.59
88453	AFL250	AFLAC	04/27/2023	536.64
88454	ANA165	Analytical Laboratory Group	04/27/2023	788.00
88455	CAR476	Carquest Auto Parts	04/27/2023	70.05
88456	CenLin	CenturyLink	04/27/2023	272.95
88457	CINTA	Cintas Corporation	04/27/2023	117.64
88458	CON188	Consolidated Supply Co.	04/27/2023	336.25
88459	CROWN	Crown Products, LLC	04/27/2023	328.40
88460	DJC	Daily Journal of Commerce	04/27/2023	341.22
88461	DASPDc	Dept of Admin Services - Property	04/27/2023	9,829.00
88462	DOCU	DocuTRAK Imaging, Inc.	04/27/2023	300.00
88463	EME131	Emerald People's Utility	04/27/2023	85.92
88464	HDFow	HD Fowler Company	04/27/2023	177.98
88465	PTSINC	Pomp's Tire Service, INC.	04/27/2023	34.50
88466	TP	Tracey Pugh	04/27/2023	227.51
88467	RAD300	Radar Shop	04/27/2023	747.00
88468	Rexius	Rexius	04/27/2023	128.00
88469	ROGER	Rogers Machinery Company, Inc.	04/27/2023	738.36
88470	MS	Michael Sherman	04/27/2023	1,043.00
88471	TANG	Tangent	04/27/2023	561.80
88472	TWOC	The Wash on Coburg	04/27/2023	30.00
88473	ULINE	Uline	04/27/2023	335.39
88474	Valvln	Valvoline Instant Oil Change	04/27/2023	114.72
88475	OSGP	Voya-Oregon Savings Growth Plan	04/27/2023	200.00
88476	WelWel	Welt & Welt, Inc	04/27/2023	1,170.27
88477	Wirework	Wire Works, LLC	04/27/2023	3,256.44
Total for 4/27/2023:				21,771.04
88478	AERZEN	Aerzen USA Corporation	05/03/2023	849.73
88479	ANA165	Analytical Laboratory Group	05/03/2023	338.00
88480	BalMan	Mandy Balcom	05/03/2023	155.89
88481	BRA344	Branch Engineering	05/03/2023	56,487.45
88482	CHUCKJ	Chuck Jones	05/03/2023	4,999.99
88483	CINTA	Cintas Corporation	05/03/2023	750.46
88484	DOCU	DocuTRAK Imaging, Inc.	05/03/2023	64.00
88485	EDMS	EDMS	05/03/2023	1,523.83
88486	EME131	Emerald People's Utility	05/03/2023	24.18
88487	FCSG	FCS Group	05/03/2023	2,680.00
88488	HDEPOT	Home Depot Credit Services	05/03/2023	960.37

Check No	Vendor No	Vendor Name	Check Date	Check Amount
88489	NOR146	NW Natural	05/03/2023	310.63
88490	PEST	Pest Management Services	05/03/2023	47.00
88491	Rexius	Rexius	05/03/2023	400.00
88492	SSW	Sierra Springs	05/03/2023	198.35
88493	ARC242	SPOK, INC.	05/03/2023	59.61
88494	TAG	The Automation Group, Inc.	05/03/2023	517.00
88495	USA426	USA Blue Book	05/03/2023	519.00
Total for 5/3/2023:				70,885.49
88496	ANA165	Analytical Laboratory Group	05/10/2023	338.00
88497	BRA344	Branch Engineering	05/10/2023	2,094.45
88498	BOLI	Bureau of Labor & Industries	05/10/2023	397.69
88499	CWENTZ	Caitlin H. Wentz	05/10/2023	10.00
88500	CAR476	Carquest Auto Parts	05/10/2023	419.96
88501	CEther	Cassidy Etherton	05/10/2023	10.00
88502	CenLin	CenturyLink	05/10/2023	56.98
88503	CINTA	Cintas Corporation	05/10/2023	225.99
88504	DMVRS	DMV Record Services	05/10/2023	3.00
88505	EDMS	EDMS	05/10/2023	946.41
88506	ESALMONC	Elise M. Salmond	05/10/2023	10.00
88507	EME131	Emerald People's Utility	05/10/2023	6,255.35
88508	EROBIN	Emily A. Robinson	05/10/2023	10.00
88509	FARCHU	Floyd Archuleta	05/10/2023	10.00
88510	HERC	Herc Rentals Inc.	05/10/2023	188.66
88511	HUNTER	Hunter Communications	05/10/2023	315.46
88512	JGORD	James A. Gordon	05/10/2023	10.00
88513	KBART	Kirsten H. Bartlett	05/10/2023	10.00
88514	Lanfin	Lane County Finance Department	05/10/2023	303.35
88515	LESST	Les Schwab Tire	05/10/2023	1,661.83
88516	LGLG	Local Government Law Group P.C.	05/10/2023	2,180.50
88517	JLOND	London & Paris, LLP	05/10/2023	1,397.00
88518	LAGEORGE	Lori Ann George	05/10/2023	10.00
88519	STOM	Marilyn Stoneberg	05/10/2023	10.00
88520	MedTec	Med-Tech Resource LLC	05/10/2023	79.00
88521	MID-V	Mid-Valley Tractor Co.	05/10/2023	117.05
88522	ONE193	One Call Concepts, Inc.	05/10/2023	77.00
88523	OreRev	Oregon Dept. of Revenue	05/10/2023	1,133.78
88524	ODOTBANK	Oregon Transportation Infrastructure Bank	05/10/2023	9,995.00
88525	PacExc	Pacific Excavation, Inc.	05/10/2023	91,308.30
88526	PKELLY	Paul D. Kelly	05/10/2023	10.00
88527	PLAT	Platt	05/10/2023	3,646.84
88528	Rexius	Rexius	05/10/2023	63.00
88529	SSINGH	Shelby C. Singh	05/10/2023	10.00
88530	SHiggins	Spencer Higginson	05/10/2023	88.00
88531	SPD	SPRINGFIELD POLICE DEPARTMENT	05/10/2023	981.00
88532	Stap	Staples	05/10/2023	43.88
88533	TWOC	The Wash on Coburg	05/10/2023	22.50
88534	Verizon	Verizon Wireless	05/10/2023	906.81
88535	MWELS	Mary Wells	05/10/2023	60.00
88536	WEL250	Wells Fargo Bank	05/10/2023	508.40
88537	WelWel	Welt & Welt, Inc	05/10/2023	467.23
88538	WMCFADD	William G. McFadden	05/10/2023	10.00
88539	PhWill	Phillip Williams	05/10/2023	1,350.00
88540	WorkSite	WorkSite Solutions	05/10/2023	798.65
88541	RLEACH	Richard D. Leach	05/10/2023	10.00
88542	RHSMITH	Ronda K. Smith	05/10/2023	10.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Total for 5/10/2023:				128,571.07
88543	AllSea	All Seasons Equipment	05/17/2023	312.23
88544	ANA165	Analytical Laboratory Group	05/17/2023	338.00
88545	DJCorego	Bridge Tower OpCo, LLC	05/17/2023	333.96
88546	BOLI	Bureau of Labor & Industries	05/17/2023	432.70
88547	CenLin	CenturyLink	05/17/2023	116.00
88548	CIPLUS	CIVICPLUS	05/17/2023	3,800.00
88549	DEP167	Dept of Environment Quality	05/17/2023	3,190.00
88550	One7	One.7, Inc	05/17/2023	170,821.00
88551	PAC150	Pacific Power	05/17/2023	1,758.21
88552	TANG	Tangent	05/17/2023	561.80
88553	USbankSP	US Bank	05/17/2023	375,099.97
Total for 5/17/2023:				556,763.87
88554	911Sup	911 Supply Inc	05/23/2023	100.57
88555	AFL250	AFLAC	05/23/2023	536.64
88556	AllCert	ALLCert, LLC	05/23/2023	325.00
88557	ANA165	Analytical Laboratory Group	05/23/2023	140.00
88559	CAR476	Carquest Auto Parts	05/23/2023	47.10
88560	CenLin	CenturyLink	05/23/2023	272.95
88561	CINTA	Cintas Corporation	05/23/2023	68.26
88562	DEP375	Dept Consumer & Business	05/23/2023	2,181.12
88563	EME131	Emerald People's Utility	05/23/2023	148.21
88564	IRO100	Iron Mountain	05/23/2023	1,009.30
88565	LanLin	Language Line Services	05/23/2023	19.50
88566	MCKINLEY	McKinley Printing Co.	05/23/2023	102.00
88567	MidState	Mid-State Industrial Service inc	05/23/2023	1,047.50
88568	NEL100	Nelson Tree Svcs Inc	05/23/2023	3,400.00
88569	OHACas	OHA CASHIER	05/23/2023	1,125.00
88570	ORE014	Orenco Systems, Inc.	05/23/2023	713.76
88571	Stap	Staples	05/23/2023	409.34
88572	USA426	USA Blue Book	05/23/2023	758.96
88573	VA	Valley Agromomics LLC	05/23/2023	861.93
88574	WaltNels	Walter E. Nelson Co.	05/23/2023	229.60
88575	WelWel	Welt & Welt, Inc	05/23/2023	2,701.21
88576	PhWill	Phillip Williams	05/23/2023	150.00
Total for 5/23/2023:				16,347.95
88577	ANA165	Analytical Laboratory Group	05/31/2023	676.00
88579	CINTA	Cintas Corporation	05/31/2023	172.53
88580	EME131	Emerald People's Utility	05/31/2023	24.18
88581	FCSG	FCS Group	05/31/2023	440.00
88582	HDFow	HD Fowler Company	05/31/2023	486.28
88583	McCrom	McCrometer Inc	05/31/2023	4,363.32
88584	NOR146	NW Natural	05/31/2023	126.36
88585	PEST	Pest Management Services	05/31/2023	47.00
88586	SSW	Sierra Springs	05/31/2023	46.08
88587	TANG	Tangent	05/31/2023	561.80
88588	USA426	USA Blue Book	05/31/2023	161.15
88589	HDEPOT	Home Depot Credit Services	05/31/2023	1,370.09
Total for 5/31/2023:				8,474.79

