



AGENDA

CITY COUNCIL

91136 N Willamette Street

541-682-7852 | coburgoregon.org

Tuesday, May 09, 2023 at 6:00 PM

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

CALL THE CITY COUNCIL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR COMMENTS

AGENDA REVIEW

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

- [1.](#) Written Testimony Joshua Briegl - Public Hearing on Utility Rates

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.)*

- [2.](#) Minutes April 11, 2023 City Council
- [3.](#) Minutes April 25, 2023 City Council Work Session
- [4.](#) Planning Commission Appointment - Jerry Behney
- [5.](#) **RESOLUTION 2023-07** A RESOLUTION 2023-07 DESIGNATING SIGNING AUTHORITY WITH KEY BANK AND OREGON TREASURY LOCAL GOVERNMENT POOL ACCOUNTS

SPECIAL GUEST

RAIN - Robert Killen

ORDINANCES AND RESOLUTIONS

- [6.](#) **Public Hearing | First Readings**
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

ORDINANCE A-246-A AN ORDINANCE AMENDING ORDINANCE A-246, AN ORDINANCE CONTROLLING VEHICULAR AND PEDESTRIAN TRAFFIC
- [7.](#) **Public Hearing**
RESOLUTION 2023-05 ADOPTING RATES FOR WASTEWATER EFFECTIVE JULY 1, 2023
RESOLUTION 2023-06 ADOPTING WATER RATE SCHEDULE EFFECTIVE JULY 1, 2023

COUNCIL ACTION ITEMS

- [8.](#) Jones Drilling Co. Inc, Secondary Wellfield Project Contract
- [9.](#) Land Lease Agreement with Coburg Fire District

ADMINISTRATIVE INFORMATION REPORTS

- [10.](#) Premier RV Water Service
- [11.](#) Finance Quarterly Presentation
- [12.](#) Police Department Quarterly Report
- [13.](#) Administration Monthly Report

COUNCIL COMMENTS**UPCOMING AGENDA ITEMS**

Ordinance A-171-C Amending City Park Regulations
Ordinance A-246-A Amending Controlling Vehicular and Pedestrian Traffic
Budget Hearing
Salary & Classification Schedule
Ordinance Criminal Code

FUTURE MEETINGS

May 9 Heritage Committee
May 16 Budget Committee
May 17 Planning Commission
May 18 Park Tree Work Session & Meeting
May 29 City Hall CLOSED - Memorial Day
May 30 Budget Committee
June 13 City Council

ADJOURNMENT

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

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

EGBERT Sammy

From: Joshua Brigl <josh@harvestvalleyspecialties.com>
Sent: Friday, April 28, 2023 11:58 AM
To: EGBERT Sammy
Subject: Public Hearing

Received by
City of Coburg

APR 28 2023

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

My name is Joshua Brigl. Im a resident of Coburg in the Coburg Crossing neighborhood. We have lived in Coburg since 2018 and have seen the many changes Coburg is going through and many of its needs. I also understand the importance of the water projects and road projects and the lack of planning and funding that puts the town in an unfortunate need to deal with these situations at once. There is no point in repaving many of the roads if they would be torn up to run new waterlines that keep breaking. Ideally coordination of replacing waterlines and repaving roads would be best. The council has some unique planning challenges.

We did receive an information packet that discusses the additional costs of the water project from when first planned and I believe the cost is near double initial quotes. While I agree on all the water work that needs to be done, I do not agree it needs to be completed with costs as inflated as they are. Funding should be redirected to essential projects first to prevent bleeding of funds for repair work. Parts of the project that see less of an inflated cost should be done next. Lets wait a couple years and see how the economy moves before increasing rates again to pay inflated costs.

Thanks,

Joshua Brigl
Harvest Valley Specialties
Waterjet Department





MINUTES

Coburg City Council Meeting

April 11th, 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, Cathy Engebretson, Alan Wells (via Zoom, 6:04), Claire Smith (6:20)

MEMBERS ABSENT: Kyle Blain

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

GUEST: Tracey Pugh, Coburg Main Street

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

CALL THE CITY COUNCIL MEETING TO ORDER

Mayor Bell called the meeting to order at 6:01 pm.

PLEDGE OF ALLEGIANCE

Counselor Lehmann led the Pledge.

ROLL CALL

Ms. Egbert called roll. A quorum was present.

MAYOR COMMENTS

City Council Vacancy - Consider Appointment

Ms. Egbert reviewed the process and gave a staff report.

Candidate Claire Smith (32789 E. Thomas St.) answered Council questions.

MOTION: Councilor Fox moved to appoint Claire Smith as City Councilor for the term of office ending December 31st, 2024, seconded by Councilor Engebretson.

The motion passed unanimously -- 4:0:0.

Ms. Egbert administered the Oath of Office to Claire Smith.

Claire Smith took her seat on the City Council at 6:20 p.m.

AGENDA REVIEW

The Council's red folders contained two written testimonies, ARPA Funds additional information, and an Action Item: City Administrator Hiring Process.

CITIZEN TESTIMONY

Written testimony: Jae Pudewell

Written testimony: Jill and Marl Carter

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. Minutes March 14, 2023 City Council
2. Minutes March 28, 2023 City Council Work Session

Councilor Engebretson requested that on page 3 of the March 28, 2023 City Council Work Session minutes, the final paragraph regarding the Tree Fee be amended to change the word "covered" to "is earmarked."

MOTION: Councilor Fox moved to accept the Consent Agenda as amended, seconded by Councilor Wells.

The motion passed unanimously -- 5:0:0.

ORDINANCES AND RESOLUTIONS

3. RESOLUTION 2023-03 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COBURG ALLOCATING AMERICAN RESCUE PLAN ACT FUNDS TO CERTAIN PROJECTS OF THE CITY

Ms. Heath presented.

Councilor Lehmann noted a discrepancy in the figures: \$65,000 should be changed to \$80,000.

MOTION: Councilor Lehmann moved to approve Resolution 2023-03 as amended, seconded by Councilor Smith.

The motion passed unanimously -- 5:0:0.

4. RESOLUTION 2023-04 AUTHORIZING A GRANT REQUEST TO OREGON WATER RESOURCES DEPARTMENT FOR THE PURPOSE OF FUNDING WATER PROJECTS

Ms. Heath presented.

MOTION: Councilor Engebretson moved to approve resolution 2023-04 authorizing the application to Oregon Water Resources Department for the purpose of funding portions of the water projects, seconded by Councilor Fox.

The motion passed unanimously -- 5:0:0.

CITY ADMINISTRATOR HIRING PROCESS ACTION ITEM (Inserted from Red Folder)

Ms. Heath presented, providing a review of the process. She noted that Staff recommended a public Open House so the community could meet the candidates.

MOTION: Councilor Fox moved to adopt the 2023 Hiring Process as presented, seconded by Councilor Lehmann.

The motion passed unanimously -- 5:0:0.

Councilor Lehmann requested further clarification of the process. It was provided.

COUNCIL ACTION ITEMS

5. Northcore USA LLC, Waterline Replacement Contract

Councilor Fox expressed concerns about residents being inconvenienced.

Councilor Engebretson wondered why the pipes were being moved from the alley to the street.

Mr. Harmon cited improved access.

MOTION: Councilor Lehmann moved to approve the N. Willamette, E. Macy, and N. Harrison Street Waterline Replacement Project contract between the City of Coburg and Northcore USA, LLC, seconded by Councilor Fox.

The motion passed unanimously -- 5:0:0.

6. Cost of Living Adjustment (COLA) FY 2023-24

Ms. Heath presented.

MOTION: Councilor Engebretson moved to approve the COLA for the 2023-24 budget, seconded by Councilor Wells.

The motion passed unanimously -- 5:0:0.

7. Lease Agreement West Point Lodge #62 (IOOF)

Ms. Pugh of Coburg Main Street gave an update on the state of the IOOF building.

MOTION: Councilor Fox moved to accept the lease as presented, seconded by Councilor Wells.

The motion passed unanimously -- 5:0:0.

ADMINISTRATIVE INFORMATION REPORTS

8. Utility Rate Increase

Ms. Heath presented, noting that a Resolution would be presented in May.

Mayor Bell read Jae Pudewell's written testimony aloud.

9. Citizen Inquiry Quarterly Report

Chief Larson reminded the Council of the upcoming Shred-A-Thon.

10. Administration Monthly Report

There were no questions.

COUNCIL COMMENTS

Mayor Bell encouraged the Council to meet the new finance employee, Gregory Peck.

ADJOURNMENT

Mayor Bell adjourned at 7:57 pm.

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



MINUTES

Coburg City Council Work Session

April 25th, 2023 at 6:00 P.M.

91136 N Willamette Street

Hybrid Meeting in-person or via Zoom

MEMBERS PRESENT: Mayor Nancy Bell, John Fox, Cathy Engebretson, John Lehmann

STAFF PRESENT: City Administrator Anne Heath, City Recorder Sammy Egbert, Public Works Director Brian Harmon (via Zoom)

GUEST: Carrie Connelly, The Local Government Law Group (via Zoom)

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

CALL THE WORK SESSION TO ORDER

Mayor Bell called the meeting to order at 6:04 pm.

WORK SESSION DISCUSSION TOPICS

1. Homelessness

Ms. Connelly presented. She explained the city's legal obligations regarding the unhoused and answered Council questions.

Points covered included:

- Reasonable time, place, and manner restrictions applied to the use of public spaces for sleeping or camping
- Established camps required 72-hour notice before removal; personal possessions must be stored for 30 days
- All rules and restrictions on the uses of public space still applied
- Coburg's definition of "park" was broad and could be redefined

Chief Larson spoke, stating that the police force followed Lexipol-approved policies. In response to Council questions, he said that the length of the average stay was a few days and that he had not noticed any increase in the number of unhoused visiting the city.

Ms. Heath presented the potential sites: Roberts Road for car camping and Trail's End for tent or bedroll camping. It was noted that neither location would be managed or officially designated a campsite. Sanitation facilities would be provided at Trail's End. The parking lot of City Hall was also proposed as a potential campsite.

After discussion, Ms. Connelly suggested that power be given to the City Manager to allocate public space for camping as needed.

Ms. Heath suggested a designated officer liaison to monitor camping and deliver 72-hour notices.

Ms. Connelly reminded the Council that local businesses and charities could partner with the City to offer alternatives.

Councilor Lehmann suggested the IOOF parking lot as an alternative site. Ms. Heath said permission would be required.

Councilor Engebretson brought up the lack of affordable housing.

Ms. Connelly left the meeting at 7:15 p.m.

Mayor Bell requested that Staff revise the applicable ordinances as per the recommendations made by Ms. Connelly, to be ready for public hearing by May 9th, with a draft for Council to review prior.

ADJOURNMENT

Mayor Bell adjourned at 7:31 pm.

APPROVED by the City Council of the City of Coburg on this 9th day of May, 2023.

Nancy Bell, Mayor of Coburg

ATTEST: _____
Sammy L. Egbert, City Recorder



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Planning Commission Appointment

Meeting Date: May 9, 2023
 Staff Contact: Megan Winner, Planner
 Contact: 541-682-7862, megan.winner@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Consider appointment of Jerry Behney to the Planning Commission.

Recommended Motion: *I move to recommend Mayor Bell appoint Jerry Behney to Planning Commission to fill the vacancy of a two-year term expiring in October 2023.*

BACKGROUND

Currently, there is one Planning Commission vacancy that resulted from Alan Wells being elected as City Councilor. Jerry Behney submitted an application and demonstrated that he meets the requirements of the Planning Commission. At the April 19, 2023 meeting, the Planning Commission reviewed, interviewed and provided a unanimous (4-0) recommendation to appoint the applicant.

Planning Commission Bylaws:

- *Section 1. The planning commission shall consist of seven members to be appointed by the City Council. Five members shall be City residents. One, but not more than two may live not within the City but either within the area of influence as defined by the Comprehensive Plan, or own real property within the City or be an owner or partner of a business in the city limits. The area of influence is the City plus six miles adjacent thereto.*
- *Section 2. No more than two members shall be engaged principally in buying, selling, or developing of real estate for a profit as individuals or be members of any partnership, or officers of or employees of any corporation that is engaged principally in buying, selling, or developing real estate for a profit. No more than two members shall be engaged in the same kind of business, trade or profession (ORS 227.030).*
- *Section 3. Members shall be appointed for two year terms, renewable upon majority vote of the commission present at a meeting.*

The position appointment expires in October 2023 and will come back to City Council for reappointment.

RECOMMENDATION AND ALTERNATIVES

1. Appoint applicant to Planning Commission.
 2. Do not appoint applicant to the position. This action would result in a continued vacancy.
 3. Taking no action would result in a continued vacancy.
-

BUDGET / FINANCIAL IMPACT

None

PUBLIC INVOLVEMENT

None.

NEXT STEPS

If appointed, prior to the Planning Commission first meeting, an orientation meeting will be setup with the committee staff and the committee Chair to go over responsibilities, current projects.

ATTACHMENTS

A. Jerry Behney Planning Commission application

REVIEWED THROUGH:

Anne Heath, City Administrator
Sammy Egbert, City Recorder

Received by
City of Coburg

MAR 13 2023



CITY OF COBURG

91136 N Willamette | P.O. Box 8316
Coburg, Oregon 97408

APPLICATION FOR BOARDS, COMMISSIONS AND COMMITTEES

Please indicate the position you are applying for:

- ☒ Planning Commission ☐ Budget Committee ☐ Historic Preservation (Heritage Committee)
☐ Park/Tree Committee ☐ Finance/Audit Committee ☐ Other please indicate _____

Name: Jerry Behney Phone: 541-683-6544

Email: rdx876@gmail.com

Physical Address: 32138 E. Dixon St Mailing Address: (same)

Occupation: Retired

How long have you lived in Coburg? 21 yrs How long have you lived in Oregon? 47 yrs

Are you a registered Voter? ☒ Yes ☐ No

List boards, councils, or commissions, if any, that you have served on:

Coburg City Council
Budget Committee
Street Funding Committee
Coburg Water Project Team
Wastewater Project Team

List and briefly describe community or service oriented organizations of which you are or have been a member:

The Coburg Car Classic event connected
with the Grange

Describe any goals, ideas or objectives you have for the City of Coburg:

Continue work on Transportation System Plan (TSP)
Review & amend Urban Growth Boundary (UGB)
Review & amend Subdivision Code

List any skills, training, or experience that you have that might be useful to this position:

I think the experience I have from being
on the city council and the various other
roles can be beneficial at this time

Why would you like to be appointed to this position?

I would just like to help, in a small way
with the experience I have, the city as it
goes through the current transition

Signature: Jerry Behney Date: 3/10/2023

RESOLUTION 2023-07**A RESOLUTION DESIGNATING SIGNING AUTHORITY WITH KEY BANK AND OREGON TREASURY LOCAL GOVERNMENT POOL ACCOUNTS**

WHEREAS, the City of Coburg has accounts bank accounts with Key Bank and Oregon Treasury Local Government Pool Accounts;

WHEREAS, at the Oregon General Election held November 8, 2022 a new Mayor was elected;

WHEREAS, there has been turn over in staffing at the City of Coburg; and

WHEREAS, the City Council hereby designates and authorizes the individuals in the following positions to conduct financial transactions and/or endorse City of Coburg checks;

1. Mayor
2. City Administrator
3. City Recorder
4. Accountant/Finance Director
5. Utility Billing Specialist

THE CITY COBURG RESOLVES AS FOLLOWS:

1. The Mayor, City Administrator, and City Recorder are the authorized individuals to conduct financial transactions and endorse checks with Key Bank and Oregon Treasury Local Government Pool Accounts.
2. The Accountant and/or Finance Director, and the Utility Billing specialists are authorized to have access to bank accounts and to conduct financial transactions, but do not have signature authority for check endorsement.
3. All accounts should be updated to remove all other individuals who were previously granted permissions.
4. The City Recorder is directed to deliver a certified copy of this resolution to Key Bank AND Oregon Treasury Local Government Pool Accounts.
5. Any other resolutions in conflict herewith, are hereby repealed.
6. The resolution will be effective immediately upon its passage by the City Council.

Adopted by the **City Council** of the **City of Coburg**, Oregon, by a vote of _____for and _____
against, this 9th day of June, 2023.

Nancy Bell, Mayor

ATTEST: _____
Sammy L. Egbert, City Recorder



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Ordinance A-171-C, An Ordinance Amending 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.

Meeting Date: May 9, 2023

Staff Contact: Anne Heath, City Administration/Budget Officer

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

REQUESTED COUNCIL ACTION

Public Hearing and First Reading of Both Ordinances

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

2023-24 City Council Goals:

- Livability, Health and Vitality
-

BACKGROUND

On September 29, 2022, the Federal Court of Appeals for the Ninth Circuit issued its decision in *Johnson v. Grants Pass*. The Johnson Case applies the earlier ruling made in *Martin v Boise* (9th Cir., 2019). These rulings made it unconstitutional to punish someone for sleeping on public property if that person has no where else to sleep.

In 2021 the Oregon legislature attempted to codify this constitutional law in ORS 195.520, which becomes operative on July 1, 2023. In addition, HB 3124 expanded prior statutes regarding how to disband established homeless campsites.

Each City in Oregon must look at their ordinances and make sure that they are operating lawfully, amend or appeal their ordinances, or choose to follow the state law.

The City of Coburg contracted with Local Government Law Group to review our ordinances and come up with recommended amendments in order for Coburg to be in compliance. They reviewed several of the City Ordinances and made recommendation for amendment of two.

The recommendations were presented to the City Council at their April 25, 2023 work session

and are reflected in the attached memo. This is time sensitive as the City should adopt the recommended changes by June 30, 2023.

RECOMMENDATION OF LOCAL LAW GROUP

The recommendation provides for an amendment to both Ordinances A-171 as amended by A-171-A, and A-171-B Establishing City Park Rules and Ordinance A-246 Controlling Vehicular and Pedestrian Traffic.

RECOMMENDATION

Staff recommends the Council adopt Ordinance A-171-C, and A-246-A as presented.

PUBLIC INVOLVEMENT

- **1st Reading and Public Hearing, 2nd reading before adoption. Public Comment is available at both meetings and during the public hearing.**
-

NEXT STEPS

- Establish a Management Plan for the location and approval of sites that may be used for both temporary camping, and parking of vehicles.
 - Continue to notify and educate the public
-

ATTACHMENTS

1. Memo from Local Government Law Group dated April 4, 2023
 2. Ordinance A-171-C
 3. Ordinance A-171 as amended
 4. Ordinance A-246-A
 5. Ordinance A-246 as amended
-

REVEIWED THROUGH

Carrie Connelly, Attorney
Sammy Egbert, City Recorder

Memo

To: Anne Heath

From: Carrie Connelly

Date: April 4, 2023

Re: City of Coburg Implementation of HB 3115/ORS 195.530

Purpose of Memo

In the ever-evolving arena of homelessness regulations, this memo and the accompanying Code Audit seek to clarify next-steps and possible Code amendments for the City. Recognize that the foundations this memo is built upon will certainly shift in the coming months and years. As a result, evaluation of these issues is not static and not a one-time obligation. The City will need to continue its evaluations and adjustments into the future.

This memo is intended to address two recent developments. On September 29, 2022, the Federal Court of Appeals for the Ninth Circuit issued its decision in *Johnson v. Grants Pass* (formerly known as *Blake v. Grants Pass*). The *Johnson* case applies the earlier ruling made in *Martin v Boise*, 920 F.3d 584, 604 (9th Cir. 2019).

The 2021 Oregon legislature attempted to codify this constitutional law in ORS 195.530, which becomes operative on July 1, 2023. In addition, HB 3124 expanded prior statutes regarding how to disband “established” homeless campsites.

City Regulatory Background

The City of Coburg does not forbid camping City-wide on all City-owned property. However, the City does close its parks overnight, and the term “park” is defined broadly to include developed *and* natural resource areas and undeveloped parkland. I was unable to access the Parks and Recreation page on the City’s website, so cannot evaluate developed and undeveloped park acreages.

In terms of parking on City streets, the City enforces parking regulations throughout the City with a limit on storing vehicles on City streets. All vehicles are cited after 72 hours in one location. The City also prohibits parking or standing for more than 5 consecutive or non-consecutive days within each calendar quarter. I’m not sure whether this latter restriction is being enforced.

The City has regulations that forbid blocking sidewalks which would be applied to a person sleeping on a sidewalk in such a way as to cause an obstruction. But the City does not prohibit individuals sitting or sleeping on a sidewalk in a way that does not cause an obstruction.

Taken together, the City's regulations would allow overnight camping on City property, apart from its "parks" (e.g., natural areas not subject to the overnight closure, and undeveloped rights-of-way). The City does not forbid sleeping on sidewalks so long as the person is not blocking vehicle or pedestrian access. In addition, the City allows camping in a vehicle on City streets for up to 72 hours.

Martin and Johnson Cases

In western states subject to the Ninth Circuit's *Martin* ruling, it is unconstitutional to punish someone for sleeping on public property if that person has nowhere else to sleep. The *Martin* Court cautioned against reading its ruling too broadly. In this regard, the court noted the following:

- Cities are not required to provide adequate shelters for homeless persons;
- Cities have not been ordered to allow homeless individuals to sit, lie, or sleep on city streets at all times and places;
- The ruling does not apply to people who have access to adequate shelter but choose not to use it;
- The ruling leaves open the possibility for an ordinance to prohibit sitting, lying or sleeping outside during particular times of the day or at particular locations; and
- It may be possible for an ordinance to prohibit the obstruction of public rights-of-way or the erection of certain structures.

In July, 2020, Judge Clarke of the United States District Court for the District of Oregon ruled in favor of the plaintiffs on their Eighth Amendment claim against the City of Grants Pass in the case *Blake v. Grants Pass*.

In summary, Judge Clarke's ruling provides that cities need to carve out exceptions where the homeless can lawfully engage in sleeping without risk of violating a camping ordinance. An exception that would likely meet Judge Clarke's opinion would be to relate the camping violation to a certain time limitation (e.g., camping in one location for more than 24 hours) instead of a complete ban on sleeping in public.

The *Blake* case added the following guidance to *Martin*:

- Whether a city's prohibition is a civil or criminal violation is irrelevant – if the prohibition punishes an unavoidable consequence of one's status as a person experiencing homelessness, then the prohibition, regardless of its form, is unconstitutional.

- Persons experiencing homelessness who must sleep outside are entitled to take necessary minimal measures to keep themselves warm and dry while they are sleeping (e.g., a city could not outlaw use of a sleeping bag in public spaces).

On September 29, 2022, the Federal Court of Appeals for the Ninth Circuit issued its decision in *Johnson v. Grants Pass* (formerly known as *Blake v. Grants Pass*). In the *Johnson* case, the Ninth Circuit had the opportunity to again evaluate the issues raised in *Martin* and determine how the Eighth Amendment might apply to how Grants Pass regulated its homeless population. The court in *Johnson* affirmed the *Martin* analysis and concluded:

“We affirm the district court’s ruling that the City of Grants Pass cannot, consistent with the Eighth Amendment, enforce its anti-camping ordinances against homeless persons for the mere act of sleeping outside with rudimentary protection from the elements, or for sleeping in their car at night, when there is no other place in the City for them to go.”

We do not see the *Johnson* ruling as a sea-change in the law or a drastic extension of the *Martin* case. Instead, we see *Johnson* as a rather natural and expected evolution of the *Martin* ruling. At its core, *Johnson* made three minor extensions to *Martin*:

- 1) Camping includes the ability to stay warm and dry through the use “rudimentary protection” such as a blanket (reflects the District Court’s decision in *Blake*);
- 2) Punishment under the Eighth Amendment includes civil monetary penalties (e.g., civil code enforcement) in addition to criminal monetary penalties (e.g., infraction citations (reflects the District Court’s decision in *Blake*); and
- 3) Camping on public property includes sleeping in a vehicle on public streets.