Check No	Vendor No	Vendor Name	Check Date	Check Amount
88590	ANA165	Analytical Laboratory Group	06/07/2023	338.00
88591	ATH	Sara Athey	06/07/2023	48.13
88592	BRA344	Branch Engineering	06/07/2023	44,336.68
88593	CenLin	CenturyLink	06/07/2023	56.98
88594	CON188	Consolidated Supply Co.	06/07/2023	714.93
88595	DEP375	Dept Consumer & Business	06/07/2023	1,393.92
88596	DOCU	DocuTRAK Imaging, Inc.	06/07/2023	32.00
88597	Dsteve	Dylan M Stevens	06/07/2023	33.00
88598	GATE	Gatehouse Media- Eugene Advertising	06/07/2023	128.78
88599	Grainger	Grainger	06/07/2023	219.70
88600	HJConst	H&J Construction, Inc.	06/07/2023	20,213.02
88601	HDFow	HD Fowler Company	06/07/2023	1,670.02
88602	HUNTER	Hunter Communications	06/07/2023	315.46
88603	KOJam	James Kolstoe	06/07/2023	203.50
88604	LAN129	Lane Council of Governments	06/07/2023	11,546.11
88605	Lanfin	Lane County Finance Department	06/07/2023	247.31
88606	LCSO	Lane County Sheriff's Office	06/07/2023	16,709.18
88607	JLOND	London & Paris, LLP	06/07/2023	2,013.00
88609	NOR146	NW Natural	06/07/2023	234.42
88610	ONE193	One Call Concepts, Inc.	06/07/2023	65.80
88611	OreRev	Oregon Dept. of Revenue	06/07/2023	1,039.56
88612	Stap	Staples	06/07/2023	63.83
88613	TYLE	Tyler Technologies	06/07/2023	2,781.27
88614	TYR392	Tyree Oil, Inc.	06/07/2023	1,698.79
88615	Valvln	Valvoline Instant Oil Change	06/07/2023	93.48
88616	Verizon	Verizon Wireless	06/07/2023	914.41
88617	WelWel	Welt & Welt, Inc	06/07/2023	857.88
88618	WITZIG	Wyatt WITZIG	06/07/2023	49.13
88619	WorkSite	WorkSite Solutions	06/07/2023	618.00
Total for 6/7/2023:				108,636.29
88620	911Sup	911 Supply Inc	06/14/2023	634.13
88621	ANA165	Analytical Laboratory Group	06/14/2023	338.00
88622	CasCol	Cascade Columbia Dist Co	06/14/2023	915.16
88623	CenLin	CenturyLink	06/14/2023	254.26
88624	Dooley	Dooley Enterprises	06/14/2023	968.52
88625	EDMS	EDMS	06/14/2023	754.62
88626	IRO100	Iron Mountain	06/14/2023	504.65
88627	LAN129	Lane Council of Governments	06/14/2023	4,380.39
88628	LANE	Lane County	06/14/2023	10,000.00
88629	LCSO	Lane County Sheriff's Office	06/14/2023	5,016.00
88630	LEXI	Lexipol, LLC	06/14/2023	849.75
88631	MidState	Mid-State Industrial Service inc	06/14/2023	2,831.92
88632	NBS	National Business Solutions	06/14/2023	1,757.24
88633	PTSINC	Pomp's Tire Service, INC.	06/14/2023	260.00
88634	RVBD	Riverbend Materials	06/14/2023	236.54
88635	RoyFlu	Royal Flush Environmental	06/14/2023	1,188.00
88636	SAIF	SAIF CORPORATION	06/14/2023	1,182.17
88637	SegLaw	Segarra Law, LLC	06/14/2023	437.50
88638	MS	Michael Sherman	06/14/2023	1,737.00
88639	Stap	Staples	06/14/2023	88.49
88640	RSshop	The Radar Shop Inc.	06/14/2023	747.00
88641	TWOC	The Wash on Coburg	06/14/2023	52.50
88642	TYLE	Tyler Technologies	06/14/2023	404.25
88643	WFFL	Wells Fargo Financial Leasing, Inc.	06/14/2023	508.40

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Total for 6/14/2023:				36,046.49
88644	AFL250	AFLAC	06/29/2023	536.64
88645	ANA165	Analytical Laboratory Group	06/29/2023	676.00
88646	BRA344	Branch Engineering	06/29/2023	72,647.16
88647	DJCorego	Bridge Tower OpCo, LLC	06/29/2023	331.54
88648	CAR476	Carquest Auto Parts	06/29/2023	302.32
88649	CasCol	Cascade Columbia Dist Co	06/29/2023	3,469.37
88650	Petty	Petty Cash Reimbursement Cash	06/29/2023	86.94
88651	CenLin	CenturyLink	06/29/2023	272.95
88652	CINTA	Cintas Corporation	06/29/2023	96.43
88653	MAIN ST	Coburg Main Street	06/29/2023	18,500.00
88654	DOCU	DocuTRAK Imaging, Inc.	06/29/2023	32.00
88655	EME131	Emerald People's Utility	06/29/2023	5,686.06
88656	GovEth	Government Ethics Commission	06/29/2023	43.91
88657	Grainger	Grainger	06/29/2023	21.49
88658	HARVEY&P	Harvey & Price	06/29/2023	923.00
88659	HDFow	HD Fowler Company	06/29/2023	31.23
88660	HERC	Herc Rentals Inc.	06/29/2023	2,063.54
88661	HoleIn1	Hole In One Locating	06/29/2023	200.00
88662	HDEPOT	Home Depot Credit Services	06/29/2023	1,984.11
88663	JohnCon	Johnson Controls	06/29/2023	566.57
88664	LAN129	Lane Council of Governments	06/29/2023	1,642.70
88665	MidState	Mid-State Industrial Service inc	06/29/2023	1,717.28
88666	NOR146	NW Natural	06/29/2023	48.89
88667	OLDc	Oldcastle Infrastructure	06/29/2023	3,789.00
88668	PAC150	Pacific Power	06/29/2023	1,811.98
88669	PEST	Pest Management Services	06/29/2023	47.00
88670	JudgePW	Phillip Williams	06/29/2023	600.00
88671	PriWar	Printwear of Oregon	06/29/2023	979.60
88672	Qcontrol	Quality Control Services, Inc.	06/29/2023	650.00
88673	RVBD	Riverbend Materials	06/29/2023	886.82
88674	SSW	Sierra Springs	06/29/2023	197.60
88675	SKIP	Skip Tracer & Lads	06/29/2023	4,830.00
88676	SOS	SOS Septic Pumping LLC	06/29/2023	2,160.00
88677	Stap	Staples	06/29/2023	178.01
88678	SG	Stone Goat LLC	06/29/2023	2,362.50
88679	TANG	Tangent	06/29/2023	561.80
88680	TAG	The Automation Group, Inc.	06/29/2023	1,013.00
88681	WelWel	Welt & Welt, Inc	06/29/2023	1,156.06
88682	WHA	WHA Insurance Agency	06/29/2023	8,539.77
Total for 6/29/2023:				141,643.27
Report Total (280 checks):				1,532,187.83



KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

Public Sector Statement
June 30, 2023
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75 31 T 908 00000 R EM AO

CITY OF COBURG
GENERAL ACCOUNT
PO BOX 8316
COBURG OH 97408-1310

Questions or comments?
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Public Transaction
CITY OF COBURG
GENERAL ACCOUNT

Beginning balance 5-31-23	\$1,907,495.98
71 Additions	+645,760.93
96 Subtractions	-313,165.17
Net fees and charges	-417.90
Ending balance 6-30-23	\$2,239,673.84

Additions

Deposits	Date	Serial #	Source	
	6-1		Merchant Svcs Merch Dep 8008238142	\$236.50
	6-2		Merchant Svcs Merch Dep 8008238126	3,275.44
	6-2		Direct Deposit, Merchant S 8030298668	402.50
	6-2		Merchant Svcs Merch Dep 8008238142	390.00
	6-5		Direct Deposit, City of Coburg Cons Coll	30,377.20
	6-5		Merchant Svcs Merch Dep 8008238126	2,378.03
	6-5		Merchant Svcs Merch Dep 8008238142	215.00
	6-6		Direct Deposit, City of Coburg Cons Coll	2,862.00
	6-6		Merchant Svcs Merch Dep 8008238126	2,319.34
	6-6		Merchant Svcs Merch Dep 8008238142	175.00
	6-7		Key Capture Deposit	7,737.17
	6-7		Merchant Svcs Merch Dep 8008238126	6,619.45
	6-7		Key Capture Deposit	4,505.41
	6-7		Key Capture Deposit	265.00
	6-8		Merchant Svcs Merch Dep 8008238126	401.49
	6-9		Merchant Svcs Merch Dep 8008238126	351.24
	6-9		Direct Deposit, Pcs OR Trust Pcs OR Tr	173.60
	6-12		Merchant Svcs Merch Dep 8008238126	611.10
	6-12		Direct Deposit, Merchant S 8030298668	243.80
	6-13		Key Capture Deposit	12,874.75
	6-13		Merchant Svcs Merch Dep 8008238126	606.04
	6-13		Key Capture Deposit	50.00
	6-14		Merchant Svcs Merch Dep 8008238126	1,597.58
	6-14		Merchant Svcs Merch Dep 8008238142	145.00

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Public Sector Statement
June 30, 2023
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Additions
 (con't)

<i>Deposits</i>	<i>Date</i>	<i>Serial #</i>	<i>Source</i>	
	6-15		Direct Deposit, Pcs OR Trust Pcs OR Tr	2,608.55
	6-15		Merchant Svcs Merch Dep 8008238126	1,177.46
	6-16		Merchant Svcs Merch Dep 8008238126	1,656.81
	6-20		Merchant Svcs Merch Dep 8008238126	1,223.40
	6-20		Merchant Svcs Merch Dep 8008238142	755.00
	6-20		Merchant Svcs Merch Dep 8008238126	498.31
	6-21		Key Capture Deposit	29,152.53
	6-21		Key Capture Deposit	8,859.76
	6-21		Key Capture Deposit	907.25
	6-21		Merchant Svcs Merch Dep 8008238142	882.00
	6-21		Direct Deposit, Pcs OR Trust Pcs OR Tr	657.25
	6-21		Merchant Svcs Merch Dep 8008238126	164.25
	6-21		Direct Deposit, Merchant S 8030298668	143.75
	6-22		Merchant Svcs Merch Dep 8008238126	1,875.13
	6-22		Direct Deposit, Merchant S 8030298668	184.00
	6-22		Merchant Svcs Merch Dep 8008238142	75.00
	6-23		Key Capture Deposit	10,652.33
	6-23		Key Capture Deposit	1,614.97
	6-23		Merchant Svcs Merch Dep 8008238126	829.80
	6-23		Key Capture Deposit	185.00
	6-26		Merchant Svcs Merch Dep 8008238126	837.99
	6-26		Merchant Svcs Merch Dep 8008238142	100.00
	6-27		Merchant Svcs Merch Dep 8008238126	1,250.00
	6-27		Merchant Svcs Merch Dep 8008238142	265.00
	6-28		Key Capture Deposit	26,316.10
	6-28		Key Capture Deposit	21,214.49
	6-28		Key Capture Deposit	8,471.36
	6-28		Key Capture Deposit	1,077.00
	6-28		Merchant Svcs Merch Dep 8008238126	916.67
	6-28		Merchant Svcs Merch Dep 8008238142	265.00
	6-28		Direct Deposit, Pcs OR Trust Pcs OR Tr	146.93
	6-28		Direct Deposit, Merchant S 8030298668	86.25
	6-28		Key Capture Deposit	50.00
	6-29		Key Capture Deposit	218,125.19
	6-29		Key Capture Deposit	18,023.47
	6-29		Key Capture Deposit	14,142.08
	6-29		Key Capture Deposit	2,253.89
	6-29		Deposit Branch 0067 Oregon	1,205.00
	6-29		Deposit Branch 0067 Oregon	315.00
	6-29		Deposit Branch 0067 Oregon	100.00
	6-29		Deposit Branch 0067 Oregon	100.00
	6-29		Merchant Svcs Merch Dep 8008238142	100.00
	6-29		Deposit Branch 0067 Oregon	50.00
	6-29		Deposit Branch 0067 Oregon	50.00
	6-30		Direct Deposit, Oregon St Treas Lgip ACH	150,000.00
	6-30		Direct Deposit, Merchant S 8030298668	36,209.72
	6-30		Merchant Svcs Merch Dep 8008238126	1,174.60
			Total additions	\$645,760.93



Subtractions

Paper Checks

* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
88508	6-5	\$10.00	88592	6-14	44,336.68	88620	6-21	634.13
*88513	6-21	10.00	88593	6-14	56.98	88621	6-20	338.00
*88554	6-2	100.57	88594	6-12	714.93	88622	6-20	915.16
88555	6-5	536.64	88595	6-13	1,393.92	88623	6-20	254.26
88556	6-2	325.00	88596	6-15	32.00	88624	6-22	968.52
*88559	6-1	47.10	*88599	6-13	219.70	88625	6-16	754.62
*88561	6-7	68.26	88600	6-16	20,213.02	88626	6-22	504.65
88562	6-2	2,181.12	88601	6-12	1,670.02	88627	6-20	4,380.39
*88568	6-2	3,400.00	88602	6-15	315.46	88628	6-27	10,000.00
*88572	6-12	758.96	88603	6-16	203.50	88629	6-22	5,016.00
*88576	6-1	150.00	88604	6-13	11,546.11	88630	6-21	849.75
88577	6-6	676.00	88605	6-16	247.31	88631	6-16	2,831.92
*88579	6-14	172.53	88606	6-13	16,709.18	88632	6-21	1,757.24
88580	6-8	24.18	88607	6-27	2,013.00	88633	6-26	260.00
88581	6-7	440.00	*88609	6-12	234.42	88634	6-21	236.54
88582	6-5	486.28	88610	6-14	65.80	88635	6-20	1,188.00
88583	6-7	4,363.32	88611	6-12	1,039.56	88636	6-20	1,182.17
88584	6-6	126.36	88612	6-14	63.83	88637	6-30	437.50
88585	6-7	47.00	88613	6-14	2,781.27	88638	6-15	1,737.00
88586	6-13	46.08	88614	6-20	1,698.79	88639	6-20	88.49
88587	6-13	561.80	88615	6-14	93.48	88640	6-20	747.00
88588	6-20	161.15	88616	6-21	914.41	88641	6-20	52.50
88589	6-9	1,370.09	88617	6-13	857.88	88642	6-20	404.25
88590	6-14	338.00	88618	6-14	49.13	88643	6-22	508.40
88591	6-14	48.13	88619	6-16	618.00	*88650	6-29	86.94
						Paper Checks Paid		\$160,670.38

Withdrawals	Date	Serial #	Location	
	6-1		Direct Withdrawal, OR Revenue Dept Taxpayment	\$2,941.52
	6-1		Merchant Svcs Merch Fee 8008238126	1,807.03
	6-1		Merchant Svcs Merch Fee 8008238142	128.13
	6-2		Direct Withdrawal, Merchant S 8030298668	2,084.67
	6-5		Direct Withdrawal, Invoice PA0008Mfbilling	134.50
	6-6		Direct Withdrawal, City of Coburg Dir Dep	34,023.87
	6-6		Direct Withdrawal, Cis Trust 5037633834	25,585.82
	6-12		Direct Withdrawal, Employer Contrb Pers Cntrb	15,597.27
	6-12		Direct Withdrawal, Employer Contrb Pers Cntrb	5,032.92
	6-12		Direct Withdrawal, KeyBank Auto Pymt	4,201.67
	6-12		Direct Withdrawal, Asi Asi Fees	22.50
	6-12		Direct Withdrawal, Employer Contrb Pers Cntrb	13.66
	6-14		Direct Withdrawal, Irs Usataxpymt	11,034.18
	6-14		Direct Withdrawal, OR Revenue Dept Taxpayment	3,116.19
	6-15		Direct Withdrawal, Asi Hc230524	410.00
	6-15		Direct Withdrawal, Asi Dc230524	5.00
	6-20		Direct Withdrawal, City of Coburg Dir Dep	31,671.14
	6-20		Direct Withdrawal, Invoice PA0008Shbilling	109.50
	6-28		Direct Withdrawal, Irs Usataxpymt	10,335.07
	6-28		Direct Withdrawal, OR Revenue Dept Taxpayment	2,940.15
	6-28		Direct Withdrawal, Hra Veba Withdrawal	1,300.00
Total subtractions				\$313,165.17

Public Sector Statement
June 30, 2023
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**Fees and
charges**

<i>Date</i>		<i>Quantity</i>	<i>Unit Charge</i>	
6-8-23	May Analysis Service Chg	1	417.90	-\$417.90
Fees and charges assessed this period				-\$417.90

See your Account Analysis statement for details.