ORS 195.530 – HB 3115 (2021)

Effective July 1, 2023, ORS 195.530(2) states:

“Any city or county law that regulates the acts of sitting, lying, sleeping or keeping warm and dry outdoors on public property that is open to the public must be objectively reasonable as to time, place and manner with regards to persons experiencing homelessness.”

Keeping warm and dry includes taking protective measures from the cold and rain, such as use of a blanket, but does not include use of fire or flame. ORS 195.530(1)(b).

While intended to codify *Martin* and *Blake*, this statute places an increased burden on cities. Under *Martin* and *Johnson*, cities could largely eliminate constitutional liability by not enforcing local regulations that violate the Eighth Amendment.

ORS 195.530 goes a step further, requiring regulations to be reasonable as judged by the statutory criteria. This changes the legal process used for filing a lawsuit from an “as

applied” challenge, as in *Martin* and *Johnson*, to a “facial” challenge. The City must be proactive to ensure that its adopted regulations meet the statutory criteria. A plaintiff in an ORS 195.530 lawsuit need only show that they are “homeless” and subject to “unreasonable” regulations – enforcement of the regulations does not appear to be a necessary element for a lawsuit under ORS 195.530.

What is objectively reasonable under ORS 195.530 may look different in different communities. The statute retains cities’ ability to enact reasonable time, place, and manner regulations, aiming to preserve the ability of cities to manage public spaces effectively for the benefit of an entire community. Fortuitously, ORS 195.530 incorporates the first two holdings in *Johnson* (points #1 and #2, above).

Martin, *Johnson* and ORS 195.530 all concern regulating “public property.” While routinely referenced in association with public parks, the law does not only target park regulations. If the City has other suitable public areas where a person may sleep without punishment, the law does not forbid the closure of public parks from camping.

Under the current law, we can also conclude:

- 1) The Eighth Amendment does not limit the City’s ability to evict homeless individuals from particular public places, *if* there are other places for the individuals to go;
- 2) Cities can prohibit sleeping in public parks *if* it also does not prohibit sleeping on other public lands;
- 3) Cities are not prohibited from clearing out a specific homeless encampment because the Eighth Amendment does not establish a constitutional right to occupy public property indefinitely (but see ORS 195.505 procedures for clearing out “established campgrounds”; and
- 4) The Eighth Amendment does not create a right for homeless to occupy any public space of their choosing.

As to parking regulations, the Ninth Circuit cases do not go so far as to require the City to allow the establishment of a permanent vehicle camp within the public right-of-way. While *Martin* and *Johnson* do not speak directly to the contours of vehicle camping allowances, it would be hard to read the cases as forbidding a 72-hour parking regulation.

ORS 195.505 – HB 3124 (2021)

ORS 195.505 requires the City to provide 72 hours’ notice before removing homeless individuals from an “established campsite.” ORS 195.505 also requires the City to store any unclaimed personal property from the “established campsite” for at least 30 days, unless the personal property is unsanitary or valueless. The City can immediately remove an “established campsite” if it poses a threat to health or safety. Unfortunately, the legislature did not define the term “established campsite.”

Absent clarification from the courts, our advice has been that homeless individuals' tents or other camping materials do not become an "established campsite" if the camping is done in accordance with reasonable time/manner/place regulations. For example, if a city has a regulation that permits camping on public property between the hours of 7:00 PM and 7:00 AM and the city consistently enforces that regulation, a campsite in compliance with that regulation does not become an "established campsite" under ORS 915.505. However, if that city did not enforce its regulation, but instead tolerated campsites to remain on public property beyond the permitted times, then it is likely that those campsites became "established campsites" under the statute and the city must comply with ORS 195.505.

Next Steps

Obligations Imposed on Coburg by State and Federal Law

Under the case law described above, as well as ORS 195.530, there are two basic obligations on cities.

1. The City is obligated to cease imposing sanctions for camping, sleeping on public property when no alternative shelter is available. Coburg has no City-wide camping ban, so no Code provision absolutely must be repealed by July 1, 2023.
2. The City is obligated to examine any existing Code provisions regulating sitting, lying, sleeping, or keeping warm and dry outdoors on public property open to public to ensure that they are "objectively reasonable" in relation to those experiencing homelessness.
 - a. We recommend amending or repealing Ordinance No. A-246, Section 23(4), which sets a 5 cumulative day parking limit on motor homes used to transport or house the operator or operator's family members.
 - b. If needed to ensure sufficient public areas for unhoused to sleep, amend the definition of the term "park" in Ordinance Nos. A-171, Section 2(1) to include only developed parkland.
 - c. If the City does not allow camping on other public property or if there is no other public property suited for camping, either repeal Ordinance Nos. A-171, Section 15(2), which forbids any person from using a tent, vehicle, camper, or trailer as shelter for housing or sleeping in any park area, except with a permit between 10 p.m. and 7 a.m., or add an exception for unhoused individuals.
 - d. Consider repealing any City-imposed minor curfew, and instead rely solely on state law, ORS 419C.680.
 - e. If not yet in place, adopt a policy complying with ORS 197.500 and 197.505 governing the "removal of homeless individuals from camping sites on public property."

Other than these few regulations, the City's current Code appears to comply with ORS 195.530. Regardless, based upon *Johnson* and ORS 195.530, and depending upon changes in the homeless population, ongoing work entails:

- 1) Know the amount of public space “open” for camping. This does not necessarily need to be a parcel-by-parcel inventory, but there needs to be an accepted mechanism within the City’s enforcement staff as to where enforcement measures will not be undertaken to satisfy the federal 8th Amendment.
- 2) Evaluate the character of that public space available for camping—parks are generally maintained while undeveloped rights-of-way and natural areas are not maintained. For example, if the only unregulated properties available for camping become sodden or full of blackberry brambles, the City’s inventory of suitable camping locations would be impacted and its regulations may no longer be “reasonable” under ORS 195.530.
- 3) The population of homeless (#s) will impact the reasonableness of regulations and can play into the *Johnson* and ORS 195.530 analysis. As a result, the City should have procedures: a) to estimate its homeless population; and 2) monitor whether the City’s inventory of “available” public spaces is sufficient for the corresponding homeless population. If “full,” regulations and enforcement may need to be adjusted to open up additional City public property.

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**

WHEREAS, the City of Coburg finds that each community member of Coburg is entitled to a basic level of dignity, respect, and wellness, regardless of whether they are housed or unhoused. It is the official policy of the City that its responses to homelessness will be undertaken in accordance with these principles; and

WHEREAS, the City recognizes the social nature of the problem of homelessness that has contributed to individuals locating themselves in City streets and on publicly-owned property and establishing campsites there. The City is committed to ensuring the most humane treatment of homeless individuals and to the removal of homeless individuals from established campsites on public property, per ORS 195.500. The City recognizes that people experiencing homelessness need a place to sleep, shelter themselves, and store belongings. The City is committed to the safety and security of all people in the City, including people experiencing homelessness, property owners, and the traveling public, while protecting all people in the City from unsafe and dangerous conditions; and

WHEREAS, there are constitutional limits on a city's ability to address how public places can be used by people who do not have options for shelter. The Eighth Amendment to the United States Constitution prohibits "cruel and unusual punishment." The Ninth Circuit Court of Appeals has interpreted this prohibition to forbid cities from criminalizing sitting, lying sleeping and keeping warm and dry camping on all outside public property that is open to the public, at all times, by those who lack the financial means to pay for adequate shelter, unless adequate shelter is available to such person free of charge; and

WHEREAS, the City Council acknowledges the lack of nightly shelter beds and housing currently available and recognizes the systemic lack of state and federal investment in shelter and public health services for those experiencing homelessness; and

WHEREAS, the State of Oregon is facing an overwhelming crisis of people experiencing homelessness; and

WHEREAS, using the Lane County Homeless by Name List (HBNL) data, the number of individuals reported as experiencing homelessness has been increasing, Lane County has seen an increase in individuals experiencing homeless from 3,477 in October 2020 to 3,754 in October 2021 to 4,599 in October 2022; and

WHEREAS, due to the City's small size and proximity to I-5, unhoused individuals seeking a place to sit, lie, sleep and keep warm and dry within the City of Coburg to date have been transitory, on their way north or south on I-5, resulting in no constant nor average number of individuals experiencing homelessness within the City; and

WHEREAS, the City Council intends to regulate sitting, lying, sleeping, and keeping warm and dry and survival sheltering outdoors on City property that is open to the public only in the context of the City's commitment to monitor available public space, particularly parkland, available in comparison to the number of unhoused individuals within the City of Coburg on an ongoing basis; and

WHEREAS, the City Council wishes to delegate sufficient authority to its City Administrator to ensure a comprehensive response to homelessness, including the authorization to adopt and modify an Administrative Order for the Use of Public Lands by Individuals Experiencing Homelessness (Administrative Order); and

WHEREAS, the City Council acknowledges that it is currently unavoidable that some people will live or shelter for survival outdoors until they are able to access affordable or free shelter or housing; and

WHEREAS, the City owns property where sitting, lying, sleeping and keeping warm and dry camping can or should be allowed, depending upon need, while some City properties may be able to generally remain closed to the public or have limited access for safety, environmental and security reasons; and

WHEREAS, the City Council wishes to delegate the authority to the City Administrator to modify park regulations based upon changing circumstances pursuant to an Administrative Order for Use of Public Lands by Individuals Experiencing Homelessness in order to secure locations that do not pose a risk to the health and safety of individuals experiencing homelessness who have no access to alternative locations within the City for sitting, lying, sleeping, and staying warm and dry; and

WHEREAS, the City recognizes the need to provide public locations within the City for individuals experiencing homelessness who are unable access locations within the City to sit, lie, sleep, and keep warm and dry, while also protecting the intended use of public property via objectively reasonable time, place, and manner regulations; and

WHEREAS, the City Council and staff have identified all City owned parkland; and

WHEREAS, this Ordinance does not criminalize or otherwise subject an individual to citation for the acts of sitting, lying, sleeping, or keeping warm and dry outside on public property, as prohibited by the Ninth Circuit in *Martin v. City of Boise*, *Blake v. City of Grants Pass*, *Johnson v. City of Grants Pass* and ORS 195.530. Instead, this Ordinance ensures that the City's vehicular and pedestrian traffic regulations constitute reasonable time, place, and manner regulations that balance the rights of people without shelter to use some outside public places to meet basic needs with the City's obligation to manage public spaces to meet their intended uses and to maintain health and safety for everyone in Coburg; and

WHEREAS, the Coburg City Council met in a work session on April 25, 2023, to discuss the impact of the above-recognized state and local laws on City municipal ordinances; and

WHEREAS, on May 9, 2023, the City Council held a public hearing on the revision to Ordinance A-171, as amended by A-171-A and A-171-B, An Ordinance Establishing City Park Regulations.

THE CITY OF COBURG ORDAINS AS FOLLOWS:

Section 1. Amending Ordinance A-171.

- a. Section 15(4) of Ordinance A-171, as amended by A-171-A and A-171-B, is hereby amended to read as follows:

The hours of closure for parks, portions thereof or facilities therein, set forth in this Section may be modified by an Administrative Order for the temporary use of public lands by individuals experiencing homelessness, issued by the City Administrator or the Administrator's designee. The City Administrator is authorized to issue and modify such an Administrative Order based upon all factors that the City Administrator deems relevant to the purposes of this Ordinance and to comply with applicable state and federal law.

- b. Section 16 of Ordinance A-171, as amended by A-171-A and A-171-B, is hereby repealed.

Section 2. Continued Effect. All unamended provisions of Ordinance A-171 shall remain unchanged and in full force and effect.

Section 3. Severability. The sections, subsections, paragraphs and clauses of Ordinance A-171 are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

Section 4. Findings. The recitals set forth above are hereby adopted as support for the amendments adopted herein.

Section 5. Effective Date. Ordinance A-171-A will take effect on the thirtieth day after its enactment.

ADOPTED by the **City Council** of the **City of Coburg** this 13th day of June, 2023, by a vote of ____ for and ____ against.

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

Nancy Bell, Mayor

ATTEST: _____
Sammy L. Egbert, City Recorder

ORDINANCE NO. A-171

(as amended by A-171-A)

(as amended by A-171-B)

PROPOSED AMENDMENTS BY A-171-C

AN ORDINANCE ESTABLISHING CITY PARK REGULATIONS; PRESCRIBING PENALTIES; AND DECLARING AN EMERGENCY

The City of Coburg ordains as follows:

SECTION 1. PURPOSE

The parks of this city are established and maintained as areas of recreation, relaxation, and enjoyment of the public. It is intended that they shall be regulated and used to permit enjoyment by a maximum number of people engaged in as many diverse interests and activities as may be practical within the limits of space, design and accommodations available in each park unit. Limitations may be required to insure the safe use of perk areas and to protect the rights of others in surrounding areas.

SECTION 2. DEFINITIONS. As used in this ordinance:

- (1) The term “park” means an area of land owned or controlled by the city, set aside and maintained by the city for recreation and relaxation of the public, including neighborhood parks and community parks, as well as limited use parks (which includes undeveloped greenways).
- (2) The term “neighborhood park” includes areas planned for public recreation, and also school grounds of each public school of the City of Coburg when said school ground is being used by the City under a recreation agreement with Eugene 4J School District.
- (3) The term “community park” includes areas such as the Norma Pfeiffer Park and similar areas which are, or may later be, planned and developed for numerous types of family or group uses.

SECTION 3. MOTORIZED VEHICLES

- (1) Motorized vehicles, such as autos, trucks, motorcycles, motor scooters, go carts, etc., shall operate, stop, or park only upon designated roadways or within designated parking areas. Exceptions will include;
 - a. Maintenance equipment when operated by city authorized personnel.
 - b. The loading and unloading of materials, supplies, or equipment as authorized by the City.
- (2) Except for city authorized vehicles or emergency vehicles, the following prohibitions shall also apply to city parks.
 - a. No bicycles shall be operated on trails designated as foot paths only.
 - b. Motor vehicles shall be operated only on roads and in parking areas constructed or designated for motor vehicle use.

- c. No motor vehicle shall be operated on a bicycle or foot path.
- d. No commercial vehicles, truck tractors (with or without a trailer), or vehicles with the combined weight greater than normal for loaded full-sized passenger automobiles, shall use the roads in any parks unless authorized or permitted by the City.

SECTION 4. HORSES AND PONIES

No person shall ride or lead any horse or pony in the park, except upon roadway or designated parking area or designated bridle path. No animal shall be hitched to a tree or shrub in a manner that endangers the tree or shrub. Horse or pony owners shall immediately remove from a park any solid waste deposited there by those animals.

SECTION 5. PETS

- (1) Dogs are prohibited in park areas posted as no dog areas.
- (2) A dog brought into or kept in any park areas shall be on a leash not more than eight (8) feet in length, or confined in a vehicle, and must be kept under control at all times.
- (3) Dog owners shall immediately remove from a park any solid waste deposited there by their dogs.
- (4) A dog's owner is responsible for the dog's behavior at all times while the dog is in the park. The City may require a person in charge of an animal to undertake any measure, including the removal of an animal from the park area, necessary to prevent interference by the animal with the safety, comfort, or well-being of park visitors, park resources, or adjoining property users. The refusal of a dog owner to follow any such orders shall be a violation of this ordinance.

SECTION 6. FIRE

No person shall build or maintain any fire in a park, except in fire rings or fireplaces as provided by the City or in a stove or barbeque unit where picnic areas are provided. No person shall take firewood from any park unless authorized by city officials to do so.

SECTION 7. COMMERCIAL ACTIVITY

- (1) No person shall sell or attempt to sell any merchandise or service or operate any concession in a park without permission of the City. The City may issue a permit authorizing the selling of merchandise or services or the operating of a concession in a park if the City determines, in its reasonable discretion, that such a commercial activity is appropriate for the park and is in the best interests of the public. The city may include reasonable conditions in said permit, and may revoke a permit if the terms of the permit are violated, or may deny a permit to a person or persons who have violated the terms of the permit within the previous year.

- (2) No person who holds a valid permit issued by the City under this section shall sell merchandise or services within the park in violation of any conditions stated in that permit.

SECTION 8. GARBAGE AND OTHER REFUSE

- (1) No person shall discard or dispose of any garbage or other refuse in a park, except in a receptacle provided by the City for such garbage or refuse.
- (2) No person shall take any garbage or other refuse into a park for the purpose of discarding or disposing of such garbage or other refuse, nor shall the same be disposed of in any park, even though it may have been placed in a city receptacle for garbage or refuse.

SECTION 9. MOTOR VEHICLE SPEED

The designated speed for motor vehicles upon the roadways within any park is 10 miles per hour (mph) unless otherwise posted. In no event shall any person operate a motor vehicle upon any roadway in a park at a speed greater than permitted by the basic rule as provided in the Oregon Revised Statutes then adopted by ordinance of the city.

SECTION 10. DANGEROUS EQUIPMENT AND ACTIVITIES

No person shall use any equipment or other thing or engage in any activity in a park that creates an unreasonable interferences or danger to other persons or property. Such activities shall include, but not limited to, the use of golf clubs, archery equipment, a discus, javelin or shot; or any aircraft, rocket or missile powered by fuel or mechanical means; or any firearm. Such activities will be allowed only provided in Section 13 of this ordinance.

SECTION 11. PROHIBITED ACTIVITIES

In addition to any other prohibitions in these rules, the following activities are prohibited within a park area:

- (1) Setting up or using a public address system without the written permission of the City.
- (2) Operating or using any battery, electrical motor, or vehicle operated noise-producing device in a manner that could disturb other park visitors or adjoining property owners or users in their reasonable use and enjoyment of their property.

Without in any manner otherwise limiting the applicability of this subsection (2), it is conclusively be presumed to be a violation of this subsection if the noise produced by any such device is audible to any person at a distance from the device of not less than 50 feet.”

- (3) Participating in a public demonstration, disturbance, or riotous behavior that interferes with the reasonable use by the general public of a park or

adjoining property owners or users in their reasonable use and enjoyment of their property.

Without in any manner otherwise limiting the applicability of this subsection (3), it shall conclusively be presumed to be a violation of this subsection for any person or persons to vocally emit sound(s) which is audible to any person at a distance of not less than 50 feet from the person or persons emitting the noise.

- (4) Playing sports outside recreation areas set aside for organized sports activities without the written permission of the City during a time when such areas are being used by others or are scheduled by the City for other use.

SECTION 12. POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES AND ALCOHOLIC LIQUOR

Consumption of alcohol other than beer or wine, or possession of any receptacle containing any such alcohol is prohibited in all park areas. Beer and wine may be consumed by persons 21 years of age or older, except in children's playground areas, restrooms, parking lots, athletic fields, tennis courts, basketball courts, as well as other areas, if such areas are so designated by the City.

SECTION 13. SPECIAL USE AREAS

The city may set aside, establish, alter, and/or discontinue special use areas in one or more of the parks. These special use areas would include, but not limited to, activities such as horse or pony riding, junior Olympics, bicycle riding, camping activities, motorcycle riding, or any one or more of those activities otherwise prohibited in this ordinance. Before establishing, altering, or discontinuing such a special use area, the City shall determine, in its reasonable discretion, the priority of needs for such areas and whether an activity may be carried on without unreasonable interference or danger to other persons in the park or adjoining property owners or users. If the City establishes a special use area, the City may designate such hours or days of usage, the particular activity or activities to be reasonably required for safety and convenience of persons and property. The City shall mark the boundaries of the special use areas and post such signs and warnings concerning that special use area as it deems reasonably appropriate. No person shall use or cause damage to any special use area, except as is normal for the one or more activities permitted in that special use areas under any conditions of use which have been specified by the City.

SECTION 14. SOUND

- (1) No person shall disturb the peace in any park between the hours of 10:00 p.m. and 7:00 a.m. For purposes of this subsection, disturbing the peace is defines a including, but not being limited to, the following;
 - a. Playing a musical instrument
 - b. Playing a radio, tape recorder, or television
 - c. Shouting
 - d. Engaging is any organized group games
- (2) No person shall use any device to amplify sound in any park unless a valid permit has been issued by the City under Subsection (3) of this section.
- (3) The City may issue a permit authorizing the use of devices to amplify sound to one or more specified persons is a designated area of a park on a certain date between specific hours if it finds, in its reasonable discretion, that the number of persons to be entertained or served by the use of sound can be adequately and reasonably served only by the amplification of sound, the City may impose conditions to such a permit which it deems reasonable, and the City may revoke a permit if the terms of the permit are violated, or may deny a permit to a person who have a condition of a permit within the previous year.
- (4) No person who holds a valid permit issued by the City under this section shall amplify sound within a park in violation of any conditions stated in that permit.

SECTION 15. HOURS OF USE; SLEEPING AND CAMPING

- (1) No person shall sleep in any park between the hours of 10:00 p.m. and 7:00 a.m., except as provided in Subsection 3 of this section.
- (2) No person shall use any tent, vehicle, camper, or trailer as a shelter for housing or sleeping in any park area, except as provided in Subsection 3 of this section.
- (3) The City may, in its reasonable discretion, issue permits for the use of tents, shelter-halves, recreational or other motor vehicles, campers or trailers as shelters for housing or sleeping in parks and for any overnight sleeping in parks between the hours 10:00 p.m. and 7:00 a.m.
- ~~(4)~~ The hours of closure for parks, portions thereof or facilities therein set forth in this Section may be modified by an Administrative Order for the temporary use of public lands by individuals experiencing homelessness, issued by the City Administrator or the Administrator's designee. The City Administrator is authorized to issue and modify such an Administrative Order based upon all factors that the City Administrator deems relevant to the purposes of this Ordinance and to comply with applicable state and federal law. ~~shall be established by order of the City and may vary due to factors it deems relevant to the purposes of this ordinance.~~

~~SECTION 16. HOURS OF PARK CLOSURE~~

~~No person shall enter or use any park during posted hours of closure without a permit to do so from the City.~~

SECTION 17. ENFORCEMENT

- (1) City law enforcement officers, public works personnel, and other authorized personnel, in any park are may order compliance by the public with park rules, and other laws, and may order any person violating the same to leave the park area. A violator also may be issued a citation for a civil infraction by city law enforcement officers. Persons refusing a lawful order to leave a park area or who have or are committing violations of city, state or federal criminal laws in a park may be arrested by city law enforcement officers.
- (2) If a notice of violation is issued, it shall state with reasonable particularity the rule or rules alleged to have been violated; shall be signed by city personnel issuing the same; and shall contain a statement thereon that a complaint may be filed in the Municipal Court of the City of Coburg in conformity therewith.
- (3) The public works or other city personnel issuing the notice of violation shall, within 24 hours thereafter, prepare a written report containing a clear and concise statement of the incident, the alleged violation, the names and addresses of any witnesses thereto, and their statements, and shall deliver the same, together with a copy of the notice of violation to the city police chief who shall determine whether a complaint shall be issued.
- (4) If a complaint is authorized by the city police chief, it shall be signed and sworn to as in the manner of other Municipal Court complaints. The complaint shall be filed with the Municipal Court. The complaint citation shall state the appearance date and amount of scheduled bail thereon, and thereafter a copy of the citation shall be served by a city police officer upon the defendant, and the officer shall file a return of service with the court.
- (5) After a complaint has been filed and served on the defendant, all subsequent proceedings shall be in accordance with the law, rules and procedures of the Municipal Court.