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P.O. Box 93885
Cleveland, OH 44101-5885

Public Sector Statement
June 30, 2023
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31 T 67 00000 R EM AO
COBURG URBAN RENEWAL AGENCY
PO BOX 8316
COBURG OR 97408-1310

Questions or comments?
Call our Key Business Resource Center
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Public Transaction NOW
COBURG URBAN RENEWAL AGENCY

Beginning balance 5-31-23	\$25,224.40
Interest paid	+8.30
Ending balance 6-30-23	\$25,232.70

**Interest
earned**

Annual percentage yield (APY) earned	0.40%
Number of days this statement period	30
Interest paid 6-30-23	\$8.30
Interest earned this statement period	\$8.29
Interest paid year-to-date	\$25.95

**Fees and
charges**

See your Account Analysis statement for details.



KeyBank
P.O. Box 93885
Cleveland, OH 44101-5885

Public Sector Statement
June 30, 2023
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31 RTMIX T 908 00000 R EM AO
CITY OF COBURG
POLICE EVIDENCE TRUST
PO BOX 8316
COBURG OR 97408-1310

Questions or comments?
Call our Key Business Resource Center
1-888-KEY4BIZ (1-888-539-4249)

Public Transaction
CITY OF COBURG
POLICE EVIDENCE TRUST

<u>Beginning balance 5-31-23</u>	<u>\$100.00</u>
Ending balance 6-30-23	\$100.00

**Fees and
charges**

See your Account Analysis statement for details.



Account Statement - Transaction Summary

For the Month Ending June 30, 2023

COBURG CITY OF - COBURG CITY OF / URBAN RENEWAL DISTRICT - 5968

Oregon LGIP		Asset Summary	
Opening Balance	67,120.81	June 30, 2023	May 31, 2023
Purchases	9,228.33	76,349.14	67,120.81
Redemptions	0.00		
		Total	\$67,120.81
Closing Balance	\$76,349.14		
Dividends	238.27		



For the Month Ending June 30, 2023

Account Statement

COBURG CITY OF - COBURG CITY OF / URBAN RENEWAL DISTRICT - 5968

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
06/14/23	06/14/23	Lane County - Tax Seg May 1-31, 2023	1.00	7,798.76	67,120.81
06/30/23	06/30/23	Lane County - Tax Seg June 1-15, 2023 & Interest Earnings	1.00	1,191.30	74,919.57
06/30/23	07/03/23	Accrual Income Div Reinvestment - Distributions	1.00	238.27	76,110.87
Closing Balance					76,349.14

Opening Balance		Closing Balance	76,349.14
Purchases		Average Monthly Balance	71,587.76
Redemptions		Monthly Distribution Yield	4.05%

Closing Balance	76,349.14	Fiscal YTD July-June	76,349.14
Dividends	238.27		7,123.89



For the Month Ending June 30, 2023

Account Statement - Transaction Summary

COBURG CITY OF - COBURG CITY OF / SDC - 3711

Oregon LGIP		Asset Summary	
Opening Balance	1,301,047.90	June 30, 2023	May 31, 2023
Purchases	4,330.89	1,305,378.79	1,301,047.90
Redemptions	0.00		
Closing Balance	\$1,305,378.79	\$1,305,378.79	\$1,301,047.90
Dividends	4,330.89		



For the Month Ending June 30, 2023

Account Statement

COBURG CITY OF - COBURG CITY OF / SDC - 3711

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
06/30/23	07/03/23	Accrual Income Div Reinvestment - Distributions	1.00	4,330.89	1,301,047.90
Closing Balance					
					1,305,378.79
					1,305,378.79

Opening Balance			Closing Balance	1,305,378.79
Purchases	1,301,047.90		Average Monthly Balance	1,301,192.26
Redemptions	4,330.89		Monthly Distribution Yield	4.05%

Closing Balance	1,305,378.79	Fiscal YTD July-June	1,305,378.79
Dividends	4,330.89		38,311.75



Account Statement - Transaction Summary

For the Month Ending June 30, 2023

COBURG CITY OF - COBURG CITY OF / GENERAL FUND SAVINGS - 3784

Oregon LGIP		Asset Summary	
Opening Balance	176,842.96	June 30, 2023	May 31, 2023
Purchases	588.67	177,431.63	176,842.96
Redemptions	0.00		
Closing Balance		\$177,431.63	\$176,842.96
Dividends	588.67		



For the Month Ending June 30, 2023

Account Statement

COBURG CITY OF - COBURG CITY OF / GENERAL FUND SAVINGS - 3784

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
06/30/23	07/03/23	Accrual Income Div Reinvestment - Distributions	1.00	588.67	176,842.96
Closing Balance					
					177,431.63
Closing Balance					
					177,431.63

Opening Balance			Closing Balance
Purchases	176,842.96	271,815.77	177,431.63
Redemptions	588.67	5,615.91	176,862.58
	0.00	(100,000.05)	4.05%

Closing Balance	177,431.63	177,431.63
Dividends	588.67	5,615.91



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: TMDL Annual Council Report & Update of New 5yr Matrix

Meeting Date: August 8th 2023
Staff Contact: Brian Harmon
Contact: 541-682-7857
brian.harmon@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Informational Only

Suggested motion:

N/A

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

City Council Goal – Utilities and Infrastructure Capacity also Livability, Health, and Vitality

HISTORICAL/BACKGROUND

TMDL (Total Maximum Daily Load)

The total maximum daily load (TMDL) Implementation Plan is a requirement for the City of Coburg. This Plan describes the strategies that the City will implement to reduce temperature, bacteria, and mercury pollution in the Upper Willamette Sub basin of the Willamette River. Implementation Plans from designated management agencies (DMAs) are required to comply with the Willamette Basin TMDL order, and to help meet pollutant load allocations for the Upper Willamette Sub basin as approved by the US Environmental Protection Agency (EPA) in September 2006.

The overarching goal of this Implementation Plan is to minimize or, wherever possible, eliminate heat, bacteria, and mercury contributions to surface waters within the jurisdictional control of the City of Coburg. Through a multi-faceted approach of incentives, land use mechanisms, public operations, partnerships, and education, this plan targets specific sources of contamination within the city's jurisdiction.

The City of Coburg has been working the last 12 months on updating the mercury portion of the plan and also updating the 5 year Matrix with the DEQ for implementation. As part of our plan every year we need to update the governing body as to what was accomplished throughout the year. We use the TMDL Matrix as the Annual Report to DEQ. Listed below is the breakdown of how this is done.

- 1) Strategy (this is what or the “task” we plan on doing)
- 2) Implementation (this is how we plan to undertake the task or project)
- 3) Benchmarks (this is where we quantify or keep track of where we are in this task or project listed)
- 4) Measure (this is how we will measure the success or failure of each strategy)
- 5) Expected Timelines (This is where we lineout how long it may take to complete a task or a project listed in the matrix)
- 6) Status Update (we use this to let DEQ, residents, and the Governing Body know where we are and if we made our benchmarks and timelines for certain tasks and projects)

Staff will provide more information on the highlights of what we accomplished in the last year with the presentation of the 2022 Annual Report in the “status Update” Colum.

BUDGET

In the current fiscal year budget, the City has added completion of the Stormwater Master Plan. The budget for this is \$60,000. Various other projects are listed and are accounted for in the budget within the Matrix.

PUBLIC INVOLVEMENT

None at this time.

NEXT STEPS

- Continue working on the TMDL Matrix and with DEQ on completing tasks and projects listed in the new 5 year matrix
-

ATTACHMENTS

- A. 2022 TMDL Annual Report
 - B. New 5 year TMDL Matrix for 2023-2028
-

REVIEWED BY:

Anne Heath, City Administrator

City of Coburg TMDL 5-year Implementation Matrix 2023-2028: Mercury TMDL Updates
Waterways within Coburg are Muddy Creek Irrigation Ditch and the Mill Slough