SECTION 18. LIABILITY

All persons to whom any use permit has been granted under this ordinance, as a condition thereof, shall agree in writing to hold the City harmless and to indemnify the City from any and all liability, attorney fees, and costs for injury to persons or property occurring as a result of the activity sponsored by permittee. Said persons shall be strictly liable to the City for any and all damages to parks, facilities, and buildings owned by the City which results from the activity of permittee or is caused by any who participate in said activity. In addition, the city may require as a condition of granting a use

permit that the permittee provide as a condition of granting a use permit that the permittee provide insurance satisfactory to the City in its terms and coverage, as well as a certificate or other adequate proof of such insurance.

“SECTION 18.1 SEPERABILITY

In the event that any section, subsection, term or provision of this Ordinance is adjudged to be unenforceable or invalid by a court or agency of competent jurisdiction, such a decision shall not invalidate the remaining sections, subsections, terms or provisions of this Ordinance which shall remain in full legal force and effect.

SECTION 19. FLORA

No person, other than a duly authorized city employee or volunteer in the performance of his or her duty or persons participating in city approves activities, shall dig, pick, remove, destroy, injure, mutilate, damage or cut any trees, plants, shrubs, blooms, or flowers, or any portion thereof growing in any park, unless written permission or a permit to do so has been granted by the city.

SECTION 21. MARKING, INJURING, OR DISTURBING ANY STRUCTURE

No person, other than a duly authorized city employee or volunteer in the performance of his or her duties, shall:

- a. Cut, break, injure, deface, or disturb any rock, building, cage, pen, monument, sign, fence, bench, structure, apparatus, equipment, or property in a park.
- b. Mark or place on any park property any mark, writing or printing.
- c. Attach to any park property any sign, card, display, or other similar device, except as authorized by the city.

SECTION 22. SIGNS AND CONCESSIONS

- (1) Except in an area so specifically designated by the City, no person may place or erect signs, markers, or inscriptions of any type within a park area without permission from the City.
- (2) The following activities are prohibited in a park area unless specifically authorized in writing by the City:
 - a. Operating a fixed or mobile concession
 - b. Soliciting, selling, offering or sale, peddling, hawking, or vending any goods or services
 - c. Advertising any goods or services
 - d. Distributing any commercial circular notice, leaflet, pamphlet, or writing or printed information of any kind. A noncommercial handbill may be distributed to a person willing to accept it, if it is distributed without charge

SECTION 23. VANDALISM AND LITTER

- (1) No person may mutilate, deface, damage, or remove a table, bench, building, sign, marker, monument, fence, barrier, fountain, faucet, traffic recorder, or any other structure, facility, or property of any kind in a park area.
- (2) No person may dig up, deface, or remove earth, stones, rock or other substance, make an excavation, lay or set off any blast, roll any stones or other objects, or assist is in doing so in a park area except with written permission or permit of the City to do so.
- (3) Refuse generated during or from activities in a park shall be left in a park area only in the receptacles designates for the=at purpose.
- (4) No person may wash any clothing, vehicles or other materials or objects in a park without the written permission of permit of the City to do so.

SECTION 24. PARKS AND FACILITIES USE PERMITS

1. Ordinance No. A-171 of the City is hereby amended as follows:
 - a. Section 24 is hereby designated as Section 25.
 - b. There is hereby added a new Section 24 which reads as follows
 1. Wherever in this ordinance it is required that a permit or permission of the city or one of its officers, employees, agents or other authorized person is necessary for a use of a city park or facilities, this permit or permission shall be obtained by filing a completed application for use on a form provided by the City not less than 10 days prior to the date of desired use. At the time of filing a non-refundable application fee as from time to time approved by the city shall be paid for profit or a non-profit enterprise in the City in order to cover the City's administrative costs. The City shall notify the applicant of its decision to grant or deny the permit.
 2. In addition to other requirements for a city permit or permission provided in this ordinance, a permit shall also be obtained as provided in subsection 24. (1) above for any of the following uses:
 - a. Any planned or organized use by 35 or more persons;
 - b. Any request for exclusive use of a City park or facility;
 - c. Any request for special City services to accommodate a proposed use.
 3. The decision to grant or deny a permit shall be made by the City's public works supervisor or designee based upon criteria which shall, without limitations of other relevant,

material criteria being considered, include timeliness of the filing, payment of the fee, complete information being provided, the proposed use's conformity to this ordinance and City park regulations, the applicant's prior misuse of park facilities or violations of this ordinance or park regulations, and the impact of the proposed use, date and time on other permit or potential users and surrounding property owners. Conflicts between applicants shall be resolved to give priority to the first to have filed for a permit who thereafter was issued one.

4. The city may require special conditions for granting a permit as is deemed reasonable necessary to protect public property or the public peace, health, safety, morals and general welfare.
5. The City may require that an applicant pay prior to the issuance of a permit, and as a condition for its issuance, for any one or more of the following, which amounts shall be approved by the City and may be changed from time to time:
 - a. Usage by persons who do not reside, own property or conduct a for profit or non-profit enterprise in the City, which charge shall not be refundable;
 - b. A security deposit for cleaning, damages and other costs that the City may incur;
 - c. The estimated costs of special or requested City services for the applicant's proposed use;
6. For charges made under subsections 25(5) B and C above, the applicant shall be liable to the City for its actual incurred and attributed costs. An applicant's prior payment under either of these subsections shall be held by the City until the applicant's use of a park or facility is completed and the City's costs have been finally determined. The City shall then provide the applicant with a written statement of the total costs the applicant is liable to pay. Payment in full shall be made within 30 calendar days from the date of the written notice. A late payment penalty charge of one and one-half percent per month shall be assessed on all late payments. In the event the City's actual costs are finally determined to be less than applicant's prior payments, the applicant shall pay the total amount of the City's costs in full and, upon receipt, the City shall cancel and return the applicant's prior

payment. In the event the City's total costs exceed the applicant's prior payment, the applicant shall either pay the City's total final costs and the City, upon receipt, shall cancel and return the applicant's prior payment, or pay the difference between the City's total final costs and the applicant's final payment, as the City shall in its discretion direct in its written statement of costs. The City shall not be liable to the applicant for the payment of interest or any other charge on the amount of the applicant's prior payment.

7. Upon application for a waiver for demonstrated economic or other hardship, the City's public works supervisor may waive the fees or charges authorized herein for non-profit organizations located or operating in the City.
8. Any party aggrieved by a decision made under this section shall file a reasonably specific written notice of appeal with the City not later than 10 calendar days after the date of notice of the City's decision. The appeal shall be submitted to the City Council for a hearing and final decision.
2. In the event any provision of this Ordinance is finally adjudged to be legally unenforceable, all other provisions of this Ordinance shall remain in full legal force and effect.
3. This ordinance establishes new services of the City. The charges authorized in this ordinance are to cover the City's estimated reasonable costs for providing these new services. This ordinance, thus, is not intended, nor does it authorize any shift, transfer or conversion from property taxes to fees, charges or assessments to replace any property taxes which have been or may be lost to the City.
4. Because the City's park and facilities have been subject to increasing uses, and this ordinance is intended to regulate those uses to avoid conflicts, an emergency is hereby declared, and this Ordinance shall take effect immediately upon adoption by the council and approved by the mayor.

SECTION 25. DISCRETION OF CITY

Whenever this ordinance makes a reference to the exercise of reasonable discretion by the City, it shall take into account the use and enjoyment of the parks for the maximum number of people, the interests of adjoining property users and the general purposes set forth in Section 1 of this ordinance.

SECTION 26. PENALTY

Any person who violates any provision of this ordinance shall be guilty of a civil infraction against the City and shall be punished by fine of not more than \$100.00 for each violation, required to make restitution for damages or harm caused by the violation, and required to pay the reasonable costs to the City of enforcement of this ordinance, including court costs and its attorney fees.

SECTION 27. EMERGENCY CLAUSE

Whereas the orderly use of City parks is necessary to preserve the peace, health, safety and general welfare of the public, and this ordinance directly advances those interests, an emergency is hereby declared to exist, and this ordinance shall take effect immediately upon its passage by the Council and approval by the Mayor.

This ordinance was read once in full and once by title at the February 26, 1991 regular meeting(s) of the Coburg City Council, whereupon it was put to a final vote. The vote of the Council was:

Yes: 6

No: 0

Abstentions: 0

Passed: X

Rejected:

SIGNED AND APPROVED this 27th day of February, 1991.

Amending ORDINANCE A-171-A signed and approved on June 3, 1997.

Amending ORDINANCE A-171-B signed and approved on August 4, 1998.

ORDINANCE A-246-A**AN ORDINANCE AMENDING ORDINANCE A-246, AN ORDINANCE CONTROLLING VEHICULAR AND PEDESTRIAN TRAFFIC**

WHEREAS, the City of Coburg finds that each community member of Coburg is entitled to a basic level of dignity, respect, and wellness, regardless of whether they are housed or unhoused. It is the official policy of the City that its responses to homelessness will be undertaken in accordance with these principles; and

WHEREAS, the City recognizes the social nature of the problem of homelessness that has contributed to individuals locating themselves in City streets and on publicly-owned property and establishing campsites there. The City is committed to ensuring the most humane treatment of homeless individuals and to the removal of homeless individuals from established campsites on public property, per ORS 195.500. The City recognizes that people experiencing homelessness need a place to sleep, shelter themselves, and store belongings. The City is committed to the safety and security of all people in the City, including people experiencing homelessness, property owners, and the traveling public, while protecting all people in the City from unsafe and dangerous conditions; and

WHEREAS, there are constitutional limits on a city's ability to address how public places can be used by people who do not have options for shelter. The Eighth Amendment to the United States Constitution prohibits "cruel and unusual punishment." The Ninth Circuit Court of Appeals has interpreted this prohibition to forbid cities from criminalizing sitting, lying sleeping and keeping warm and dry camping on all outside public property that is open to the public, at all times, by those who lack the financial means to pay for adequate shelter, unless adequate shelter is available to such person free of charge; and

WHEREAS, the City Council acknowledges the lack of nightly shelter beds and housing currently available and recognizes the systemic lack of state and federal investment in shelter and public health services for those experiencing homelessness; and

WHEREAS, the State of Oregon is facing an overwhelming crisis of people experiencing homelessness; and

WHEREAS, using the Lane County Homeless by Name List (HBNL) data, the number of individuals reported as experiencing homelessness has been increasing, Lane County has seen an increase in individuals experiencing homeless from 3,477 in October 2020 to 3,754 in October 2021 to 4,599 in October 2022; and

WHEREAS, due to the City's small size and proximity to I-5, unhoused individuals seeking a place to sit, lie, sleep and keep warm and dry within the City of Coburg to date have been transitory, on their way north or south on I-5, resulting in no constant nor average number of individuals experiencing homelessness within the City; and

WHEREAS, the City Council intends to regulate sitting, lying, sleeping, and keeping warm and dry and survival sheltering outdoors on City streets and public property that is open to the public only in the context of the City's commitment to monitor available public space, particularly rights of ways, available in comparison to the number of unhoused individuals within the City of Coburg on an ongoing basis; and

WHEREAS, the City Council acknowledges that it is currently unavoidable that some people will live or shelter for survival outdoors until they are able to access affordable or free shelter or housing; and

WHEREAS, City streets are designed and intended for travel and transportation, and provision of utility services, among other uses. City streets are not designed or intended for overnight use in the same way as a recreational campsite. People living in makeshift camps in the right-of-way and in vehicles often lack access to safe and sanitary restrooms and trash receptacles, resulting in unsanitary conditions from improper disposal of human waste and trash; and

WHEREAS, the placement of tents, bedding, and other structures on City streets on or next to paved surfaces and/or between curb lines is dangerous to those sitting, lying, sleeping, and keeping warm and dry because of the proximity to vehicles and other users of the streets. Placement of those items on sidewalks or bike lanes or paths can impede the use of sidewalks, bike lanes, paths and other public ways if clear passage is not maintained. The City has a responsibility as the road authority to maintain the streets, sidewalks and bike lanes and paths as safe, passable, and accessible, and to act to avoid death and injury to all users of the streets, including those without other homes; and

WHEREAS, the current Coburg Municipal Code does not ban camping on City streets in vehicles parked in compliance with parking regulations that apply to all vehicles, including no parking of vehicles in one location for more than 72 hours at a time, whether used for shelter or not; and

WHEREAS, the City recognizes the need to provide public locations within the City for individuals experiencing homelessness who are unable access locations within the City to sit, lie, sleep, and keep warm and dry, while also protecting the intended use of public property via objectively reasonable time, place, and manner regulations; and

WHEREAS, the City Council and staff have identified all City owned public lands, including streets; and

WHEREAS, this Ordinance does not criminalize or otherwise subject an individual to citation for the acts of sitting, lying, sleeping, or keeping warm and dry outside on public

property, as prohibited by the Ninth Circuit in *Martin v. City of Boise*, *Blake v. City of Grants Pass*, *Johnson v. City of Grants Pass* and ORS 195.530. Instead, this Ordinance ensures that the City's vehicular and pedestrian traffic regulations constitute reasonable time, place, and manner regulations that balance the rights of people without shelter to use some outside public places to meet basic needs with the City's obligation to manage public spaces to meet their intended uses and to maintain health and safety for everyone in Coburg; and

WHEREAS, the Coburg City Council met in a work session on April 25, 2023, to discuss the impact of the above-recognized state and local laws on City municipal ordinances; and

WHEREAS, on May 9, 2023, the City Council held a public hearing on the revision to Ordinance A-246, An Ordinance Controlling Vehicular and Pedestrian Traffic.

THE CITY OF COBURG ORDAINS AS FOLLOWS:

Section 1. Amending Section 23. Section 23 of Ordinance A-246 is hereby amended as follows:

- a. Subsection 4 is hereby repealed.
- b. Subsection 14 is hereby amended to read as follows:

No person, firm or corporation shall store on any street for longer than seventy-two (72) consecutive hours any wagon, automobile, farming implement, traction engine, machinery, motor home, recreational vehicle, camper, boat, trailer or vehicle; provided, however, that mechanics may make minor repair to such machinery of vehicles while temporarily on the streets for that purpose if traffic is not thereby obstructed. This section shall not apply to machinery or vehicles owned by or in the employ of the city and used in working on the streets.

- c. Subsections 5 through 15 are hereby renumbered consecutively as 4-14.

Section 2. Continued Effect. All unamended provisions of Ordinance A-246 shall remain unchanged and in full force and effect.

Section 3. Severability. The sections, subsections, paragraphs and clauses of Ordinance A-246 are severable. The invalidity of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses.

Section 4. Findings. The recitals set forth above are hereby adopted as support for the amendments adopted herein.

Section 5. Effective Date. Ordinance A-246-A will take effect on the thirtieth day after its enactment.

ADOPTED by the **City Council** of the **City of Coburg** this 13th day of June, 2023, by a vote of ____ for and ____ against.

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

Nancy Bell, Mayor

ATTEST: _____
Sammy L. Egbert, City Recorder

ORDINANCE A-246

PROPOSED AMENDMENTS BY A-246-A (5.2023)

AN ORDINANCE CONTROLLING VEHICULAR AND PEDESTRIAN TRAFFIC; PROVIDING PENALTIES; AND REPEALING ORDINANCE A-188.

THE CITY OF COBURG ORDAINS AS FOLLOWS:

SECTION 1. SHORT TITLE.

This ordinance may be cited as City of Coburg Uniform Traffic and Parking Ordinance.

STATE TRAFFIC LAWS

SECTION 2. APPLICABILITY OF STATE TRAFFIC LAWS.

Provisions of Oregon Revised Statutes, Chapters 801, 803, 806, 807, 809-811, 813-816, and 818-821, and Chapter 153, except for ORS 153.093 and 153.125-153.145, are hereby adopted, and any violation shall constitute an offense against the city.

SECTION 3. DEFINITIONS.

1. In addition to those definitions contained in the above ORS chapters, the following words or phrases, except where the context clearly indicates a different meaning, shall mean:
 - A. **Bicycle.** A non-motorized vehicle designed to be ridden, propelled by human power, and having two or more wheels the diameter of which are in excess of 10 inches, or having two or more wheels where any one wheel has a diameter in excess of 15 inches. The term "bicycle" includes an "electric assisted bicycle."
 - B. **Bus stop.** A space on the edge of a roadway designated by sign for use by buses loading or unloading passengers.
 - C. **Commercial Motor Vehicle.** A motor vehicle or combination of motor vehicles that:
 1. Has a gross combination weight rating of 26,001 pounds or more, inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
 2. Has a gross vehicle weight rating 26,001 pounds or more;
 3. Is designated to transport 16 or more persons including the driver;
 4. Is of any size and is used in the transportation of hazardous materials; or

5. Is of any size and is owned or leased by, or operated under a contract with a mass transit district, or a transportation district when the vehicle is actually being used to transport passengers for hire, regardless of the number of passengers, unless the vehicle is a taxi.
 6. A commercial motor vehicle does not include the following:
 - (I) An emergency fire vehicle being operated by firefighters as defined in ORS 652.050;
 - (II) Emergency vehicles being operated by emergency service workers as defined in ORS 401.025.
 - (III) A motor home used to transport or house, for nonbusiness purposes, the operator or the operator's family members or personal possessions;
 - (IV) A vehicle that is owned or leased by, or operated under contract with, a mass transit district or a transportation district when the vehicle is actually being used to transport passengers for hire and is being operated by a volunteer driver, so long as the vehicle is not one described in section of this section; or
- D. Electric assisted bicycle.** A vehicle that is operated solely for personal use and,
1. Is designed to be operated on the ground on wheels,
 2. Has a seat or saddle for use of the rider,
 3. Is designed to travel with not more than three wheels in contact with the ground,
 4. Has both fully operative pedals for human propulsion and an electric motor, and is equipped with an electric motor that:
 - (I) Has a power output of not more than 1,000 watts, and
 - (II) Is incapable of propelling the vehicle at a speed of greater than 20 miles per hour on level ground.
- E. Guest.** A bona fide visitor to a residence located on a residential parking street.
- F. Holiday.** New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other day proclaimed by the Council to be a holiday.
- G. Loading zone.** A space on the edge of a roadway designated by sign for the purpose of loading or unloading passengers or materials during specified hours of specified days.
- H. Motor vehicle.** Every vehicle that is self-propelled, including tractors, fork-lift trucks, motorcycles, road building equipment, street cleaning equipment, and any other vehicle capable of moving under its own power notwithstanding that the vehicle may be exempt from licensing under the motor vehicle laws of Oregon.

- I. **Park or parking.** The condition of:
 - 1. A motor vehicle that is stopped while occupied by its operator with the engine turned off, or
 - 2. A motor vehicle that is stopped while unoccupied by its owner whether or not the engine is turned off.
- J. **Parking Permit.** A valid resident parking permit or guest parking permit issued by The City of Coburg.
- K. **Pedestrian.** A person on the public right-of-way, except:
 - 1. The operator or passenger of a motor vehicle or bicycle.
 - 2. A person leading, driving, or riding an animal or animal-drawn conveyance.
- L. **Person.** A natural person, firm, partnership, association, or corporation.
- M. **Recreational Vehicles.** A vehicle designed to be used primarily as temporary living quarters for recreational, camping, travel, or seasonal use that either has its own motor power or is mounted on or towed by another vehicle, including but not limited to camping trailers, fifth wheel trailers, motor homes, travel trailers, and truck campers. For purposes of this Ordinance, recreational vehicles include boats that are used primarily as temporary living quarters for recreational, camping, travel, or seasonal use.
- N. **Residence.** A single-family, two-family, or multi-family dwelling within the boundaries of the City of Coburg.
- O. **Resident.** The principal occupant of a residence.
- P. **Residential Parking Street.** A street within the boundaries of the City of Coburg, which the council designates as requiring a parking permit to park a motor vehicle at any time, at certain times, between certain dates, or on certain days.
- Q. **Restricted Zone.** A zone within the city limits which may be streets, partial streets, or blocks which have been designated by the City Council as an area in which parking, stopping, or standing requires the use of a permit or other approved means to park, stop, or stand.
- R. **Stand or Standing.** The stopping of a motor vehicle while occupied by its operator with the engine running, except stopping in obedience to the instructions of a traffic officer or traffic control device or for other traffic.
- S. **Stop.** Complete cessation of movement.
- T. **Street and other property open to public travel.**
 - 1. **Street.** The terms "highway," "road," and "street," when used in this ordinance or in the ORS chapters incorporated herein, shall be considered synonymous, unless the context precludes such construction. "Street," as defined in this ordinance and the ORS chapters incorporated by reference

herein, includes alleys, sidewalks, and parking areas and access ways owned or maintained by the city.

2. **Other property open to public travel.** Property, whether publicly or privately owned and whether publicly or privately maintained, upon which the public operates motor vehicles either by express or implied invitation other than streets as defined in Subpart (i) of this section, and excepting public school property, county property, or property under the jurisdiction of the State Board of Higher Education. Other property open to public travel shall include but not be limited to parking lots, service station lots, shopping center and supermarket parking lots, and other access ways and parking areas open to general vehicular traffic, whether or not periodically closed to public use.
- U. **Taxicab stand.** A space on the edge of a roadway designated by sign for use by taxicabs.
- V. **Traffic control device.** A device to direct vehicular or pedestrian traffic or parking, including but not limited to a sign, signaling mechanism, barricade, button, or street or curb marking installed by the city or other authority.
- W. **Traffic lane.** That area of the roadway used for the movement of a single line of traffic.
- X. **Vehicle.** Any device in, upon, or by which any person or property is or may be transported or drawn upon a public highway and includes vehicles that are propelled or powered by any means. Vehicles include bicycles, but do not include manufactured structures.

ADMINISTRATION.

SECTION 4. POWERS OF THE COUNCIL.

1. Subject to state laws, the City Council shall exercise all municipal traffic authority for the city except those powers specifically and expressly delegated herein or by another ordinance.
2. The powers of the Council shall include but not be limited to:
 - A. Designation of through streets.
 - B. Designation of one-way streets.
 - C. Designation of truck routes.
 - D. Designation of parking meter zones.
 - E. Restriction of the use of certain streets by any class or kind of vehicle to protect the streets from damage.

- F. Authorization of greater maximum weights or lengths for vehicles using city streets than specified by state law.
- G. Initiation of proceedings to change speed zones.
- H. Revision of speed limits in parks.
- I. Closing of city streets for special events.

SECTION 5. DUTIES OF THE DIRECTOR OF PUBLIC WORKS.

The Director of Public Works or designee may exercise the following duties consistently with section 7

1. Implement the ordinances, resolutions, and motions of the council and the Directors of Public Works own orders by installing traffic control devices. Such installations shall be based on the standards contained in the Oregon Manual on Uniform Traffic Control Devices for Streets and Highways.
2. Establish, maintain, remove, or alter the following classes of traffic controls:
 - A. Crosswalks, safety zones, and traffic lanes.
 - B. Intersection channelization and areas where drivers of vehicles shall not make right, left, or U-turns, and the time when the prohibition applies.
 - C. Parking areas and time limitations, including the form of permissible parking (e.g., parallel or diagonal).
3. Establish, maintain, remove, or alter traffic control signals or signs.
4. Establish, maintain, remove, or alter loading zones and stops for all vehicles.
5. Temporarily block or close streets.

SECTION 6. PUBLIC DANGER.

Under conditions constituting a danger to the public, the Director of Public Works or designee may install temporary traffic control devices deemed to be necessary.

SECTION 7. STANDARDS.