Formatted

Pollutant	Source	Strategy	Implementation	Benchmark	Measure	Timeline	Funding	Status Update
Temperature	Solar radiation	1. Protect and enhance existing shading vegetation.	a. Maintain Goal 5 inventory and protect and enhance Coburg local wetlands and riparian area inventory listed in ordinance A-237.	Number of documented violations decrease overtime. Aerial photos of the inventory show increases in health vegetation.	Track the number of violations and follow-up actions. Document aerial photos or visual changes every other year	Year 1-5 continuation of ordinance enforcement; annual review Years 2-and-4 1, 3, and 5: Assessment of aerial imagery photos; every other year	Grant. Park/Street	
		2. Provide outreach and education to property owners about importance of riparian functions, protection and enhancement.	a. Include information in the city newsletter on a semi-annual basis.	Information to be included in newsletter is available for distribution	Track and document information included in newsletter	Years 1-5: Develop and distribute outreach materials twice a year.	Street	
		3. Perform tree planting on available city property.	a. The city participates in an annual Arbor day celebration by planting trees with the local school children	Budgeted for annual Arbor day celebration activity.	Location and the number of trees planted.	Years 1-5: Trees planted on city property each year	Parks/street	
	Waste water Treatment plant discharge	1. Maintain low effluent temperature.	a. Maintain compliance with current NPDES permit requirements. Utilize the plants cooling water system to maintain lower temperatures.	Perform testing of the effluent discharge. File test results, Compliance benchmark with current NPDES permit.	Monitor effluent temperatures/test results.	Ongoing; annual review	Sewer	
Pollutant	Source	Strategy	Implementation	Benchmark	Measure	Expected Timeline	Funding	Status Update
Bacteria	Pet and animal waste	1. Reduce the amount of pet waste that is not properly disposed of.	a. Install additional pet waste stations b. Maintain current stations. c. Enforce existing pet waste pick-up ordinance ORD A-171.	Determine locations and prepare news release to inform residents about new stations. Review ordinance and complete pet waste station strategy Add more stations as space is available.	Pet waste stations installed. Track number of bags used or cost to supply bags on annual basis. Track the number of citations issued.	Year 1-5: Keep pet waste stations supplied and track enforcement of ORD A-171. Year 2-3: Installation of new stations in 2019-2020.	Parks	

	Wastewater treatment plant.	1. Maintain compliance with the current NPDES permit for the facility.	a. Perform regular inspections and tests of the effluent quality leaving the plant.	Follow current Benchmarks set by the current NPDES permit. Perform the weekly Bacteria testing with QC.	Lab testing of effluent with tracking and filing of lab results.	Existing; on-going.	Sewer	
Pollutant	Source	Strategy	Implementation	Benchmark	Measure	Expected Timeline	Funding	Status Update
Mercury	Pollution Prevention and Good Housekeeping for Municipal Operations	1. Properly operate and maintain its facilities using prudent pollution prevention and good housekeeping to reduce discharge of mercury related pollutants.	The city will obtain a 1200-Z permit for any facility that requires one.	If the city obtains a facility with industrial activity.	Record retention of activities that will require a 1200-Z.	To be determined	Water/Wastewater budget	
	Erosion and sedimentation	1. Develop bio swale management program.	a. Develop and implement a bio swale inspection program and schedule	1. Inspect bioswales on a quarterly basis or more often depending on conditions, e.g. heavy storms, draught etc. 2. Follow BMP for bio swale maintenance quarterly.	Fill out inspection forms. Track the number of inspections and repairs.	Year 1: Develop inspection program and schedule Year 2: Implement, and track inspections, issues and follow-up actions.	Street	
		2. Provide training opportunities for public works staff	a. Staff attend at least one training a year, e.g. training may include erosion and sediment control BMPs, inspection protocols, complaint response, and other topics related to program implementation.	Attend at least one course annually to ensure proper practices are being implemented.	Track and document courses attended, topics covered, and staff that attended	Year 1: Identify staff that will attend trainings, and which trainings or certifications will be pursued. Years 1-5: Staff will attend relevant training at least one time a year.	Street	
		3. Reduce erosion and sediment from development	a. Require erosion and sediment control plan and proof of DEQ 1200-C permit coverage for new development and/or redevelopment activities that disturb one- acre or more b. Follow development code for new	Include 1200-C permit information in building permit packet or at permit counter c. Draft erosion and sediment control requirement from one half acre to one acre in the development code.	a. Track and document that all development that disturbs one acre or more has a DEQ 1200-C permit. b. Track and document the	a. Year 1-3: Work with planning to draft amendment to current permit requirements. Year 4-5: annual review b. City's sediment erosion and	Planning	

			development and redevelopment until new code is adopted to cover one half acre.		number of erosion and sediment control plans.	control plan requirements for developments ½ acre or more to be completed and fully implemented by March 3, 2031		
		4. Post construction site runoff	a. Follow current development code for new development and redevelopment. (Coburg Zoning Code Article VII, Section 5)	1. Ensure proper post construction site runoff plans are met during planning phase. 2. Perform inspections post construction before finalizing permit. 3. Perform annual inspections of stormwater system. 4. Require maintenance agreements for any privately owned stormwater facilities	1. Track and document stormwater controls during planning phase. 2. Track and document results of inspections of stormwater system post construction. 3. Track and document results of annual inspections of stormwater system.	Year 1-5: Annually		
		escalating enforcement and response procedures	b. Follow written enforcement and response procedures outlined in Ordinance A-108-1, sections 54-62 for all qualifying construction sites.	Continue implementing current enforcement and response procedures.	Keep records of violations and repeat violations.	Year 1-5: Annually		
	Illicit Discharge	1. Enforce illicit discharge/illegal dumping ordinances; respond to and address illicit discharges	Enforce Nuisance Ordinance A – 108 – 1, which includes water pollution, placed waste, solid waste (debris) and other discharges	Continue to enforce ordinance Revise code to include allowable non-stormwater discharges	Track and document violations, follow-up and enforcement actions	Ongoing; annual review Revised code completed and begin implementation by March 3, 2027	Sewer/parks/streets	

			Develop a complaint form available at city hall and online for community members to report illicit discharges or illegal dumping; clearly identify on the city's website what phone number to call if someone has a concern about an illicit discharge or illegal dumping.	All complaints are to be responded to within three working days	Track complaints received and follow-up actions	Year 1: Develop complaint form; clearly identify phone number to call on city's website if someone has a report of an illicit discharge or illegal dumping. Year 2: Send a form to everyone in the local newsletter. Years 3-5: Continuous use of the form for complaints.		
	Public Outreach and Education	1. Provide outreach education to local students.	Presentation of the effects of storm water issues in the community using city website and other outreach and education tools/ methods. 1. Public works will promote a booth at local city events. 2. Review city website annually to keep information relevant.		Perform at least one qualitative assessment on annual basis for one outreach/ education effort	Year 1: draft education presentation materials. Year 2: Education outreach effort will be designed with a qualitative assessment. Year 3-5: Continuation of program		
	Public Involvement and Participation	1. Present TMDL reports and five year matrix updates at City Council meeting. 2. Provide Public opportunities to participate in stormwater control measures.	Follow current public notice requirement procedures as well as continuing to keep the city website up to date with TMDL related materials, contact information, and education materials.	Annually, present TMDL report to city council.	Retain documentation of city Council meetings as well as public notices related to stormwater. Document any changes to city website in relation to TMDL.	Year 1-5: continue presenting annual TMDL reports to city council.		
	Storm water Runoff	1. Develop and maintain up-to-date map of catch basins and stormwater conveyance system	a. Update map as needed	Map of stormwater conveyance system is current	Map of stormwater conveyance system is current	Year 1: Review all catch basins and other stormwater conveyance owned or maintained by the city and confirm system map is current Years 2-5: Update map as needed	Street	

		2. Catch Basin Cleaning and repair and maintenance of pipes and culverts	a. Perform inspections of existing pipes and culverts; clean catch basins on annual basis and repair infrastructure as needed	Catch Basins inspected and cleaned on an annual basis; repair pipe and culverts as needed.	Track Catch Basin cleaned per year, and number and locations of pipe and culvert repairs	Years 1-5: Perform inspections; track issues and repairs	Street	
Pollutant	Source	Strategy	Implementation	Benchmark	Measure	Expected Timeline	Funding	Status Update
All Pollutants	Riparian restoration.	1. Engage with the ~~Linn and Lane county soil and water conservation districts.~~ <u>Muddy Creek Irrigation Project</u>	a. Attend meetings, record and file information gained. b. Meet with SWCD staff to discuss opportunities to better engage with Muddy Creek Irrigation ~~District~~ <u>Project</u> water users	~~Biannual~~ <u>Quarterly</u> attendance.	Track the number of meetings attended, document discussions <u>with irrigation district</u> and next steps for engaging irrigation district.	Years 1-5: attend meetings ~~two times a year.~~ <u>Quarterly</u> ~~Years 1-3: Meet with SWCD(s) at least one time to discuss joint effort to engage irrigation ditch water users; document outcome(s) of meeting.~~	Admin	
	Storm water runoff	Develop storm water master plan	Create and adopt storm water master plan	Annual reviews of the plan.	Perform revision every five years.	Year 1: Develop draft plan. Year 2: Implement plan. Year 5: Review plan at least once every five years	SDC/General	
		1. Reduce debris and materials that enter stormwater conveyance system and local waterbodies	~~Determine feasibility of initiating a street sweeping program;~~ <u>Develop street sweeping schedule/program.</u> provide street sweeping services.	Evaluate street sweeping program annually ~~and develop funding needs~~	~~Develop cost analysis for a street sweeping program.~~ <u>Document amount of debris removed during sweeping.</u>	~~Year 1: complete a cost analysis of starting a street sweeping program; identify resources available or needed to support program.~~ <u>Year 1: Draft street sweeping schedule.</u> ~~Year 2: If needed, develop and submit grant application to support street sweeping program.~~ ~~Year 2-5: Pending grant or budget, implement street sweeping program.~~ <u>Implement street sweeping program.</u>	General funds Grant Grant/Street	