The regulations of Director of Public Works or designee shall be based upon:

1. Traffic engineering principles and traffic investigations.
2. Standards, limitations, and rules promulgated by the State Highway Commission.
3. Other recognized traffic control standards.

SECTION 8. AUTHORITY OF POLICE DEPARTMENT AND FIRE AGENCIES.

1. It shall be the duty of police officers to enforce the provisions of this ordinance.

2. In the event of a fire or other public emergency, officers of the police and fire agencies may direct traffic as conditions require, notwithstanding the provisions of this ordinance.

SECTION 9. OBEDIENCE TO AND ALTERATION OF CONTROL DEVICES.

1. No person shall disobey the instruction of a traffic officer or a traffic control device.
2. No unauthorized persons shall install, move, remove, obstruct, alter the position of, deface, or tamper with a traffic control device.

SECTION 10. EVIDENCE.

The existence of a traffic control device shall be prima facie evidence that the device was lawfully authorized and installed.

SECTION 11. EXISTING CONTROL DEVICES.

Traffic control devices installed prior to the adoption of this ordinance are lawfully authorized.

SECTION 12. RULES OF ROAD.

In addition to state law, the following shall apply to the operation of vehicles upon the streets of the city:

1. The operator of a vehicle shall not back the vehicle unless the movement can be made with reasonable safety and without interfering with other traffic, and shall yield the right-of-way to moving traffic and pedestrians.
2. The operator of a vehicle in the traffic lane shall have the right-of-way over an operator of a vehicle departing from a parking space.
3. No operator of a vehicle shall pull away from a curb or other parking area without giving an appropriate turn signal when other traffic may be affected.
4. Where a stop sign is erected at or near the entrance to an intersection, the operator of a vehicle approaching shall bring the vehicle to a stop before crossing a stop line or crosswalk; or, if none, then before entering the intersection. Stopping at a point which does not yield an unobstructed view of traffic on the intersecting street shall not constitute compliance with the requirements of this section.
5. Notwithstanding an indication by a traffic control device to proceed:
 - A. No operator of a vehicle shall enter an intersection unless there is sufficient space on the opposite side of the intersection to accommodate the operator's vehicle without obstructing the passage of other vehicles.

- B. No operator of a vehicle shall enter a marked crosswalk, whether or not at an intersection, unless there is sufficient space on the opposite side of the crosswalk to accommodate the operator's vehicle without obstructing the passage of pedestrians.

SECTION 13. CROSSING PRIVATE PROPERTY.

No operator of a vehicle shall proceed from one street to an intersecting street by crossing private property. This provision shall not apply to the operator of a vehicle who stops on the property for the purpose of procuring or providing goods or services.

SECTION 14. EMERGING FROM VEHICLE.

No person shall open the door of a motor vehicle into a traffic lane without first ascertaining that it can be done in safety.

SECTION 15. UNLAWFUL RIDING.

1. No operator shall permit a passenger and no passenger shall ride on a vehicle upon a street except on a portion of the vehicle designed or intended for the use of passengers. This provision shall not apply to an employee engaged in the necessary discharge of a duty, or to a person riding within a truck body in space intended for merchandise.
2. No person shall board or alight from a vehicle while the vehicle is in motion upon a street.
3. No person shall allow a domestic animal to ride on a vehicle upon a street except on a portion of the vehicle designed or intended for the use of passengers, unless a device is used to prevent the domestic animal from leaping from the vehicle while it is in motion
4. No person shall operate a motor vehicle while holding a pet.

SECTION 16. CLINGING TO VEHICLES.

No person riding upon a bicycle, motorcycle, coaster, roller skates, sled or other device shall attach the device or person to a moving vehicle upon a street. Nor shall the operator of a vehicle upon a street knowingly allow a person riding on any of the above vehicles or devices to attach to the vehicle or a device to the vehicle.

SECTION 17. DAMAGING SIDEWALKS AND CURBS.

1. The operator of a vehicle shall not drive upon a sidewalk or roadside planting strip except to cross at a permanent or temporary driveway.

2. No unauthorized person shall place dirt, wood or other material in the gutter or space next to the curb of a street with the intention of using it as a driveway.
3. No person shall remove a portion of a curb or move a motor vehicle or device moved by a motor vehicle upon a curb or sidewalk without first obtaining authorization from the Public Works Director and posting bond if required. A person who causes damage shall be held responsible for the cost of repair.
4. It shall be unlawful for any person except the City to paint, write, print or otherwise place any sign or other matter upon the surface of any of the streets, alleys, sidewalks or crosswalks within the city limits, except that bus stop benches with signs upon them may be placed at such locations and for such periods of time as the council may from time to time permit.

SECTION 18. OBSTRUCTING STREETS AND SIDEWALKS.

It shall be unlawful for any person to place on any street, alley or sidewalk any building material, wood, farm implements, vehicles, merchandise or other material which in any way tends to obstruct the travel or free passage of pedestrian and vehicular traffic; provided that lumber, building materials and wood may be so placed, but shall not remain longer than 48 hours; and in case the passage of pedestrians or traffic is liable to be endangered thereby, the chief of police may require a warning light to be placed thereon at night. And it shall be unlawful for any person owning or in charge of land abutting on a sidewalk to allow trees on the land to grow over the sidewalk in such a manner as to obstruct free passage of traffic along the sidewalk.

SECTION 19. REMOVING GLASS AND DEBRIS.

A party to a vehicle accident or a person causing broken glass or other debris to be upon a street shall be responsible for ensuring the removal of the glass and other debris from the street. Tow truck operators shall be required to clean debris at the scene of an accident when they have been employed to remove one or more vehicles from the scene.

SECTION 20. ILLEGAL OPERATION OF A MOTOR ASSISTED SCOOTER.

All motor assisted scooters must abide by the same rules of the road as would apply to bicycles and must be equipped with the same equipment as required for bicycles.

PARKING REGULATIONS

SECTION 21. PARKING REGULATIONS NOT EXCLUSIVE.

These parking regulations do not supersede or preclude the enforcement of any other regulation of parking or storage of vehicles in specified places or at specified times.

SECTION 22. METHOD OF PARKING.

1. No person shall stand or park a vehicle in a street other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement, and with the curbside wheels of the vehicle within 12 inches of the edge of the curb, except where the street is marked or signed for angle parking.
2. Where parking space markings are placed on a street, no person shall stand or park a vehicle other than in the indicated direction and, unless the size or shape of the vehicle makes compliance impossible, within a single marked space.
3. The operator who first begins maneuvering a motor vehicle into a vacant parking space on a street shall have priority to park in that space, and no other vehicle operator shall attempt to deprive the first operator of priority or block access.
4. Whenever the operator of a vehicle discovers that their vehicle is parked close to a building to which the fire district has been summoned, the operator shall immediately remove the vehicle from the area, unless otherwise directed by police or fire officers.

SECTION 23. PROHIBITED PARKING AND STANDING.

In addition to the state motor vehicle laws prohibiting parking, no person shall park or stand:

1. A vehicle upon a bridge, viaduct, or other elevated structure used as a street.
2. A vehicle in an alley other than for the expeditious loading or unloading of persons or materials, but in no case for a period in excess of 30 consecutive minutes.
3. A commercial motor vehicle or commercial vehicle on a street between the hours of 9:00 p.m. and 7:00 a.m. of the following day in front of or adjacent to or close enough to cause an inconvenience to a residence, motel, apartment house, hotel, or other sleeping accommodation.
- ~~4. For more than 5 days, cumulative or consecutive, in any calendar quarter, a motor home used to transport or house, for non-business purposes, the operator or the operator's family members or personal possessions.~~
- 5.4. A vehicle upon a highway, except as authorized.
- 6.5. A vehicle upon or across a sidewalk.

- ~~7.6.~~ A vehicle parked within 20 feet of a crosswalk at an intersection on a street within the City jurisdiction.
- ~~8.7.~~ A vehicle within ten feet of railroad tracks.
- ~~9.8.~~ A vehicle within ten feet of a fire hydrant.
- ~~10.9.~~ A vehicle within two feet of a driveway or in any portion of a street which blocks vehicular access to any driveway.
- ~~11.10.~~ A vehicle on a bike path or bike lane.
- ~~12.11.~~ In a manner that obstructs or interferes with the delivery of mail.
- ~~13.12.~~ Motor homes, recreational vehicles, campers, boats, or trailers are prohibited from being parked on the street:
- A. For the principal purpose of displaying the vehicle for sale.
 - B. For repairing or servicing the vehicle, except minor repairs necessitated by an emergency.
 - C. For the principal purpose of displaying advertising from the vehicle.
 - D. For the principal purpose of selling merchandise from the vehicle, except when authorized.
- ~~13.4. Except as permitted by Section 23(4), n~~ No person, firm or corporation shall store on any street for longer than seventy-two (72) consecutive hours any wagon, automobile, farming implement, traction engine, machinery, motor home, recreational vehicle, camper, boat, trailer or vehicle; provided, however, that mechanics may make minor repair to such machinery of vehicles while temporarily on the streets for that purpose if traffic is not thereby obstructed. This section shall not apply to machinery or vehicles owned by or in the employ of the city and used in working on the streets. This does not give the right to nor prohibit the removal of vehicles that are a traffic hazard or safety hazard.
- ~~14.5.~~ A recreational vehicle in violation of Section 31.

SECTION 24. PROHIBITED PARKING.

1. No operator shall park and no owner shall allow a vehicle, motor homes, campers, boats, recreational vehicles, or trailers to be parked upon a street for the principal purpose of:
 - A. Displaying the vehicle for sale.
 - B. Repairing or servicing the vehicle, except repairs necessitated by an emergency.
 - C. Displaying advertising from the vehicle.
 - D. Selling merchandise from the vehicle, except when authorized.
 - E. Storing the vehicle for longer than 72 consecutive hours.

2. No person, firm or corporation shall store on any street for longer than three consecutive days any wagon, automobile, farming implement, traction engine, machinery, motor home, camper, boat, trailer or vehicle; provided, however, that mechanics may repair such machinery or vehicles while temporarily on the streets for that purpose if traffic is not thereby obstructed. This section shall not apply to machinery or vehicles owned by or in the employ of the city and used in working on the streets.
3. No person shall park or stand any vehicle upon any residential parking street without a residential parking permit or guest parking permit, prominently displayed on the vehicle, at any time during which the residential parking street is limited to residential parking.
 - A. A resident may apply to the city for residential or guest parking permits. The city shall issue a residential parking permit if the applicant lives on a residential parking street that is within the restricted zone, possesses a valid driver's license, and provides proof of current vehicle registration. The city may issue guest parking permits to qualified residents.
 - B. The parking permit(s) shall be valid as long as the registered owner maintains the same address as indicated on the initial permit.
 - C. The duty of issuing permits may be delegated to any employees of the city or volunteers for the city who do not directly work for the police department.
 - D. Parking permits shall be used only by residents who live on a residential parking street within the restricted zone or their bona fide guests who are visiting a residence within the restricted zone. The parking permit shall be clearly displayed on the motor vehicle. Guest parking permits must reflect the address of the resident who resides within the restricted zone. Guest passes shall not be loaned, sold, leased, or otherwise provided to others for any purpose other than enabling vehicles to park within the restricted zone for purposes of visiting a residence within the restricted zone.
 - E. A resident may apply to the City Council for an exception granting relief from the parking permit requirements within a restricted zone to allow for special events. The City Council shall decide the manner in which to grant the relief to the resident. The relief granted shall not last more than 24 hours.
 - F. Unauthorized reproduction or unauthorized use of any residential parking permit, guest parking permit, or other sticker, placard, or identifying item issued by the police department to aid in the identification of vehicles is a violation of this ordinance.

- G. Theft of a parking permit is a class "C" misdemeanor punishable by a fine established by order of the Municipal Court Judge, imprisonment not to exceed 30 days, or both.
- H. It shall be a violation to park a vehicle on a street within a restricted zone, unless the vehicle has a prominently displayed, valid parking permit.

SECTION 25. USE OF LOADING ZONE.

No person shall stand or park a vehicle for any purpose or length of time, other than for the expeditious loading or unloading of persons or materials, in a place designated as a loading zone when the hours applicable to that loading zone are in effect. In no case when the hours applicable to the loading zone are in effect shall the stop for loading and unloading of materials exceed the time limits posted. If no time limits are posted, then the use of the zone shall not exceed 30 minutes.

SECTION 26. LEAVING UNATTENDED VEHICLE.

No operator or person in charge of a motor vehicle shall park it or allow it to be parked on a street, on other property open to public travel, or on a new or used car lot without first stopping the engine, locking the ignition, removing the ignition key from the vehicle, and effectively setting the brake. If the vehicle is attended, the ignition key need not be removed.

SECTION 27. STANDING OR PARKING OF BUSES REGULATED.

The operator of a bus shall not stand or park the vehicle upon a street in a business district at a place other than a bus stop.

SECTION 28. RESTRICTED USE OF BUS STOPS.

No person shall stand or park a vehicle other than a bus in a bus stop, except that the operator of a passenger vehicle may temporarily stop for the purpose of and while actually engaged in loading or unloading passengers, when stopping does not interfere with a bus waiting to enter or about to enter the restricted space.

SECTION 29. LIGHTS ON PARKED VEHICLE.

No lights need be displayed upon a vehicle that is parked in accordance with this ordinance upon a street where there is sufficient light to reveal a person or object at a distance of at least 500 feet from the vehicle.

SECTION 30. EXTENSION OF PARKING TIME.

No operator of a motor vehicle shall park and no owner shall allow a vehicle to stand continuously for a time longer than the maximum time limit posted on an official sign. Where maximum parking time limits are designated by sign, movement of a vehicle within a block to another restricted area shall not extend the time limits for parking.

SECTION 31. PARKING AND USE OF RECREATIONAL VEHICLES.

See Ordinance Regulating the Parking and Use of Recreational Vehicles within the City of Coburg.

SECTION 32. MOTOR VEHICLES AND TRAILER PARKING REGULATIONS ON ROBERTS ROAD

1. Motor vehicles and trailers including semi-trucks, camping trailers, fifth wheel trailers, motor homes, travel trailers or truck campers, whether separate or attached, parking, standing and stopping on Roberts Road and Roberts Court within the City of Coburg are subject to the following regulations:
 - A. No parking, standing or stopping is allowed on the entire length of the west side of Roberts Road.
 - B. No parking, standing or stopping is allowed on the first fifty feet of the east side of Roberts Road starting from its intersection with Pearl Street.
 - C. On the remaining length of the east side of Roberts Road parking, standing or stopping for a maximum of one hour is allowed for motor vehicles and trailers attached to a motor vehicle, but parking of unattached trailers is prohibited.
 - D. On Roberts Court parking, standing or stopping is allowed for a maximum of fifteen minutes.
 - E. Moving a motor vehicle or trailer to another location on the same street does not start a new time period for purposes of these regulations.
2. The owner of a motor vehicle or trailer placed in violation of a regulation established herein shall be responsible for the offense, except where the use of the vehicle or trailer was secured by the operator without the owner's consent. In a prosecution of a vehicle or trailer owner, charging a violation of this or another ordinance, proof that the vehicle at the time of the violation was registered to the defendant constitutes a presumption in fact of the defendant's ownership.

SECTION 33. EXEMPTION.

The provisions of this ordinance regulating the parking or standing of vehicles shall not apply to a vehicle of the city, county, or state or public utility while necessarily in use for construction or repair work on a street, or a vehicle owned by the United States while in use for the collection, transportation, or delivery of mail.

BICYCLE REGULATIONS

SECTION 34. BICYCLE EQUIPMENT.

A bicycle operated upon the streets shall be equipped as required by state law, including lights and reflectors. In addition, a bicycle shall be equipped with a brake capable of sliding at least one tire when applied on dry, level, clean pavement, and a functioning bell or horn. No bicycle shall be equipped with a siren or whistle.

SECTION 35. BICYCLE OPERATING RULES.

Persons operating bicycles within the City will follow all Oregon State Laws pertaining to the operation of a bicycle as stipulated in the Oregon Revised Statutes.

SECTION 36. IMPOUNDING OF BICYCLES.

1. It shall be unlawful to leave a bicycle on public or private property without the consent of the person in charge or the owner thereof.
2. A bicycle left on public property for a period in excess of 24 hours may be impounded by the police department.
3. In addition to any citation issued, a bicycle parked in violation of this ordinance may be immediately impounded by the police department.
4. If a bicycle impounded under this ordinance is licensed, or other means of determining its ownership exist, the police shall make reasonable efforts to notify the owner. An impounding fee, as set forth in the City's fee schedule, shall be charged to the owner. No impounding fee shall be charged to the owner of a stolen bicycle which has been impounded.
5. A bicycle impounded under this ordinance which remains unclaimed shall be disposed of in accordance with the city's procedures for disposal of abandoned or lost personal property.

PEDESTRIANS

SECTION 37. USE OF SIDEWALKS.

A pedestrian shall not use a roadway for travel when a sidewalk is available.

SECTION 38. PEDESTRIANS MUST USE CROSSWALKS.

No pedestrian shall cross a street other than within a crosswalk in blocks with marked crosswalks, or if within 150 feet of a marked crosswalk. If a crosswalk is not present then the pedestrian can cross at any corner.

SECTION 39. RIGHT ANGLES.

A pedestrian shall cross a street at a right angle, unless crossing within a crosswalk.

SECTION 40. OBEDIENCE OF TRAFFIC LIGHTS.

At an intersection where a pedestrian control light is in operation, no pedestrian shall start to cross the street except when the walk signal is illuminated. Where only vehicle control lights are in operation, no pedestrian shall start to cross the street except when the green light is illuminated.

PARADES, PROCESSIONS AND CRUISING.

SECTION 41. PARADES AND PROCESSIONS.

During parades, the police may clear the streets and prohibit vehicles and pedestrians from crossing the streets. No pedestrian or vehicle shall break through the line of a funeral procession.

SECTION 42. CRUISING.

Cruising events within the City of Coburg are authorized by permit issued to a sponsor or sponsors upon proper application to the City of Coburg. An individual's authorization to cruise within the City is only authorized by a permission slip. Individual permission is granted only upon agreement by vehicle operators and registrants to conduct themselves pursuant to State laws, local ordinances, and event rules. The event permit and the individual permission slips are revocable on the spot by the City of Coburg through its appointed officials, police officers, or administrator, or event sponsor(s) when reasonable suspicion exists that any violation of law, rule, or ordinance has occurred.

DEFINITIONS

1. **Unlawful Cruising.** The repeated passage of a vehicle on any portion of a street which is within an approved cruising route, three or more times in a two hour period, without a city-authorized permission slip during an authorized cruise event.

2. **Cruising Permit.** A permit issued by the event sponsor and provided by the City of Coburg for a properly authorized cruising event.
3. **Cruising Event.** An authorized event with an identified sponsor or sponsors with a specified cruising route, which has been approved by the City Council.
4. **Prohibited Cruising Activity.** Any operation of a motor vehicle in which the State Motor Vehicle Code, criminal statutes, city ordinances, or cruising regulations are violated.
5. **Cruising Permission Slip.** The sponsor issued and city provided permit which must be posted clearly in the front windshield of all registered cruisers allowing the clearly legible recognition of the registration number. The cruising permission slip will include the following information:
 - A. The cruise permit number will be in large block letters of at least one half inch in height, the permit will be of a bright easily noticeable color identifying the owner or driver. The information included in the permit must identify the insurance company currently insuring the vehicle and the active policy number with expiration date. The permit may include or require any other applicable and informative details as the City of Coburg deems prudent.
 - B. Safety Regulations. All other rules established by city departments prior to the cruising event and listed upon the cruising permission slip issued during registration.
 - C. Permit Revocation. May occur at any time when an event sponsor, police officer, or other city official has a reasonable suspicion the operation of the permitted vehicle is dangerous or in violation of the rules established, motor vehicle code, or local ordinances.

TOWING

1. **Notice of Towing, Towing and Impounding.** This ordinance authorizes the towing and impounding of vehicles participating in "prohibited cruising activity" upon a second or subsequent violation of any rule, law, or ordinance. Upon issuing a first citation for violation of any portion of this section, the police officer shall give the person whom the citation is issued a written notice which shall state:

NOTICE

You have been cited for violation of Ordinance ____, Section 40 for violation of the rules, ordinances, or laws regulating cruising. If the vehicle you are driving is again driven along or across the cruise event area authorized by the city council during the advertised hours of the authorized cruise event, the driver will be cited for violation of Ordinance ____ Section 40 and its applicable subsections, and this vehicle shall be towed and impounded. The impounded vehicle will be released to its registered

owner, upon proof of ownership, and the payment of towing, impoundment, and administrative fees.

2. Riding on any portion of a vehicle, outside of the driver's or passenger's compartment, in which mounted seats and safety belt systems equipped pursuant to Oregon Revised Statutes 815.055, 815.075, and 815.080 are not in use by the occupants (except antique vehicles specifically exempted in ORS 815.105).
 - A. Order to Leave. An order issued by any law enforcement officer to any driver or occupant of any motor vehicle, directing such person to remove themselves and the vehicle from the cruising route, and not to return to such route while the cruise is in progress.
 - B. Requirements. All persons engaging in cruising activities shall obey the Oregon Vehicle Code, all safety regulations, and all city ordinances, including all requirements for proper installation and use of safety belts.
 - C. Prohibitions. No person shall engage in any prohibited cruising activity, including, but not limited to, unlawful cruising and unsafe external riding. No person shall disobey a lawful order to leave.
 - D. Insurance. All cruise permission slip applicants must have proof of current, adequate motor vehicle insurance immediately prior to being issued a permission slip.
 - E. Operator's License. All cruise permission slip applicants must possess and show to event sponsors proof of current authorization to operate a motor vehicle in the United States of America immediately prior to being issued a permission slip.
 - F. Improper issuance of permission slip. Sponsors shall issue permission slips only to applicants who meet the requirements of this ordinance. Improper issuance of a permission slip is a violation of this ordinance.
 - G. Traffic Citations. Police officers will issue Uniform Traffic Citations to persons who violate this ordinance during an authorized cruise.
 - H. Exemptions.

This section shall not apply to:

- A. any publicly owned vehicle of any city, county, public district, state or federal agency;
- B. any vehicle listed for public transportation;
- C. any other vehicle granted an exemption by a law enforcement officer because passage of the vehicle along or across the traffic congested street is necessary for commercial or medical reasons.

PARKING CITATIONS AND OWNER RESPONSIBILITY

SECTION 43. CITATIONS ON ILLEGALLY PARKED VEHICLES.

Whenever a vehicle without an operator is found parked in violation of a restriction imposed by this ordinance, the officer finding the vehicle shall take its license number and any other information displayed on the vehicle which may identify its owner, and shall conspicuously affix to the vehicle a parking citation for the operator to answer to the charge or pay the penalty imposed within ten days during the hours and at a place specified in the citation. The bail schedule shall be established by the Municipal Court. The officer will follow the impound rules as designated by police departmental procedures.

SECTION 44. FAILURE TO COMPLY WITH TRAFFIC CITATION ATTACHED TO PARKED VEHICLE.

If the operator does not respond to a traffic citation affixed to such vehicle within a period of ten days, the court clerk may send to the owner of the vehicle to which the traffic citation was affixed a letter informing the operator of the violation and issuing a warning that, in the event the letter is disregarded for a period of ten days, a warrant for the operator's arrest may be issued.

SECTION 45. OWNER RESPONSIBILITY.

The owner of a vehicle placed in violation of a parking restriction shall be responsible for the offense, except where the use of the vehicle was secured by the operator without the owner's consent.

SECTION 46. REGISTERED OWNER PRESUMPTION.

In a prosecution of a vehicle owner, charging a violation of a restriction on parking, proof that the vehicle at the time of the violation was registered to the defendant shall constitute a presumption that he was then the owner in fact.

PENALTIES

SECTION 47. PENALTIES.

Except as may be limited by charter or as otherwise provided herein, violations of this ordinance or the Oregon Revised Statutes adopted by reference in Section 2 of this ordinance are offenses against the city and are punishable up to the maximum amounts established by order of the Municipal Court Judge, which amounts shall not exceed the maximum amounts established under state law.

GENERAL

SECTION 48. SEVERABILITY CLAUSE.

If a portion of this ordinance is for any reason held to be invalid, such decision shall not affect validity of the remaining portions of this ordinance.

SECTION 49. REPEAL

Ordinance A-188, Establishing certain motor vehicle and trailer parking regulations, enacted July 23, 2003, is now repealed.

SECTION 50. EFFECTIVE DATE

Ordinance A-246 will take effect on the thirtieth day after its enactment.

ADOPTED by the **City Council** of the **City of Coburg** this 9th day of October, 2018, by a vote of 4 for and 3 against.

APPROVED by the Mayor of the City of Coburg this 9th day of October, 2018.

Ray Smith, Mayor

ATTEST:

Sammy L. Egbert, City Recorder



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Resolution 2023-05, A Resolution Adopting Revised the Wastewater Service Rates

and

Resolution 2023-06, A Resolution Adopting Revised Water Rates

Meeting Date: May 9, 2023

Staff Contact: Anne Heath, City Administration/Budget Officer

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

REQUESTED COUNCIL ACTION

- Adopt Resolutions 2023-05 and Resolutions 2023-06, adjusting Water and Wastewater Rates

Suggested Motions:

Resolution 2023-05 – *"I move to Adopt Resolution 2023-05, a Resolution adopting revised Wastewater Service rates."*

Resolution 2023-06 – *"I move to Adopt Resolution 2023-06, A Resolution Adopting Revised Water Rates."*

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

2023-24 City Council Goals:

- Fiscal Stewardship
-

BACKGROUND

Over the last year the Council has had multiple meetings and work sessions addressing both the water and sewer utilities, including work sessions on the capital projects for Water and the increase in the cost of operations for both Water and Sewer.

The Council gave direction for a public education campaign. Staff provided brochures, newsletter articles, Utility Bill inserts, letters to each user delivered by mail, and social media posts. All of this information provided background, and invited them to be part of the process by providing input regarding the recommended rate increases. All public comment on this matter to date has been provided to the City Council.

RECOMMENDATION OF FCS GROUP

On March 14, 2023, the Council received a presentation from FCS Group regarding their update of our utility models and recommendations for service fees for water and sewer. A copy of their presentation is attached to this staff report.

FCS Based their changes to the utility models based upon the increase in costs for capital projects, the increase in operational costs for both utilities, and a change in the development growth and future users projections.

STAFF DIRECTION

After March 14, 2023, the Council gave staff direction to bring resolutions raising the utility rates for both water and wastewater to the rates as recommended for July 1, 2024 by FCS Group, including 12% in water fees to a residential base rate of \$59.36, and a 2% increase in Sewer to \$88.43 per EDU.

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

RECOMMENDATION

Due to the cost of maintaining the operations and capital projects of the utilities, the Staff recommends that the Council adopt both resolutions.

PUBLIC INVOLVEMENT

The Public has been encouraged to provide comment which could have taken place at the April 11, 2023 meeting, and also participate in the Public Hearing on May 9, 2023. Additionally, a three part approach was taken to inform the public including:

- Letters to all users mailed through US Mail
 - Our Town Articles and mini-newsletter articles placed in the Utility bills.
 - Social medial Posts
-

NEXT STEPS

- In approved, the staff will move forward to update the approved utility fees as of July 1, 2023. These will be reflected in the August 10, 2023 bills received by users.
 - Continue to notify and educate the public
-

ATTACHMENTS

1. Copy of FCS Presentation to City Council on March 14, 2023
2. Resolution 2023-05 - A Resolution Raising the Wastewater Service Fees
3. Resolution 2023-06 - A Resolution Adopting Revised Water Rates

REVEIWED THROUGH

Anne Davies, City Attorney
Sammy Egbert, City Recorder

City of Coburg: Water and Sewer Rate Study

Item 7.

**Presented to the Coburg City
Council**

Tuesday, March 14, 2023

Prepared by FCS GROUP



Agenda

Item 7.

- **Utility Rate Basics**
- **Revenue Requirement Review**



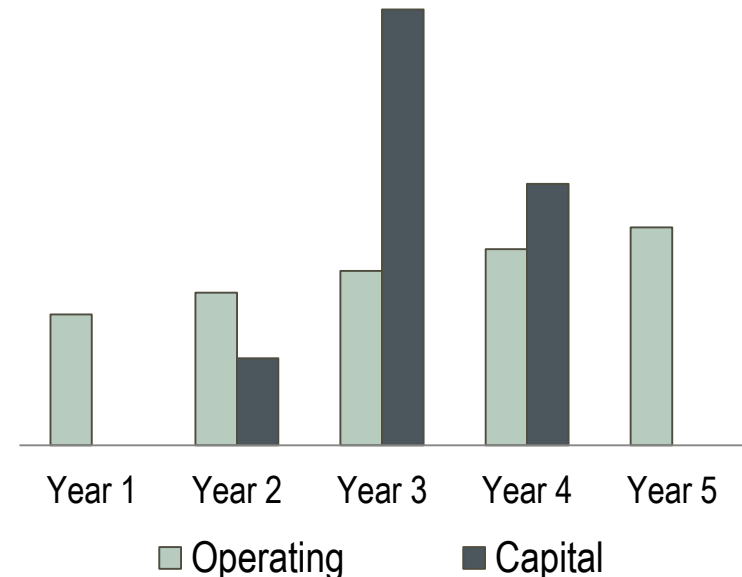
Agenda

Item 7.

- **Utility Rate Basics**
- Revenue Requirement Review

Introduction to Utility Ratemaking

- **Utility rates are set to recover the cost of providing service.**
- **Utilities incur two primary types of costs:**
 - » Operating costs (regular / ongoing)
 - Employee salaries and benefits
 - Power and chemicals
 - Asset repair and maintenance
 - » Capital costs (irregular / periodic)
 - Infrastructure replacement
 - Facility expansions and upgrades



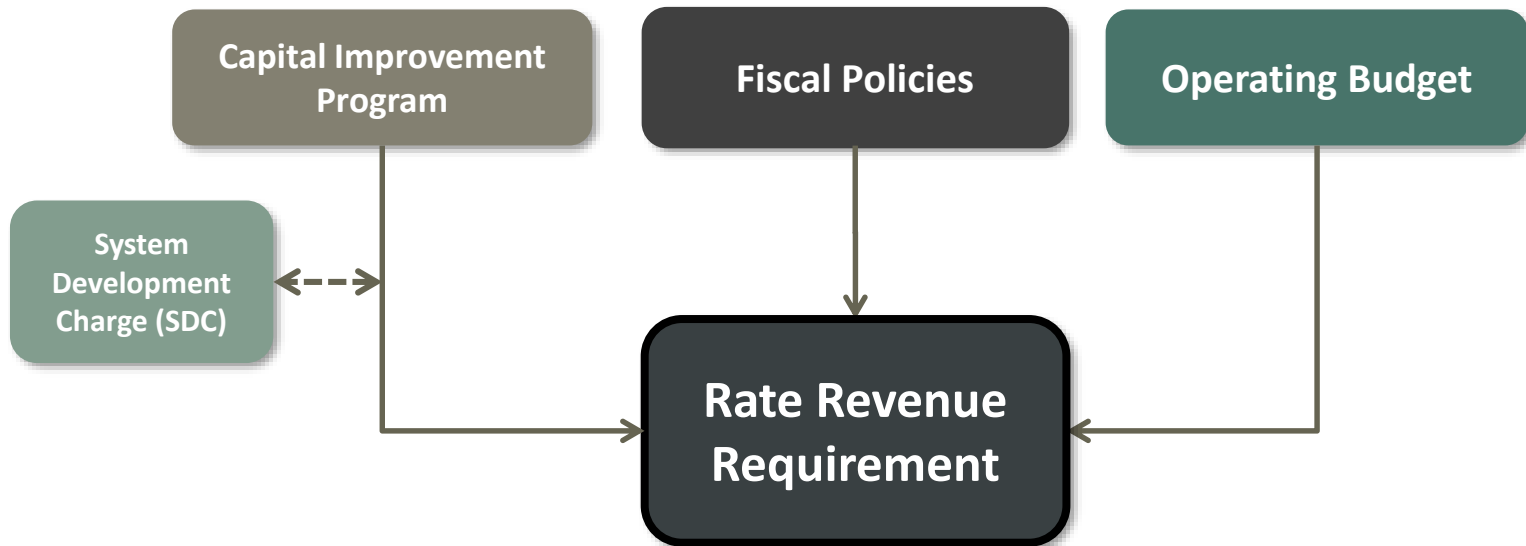


What Should Rates Do?

- **Generate sufficient revenues to sustain the utility system**
- **Charge for cost of services provided**
- **Recover costs equitably**
- **Achieve City objectives**
 - » Conservation
 - » Revenue stability
 - » Maintain minimum fund balances and meet other fiscal policies



Outline of a Revenue Requirement Study





Agenda

Item 7.

- Utility Rate Basics
- **Revenue Requirement Review**
 - » Sewer Utility
 - » Water Utility



Sewer Rates

Item 7.

Across-the-Board Rate Schedule Implementation	ATB 7/1/2022	ATB 7/1/2023	ATB 7/1/2024	ATB 7/1/2025	ATB 7/1/2026	ATB 7/1/2027	ATB 7/1/2028	ATB 7/1/2029
Annual System-Wide Rate Increase	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	1.00%
<u>Fixed Rates per EDU</u>								
Wastewater Rate	\$88.43	\$90.20	\$92.01	\$93.85	\$95.72	\$97.64	\$99.59	\$100.59
<u>Assisted Income Rates per EDU</u>								
<100% of the poverty level	\$57.22	\$58.37	\$59.53	\$60.72	\$61.94	\$63.18	\$64.44	\$65.09
<125% of the poverty level	\$63.46	\$64.73	\$66.03	\$67.35	\$68.70	\$70.07	\$71.47	\$72.19
<150% of the poverty level	\$69.71	\$71.10	\$72.52	\$73.97	\$75.45	\$76.96	\$78.50	\$79.29

Sewer Rates Comparisons

City	Sewer Rates (5 CCF)	
Coburg (Proposed)	\$90.20	
Coburg (Current)	\$86.70	
Veneta	\$64.93	
Harrisburg	\$60.75	
Cottage Grove	\$60.01	
Creswell	\$54.12	
Junction City	\$47.63	
Corvallis	\$39.56	
Eugene	\$35.48	

Agenda

- Utility Rate Basics
- **Revenue Requirement Review**
 - » Sewer Utility
 - » Water Utility

Key Assumptions: Water

Annual Cost Inflation

- Salaries & Benefits: 4.00%
- Other Operating Costs: 4.00%
- Construction Costs: 2.90%

Operating Forecast

- Rate revenue based on FY 2023 estimates, escalated by the anticipated customer growth
- Estimated beginning fund balance for FY 2024
- Operating costs and non-rate revenues based on FY 2022 Budget
 - Adjusted for inflation in future years
 - Debt service reflects recent refinancing

Annual Growth Rates

- Based on forecast of land use

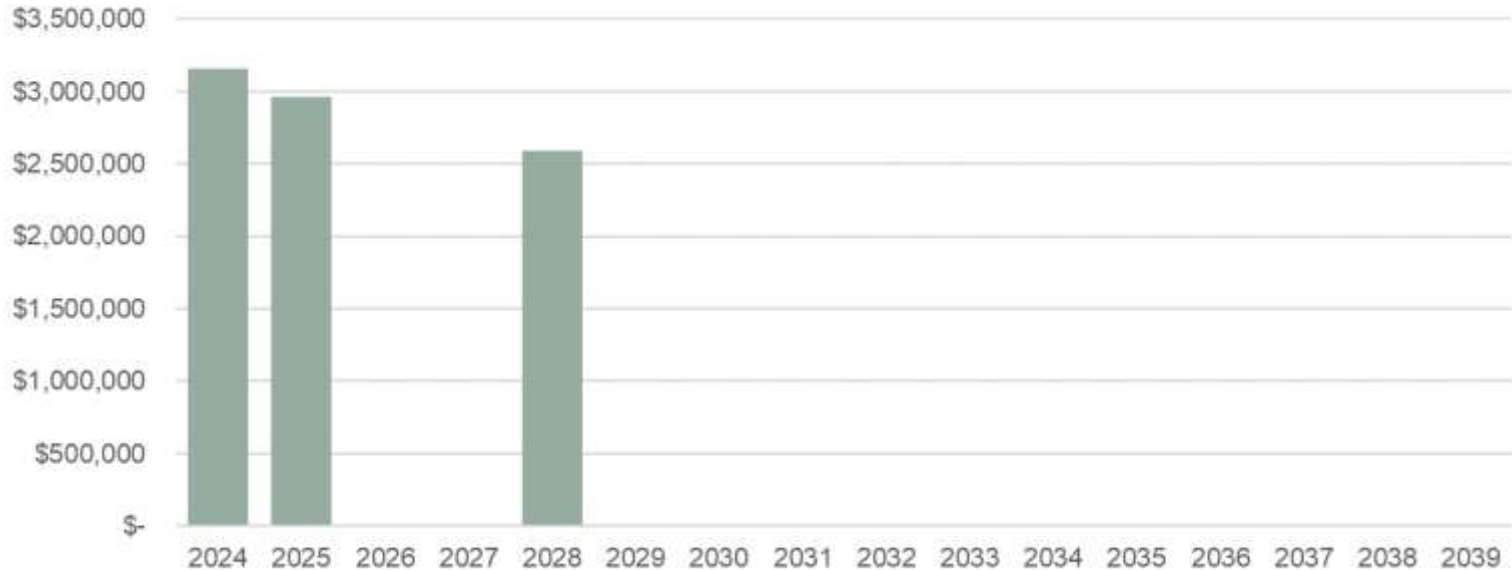
2023	2024	2025	2026	2027	2028	2029
2.71%	2.24%	1.78%	0.74%	0.76%	0.41%	0.41%

Financial Policies

- Min. Fund Balance Target: 90 days of O&M
- Contingency Reserve: \$500k (total between operating and capital reserves)



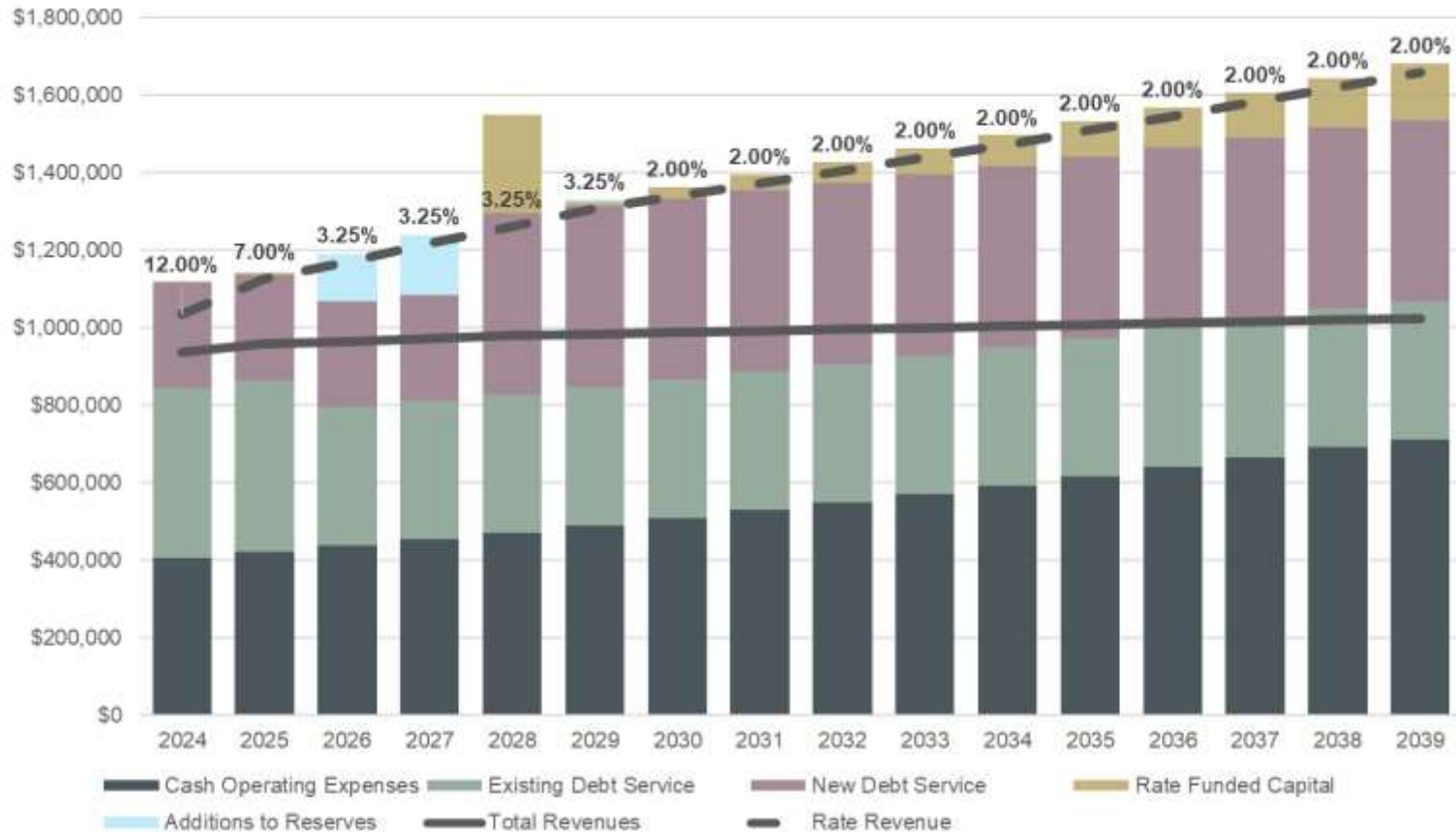
Capital Needs Forecast: Water



- **\$8.7 million in capital projects from 2023 to 2029**
 - » Higher than the 2022 forecast for the 2023-2039 period (\$7.5 million), and with projects occurring earlier
- **\$2.2 million provided by the Business Oregon Regional Solutions Loan**
- **Additional revenue bond issuances of \$5.3 million assumed**
 - » \$3.1 million in FY 2024, \$2.2 million in FY 2028



Revenue Requirement Forecast: Water

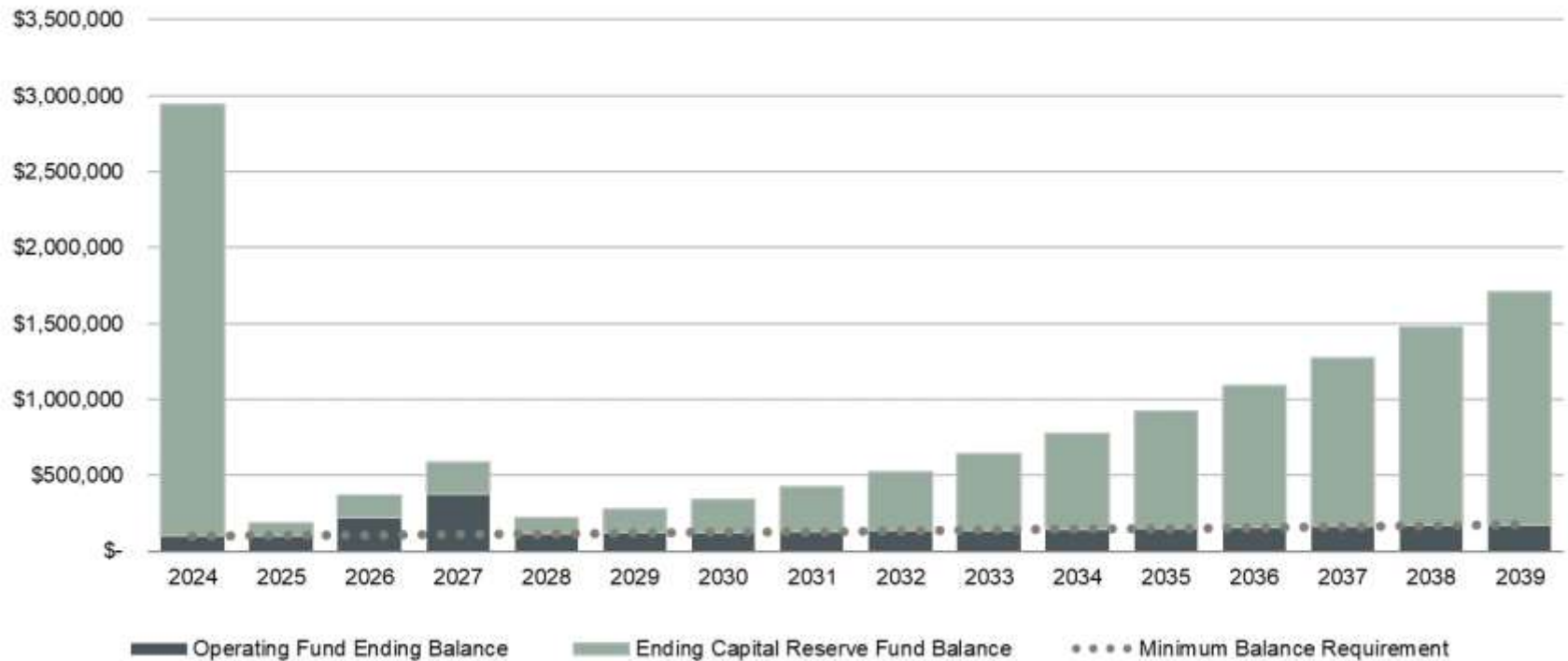


- Revenue increases needed to meet fund balance targets, pay for capital, and provide debt service coverage



Fund Balances: Water

Item 7.





Fixed Water Rates

Item 7.

Across-the-Board Rate Schedule Implementation	ATB 7/1/2022	ATB 7/1/2023	ATB 7/1/2024	ATB 7/1/2025	ATB 7/1/2026	ATB 7/1/2027	ATB 7/1/2028	ATB 7/1/2029
Annual System-Wide Rate Increase	0.00%	12.00%	7.00%	3.25%	3.25%	3.25%	3.25%	2.00%
Fixed Charge by Meter and Class (Includes 7 CCF)								
5/8" - 3/4" Residential	\$53.00	\$59.36	\$63.52	\$65.58	\$67.71	\$69.91	\$72.18	\$73.63
5/8" - 3/4" Commercial	\$53.00	\$59.36	\$63.52	\$65.58	\$67.71	\$69.91	\$72.18	\$73.63
1" Commercial	\$95.00	\$106.40	\$113.85	\$117.55	\$121.37	\$125.31	\$129.39	\$131.97
1-1/2" Commercial	\$165.00	\$184.80	\$197.74	\$204.16	\$210.80	\$217.65	\$224.72	\$229.22
2" Commercial	\$250.00	\$280.00	\$299.60	\$309.34	\$319.39	\$329.77	\$340.49	\$347.30
3" Commercial	\$446.00	\$499.52	\$534.49	\$551.86	\$569.79	\$588.31	\$607.43	\$619.58
4" Commercial	\$728.00	\$815.36	\$872.44	\$900.79	\$930.06	\$960.29	\$991.50	\$1,011.33
6" Commercial	\$1,192.00	\$1,335.04	\$1,428.49	\$1,474.92	\$1,522.85	\$1,572.35	\$1,623.45	\$1,655.92
Outside City Limits	\$60.00	\$67.20	\$71.90	\$74.24	\$76.65	\$79.14	\$81.72	\$83.35
3/4" Residential PVE	\$120.00	\$134.40	\$143.81	\$148.48	\$153.31	\$158.29	\$163.43	\$166.70
Limited Income (<100%)	\$23.00	\$25.76	\$27.56	\$28.46	\$29.38	\$30.34	\$31.32	\$31.95
Limited Income (<125%)	\$29.00	\$32.48	\$34.75	\$35.88	\$37.05	\$38.25	\$39.50	\$40.29
Limited Income (<150%)	\$35.00	\$39.20	\$41.94	\$43.31	\$44.71	\$46.17	\$47.67	\$48.62



Tier 1 Water Rates

Item 7.