	Waste	1. Provide information and education for safe disposal/recycling options for items such as fluorescent bulbs and hazardous waste .	a. Inform the public of events or locations to dispose of their hazardous waste. b. Advertise county wide collection events sponsored by county or other entities	Provide annual education to the public regarding the importance of proper disposal of hazardous items containing mercury.	Track and save records of events and newsletters sent regarding the locations.	Year 1-5: Ongoing; annual review	General/street/parks	
		~~2. Determine the cities capacity to provide the public with an opportunity to dispose Provide information and education of how to dispose of hazardous waste.~~	~~a. determine feasibility. b. Work with local partners to offer city wide clean up annually. c. advertise county wide collection events sponsored by county or other entities~~	~~Local partnership established. Event held.~~	~~Track the volume of materials received and outreach and education about collection events~~	~~Year 1: determine Feasibility and potential partnerships. Years 2-5: Based on feasibility study, provide annual collection event for community members. Years 1-5: Provide outreach and education through newsletter and/ or website about collection events.~~	~~General/street/parks~~	
	Public outreach and education activities.	Inform the public of the impact they have on the TMDL. Add to website	Write an article in the local news letter on best practice management practices. Add to website	Address a topic on a biannual basis	Track outreach efforts	Year 1-5: Biannual	Parks/streets	
		Keep City Council aware of TDML program implementation, successes, challenges, and funding needs.	Present TMDL matrix and annual report or five-year review to City Council at least once a year	TMDL program staff are on the City Council meeting agenda	Document meeting presentation date and agenda	Years 1-5: annually	Admin/general	
	Staff Training	1.training for pest management.	Provide training to public works crew training on proper pesticide and fertilizer application rates and techniques	Perform training every two years	Document training and report every two years.	Years 1-5	Parks dept	
		2. staff training in spill response.	Provide spill training and refresher courses to staff initially responding to spills.	Perform annually.	Track the number of staff in attendance.	Year 1-5 annually	Streets dept.	
		3. Promote staff education related to Environmentally friendly solutions	Participate in and attend environmental and water quality related professional meetings and conferences.	Attend at least one meeting or conference annually	Track the number of meetings and staff in attendance	Year 1-5 annually	Water/sewer dept.	



CITY OF COBURG • P.O. BOX 8316 • COBURG

OREGON 97408 • 541-682-7856 FAX 541-338-4368

DATE: 6-29-23**RE: 2022 TMDL Annual Report for City of Coburg**

The City of Coburg would like to present their 2022 annual report for the TMDL. We are pleased to inform the DEQ that we meet many of the goals as you will see in our Status Updates. Please feel free to reach out with any questions you may have regarding the report presented.

Thanks


Brian Harmon
Public Works Director
91136 N. Willamette St. | PO Box 8316
Coburg, OR 97408
P: **541-228-8281**
brian.harmon@ci.coburg.or.us
www.coburgoregon.org

COBURG CITY COUNCIL MONTHLY REPORTS



TOPIC: City Administration Report

Meeting Date: August 8, 2023

Staff Contact: Anne Heath, City Administrator

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

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

City Administrator

Adam Hanks reported to work on July 31, 2023 as City Administrator. He will be sworn in at the August 8, 2023 City Council Meeting.

Water Project

- Well drill has been completed and we are in the GPM analysis phase.
- SKADA design is in process.
- The City received a letter informing us that our **Delineation for the Premier RV Water Line** has been approved with revisions. This still requires some work on our part which will take more time. Because this is not getting us permission to run the water line yet, and Premier RV is experiencing water issues, I have requested an emergency permit to lay a temporary line until such time that we are approved for the final line. This requires laying the pipe on top of the ground and covering it with 30 inches of fill dirt. This is a simple application and design that must be approved through the Oregon Health Authority. It is anticipated it will take two weeks to a month after submittal of the permit.
- North Willamette and Van Duyn Water Line replacement is in process

Street Projects

- **Macy/Harrison/North Willamette** – Design is in process
- **Transportation Group** – Met on July 12th. Invited to this meeting was ODOT, Lane County Transportation staff, Commissioner Heather Buch, Jae Pudewell, and members of the Regional Solutions Team. All agencies were represented. There were two topics discussed including the I-5 interchange and the North Willamette and Van Duyn Intersection. ODOT has requested 60 days to review interchange documents and make some suggestions for moving the project forward. The City Engineer will forward a both a short-term and a longer term solution for the intersection. This meeting was highly productive and helpful for all parties.

- **Annual Preservation** –Annual preservation of City Streets began the week of July 31. The preservation is focused on Miller, Mill, Sarah, Rustic and Shane.
- **Collector Street Project** – Because there was not a certified MPO agency to manage our collector street project, we were able to swap local funds with Lane County. This swap allows for Coburg to manage our own project because it is not technically federal dollars being used. The design of the project will begin in the fall with construction happening in the summer/fall of 2024.

Park Projects

- **Pavilion Park Planning** – Final Design Phase is taking place.

Public Works Operations Center – Bid Process has been completed and awarded. See Staff report under a different tab.

Upcoming Meetings

August 10 Finance Audit
 August 15 Park Tree Committee
 August 16 Planning Commission

DEPARTMENTS AND OPERATIONS

City Recorder

- July 11th to August 8th managed three and canceled three Public Meetings. All Public meeting are noticed, electronic and paper retention completed, minutes drafted, signed and recorded.
- Completed 6 lien searches.
- Recorded ten sewer easements and one deed with Lane County Deeds and Records.
- Minutes

Administration Front Office - Prepared by Sammy Egbert

- Administrative General
 - 4 Citizen Inquiries
 - 2 Facility Right of Way permits
 - 7 Park rental applications
 - Noxious Vegetation compliance notices
- **Social Media** regular posts including public meeting reminders, meeting updates, Councilors bios, public work project updates, emergency alerts and more.
- Website

- Manage the public meeting calendar, posting agendas, packet material and approved minutes.
- City Councilor page was updated. Contact links to Councilors emails were tested and are working.
- Cash Receipts processed daily, reconciled, entered and submitted to Finance for deposit.
- Coordinated Carpet Cleaning. Prepared the office and Council chambers for cleaning and coordinated with all departments for after hour coverage for 2 nights.

Utility Billing – Prepared by Sammy Egbert

- **Limited Income Assistance** Twenty customers will be receiving Utility Billing Limited Income Assistance for 2023-24. Customers were notified if they qualified. The new rates were updated in billing system and will be reflected on the bill that goes out in August 10th.
- **Water and Sewer Rate Increase Implemented and will be reflected on the next billing. Revision Rate.** The increase was required revisions to 20 of the City's 30 Utility Billing Service Rates.

Finance

- See Finance Report under different tab

Planning – Prepared by Megan Winner

- SUB 02-20 & SUB 01-22: Construction continues in the Coburg Creek Subdivision. Permit for one new dwelling issued in July. Public improvements for the first addition have commenced construction;
- Approvals for three food trucks to be located at the food truck plaza at 91070 N. Willamette St. issued;
- Seven Structural/Plumbing/Mechanical/Electrical permits issued in July;
- Attended regional transportation meetings including Transportation Planning Committee, Safe Lane Transportation Coalition, Transportation Options Advisory Committee and Technical Advisory Sub-Committee (of MPC), Climate Friendly and Equitable Communities (CFEC) partner meetings with other MPO members and DLCD;
- Safe Lane Transportation Coalition is planning an Oregon Friendly Driver course at the IOOF in August for the Slow Down in Coburg! campaign;
- Heritage Committee exploring ideas for the next CLG grant cycle.

Public Works – Prepared by Brian Harmon

- **Streets and ROW.**
 - **Street**
 - **ROW**
 - Had crews continue mowing swales and ROW's
 - **Maintenance**
 - Trimmed trees throughout town(Pearl and Willamette)
 - Removed the large Maple on Pearl St
 - Street Sweeper
 - Everything East of Industrial Way
 - Street Sweeper caught fire and is at the shop for repairs
 - Watering of newly planted trees continues twice a week

Water Utility

- **Repairs**
 - **Leak Investigations**
 - 3
 - **Projects**
 - Crews spent time helping Contractor on Harrison and Macy St with turning valves for testing.
 - Lots of progress has been made on the new well.
- **Distribution System**
 - **New Service Installs**
 - 3
- **Sewer Utility**
 - **Collections**
 - **New Service Install**
 - 2 Inspections started
 - **Inspections**
 - 8
 - **Callouts**
 - 8
 - **Tank Pumping**
 - 1
 - **Plant Repairs & Major Maintenance**
 - Crews worked on the annual recovery cleans we do on the membranes at the treatment plant. This process takes 4 days total.
 - Hosted the annual visit from Viola (formally GE) for two days to help identify issues and troubleshoot small problems that we are seeing. Their representative was also helpful in inspecting the fibers of the membrane cassettes.