Across-the-Board Rate Schedule Implementation	ATB 7/1/2022	ATB 7/1/2023	ATB 7/1/2024	ATB 7/1/2025	ATB 7/1/2026	ATB 7/1/2027	ATB 7/1/2028	ATB 7/1/2029
Annual System-Wide Rate Increase	0.00%	12.00%	7.00%	3.25%	3.25%	3.25%	3.25%	2.00%
<u>Tier 1 Volume Charge: (7 to 10 CCF)</u>								
5/8" - 3/4" Residential	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
5/8" - 3/4" Commercial	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
1" Commercial	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
1-1/2" Commercial	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
2" Commercial	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
3" Commercial	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
4" Commercial	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
6" Commercial	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
Outside City Limits	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
3/4" Residential PVE	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
Limited Income (<100%)	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
Limited Income (<125%)	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
Limited Income (<150%)	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93



Tier 2 Water Rates

Item 7.

Across-the-Board Rate Schedule Implementation	ATB 7/1/2022	ATB 7/1/2023	ATB 7/1/2024	ATB 7/1/2025	ATB 7/1/2026	ATB 7/1/2027	ATB 7/1/2028	ATB 7/1/2029
Annual System-Wide Rate Increase	0.00%	12.00%	7.00%	3.25%	3.25%	3.25%	3.25%	2.00%
<u>Tier 2 Volume Charge: (Over 10 CCF)</u>								
5/8" - 3/4" Residential	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
5/8" - 3/4" Commercial	\$3.94	\$4.41	\$4.72	\$4.88	\$5.03	\$5.20	\$5.37	\$5.47
1" Commercial	\$3.94	\$4.41	\$4.72	\$4.88	\$5.03	\$5.20	\$5.37	\$5.47
1-1/2" Commercial	\$3.94	\$4.41	\$4.72	\$4.88	\$5.03	\$5.20	\$5.37	\$5.47
2" Commercial	\$3.94	\$4.41	\$4.72	\$4.88	\$5.03	\$5.20	\$5.37	\$5.47
3" Commercial	\$3.94	\$4.41	\$4.72	\$4.88	\$5.03	\$5.20	\$5.37	\$5.47
4" Commercial	\$3.94	\$4.41	\$4.72	\$4.88	\$5.03	\$5.20	\$5.37	\$5.47
6" Commercial	\$3.94	\$4.41	\$4.72	\$4.88	\$5.03	\$5.20	\$5.37	\$5.47
Outside City Limits	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
3/4" Residential PVE	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
Limited Income (<100%)	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
Limited Income (<125%)	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93
Limited Income (<150%)	\$3.55	\$3.98	\$4.25	\$4.39	\$4.54	\$4.68	\$4.83	\$4.93



Water Rates Comparison

City	Water Rates (8 CCF)	
Coburg (Proposed)	\$63.34	
Creswell	\$57.00	
Coburg (Current)	\$56.55	
Cottage Grove	\$52.18	
Eugene	\$49.99	
Veneta	\$42.08	
Junction City	\$37.40	
Harrisburg	\$35.89	
Corvallis	\$35.33	

Thank you! Questions?

Doug Gabbard – Project Manager
(503) 252-3001
DougG@fcsgroup.com

www.fcsgroup.com

RESOLUTION 2023-05

A RESOLUTION ADOPTING REVISED WASTEWATER SERVICE RATE

WHEREAS, Ordinance 223 provides the City Council with authority to set rates for the construction and operation of the Coburg Wastewater Systems; and

WHEREAS, it is the general policy of the Coburg City Council that enterprise funds supporting the operation of such infrastructure systems like the wastewater system should operate on a self-sustaining basis; and

WHEREAS, it is necessary and appropriate to update the wastewater service rates to insure a fiscally sound operating wastewater system, including maintaining required debt reserves and constructing a prudent equipment replacement reserve; and

WHEREAS, the City Council held a work session on January 24, 2023, and received and discussed the results and recommendation for wastewater utility rate adjustments.

WHEREAS, City Council discussed utility rates and possible rate scenarios in March, April and June City Council meetings; and

WHEREAS, the City Council held a public hearing May 9, 2023 giving the public the opportunity to comment as required by ORS 294.160

THE CITY OF COBURG RESOLVES AS FOLLOWS:

1. Effective July 1, 2023, the Wastewater service rate will be set at \$88.43 per month per Equivalent Dwelling Unit "EDU". Establishing a rate per EDU user does not preclude or limit the City's authority to establish other rates for special circumstances or classes of users of the wastewater system.
2. Rates for wastewater services set by prior Resolutions on wastewater service rates shall no longer be effective.
3. Definitions

For purposes of administration of this Resolution, the following terms shall be defined as set forth in this section.

- A. Average Winter Water Use. Water use, as recorded by a water meter for the months October through April, divided by the number of months of actual use during that time.

- B. EDU. Equivalent Dwelling Unit, calculated based on 846 cubic feet of water use, expressed in a whole number, where any fraction of use greater than 0.10 is rounded to the next highest whole number.
 - C. Wastewater Meter Reading. The reading of monthly wastewater volume from a meter measuring fluid output from a property's wastewater system.
 - D. Water User. Any person or entity within the City limits of Coburg who has requested and received water from the City of Coburg, or who has otherwise had a water meter attached to plumbing on the person's property.
4. For purposes of calculating the amount any wastewater system user owes pursuant to the rates established by this resolution, usage shall be calculated based on Equivalent Dwelling Units (EDUs). Each water meter providing service to a single family residential structure shall be considered one (1) EDU. Other water meter use, for non-single family residence use, shall be expressed as a whole number, calculated by taking an average of winter water use and dividing it by 846 cubic feet per month, where any fraction of use greater than 0.10 is rounded to the next highest whole number.
 5. In the event that the City or the wastewater contributing property has installed a wastewater meter, the equivalent dwelling unit charge shall be based on the actual wastewater meter flow reading for each previous month, divided by 846 cubic feet per month, and rounding as set forth above. In the event that the City determines that the meter is not reading accurately for any month, the EDU use shall be based on the previous month's EDU.
 6. Average Winter Water Use for each user shall be recalculated as soon after a new period of winter use has elapsed as is practical. The previous average winter water use shall be used until a new average is calculated. A delay in recalculation shall not invalidate the existing charges.
 7. Winter averaging is done to reduce the impact of changes for seasonal or other variations in water use that do not affect flows to the wastewater system. Where, because of change of use or other circumstances, a user can show hardship from the continuation of charges based on a previously calculated winter average use, the City Administrator may establish an alternate means of calculating water use, if the City Administrator determines that such an adjustment would be consistent with the policies expressed in this Resolution and Ordinance A-223. The City Administrator may also adjust the EDU attributed to a property upwards without waiting for a new winter average, where a user's usage increases significantly due to changes in circumstance. A new user, or a user with a change of use such that no appropriate winter average exists, shall have a preliminary EDU rate established by use of the Wastewater SDC methodology. This assigned usage shall continue in effect until a winter average can be calculated, or wastewater meter readings are established.

8. The wastewater service rate may be adjusted for any residential user, based on the user's income in the prior year. The method of adjustment shall be established by separate action.
9. To the extent that they are inconsistent with or superseded by any provision of this resolution all prior resolutions on wastewater service rates shall no longer be effective.

Adopted by the **City Council** of the **City of Coburg**, Oregon, by a vote of ___ for and ___ against, this 13th day of June, 2023.

Nancy Bell, Mayor

ATTEST:

Sammy L. Egbert, City Recorder

RESOLUTION NO. 2023-06

A RESOLUTION ADOPTING REVISED WATER RATES

WHEREAS, Ordinance A-224-A requires City Council to adopt a schedule of the water rates to be charged for each class of service by Resolution; and

WHEREAS, it is the general policy of the Coburg City Council that enterprise funds supporting the operation of such infrastructure systems like the water system should operate on a self-sustaining basis; and

WHEREAS, it is necessary and appropriate to update the water service rates to insure a fiscally sound operating water system, including maintaining required debt reserves and constructing a prudent equipment replacement reserve, and

WHEREAS, the City Council held a work session on January 24, 2023, and received and discussed the results and recommendation for water utility rate adjustments; and

WHEREAS, City Council discussed utility rates and possible rate scenarios in March, April and June City Council meetings; and

WHEREAS, the City Council held a public hearing May 9, 2023 giving the public the opportunity to comment as required by ORS 294.160

THE CITY OF COBURG RESOLVES AS FOLLOWS:

1. The Water Rate Schedule with the rates set forth will become effective as of July 1, 2023.

Meter Size	Base Fee (Includes 700 cubic feet)	Above-Base Consumption Price Tier #1 <i>per 100 cubic feet</i> (700 to 10,000 cubic feet)	Above-Base Consumption Price Tier #2 <i>per 100 cubic feet</i> (Above 10,000 cubic feet)
5/8" - 3/4" Residential	\$59.36	\$3.98	\$3.98
5/8" - 3/4" Commercial	\$59.36	\$3.98	\$4.41
1" Commercial	\$106.40	\$3.98	\$4.41
1-1/2" Commercial	\$184.80	\$3.98	\$4.41
2" Commercial	\$280.00	\$3.98	\$4.41
3" Commercial	\$499.52	\$3.98	\$4.41
4" Commercial	\$815.36	\$3.98	\$4.41
6" Commercial	\$1,335.04	\$3.98	\$4.41
Outside City Limits	\$67.20	\$3.98	\$3.98
3/4 Res PVE	\$134.40	\$3.98	\$3.98

Adopted by the **City Council** of the **City of Coburg**, Oregon, by a vote of ___ for and ___ against, this 13th day of June, 2023.

Nancy Bell, Mayor

ATTEST:

Sammy L. Egbert, City Recorder



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Secondary Wellfield Project Contract with Jones Drilling Co., Inc.

Meeting Date: May 9th 2023

Staff Contact: Brian Harmon Public Works Director

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

REQUESTED COUNCIL ACTION

Approve Contract with Jones Drilling Co., Inc.

RECOMMENDED MOTION: *"I move to approve the Secondary Wellfield Project Contract between the City of Coburg and Jones Drilling Co. Inc."*

BACKGROUND

As part of the multi project Water Master Plan upgrades the third source well was needed for added supply for the drinking water system. The project involves the drilling and construction of a 12" municipal water well that meets Oregon Health Authority's Drinking Water Services and Water Resources Department regulations, as well as the Oregon Administrative Rules set forth for municipal water wells. The drilling and casing of the well to bedrock will extend to 130' below ground surface, or to a depth the City Engineer requests. Geological strata samples will be taken with each major change in texture. Well screening will be installed in areas where the strata depths are considered water bearing for high flow production. Surface sealing will be installed to a minimum of 55' below ground surface. Stress testing of the aquifer(s) will be performed with a pump capable of 500 gpm for a minimum of 24 hours.

Jones Drilling Co In. was the low bidder at \$432,700. Project start date is May 22, 2023, and has a substantial completion date of September 15th.

High points: Project should take most of the summer to complete.

Concerns: The project has no downside.

BUDGET

- The estimated cost of this contract was between \$400,000-\$450,000. The funding source for this project is Business Oregon and some Water SDC Funds.

RECOMMENDATIONS AND ALTERNATIVES

The alternatives for City Council include:

1. Take no action. If the Council chooses this step the contract will not awarded.
2. Approve the contract as drafted. The contract would become effective immediately and end with final completion on October 13th 2023.
3. Adopt an amended contract. Council may make suggestions for contract changes. However Council should consider that this contract language is the approved and required language of Business Oregon for the funded water projects.

PUBLIC INVOLVEMENT

N/A

RECOMMENDATIONS: Staff recommends Council approve the contract

NEXT STEPS

- The next step would be to implement the contract.

ATTACHMENTS

A. draft – construction contract

Reviewed by:

Anne Heath, City Administrator

The Contract template was reviewed by legal at the inception of the project. The contract utilized is a mandatory Business Oregon format and the City can't really make substantial changes to it.

**INDEPENDENT CONTRACT SERVICES AGREEMENT
CITY OF COBURG**

PROJECT: Secondary Wellfield Project

Date: _____

Parties:

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

Jones Drilling Co., Inc. ("CONTRACTOR")
29400 Santiam Hwy
Lebanon, Oregon 97355

Additional Independent Contractor Information:

- a. Type of Entity: Limited Liability Comp Corporation
- b. Address: 29400 Santiam Hwy, Lebanon, Oregon 97355
- c. Telephone: 541-367-2560
- d. Fax No. _____
- e. Email: _____
- f. SSN or Federal ID: 93-0589790
- g. Professional License(s) No: 193398
- h. Foreign Contractor ☐ Yes ☒ No
(Foreign means not domiciled in or registered to do business in Oregon)
- i. SAM Registration Active ☒ Yes ☐ No
- j. DUNS Number _____
- k. Contractor Representative Name and Title **Bret Jones, Owner**

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

RECITALS

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

TERMS OF AGREEMENT

1. **Effective Date.** This Agreement is effective when signed by both parties. This agreement will expire on September 30, 2023, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties. Termination or expiration shall not extinguish or prejudice the City's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.
2. **Services.** Contractor shall complete services previously agreed to and as listed in **Exhibit A, Scope of Work**, and as listed in the Bid proposal dated 5/2/2023
3. **Water Project Specific Requirements.** Contractor shall accept the terms and requirements specific to Federal Safe Drinking Water Project requirements as specified in **Exhibit B**.
4. **Good Faith Efforts.** Any public water system receiving an award from the Safe Drinking Water Revolving Loan Fund and the Drinking Water Source Protection Fund must ensure good-faith implementation of the six good-faith efforts comprising the federal "Fair Share Program," for the solicitation of all contractors providing construction, equipment, supplies, engineering or other services that constitute the project financed by the award. **See Exhibit C.**
5. **Consideration.** City shall pay Contractor for the services based on time and materials as set forth in **Exhibit A**. The total payment for all services to complete the work under this Agreement, which includes allowable expenses or reimbursement and work performed to date, shall not exceed \$432,700.

- a. Invoices will be directed to Branch Engineering, Attention Julie Leland, 310 5th Street, Springfield, Oregon 97477. Invoices may also be emailed to Julie Leland at juliel@branchengineering.com If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City's Finance Department is open for business. Invoices will be reviewed and then forwarded to the City for payment.
- 6. Standard of Care.** Contractor will provide services with the degree of skill and diligence normally employed by professional performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work. Be duly qualified expert.
- 7. Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600(1997), and incorporated herein by this reference.
- 8. Conformance with Oregon Public Contracts Law** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (**EXHIBIT D**).
- 9. Tax Duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including, but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
- 10. Reimbursement of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
- 11. Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.

- 12. No Authority to Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.
- 13. Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.
- 14. Hold Harmless.** Independent Contractor shall defend and hold harmless CITY, its agents, servants and employees from and against all claims, demands and judgment (including attorney fees), made or recovered against them including, but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any manner connected with this Agreement, to the extent that any such damage, injury or death is caused by, or sustained in connection with the performance of, Independent Contractor, its employees, servants or agents. CITY shall promptly notify Independent Contractor in a reasonable manner to facilitate the defense of any such claim.
- 15. Termination by City,** in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Thirty days' notice of termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by CITY. **A completed Federal Form W-9 shall accompany this signed document when returned by the Independent Contractor.**
- 16. Independent Contractor Termination:** The Independent Contractor shall give the CITY a ninety-day notice of termination, which will be effected by deliverance of a Notice of Termination to the City. Such notice shall include the date on which the termination is effective. The Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by the City to the Independent Contractor.

17. Rights in Data. All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, knowhow, or techniques developed during the course of this Agreement by Independent Contractor personnel can be used by either party in anyway it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This Agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.

18. Confidentiality. During the course of performance hereunder, Independent Contractor or its agent, employees, or contractors, may receive confidential information. Independent Contractor agrees to use its best efforts to maintain the confidentiality of such information and to inform each agent and employee performing services of the confidentiality obligation that pertains to such information.

19. Assignment/Subcontract. Independent Contractor shall not assign, sell, transfer, subcontractor sublet rights, or delegate responsibilities under this Agreement, in whole or in part, without the prior written approval of CITY. No such written approval shall relieve Independent Contractor of any obligations of this Agreement, and any transferee or subcontractor shall be considered the agent of Independent Contractor. Independent Contractor shall remain liable as between the original parties to this Agreement as if no such assignment had occurred.

20. Successors in Interest. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and assigns.

21. Compliance with all Government Regulations. Independent Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the work performed under this Agreement. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for termination of this Agreement. Damages or costs resulting from noncompliance shall be the sole responsibility of Independent Contractor.

- 22. Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.
- 23. Force Majeure.** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.
- 24. Assistance regarding Patent and Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.
- 25. Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 26. Access to Records.** CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.
- 27. Waiver.** Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.
- 28. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

- 29. Nondiscrimination.** Independent Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 30. Dual Payment.** Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.
- 31. Remedies.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Washington.
- 32. Entire Agreement.** This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

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

CITY OF COBURG

Signature _____

Anne L. Heath

Title: City Administrator

Date: _____

Contract Service Provider

Jones Drilling Co., Inc.

Signature _____

Bret Jones

Title: Owner

Date: _____

EXHIBIT A**SCOPE OF SERVICES TO BE PERFORMED**

ITEM No.	ITEM DESCRIPTION	QTY	UNIT	ENGINEER'S UNIT PRICE ESTIAMTE	ENGINEER'S EXTENDED UNIT PRICE ESTAIMTE
1	Mobilization/Demobilization	1	Lump Sum	57,000 ⁰⁰	57,000 ⁰⁰
2	Erosion Control, Erosion and Sediment Control Plan, and Drill Tailing Removal and Disposal	1	Lump Sum	45,000 ⁰⁰	45,000 ⁰⁰
3	Water Management and Turbidity Reduction	1	Lump Sum	15,000 ⁰⁰	15,000 ⁰⁰
4	Spill Prevention, Control, and Countermeasures	1	Lump Sum	15,000 ⁰⁰	15,000 ⁰⁰
5	Drill 16" Diameter Minimum Borehole	130	Lineal Feet	600 ⁰⁰	78,000 ⁰⁰
6	Plumbness Testing	1	Lump Sum	5000 ⁰⁰	5000 ⁰⁰
7	Alignment Testing	1	Lump Sum	5000 ⁰⁰	5000 ⁰⁰
8	12" Stainless Steel Type 304L "V" wire continuous slot well screen	60	Lineal Feet	1000 ⁰⁰	60,000 ⁰⁰
9	Install Filter Pack for Production Well per Hydrogeologist Design and City Engineer's Approval	60	Lineal Feet	300 ⁰⁰	18,000 ⁰⁰
10	Well Development of Screened Production Zone by Surging/Bailing	36	Hours	1000 ⁰⁰	36,000 ⁰⁰
11	Install Final Sand/Bentonite/Cement Seal of Production Well	55	Lineal Feet	200 ⁰⁰	11,000 ⁰⁰
12	Perform 24 hr Yield and Drawdown Test of Production Well	1	Lump Sum	18,000 ⁰⁰	18,000 ⁰⁰
13	Video Surveying	1	Lump Sum	8000 ⁰⁰	8000 ⁰⁰

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14	Well Disinfection	1	Lump Sum	3000 ⁰⁰	3000 ⁰⁰
15	Well Surface Completion	1	Lump Sum	5000 ⁰⁰	5000 ⁰⁰
16	Site Cleanup	1	Lump Sum	10,000 ⁰⁰	10,000 ⁰⁰
17	Standby Time	0	Hours	500 ⁰⁰	—
18	Aquifer Testing: Step-Rate Testing	8	Hours	650 ⁰⁰	5200 ⁰⁰
19	Sound Abatement	1	Lump Sum	1000 ⁰⁰	1000 ⁰⁰
20	Remove and Replace Fence	1	Lump Sum	1000 ⁰⁰	1000 ⁰⁰
BASE BID TOTAL					396,200 ⁰⁰

Total Amount of Base Bid

\$ 396,200⁰⁰

Total Base Bid price written out in words

Three Hundred Ninety Six Thousand Two hundred & No/100

ALTERNATE #1

1	Install 12" Diameter Blank Stainless-Steel ASTM A312 Type 304L (Minimum Wall Thickness 0.375") Surface Casing	73	Lineal Feet	500 ⁰⁰	36,500 ⁰⁰
ALTERNATE 1 BID TOTAL					36,500 ⁰⁰

Total Amount of Alternate #1 Bid

\$ 36,500⁰⁰

Total Alternate #1 Bid price written out in words

Thirty Six Thousand Five Hundred & No/100

EXHIBIT B

Construction Contract Requirements for Recipients of Safe Drinking Water financing

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

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

Clauses required in all Contracts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in Section 4.1 of the Safe Drinking

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

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

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

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

- *DBE Six Good Faith Efforts and Form*

☐ **American Iron Steel**

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

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

☐ **Federal Labor Standards**

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

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

Prevailing Wage Requirements.

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

(1) Minimum wages.

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

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

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

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

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

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

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

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

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

of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

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

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

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

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

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

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

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

(4) Apprentices and trainees

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

Additional Clauses for Contracts greater than 100,000

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

Federal Labor Standards

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

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

5. Compliance Verification

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

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

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

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

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

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

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

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

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

Certification Regarding Lobbying

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Signed _____

Title _____

Date _____

EXHIBIT C

GOOD FAITH EFFORTS

Six Good-Faith Efforts

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

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

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

Locating Disadvantaged Business Enterprises for Outreach

Applicable MBE / WBEs are certified by the Office of Minority, Women and Emerging Small Business (OMWESB), Small Business Administration, or by a federal agency.

The following sites may be of assistance for locating Minority or Women-Owned Business (MBE / WBE) firms and others may exist too:

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

Prevention of Unfair Practices

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

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

EXHIBIT D

RELEVANT PROVISIONS OF ORS CHAPTER 279B

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

contain a condition that the contractor shall:

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

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

1. Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, 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.



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Land Lease Agreement with Coburg Fire Department

Meeting Date: May 9th 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 Land Lease Agreement with Coburg Fire Department"*

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

BACKGROUND

ANALYSIS

The land lease agreement with the Coburg Fire Department was created to let them utilize an area at the City of Coburg Water Reclamation Facility for training grounds. The amendment to the agreement will allow them to use a building being built using Fire Department Bond funds and City of Coburg Capital funds. The use of this building will begin once the building is built by Coburg Fire until they have a new fire station built in roughly 8-9 years. Once they are done using the building they will turn over the usage to the Public Works Department.

High points: This is a partnership project between the City and the Fire Department and will benefit both of the entities. The City receives a new building at a cost of around \$40,000. The Coburg Fire Department will benefit by using it to store a new engine that needs to be housed indoors.

Concerns: The project has minimal impacts to the City of Coburg. Public Works will have to wait to utilize a new building for the time between the agreement and the construction of a new Fire Station. Power usage is small due to this being a "storage building".

BUDGET

The estimated cost of this contract is \$130,000. \$90,000 from the Fire Department and the remainder coming from the Capital funds of the City of Coburg.

RECOMMENDATIONS AND ALTERNATIVES

The alternatives for City Council include:

1. Take no action. If the Council chooses this step the lease agreement will not be modified.
2. Approve the lease agreement as drafted. The lease of the building become effective immediately and end with final completion of a new Fire Station in or around 2032.
3. Adopt an amended agreement. Council may make suggestions for amended language to the agreement

PUBLIC INVOLVEMENT

N/A

RECOMMENDATIONS:

Staff recommends that the City Council approve the agreement

NEXT STEPS

- The next step would be to implement the agreement.

ATTACHMENTS

A. Draft – Land Lease Agreement and Exhibits

Reviewed by:

Anne Heath, City Administrator

Anne Davies, City Attorney

LAND LEASE AGREEMENT

This Land Lease Agreement (this "Agreement") is entered into as of the ____ day of _____, 20____, (the "Effective Date") by and between the City of Coburg, an Oregon municipal corporation, ("Landlord") and the Coburg Fire District,, ("Tenant"). Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Landlord owns certain real property identified as Map 16-03-28, tax lot 200 in Coburg, Oregon. See attached Exhibit "A"; and

WHEREAS, the property currently contains Landlord's wastewater treatment facility; and

WHEREAS, Landlord desires to lease to Tenant, and Tenant desires to lease, a portion of tax lot 200, as depicted on Exhibit "A" and described in attached Exhibit "B"; and

WHEREAS, the Premises is approximately 1.4 acres; and

WHEREAS, Landlord and Tenant wish to construct a building along the south boundary line of the area described in Exhibits A and B, which Tenant will occupy;

WHEREAS, Landlord and Tenant wish to enter into this Agreement for the lease of the Premises for use by Tenant and to set forth the terms for construction of the new building.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the real property described in Exhibit B attached hereto (the "Premises"), and the building that will be constructed along the southern boundary of the

2. **Use of Premises.** The Premises may be used and occupied only for the following purposes (the "Permitted Use"): uses in furtherance of the business and purposes of the Tenant, including the conduct of training and drills and equipment storage. Nothing herein shall give

Tenant the right to use the Premises for any other purpose without the prior written consent of Landlord. Tenant will, at its sole expense, maintain the Premises in good repair and make all necessary repairs thereto, and will not commit waste upon the Premises. Tenant will not use the Premises for any unlawful purpose or in any manner that will materially harm Landlord's interest in the property, including any practices that would cause unusual erosion or release of chemicals or materials that may leach into the ground surface on the Premises.

3. Term. This Agreement will be for a term beginning on January 1, 2020 or the date executed by both parties, whichever occurs first, and ending at midnight on December 30, 2040 (the "Term").

4. Rent. Tenant has paid Landlord \$176.00 per acre per year, or \$4,928, for the entire term.

5. Pre-Construction Contribution for New Structure. Landlord will construct a new structure in the approximate location shown on attached Exhibit A. On or before June 30, 2023, Tenant shall pay Landlord \$90,000 as contribution towards the costs of constructing the new building. In exchange, Tenant may occupy the building for the duration of the lease term.

6. Condition of the Premises. Tenant has examined the Premises and accepts it in its current condition "AS IS" and "WITH ALL FAULTS." EXCEPT AS EXPRESSLY SET FORTH HEREIN, LANDLORD MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, SUITABILITY, OR CONDITION. Tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

7. Access to Premises. Tenant may access the Premises only via the "Sewer Treatment Access Road," subject to use limitations, which include (a) vehicles crossing the access road bridge must conform to H-25 and HS-25 standards (Attachment B) and be no more than 14 feet wide, (b) vehicles may only access the Premises when gates are unlocked, and (c) vehicles may not hinder access by City staff or their agents nor hinder sewage treatment operations.

8. Improvements and Alterations. Tenant may not make improvements, alterations, additions, or other changes to the Premises without the written approval of the Landlord. All improvements, alterations, additions, or other changes to the Premises shall become the property of Landlord upon the termination of this Agreement. The Parties acknowledge that Tenant may wish to construct a building on the property at some time in the future. However, the parties agree that this Agreement will be amended, pursuant to Section 36, prior to the Tenant undertaking any such improvements.

9. Leasehold Mortgage. Tenant has the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Premises created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Premises during the Term.

10. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Premises as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

11. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

12. Compliance with Laws. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Premises and use of the Premises, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

13. Hazardous Substances. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

14. Liability Insurance. At all times during the Term, Tenant will maintain liability insurance, with an insurer satisfactory to Landlord, for the following:

- A. Injury to one person: Not less than \$2,000,000
- B. Injuries to all persons arising out of any single incident or incidents: Not less than \$2,000,000
- C. Damage to property: No less than \$2,000,000
- D. Combined Single Limit: Not less than \$2,000,000

Such policies shall insure both the Landlord and the Tenant against all liability for damage to persons or property in, upon, or about the Premises and provide each part with no less than 30 days' notice of cancellation. All insurance policies shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

15. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

16. Indemnification. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Premises, (ii) any work done by or on behalf of Tenant on the Premises, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

17. Right of Entry. Landlord, its agents or representatives may enter into or upon the Premises at any reasonable time for the purpose of examining into the condition thereof, or for any other lawful purpose, including without limitations any related to Lessor's operation of the wastewater facility and/or other public facilities on the Premises.

18. Default. The following shall each constitute an "Event of Default" by Tenant:

- A. Tenant fails to make any required payment due under this Agreement.
- B. Failure of Lessee to comply with any other term or condition, or fulfil any other obligation of the lease within 30 days after written notice by Lessor specifying the amount of the default with reasonable particularity.
- C. Dissolution, termination of existence, insolvency, business failure, discontinuance as a going business (except for labour disputes), appointment of a receiver of any of the Premises, assignment of the benefit of creditors, or commencement of any proceedings under any bankruptcy or insolvency laws by or against Lessee
- D. Abandonment of the Premises by Tenant

19. Termination by Landlord. Upon the occurrence of an Event of Default by Tenant which continues for a period of 30 days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement, take possession of the Premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity. Upon termination by Landlord, Landlord shall refund to Tenant an amount equal to amount of rent prepaid for the period of the remaining Term.

20. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of 30 days after receiving written notice of the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.

21. Surrender of the Premises. Tenant shall return the Premises, including the structure, to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within 30 days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Premises. Any property left on the Premises after 30 days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

22. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay \$50.00 per for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover. Holding over shall not be deemed to operate as a renewal or extension of this lease, but shall constitute a month-to-month lease, subject to immediate termination by Landlord.

23. Subordination. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

24. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

25. Condemnation. In the event that all or a material portion of the Premises necessary for Tenant's Permitted Use of the Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate

awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

26. Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or wilful misconduct of Landlord.

27. Assignment and Subletting. Tenant will not assign this Agreement as to all of or any portion of the Premises or make or permit any total or partial sublease or other transfer of all of or any portion of the Premises without Landlord's consent.

28. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Premises during the Term.

29. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

35. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

30. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

31. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

32. Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

33. **Governing Law.** The terms of this Agreement shall be governed exclusively by the laws of the State of Oregon, without regard to its conflicts of laws rules.

34. **Disputes.** Any dispute arising from this Agreement shall be resolved in the courts of the State of Oregon.

35. **Attorneys' Fees.** If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

36. **Amendments.** This Agreement may not be modified except in writing signed and acknowledged by both Parties.

37. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

38. **Headings.** The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

39. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes, terminates, and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site, specifically including the Land Lease Agreement executed by Chad Minter for Tenant on February 11, 202 and Anne Heath for the City of Coburg on December 18, 2019.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.

TENANT

LANDLORD

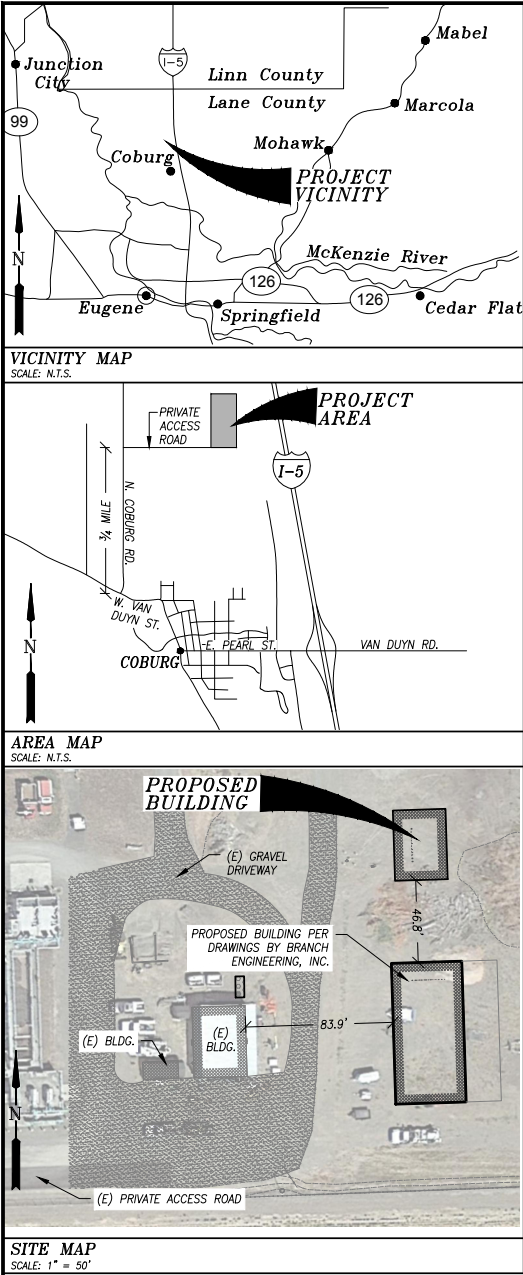
Chad Minter, Chief
Coburg Fire District

Anne Heath, City Administrator
City of Coburg

Dated

Dated





SITE LOCATION

91611 N. COBURG ROAD
COBURG, OREGON 97408

DESIGN TEAM

OWNER

CITY OF COBURG
CONTACT: BRIAN HARMON
PO BOX 8316
COBURG, OREGON 97408
OFFICE: (541) 933-2312
EMAIL: brian.harmon@ci.coburg.or.us

CIVIL ENGINEER

BRANCH ENGINEERING, INC.
CONTACT: JULIE LELAND, P.E.
310 5TH STREET
SPRINGFIELD, OR 97477
OFFICE: (541) 746-0637
EMAIL: JULIE@BRANCHEENGINEERING.COM

STRUCTURAL ENGINEER

BRANCH ENGINEERING, INC.
CONTACT: RICK HERNANDEZ, PE, SE
310 5TH STREET
SPRINGFIELD, OR 97477
OFFICE: (541) 746-0637
EMAIL: rickh@branchengineering.com

CONTRACTOR

TBD
CONTACT:

METAL BUILDING MANUFACTURER

DELEGATED DESIGN BY OTHERS
CONTACT: TBD

STORAGE BUILDING
CITY OF COBURG
COBURG, LANE COUNTY, OREGON



project title:

STORAGE BUILDING FOR THE
CITY OF COBURG
91611 N. COBURG ROAD
COBURG, OREGON

revisions:

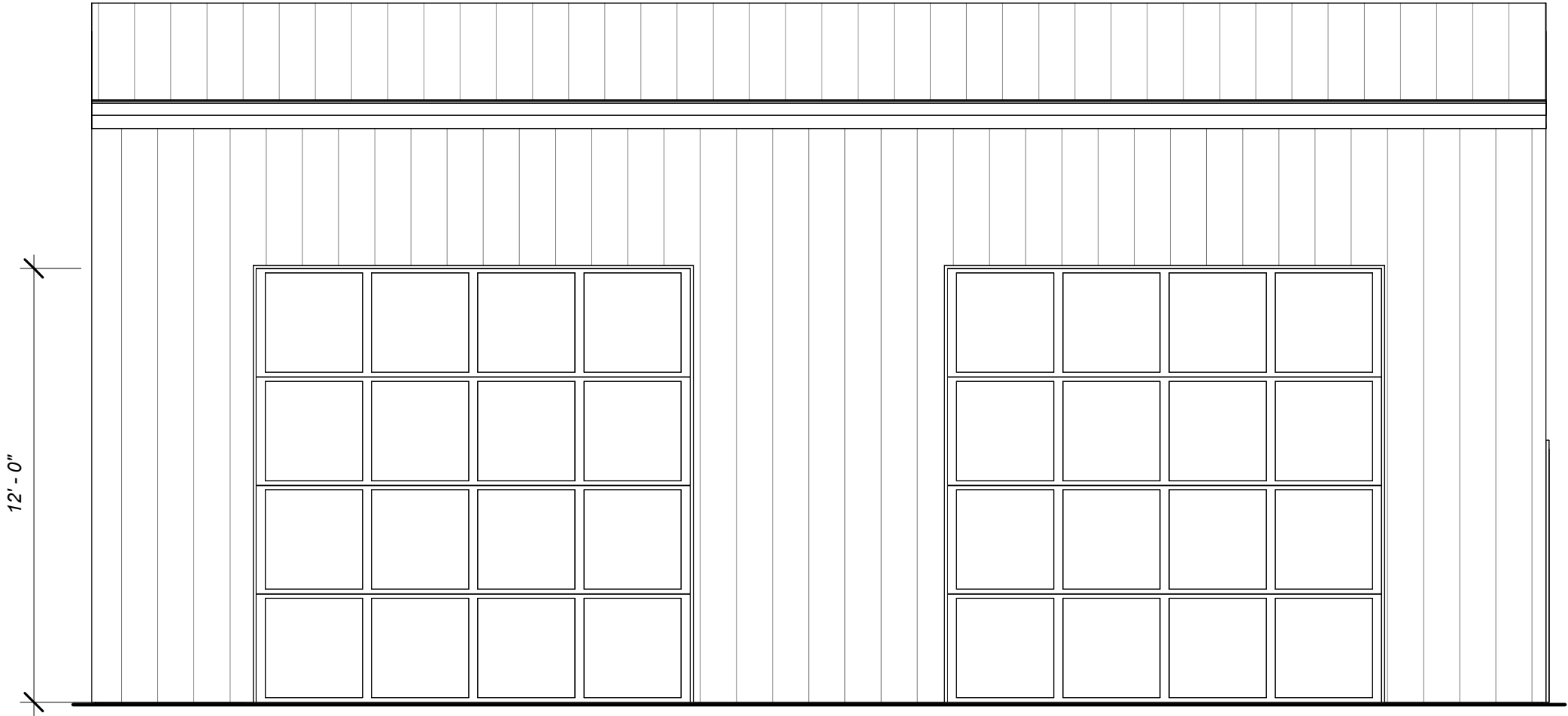
date: APR. 21, 2023
drawn by: JJA
JJA
20-004J

PRELIMINARY
NOT FOR CONSTRUCTION
BRANCH ENGINEERING, INC.
(541) 746 - 0637

sheet:

G001

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1

S201

WEST ELEVATION

1/4" = 1'-0"

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(541) 746 - 0637
DEC. 30, 2011
CARDO HERNANDEZ

Renews: JUNE 30, 2021

CITY OF COBURG OPS BUILDING #2

91611 N. COBURG ROAD
COBURG, OREGON

revisions:

date: APR. 20, 2023
drawn by: JJA
designer: JJA
project no: 20-004J

ELEVATION

sheet:

S2127

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ENGINEERING

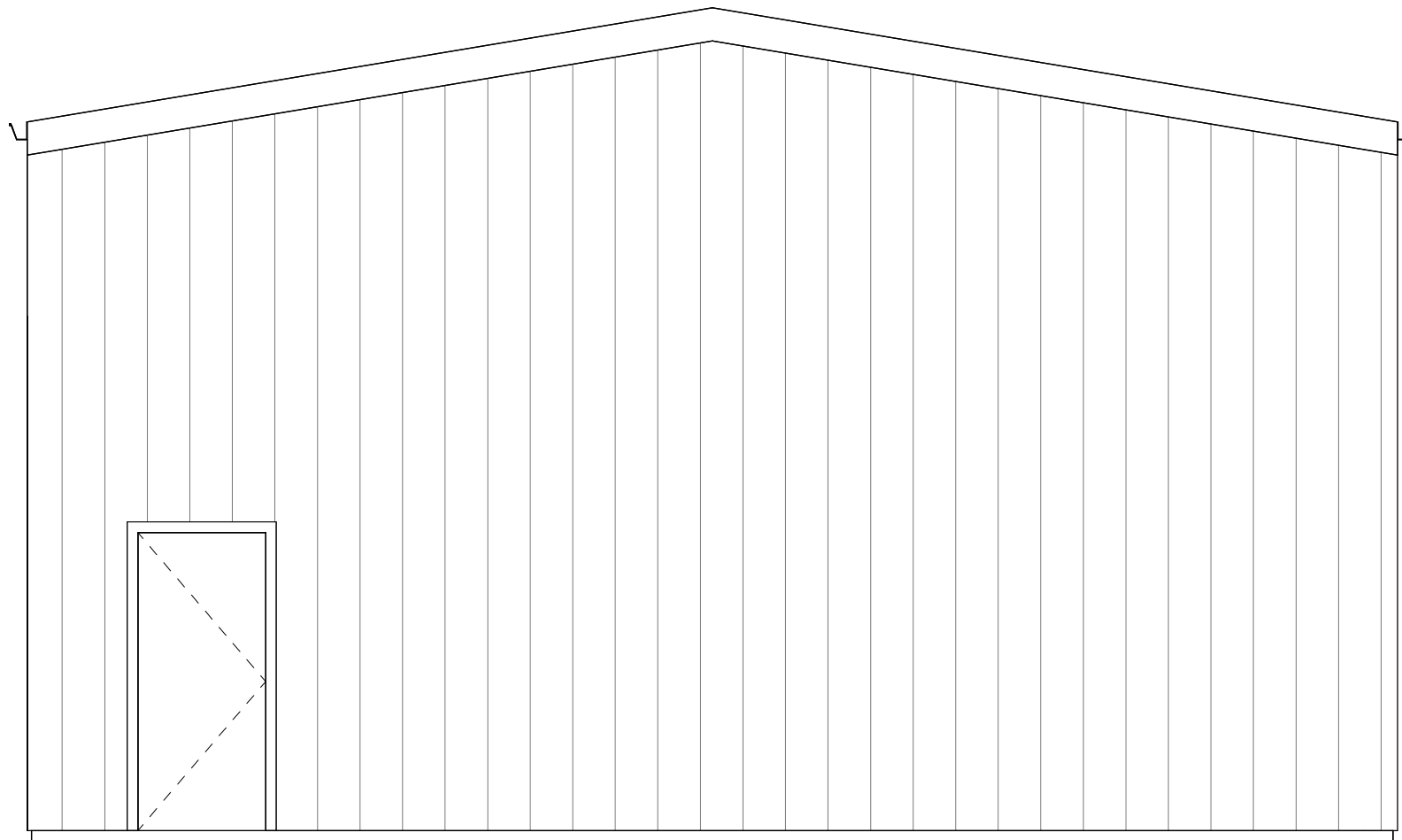
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p: 541.746.0637

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Item 9.



1 SOUTH ELEVATION
S202 1/4" = 1'-0"

CITY OF COBURG OPS BUILDING #2

91611 N. COBURG ROAD
COBURG, OREGON

revisions:

date: APR. 20, 2023
drawn by: JJA
designer: JJA
project no: 20-004J

ELEVATION

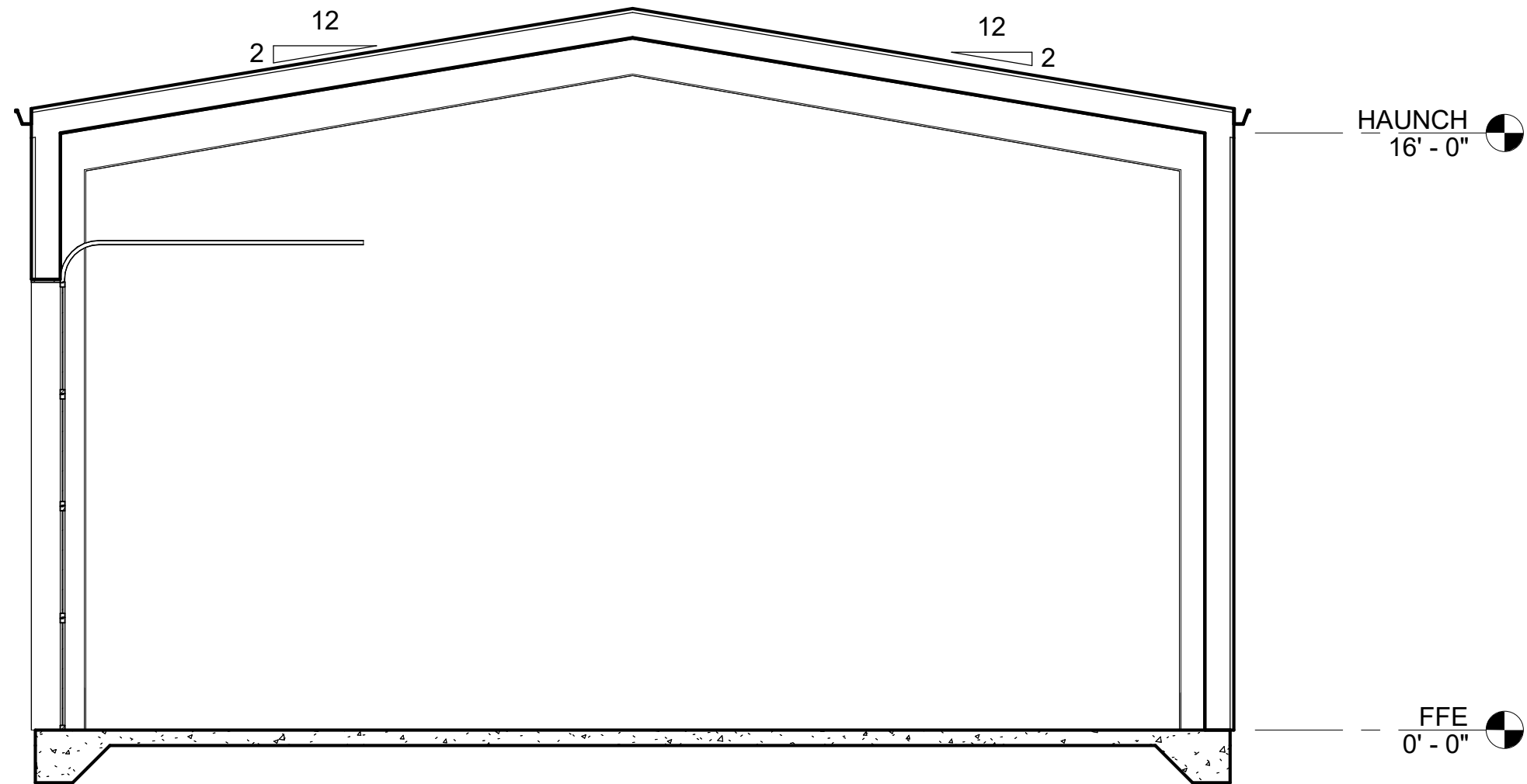
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S2 128

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1

Section 1

S301 1/4" = 1'-0"

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DEC. 30, 2011
CARDO HERNANDEZ

Renews: JUNE 30, 2021

CITY OF COBURG OPS BUILDING #2

91611 N. COBURG ROAD
COBURG, OREGON

revisions:

date: APR. 20, 2023
drawn by: JJA
designer: JJA
project no: 20-004J

SECTION

sheet:

S3129



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Premier RV Water Service

Meeting Date: May 9th 2023

Staff Contact: Brian Harmon Public Works Director

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

REQUESTED COUNCIL ACTION

- For Discussion Only.
-

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

2023-24 City Council Goals:

- Fiscal Stewardship
 - Utilities, Equipment, and Infrastructure
-

BACKGROUND

Paul Williams has asked for City Council to pay to have water extended to his property at the cost of the City. He has provided letters to you and has stated that there is almost 20yrs of history of the City promising that we would provide a water service to his Premier RV Resort located on the East side of I-5. Water currently sits approximately 80ft from his property line. After asking for quotes from vendors on the cost of materials and adding in the cost for Public Work's labor, it would cost the City around \$15,000. We do most of the materials in inventory for this water service, which could reduce the cost \$5,000. **THESE COSTS ARE AN APPROXIMATE.** The owner is willing to purchase the meter at \$3,544.00

We are currently waiting on a Wetlands Permit that would allow us to work in the area of this water service location. This could be as late as August. The truth regarding this is we have no idea as to when this permit will be issued.