- Crews pulled and replaced a large pump at the plant. Ordered a new one at the cost of roughly \$10,000.
- **Parks Dept**
 - **Parks and Tree Committee**
 - Work continues with planning for Plaza design
 - Parks Committee Work Party was held at Pavilion Park
- **Misc.**
 - **Locates**
 - 37
 - **Work Orders**
 - 92

Municipal Court – Prepared by Mandy Balcom

- **July 2023 Activity Measures:**
 - **Citations (Crimes and Violations)**
 - New Citations for July 18, 2023 Court Date: 31
 - **July 2023 Receipts Including Collections,**
 - **Total Fines:** \$7,123.72 (total monies taken in for the month, nothing deducted),
compared to \$11,751.29 in July of 2022
 - **Net Fines:** \$5,324.00 (City share only, NOT including collections),
compared to \$8,790.50 in July of 2022
 - **July 2023 Professional Credit Service Collections:**
 - **Total Collection Revenue:** \$ 1,799.72
compared to \$2,960.79 in July of 2022
 - **Turned over to collection:** \$ 0
compared to \$ 10,807.00 in July of 2022

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

Other Information:

- **Upcoming Court Dates:**
 - August 1, 2023, Regular Court Session**
 - August 7, 2023, Bench Trial**
 - August 17, 2023, Jury Trial**
 - August 23, 2023, Jury Trial**
 - September 12, 2023, Regular Court Session**
 - September 13, 2023, Jury Trial**

- **Court Administrator to attend the LEDS State Conference in Seaside, OR- August 28th- August 31st, 2023.**

Police Department – Prepared by Chief Larry Larson

- The Department rehomed a dog to a military vet.
- Officer responded to a non-injury crash at the school.
- Officer investigated a stolen bike and bike parts.
- Officer used the CHETT program to provide an unhoused male Gatorade.
- Officer investigated a stolen car and is seeking a warrant for the suspect.
- Officer arrested a male for a misdemeanor warrant.
- Officers arrested a male for an alcohol DUII.
- Officer assisted another agency on a search warrant.
- Officer towed a vehicle after the driver fled on foot.
- Officer investigated a motor vehicle crash near the fire department.
- Officer investigated an unlawful entry into a motor vehicle.
- Officers responded to a verbal dispute between siblings.
- Officer used to the CHETT fund to provide food for an unhoused individual.
- Officer investigated damage to the Norma Pfiefer men's restroom.
- Officer conducted a truck inspection and cited the driver for unlawful possession of a firearm.
- Officer assisted OSP with a physical dispute on the freeway.
- The Department completed firearms training.
- The Department completed training on how to use Spike Strip Systems.
- Officers participated in a Commercial Truck Inspection Operation:
A total of 13 trucks were inspected, 6 vehicles were out of service for being unsafe, and 1 driver was put out of service for violation regulations.
- Officers conducted safety vacation residence patrol checks as requested by community.
- Officers conducted a compliance check on a sex offender.
- Officers responded to a trespass in progress at the Premier RV Park.
- The Department has hired two new reserve police officers.
- The Department has a new patrol car in service.

Upcoming Events:

Coburg Car Classic.

National Night Out.

PUBLIC MEETING MINUTES

At the 2021 City Council retreat the City Council, discussed ways to better connect with Planning Commission and City Committees. Council requested staff provide the minutes from all public meetings in the monthly City Council packets.

- June 20, 2023 Park Tree Citizen Advisory Committee DRAFT Min
- July 5, 2023 Heritage Committee DRAFT Min
- July 18, 2023 Park Tree Citizen Advisory Committee DRAFT Min



MINUTES

Coburg Parks | Tree Committee

Coburg City Hall, 91136 N. Willamette Street

June 20, 2023 - 6:00 p.m.

MEMBERS PRESENT: Mary Mosier, Chair; Tom Beatty, Lonna Metson, Colleen Marshall, Joe Morneau

MEMBERS ABSENT: Karen Coury

GUESTS/STAFF PRESENT: Claire Smith, Coburg City Council; Brian Harmon, Public Works Director

CALL TO ORDER/ROLL CALL

Ms. Mosier called the meeting to order at 5:55 p.m. A quorum was established.

AGENDA REVIEW

Ms. Mosier said a brief discussion of Pavilion Park would be added to the agenda.

APPROVE MINUTES FROM MAY 18, 2023, WORK SESSION AND REGULAR MEETING

MOTION: Mr. Beatty, seconded by Ms. Metson, moved to approve the minutes of the May 18, 2023, work session and regular meeting. The motion passed 4:0.

Ms. Marshall arrived at 5:59 p.m.

CITY UPDATES/CITY ADMINISTRATOR REPORT

Mr. Harmon reported that an update on the Loop 4 Bike Path was presented to the City Council last week. He said the changes to the design moved the path out to the sidewalk edge; the path would be two lanes with a concrete rolled curb and reflectors. The project cost had increased by \$600,000 and the design was modified in order to keep retain both the loop path and pavement preservation as elements of the project.

COMMITTEE BUSINESS

Brainstorming Ideas for Fund Raising

Mr. Betty said a number of ideas were being considered, including a giving tree and selling bricks. A booth could be set up in the park during concerts as well. He said it would be useful to have a design available in order to generate public interest.

Ms. Mosier noted that one of the benches would be donated and it would be helpful for the public to be able to see how their donations would be used.

Mr. Harmon said the cost of the redwood bench he had discussed at the previous meeting was \$500. He sent the specification for a new bench to the person who would be making it, but had not yet heard back on a price.

There was consensus among committee members to have a booth during concerts at the park. Other ideas included announcing the booth and fund raising campaign on the City's website, soliciting ideas from the public on other things for which people could donate funds, creating a sign to demonstrate progress towards fund raising goals, and offering donors a dedication option if they contributed the entire cost of an item.

A list of items for which people could donate, such as picnic tables, fountains, trees, plants and restrooms could be developed, possibly prioritized, and a monetary goal established.

Mr. Harmon described the footprint of a two-stall restroom so it could be included in the park design, although depending on other elements in the design and available funding, it could be downsized to a one-stall restroom.

Mr. Morneau suggested that Cutting Edge Landscape, Inc. be considered to design the park. Mr. Harmon and Mr. Beatty would work on developing additional fundraising ideas.

Application for Open Committee Seat

MOTION: Ms. Mosier, seconded by Ms. Metson, moved to accept the application of Michelle Shattuck for the open Tree Committee seat and recommend her appointment to the City Council. The motion passed 5:0.

Pickleball Grand Opening

The grand opening was scheduled for 2:30 p.m. on Thursday, June 22.

Work Party

Ms. Mosier reported that she and Mr. Betty weeded around the flagpole. She said Pavilion Park would be the next work party site on July 17, 2023, at 8:00 a.m.

Johnny Diamond Grass Update

Mr. Harmon said the existing grass could be cultivated for about \$2,000 and for an extra \$8,000 soil could be added and worked into the ground. J.C. Unger of Stone Goat Mower would perform the work.

Mr. Harmon said he hoped to get seed donated and would try to negotiate a lower price for the soil mitigation.

In response to a question from Ms. Mosier, Mr. Harmon said that a sand pit and volleyball net could be considered and staff would be discussing other options for the site.

Ms. Smith observed that maintenance requirements for the park could be reduced if options such as bark dust and paving in some areas were considered. Mr. Harmon agreed that lower maintenance alternatives should be considered at staff fatigue set in with the amount of maintenance currently needed, along with other Public Works projects. Those alternatives could be discussed with the committee in the coming winter.

Veterans Memorial Update

Mr. Harmon said design elements had been painted on the ground to better visualize the project. He described composition of the walking paths and borders. Materials would be purchased in the coming week, including roses. He wanted to expend funds that would expire on June 30, and then work on the project during the next fiscal year. He said the City of Halsey had a beautiful veterans memorial area and he would see if similar features could be a part of Coburg's veterans memorial. Mr. Morneau volunteered to research medallions

Other Items

Mr. Harmon distributed information on restrooms and discussed the different models available. He was waiting for price quotes.

ADJOURNMENT

Ms. Mosier adjourned the meeting at 6:40 p.m.

(Minutes recorded by Lynn Taylor, LCOG)

APPROVED by the Coburg Parks | Tree Committee on this 18th day of July, 2023.

Signature original to Chair for Signature 7/21/2023

Mary Mosier, Chair

ATTEST: _____
Sammy L. Egbert, City Recorder

NAME OF MEETING: Coburg Heritage Committee

DATE OF MEETING: July 5, 2023

TO: Sammy Egbert

RECORDED BY: Trenay Ryan

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ROUTING INFORMATION

(07/05/2023 TR)



Coburg Heritage Committee
Hybrid Meeting In-Person and via Zoom
July 5, 2023, at 6:00 p.m.
Coburg City Hall
91136 North Willamette St.

COMMITTEE MEMBERS PRESENT: Marissa Doyle, Chair; Michelle Shattuck, Vice Chair;
Stephen Sheehan, Ronald Spores, and Shannon Sardell.

STAFF PRESENT: Megan Winner, City Administrative Assistant.

GUEST: Cathy Engebretson, Council Liaison.

1. CALL MEETING TO ORDER
Chair Doyle called the meeting of the Heritage Committee to order at 6:02 p.m.
2. ROLL CALL
Ms. Winner called roll. All members present introduced themselves.
A quorum was present.
3. MINUTES FOR APPROVAL | MARCH 8, 2023

MOTION:

Ms Sardell moved, seconded by Ms. Shattuck to approve the March 8, 2023 meeting minutes.

The Motion passed unanimously — 5:0.

4. COMMITTEE BUSINESS

- CLG Project Brainstorm

Ms. Sardell presented background context on the Certified Local Government (CLG) grant. The National Park Service and the State Historic Preservation Office certify that certain requirements are met in order to receive the grant. Coburg, with its own certified local government, has the opportunity to apply for non-competitive grant funds. The Heritage Committee will need to have a solid project developed, a budget designed and estimates ready to apply for the grant this next spring.

The Committee discussed the following:

1. The inclusion of the local indigenous population history along with Coburg's settlement, industry planning and establishment history.
2. Ms. Winner offered to search through the context statement of the National Registered District for further information.
3. Possible partnership with the Coburg Charter Elementary School.

- Walking Map/Tour

The Committee discussed the following:

1. The need to fix the issue with the Walking Tour's QR code, which has been unusable and to incorporate the current Coburg booklets into the historic district tours, including informative and identifying signage for an array of visual and/or referencing subjects.
2. Attempt to contact previous Coburg Mayor, Mary Guldager, who had at one time led informative walking tours through the town and ask if she would be willing to help document the town's missing historical information.
3. Possibility of holding community fundraisers.
4. Creating a Community Night as a way to involve the community, to share Coburg history and as outreach for program and committee volunteers.
5. Discuss possible community events revolving around the Coburg Odd Fellows Cemetery (IOOF).
6. Possible funding through a tree program through the Oregon State Historic Preservation Office.
7. Incorporate a study to better understand the landscape within which the buildings have been placed and to ensure there is no misrepresentation of Coburg's history.

- Info Share

Ms. Winner reminded the Committee that their ordinance states they only need to meet quarterly, so they needed to decide whether or not to take an August break.

The Committee decided to take an August meeting break and to resume in September.

5. FUTURE MEETINGS | DATES TO REMEMBER

- Next Heritage Committee Meeting: September 13, 2023 at 6:00 p.m.

6. ADJOURNMENT

Chair Doyle adjourned the meeting at 7:04 p.m.

(Minutes recorded by Trenay Ryan, Lane Council of Governments (LCOG))

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

Marissa Doyle, Chair

ATTEST:

Sammy L. Egbert, City Recorder



MINUTES

Parks Tree Citizen Advisory Committee

Regular Meeting

July 18, 2023 at 6:00 P.M.

Coburg City Hall

91136 N Willamette Street

Hybrid Meeting in-person or via ZOOM

MEMBERS PRESENT: Mary Mosier, Chair; Coleen Marshall, Karen Coury, Lonna Meston, Joe Morneau, Michelle Shattuck, Tom Beatty

MEMBERS ABSENT: None

GUESTS | STAFF PRESENT: Brian Harmon, Public Works Director

RECORDED BY: Madison Balcom, Administrative Assistant

CALL TO ORDER

Chair Mary Mosier called the meeting of the Coburg Parks Tree Citizen Advisory Committee to order at 5:59 pm.

ROLL CALL

Public Works Director Brian Harmon called roll.

AGENDA REVIEW

No changes.

APPROVE MINUTES FROM JUNE 20, 2023

Page 1, under City Updates/Administrator Report, Coleen Marshall clarified that the Loop 4 Bike Path project cost had increased by \$600,000. Mr. Harmon confirmed.

Page 3, under Approved signatures, change "Ray Smith, Mayor of Coburg" to "Chair, Mary Mosier".

Page 2, paragraph 3, correct Mr. ~~Mosier~~ to Harmon.

Ms. Marshall moved, seconded by Lonna Meston, to approve the minutes from June 20, 2023.

The June 20, 2023 minutes were approved unanimously as 7:0

CITY UPDATES | CITY ADMINISTRATOR REPORT

No questions or comments.

COMMITTEE BUSINESS

a. Donation List and tables at Concerts in the Park:

Tom Beatty said that they haven't gotten very far with donations since the previous month. He thinks there needs to be something at the table to show people where their donations will be going. Mr. Beatty also asked what improvements they should focus on for fundraising and how they should pursue people about it. He voiced his concern about doing this at the concerts.

Joe Morneau stated that he believes that the Concerts in the Park or the Car Show are great places to do this.

Karen Coury asked if the things that were not covered under the Pavilion updates will be funded separately.

Ms. Mosier clarified what the City and the Committee is responsible for. She also briefly explained what the grant can and will be used for, and some of the needed upgrades on the Pavilion.

Ms. Mosier asks if they should concentrate on fundraising for the Pavilion, and where they should promote or advertise it, mentioning the ideas of Concert intermissions or the Newsletter. She states that she is not comfortable having a table for fundraising when they have nothing to show for it at the moment.

Ms. Mosier mentioned having a donation list for people to refer to, with things like trees and shrubs, restrooms, play structure, chess table, picnic tables and benches, and how they could go to businesses for donations. She also reported that the benches with backs were \$500 and that she would like to put a few benches without backs around the fountain.

Mr. Harmon mentioned how one bench has already been donated by Jim Broughton's family in his honor.

Ms. Mosier talked about cleaning up the information kiosk, and possibly staining the wood to better match.

Mr. Morneau supported Ms. Mosier's idea about going to the businesses for donations, however he stated the businesses are getting hit hard and it may not be easy to get donations

from them. He stated they would be missing out if they do not have a table there to show people what they are working on.

Ms. Mosier did not think they get enough traffic at the table and thinks it would be beneficial to tell people about it during intermission while being there to answer questions if needed.

Ms. Meston asked if anyone on staff has experience with donations procedures and concepts and Mr. Harmon says he will ask.

Ms. Mosier asked Mr. Harmon if he knows when they will receive something from Cameron McCarthy to be able to show people. She also asks about some details on the fountain and restrooms, and their costs, which Mr. Harmon clarifies.

Ms. Mosier wanted there to be something concrete for people to donate to.

Mr. Harmon clarified some details asked by Ms. Marshall, about how donations will affect the bid, the City and the contractors. He mentions how the bids can come back lower than the estimates, and that there are still some variables that are not yet clear.

Ms. Mosier mentioned how a safer option might be to focus on the trees and shrubs for donations.

They discussed how they could reduce the restrooms down to one stall to save money.

Ms. Marshall voiced her opinion on the table and how having more information to give people might help.

Mr. Harmon told them about other possible grant opportunities.

Ms. Mosier took a poll asking who would be in favor of having an information table and sheets at Concerts in the Park. She receives a mix of replies and opinions.

Mr. Beatty volunteered to be at the table the next day for Concerts in the Park and Mr. Harmon tells him he will try to get him the information he needs for it by the morning.

b. Sail for Pavilion:

Ms. Mosier said it might be off the table.

Mr. Harmon talked about the pricing and materials for this.

c. Update on End of Year Purchases:

Mr. Harmon spoke on the capital funds at the end of the fiscal year. He talked about the changes in the budget for the new fiscal year.

Mr. Harmon mentioned getting donations to help fund the Veterans Memorial project and the basic layout of the memorial.

d. Work Party:

Ms. Mosier said the Pavilion Park work party went well. Expressed concern on the slippery slate.

Mr. Harmon responded saying that when they get wet it gets slippery. He also ensured the committee that the irrigation system was malfunctioning and will be fixed soon.

e. Johnny Diamond Grass Update:

Mr. Harmon talked about the process it would take and the steps toward fixing it completely.

f. Veterans Memorial Update:

This was discussed under Update on End of Year Purchases.

g. Update on Pavilion:

Ms. Mosier and Mr. Harmon discussed that they are waiting to hear back from Cameron McCarthy and engineers.

Mr. Harmon mentioned how they messed up on the planting bed.

Ms. Marshall asked about the 4ft wall to which Ms. Mosier clarifies the details on that.

Mr. Beatty mentioned how they can't have a water receptacle on the backside of the wall.

Mr. Harmon added on that it is not an interactive fountain because that would create much more upkeep.

Ms. Mosier mentioned Loop 4.

Ms. Marshall asked to revisit the \$600,000 increase in the project.

Mr. Harmon talked about the changes that were made to the design and the changes to the price. He also clarified the incoming questions about the new design.

NEXT WORK PARTY

They discussed the scheduling for the August 21, 2023 work party and move it to August 14, 2023 at Booth-Kelly.

Ms. Marshall and Mr. Harmon discussed the blackberry bushes on Loop 3.

Ms. Mosier clarified that the City takes a break in City Council meetings for August.

NEXT MEETING

The next meeting is scheduled for August 15th, 2023.

ADJOURNMENT

Ms. Mosier adjourned the meeting at 7:09 pm.

APPROVED by the Park Tree Citizen Advisory Committee of the City of Coburg on this ____ day of ____ 2023.

Mary Mosier, Chair

ATTEST: _____
Sammy L. Egbert, City Recorder