Normally the Public Works charges \$2,500 for installing a water service with the option for additional time and material. We also inform anyone that requests a service that if they choose to have Public Works do this that they are on the schedule of the Department which can have lead times of months, or they have the option to have it done themselves at the cost of a contractor of their choosing.

LEGAL REVIEW

Staff reviewed the water ordinance and then asked legal to do the same for direction as to whether Premier RV was responsible for taking the line from the bore to their property line. The ordinance states the following:

Ordinance A-224 - 4.7 Connection Required. When a city water main is made available and operative in a public right-of-way or easement abutting property within the city limits, all occupied buildings or structures shall connect with the city water within 90 days from notification of availability by the City.

As the City Water Main is 80 ft. from the property line, it was the conclusion of legal that the City could provide the service up to the property line within the guidelines of the ordinance.

RECOMMENDATION

Staff recommends Council continues discussion, and then makes a decision on whether you would like to have Public Works extend the waterline at no cost to property owner, or defer the cost of time and material to the property owner.

PUBLIC INVOLVEMENT

N/A

ALTERNATIVES

- Council can give direction by motion to staff to install the waterline
- Council can give direction by motion to defer to property owner to have the water line installed at his cost.

ATTACHMENTS

1. Letter sent to City Council by Premier RV Paul Williams

REVIEWED THROUGH

Anne Davies, City Attorney

Anne Heath, City Administrator

**Premier RV Resorts, LLC
Eugene Premier RV Resort, LLC
33620 SW Firdale Rd.
Cornelius, Or. 97113**

January 30, 2023

Anne Heath
City Administrator
91136 N. Willamette Street,
Coburg OR 97408

RE: Domestic water to Eugene Premier RV Resort, LLC

33022 Van Duyn Rd, Eugene, OR 97408

Dear Ms. Heath,

Thank you for the productive meeting with your staff concerning the extension of the city water line to our property.

Based on our discussion with you and your staff we propose the following:

1. The City of Coburg extend the water line the approximately 71 feet to reach our south property line at its cost.
2. The city installs a water meter (which shall be paid for by Eugene Premier RV Resort LLC) sized to serve our resort as determined by our engineer.
3. Eugene Premier RV Resort will hire an engineer at its expense to determine the size of meter, and supply pipe needed to service the resort and the required back flow device to meet the city standards.
4. The city will keep us apprised of the progress in getting the state permit and will review our engineering as we wait for the state permit so that we can begin construction of our water line as soon as the state permit is issued.

Time is of the essence for this project. We cannot predict how long our domestic water wells will have sufficient flow to provide the potable water for our resort.

Please share this letter with the mayor and council members.

We remind the city that we have been promised water for almost 18 years and the proposed hook up date has been moved back at least 4 times in the last 4 years.

We do not want to have to litigate this issue but are prepared to do so should the city again fail to perform as promised.

Very Truly Yours,

Paul Williams

Managing Member Eugene Premier RV Resort, LLC



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Finance Quarterly Update

Meeting Date: May 9, 2023

Staff Contact: Anne Heath

Contact: 541-682-7871, Anne.Heath@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 March 31, 2023

- March is the 9th month of the fiscal year. If revenues and expenses were spread evenly throughout the year, the City should be at 75% of budget with each.
 - **Whole City Revenue** received \$6,055,899 to date, which equals 51% of budget, compared to \$3,865,714 in March, 2022 which was 38% of budgeted. The following are important points to consider regarding revenues:
 - Property tax receipts received by the end of March 31, 2023 were \$882,713 which is 95.3% of budget. Last year at March 31, 2022, the City had collected \$836,379 which was 97% of budget.
 - Reimbursement requests for the budgeted Water Master Project and Street projects are in process,
 - All submitted reimbursements have been received.
 - Fuel Taxes received are \$171,057 which is 59% of budget
 - Transportation Utility Fees collected to date are \$111,200 which is 73% of budget
 - Utility fees collected are water at 63.7%, and sewer at 75%

- **Whole City Expenses** are \$5,949,054, which is 40% of budget. Compared to \$4,035,908 last year at month end, which was also 40%.
 - Capital projects of the City are in process but do not always fall in the months expected.
 - Only partial City debt payments were made by March 31, 2023. Additional payments will be due before the end of the fiscal year.
 - All Funds, General, Streets, Water, Sewer are operating within their budgets.
 - There is a 11% 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.

FINANCE JOB POSTING

The Finance position has been filled by Gregory Peck who is in training at this time.

BUDGET

The Budget is in process and will be made available on May 9, 2023 to the Budget Committee

PUBLIC INVOLVEMENT

N/A

NEXT STEPS

- Budget 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 January 1, 2023 – March 31, 2023**
 - F. Bank Statements – March 31, 2023**
 - G. LGIP Statements – March 31, 2023**
-

CITY OF COBURG
GENERAL FUND BUDGET PERFORMANCE ANALYSIS
March 31, 2023

								CURRENT BUDGET YEAR 2022-23											58,962.00					
Account #	Account Name	HISTORICAL ACTUALS						Actual	Actual	Actual	Actual	Acutal	Actual	Actual	Actual	Actual	Budget	Budget	Budget	YTD ACT/PROJ	YTD BUDGET	Variance (fav)/UnFav	YTD %	
		2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN					
TOTAL GENERAL FUND REVENUE		1,920,492	2,322,272	2,764,876	2,075,738	2,299,185	2,545,187	123,030	274,982	116,873	137,919	744,892	431,562	141,725	132,485	188,032	260,000	280,000	390,000	3,221,499	3,509,934	288,434.28	92%	
PERSONAL SERVICES																								
ADMINISTRATION		305,091	339,253	412,997	448,344	450,154	554,534	48,977	59,487	58,493	34,947	32,271	30,380	32,696	33,560	58,962	53,333	53,333	53,336	549,775	639,999	90,224	86%	
PLANNING		49,664	60,154	87,192	79,098	39,402	55,892	4,556	6,704	4,694	4,894	5,294	5,033	4,545	4,740	6,630	5,352	5,352	5,346	63,140	64,218	1,078	98%	
POLICE		284,948	354,383	390,597	401,572	469,242	568,686	50,538	68,567	48,591	51,590	53,544	52,273	49,300	48,199	66,744	58,125	58,125	58,127	663,723	697,502	33,779	95%	
COURT		86,201	95,160	97,451	104,352	105,729	113,826	9,580	13,780	9,394	9,137	9,162	9,162	9,169	9,151	12,869	10,000	10,000	10,287	121,692	123,422	1,730	99%	
ECONOMIC DEVELOPMENT		49,664	60,154	87,192	79,098	39,402	30,389	3,134	5,064	3,295	3,070	3,386	3,356	3,085	2,845	0	2,512	2,512	2,510	34,768	30,142	-4,626	115%	
PUBLIC WORKS		298,864	273,993	330,627	397,303	404,159	503,536	43,296	57,289	42,866	41,223	42,003	42,965	43,899	42,770	62,718	51,077	51,077	51,082	572,264	612,928	40,664	93%	
TOTAL PERSONAL SERVICES		1,024,768	1,183,097	1,406,056	1,509,767	1,508,088	1,826,863	160,081	210,890	167,333	144,860	145,660	143,169	142,695	141,266	207,922	180,399	180,399	180,688	2,005,362	2,168,212	162,849	92%	
																			2,005,362 proof					
MATERIALS AND SERVICES																								
ADMINISTRATION		226,043	248,187	220,817	219,341	252,167	240,560	83,402	8,491	18,974	8,757	32,961	8,345	20,909	6,758	9,084	17,500	17,500	17,500	250,180	271,198	21,018	92%	
FACILITIES		97,833	170,524	82,624	153,795	99,485	127,901	3,703	7,730	26,348	4,544	9,941	-2,157	4,736	4,202	7,085	6,000	6,000	6,000	84,132	92,840	8,708	91%	
PLANNING		151,662	235,060	258,088	101,478	159,930	271,218	18,322	1,791	3,382	1,702	24,949	1,382	22,640	1,571	3,362	10,510	10,510	10,507	110,627	126,115	15,488	88%	
POLICE		115,200	117,469	118,724	142,855	160,800	122,168	7,330	1,972	20,072	5,495	6,654	27,355	38,394	5,459	4,808	10,000	15,000	13,123	155,662	232,498	76,836	67%	
COURT		19,796	28,606	27,291	38,908	42,050	25,121	2,095	892	1,838	1,588	1,524	2,057	1,263	1,591	3,523	3,587	3,587	3,587	27,132	43,040	15,908	63%	
ECONOMIC DEVELOPMENT		50,451	23,836	42,939	80,991	21,600	54,856	12,698	0	2,115	747	2,359	267	1,969	0	5,160	14,415	14,415	14,415	68,560	172,980	104,420	40%	
PARK & PARK CAPITAL		67,307	90,399	59,280	450,213	97,450	88,901	1,447	4,574	6,719	6,887	699	2,547	4,383	167	577	5,000	100,000	100,000	232,999	247,215	14,216	94%	
TOTAL MATERIALS AND SERVICES		728,292	914,081	809,763	1,187,581	833,482	930,726	128,997	25,449	79,448	29,720	79,087	39,796	94,295	19,748	33,599	67,012	167,012	165,132	929,293	1,185,886	256,592	78%	
																			929,293 proof					
INTERFUND TRANSFERS-OUT																								
PARK FUND			0	0	0	0	0																	
WATER CAPITAL FUND			0	0	0	0	0																	
PAYROLL ALLOCATION -PLANNING		19,601	0	0	0	0	0																	
STREET FUND				50,000	50,000	50,000	0																	
SEWER FUND		50,000	0	0	0	0	0																	
TOTAL TRANSFERS OUT		69,601	0	50,000	50,000	50,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
					0		0																	
TOTAL EXPENSES		1,822,661	2,097,178	2,265,819	2,747,348	2,391,570	2,757,589	289,078	236,339	246,781	174,580	224,747	182,965	236,990	161,013	241,521	247,411	347,411	345,820	2,934,656	3,354,098	419,442	87%	
TOTAL REVENUE/(LOSS)		97,831	225,094	499,057	586,250	-92,385	-212,402	-166,048	38,642	-129,908	-36,661	520,145	248,597	-95,265	-28,529	-53,489	12,589	-67,411	44,180	286,843				
																			Net Income/Loss					
CASH IN BANK BEGINNING								563,813	322,555	356,987	218,558	185,133	716,836	689,516	804,156	801,406	782,381	794,970	727,559	286,843	200,000	Contingency		
Revenue/(Loss)								-166,048	38,642	-129,908	-36,661	520,145	248,597	-95,265	-28,529	-53,489	12,589	-67,411	44,180		176,590	Restricted for Park SDC		
Balance Sheet Adjustments								-75,210	-4,211	-8,520	3,235	11,558	-275,917	209,905	25,778	34,465					484,246	Ending Fund Balance		
																			4,214,934				Budget Expenditures	
CASH IN BANK ENDING								322,555	356,987	218,558	185,133	716,836	689,516	804,156	801,406	782,381	794,970	727,559	771,739	Projected Ending Cash				
IMPORTANT NOTE: This worksheet has been created for projection purposes only. It should not be read entirely																							660,836	

IMPORTANT NOTE:
This worksheet has been created for projection purposes only. It should not be read entirely as a year-to-date source. It is important for the purpose of projecting cash on hand at the end of the fiscal year

237607
236990.19
616.81

4,978.00
53984
58,962.00

0.00

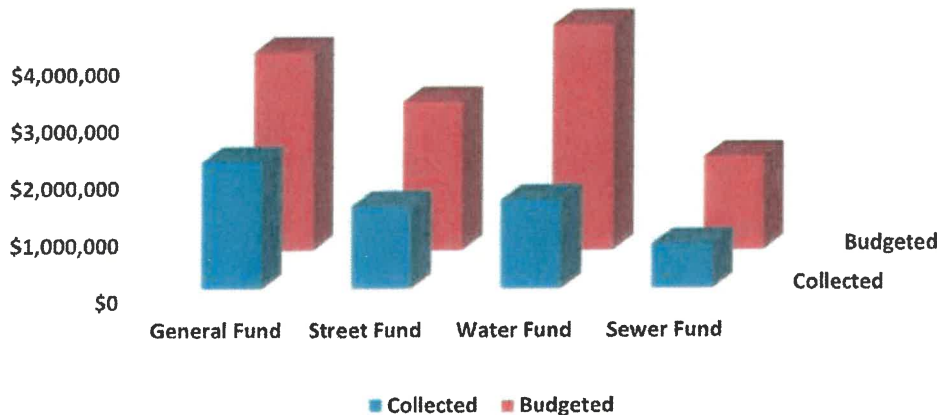
CITY OF COBURG

REVENUES COLLECTED COMPARED TO BUDGET

Fiscal Year To Date As of March, 2023

Fund	Collected	Budgeted	Difference	Percentage
General Fund	\$2,241,836	\$3,509,933	\$1,268,097	64%
Street Fund	\$1,459,950	\$2,627,752	\$1,167,802	56%
Water Fund	\$1,565,435	\$3,982,226	\$2,416,791	39%
Sewer Fund	\$788,668	\$1,651,926	\$863,258	48%
TOTAL ALL FUNDS	\$6,055,889	\$11,771,837	\$5,715,948	51%

Revenues: Budget vs Actual at March 31, 2023



Important Notes:

Budgeted revenues are net of Beginning Fund balance,

Overall revenues should be 75% if spread evenly throughout the year.

Property Tax Receipts received through 03/31/2022 were \$882,713 which is 95.3% of budget

Reimbursement requests for Streets and Water are in process

Fuel Taxes received as of 03/31/2023 are \$171,057 which is 59% of budget

Transportation Utility Fee (TUF) has collected \$111,200 which is 73% of budget

Water fees collected through 3/31/2023 are \$658,909 which is 63% of budget

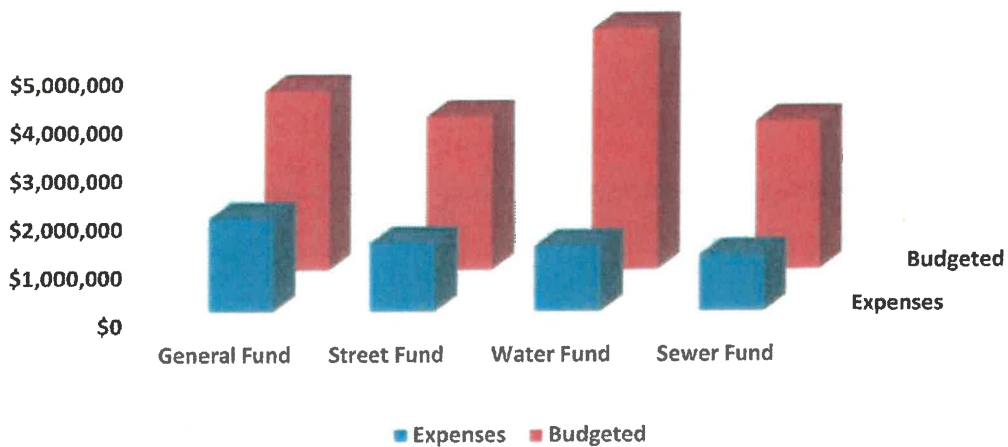
Sewer Fees collected through 3/31/2023 are \$633,567 which are 75% of budget

There is a 11% difference between revenues received and expenses.

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

Fund	Expenses	Budgeted	Difference	Percentage
General Fund	\$1,957,046	\$3,730,687	\$1,773,641	52%
Street Fund	\$1,441,091	\$3,188,521	\$1,747,430	45%
Water Fund	\$1,374,863	\$4,982,559	\$3,607,696	28%
Sewer Fund	\$1,176,054	\$3,076,219	\$1,900,165	38%
TOTAL ALL FUNDS	\$5,949,054	\$14,977,986	\$9,028,932	40%

Expenses: Budget vs Actual at March 31, 2023



Important Notes

Budgeted expenses are net of Beginning Fund balance

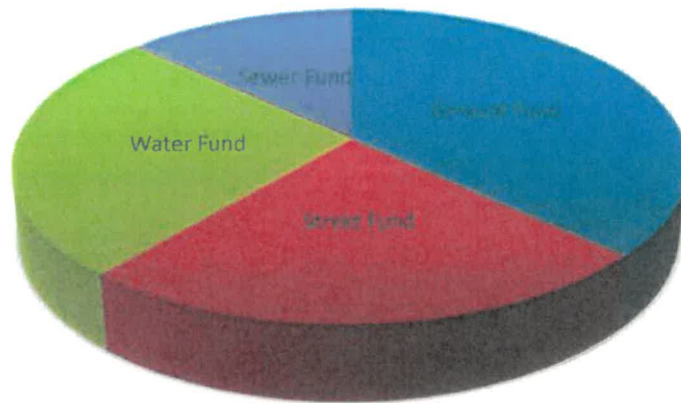
Overall expenses should be 75% if spread evenly throughout the year.

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

There are debt payments still to be made before the end of the fiscal year

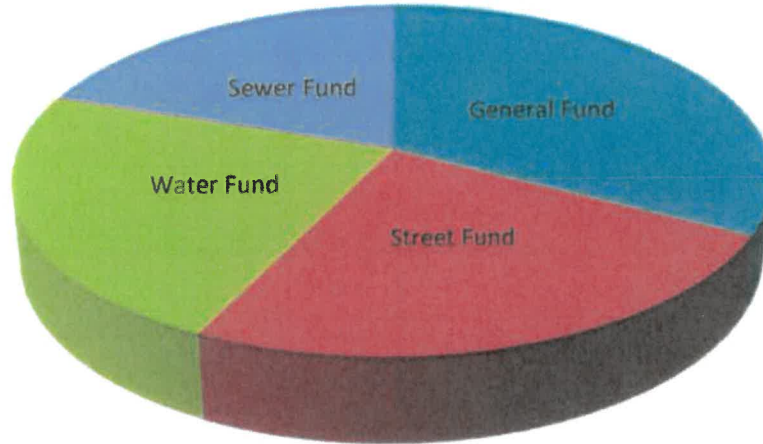
Overall City expenses are under budget.

CITY REVENUES AT March 31, 2023



■ General Fund ■ Street Fund ■ Water Fund ■ Sewer Fund

CITY EXPENSES AT MARCH 31, 2023



■ General Fund ■ Street Fund ■ Water Fund ■ Sewer Fund

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	4,214,933.11	188,031.51	2,241,835.90	1,973,097.21	0.00	1,973,097.21	46.81
	Fund Expense Sub Totals:	4,214,933.53	241,521.53	1,957,045.58	2,257,887.95	0.00	2,257,887.95	53.57
	Fund 001 Sub Totals:	0.42	53,490.02	-284,790.32	284,790.74	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	3,523,752.00	45,226.80	1,459,949.94	2,063,802.06	0.00	2,063,802.06	58.57
	Fund Expense Sub Totals:	3,523,752.38	38,748.67	1,441,090.76	2,082,661.62	0.00	2,082,661.62	59.10
	Fund 003 Sub Totals:	0.38	-6,478.13	-18,859.18	18,859.56	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	5,549,226.10	75,381.74	1,565,434.63	3,983,791.47	0.00	3,983,791.47	71.79
	Fund Expense Sub Totals:	5,549,226.14	356,522.40	1,374,863.25	4,174,362.89	0.00	4,174,362.89	75.22
	Fund 004 Sub Totals:	0.04	281,140.66	-190,571.38	190,571.42	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	3,815,925.56	93,260.20	788,693.37	3,027,232.19	0.00	3,027,232.19	79.33
	Fund Expense Sub Totals:	3,815,926.02	46,027.65	1,176,054.23	2,639,871.79	0.00	2,639,871.79	69.18
	Fund 005 Sub Totals:	0.46	-47,232.55	387,360.86	-387,360.40	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 026	SEWER DEBT							
Dept 026-000	REVENUE							
R03	Property Taxes							
026-000-402030	URA Property Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00
R06	R03 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00	0.00
026-000-401050	User Fees							
	LID Assessment	0.00	0.00	-25.00	25.00	0.00	25.00	0.00
	R06 Sub Totals:	0.00	0.00	-25.00	25.00	0.00	25.00	0.00
	Revenue Sub Totals:	0.00	0.00	-25.00	25.00	0.00	25.00	0.00
	Dept 000 Sub Totals:	0.00	0.00	25.00	-25.00	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	17,103,836.77	401,900.25	6,055,888.84	11,047,947.93	0.00	11,047,947.93	64.59
	Expense Totals:	17,103,838.07	682,820.25	5,949,053.82	11,154,784.25	0.00	11,154,784.25	65.22
	Report Totals:	1.30	280,920.00	-106,835.02	106,836.32	0.00		

CITY OF COBURG
March 31, 2023
Fiscal Year 2023
CASH ON HAND PER FUND

Bank Accounts									
Funds	KEY BANK - GEN	SP GEN.	SP SDC	For	SP SAVINGS	For	POLICE EVID.	TOTAL	
GEN 001	180,808	398,843			23,087			602,738	
PD Drug Educ.									
Park Cap	123,114								
STREET 003	614,813	92,342	56,529	Park SDC				179,643	
WATER 004	308,712	1,433,780	256,511	Street SDC				963,665	
SEWER 005	464,174		26,963	Water SDC				1,769,455	
SEWER DEBT	136,748		952,793	Sewer SDC				1,444,946	
EVIDENCE								261,403	
TOTAL	1,828,368	1,924,964	1,292,795		175,721		100	5,221,949	

CIP SDCs	
Cash Balance 3/31/2023	\$5,221,949
Cash Balance 3/31/2022	\$4,911,015
Difference	310,934

REVENUE GENERATION BY FUND	
GENERAL FUND	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 FUND	Street Taxes, User Fees, Grants, CIP Funds, SDC, Grants Loans
WATER FUND	User Fees, Grants, Capital Funds, SDC
SEWER FUND	User Fees, Grants, Capital Funds, SDC, Loans
SEWER DEBT FUND	LID, Loan Proceeds, URA Debt Service
EVIDENCE	Evidence Cash Seized

Accounts Payable

Checks by Date - Summary by Check Date

User: anne heath
Printed: 4/27/2023 5:56 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
88187	911Sup	911 Supply Inc	01/05/2023	211.30
88188	BRA344	Branch Engineering	01/05/2023	66,451.66
88189	CAR476	Carquest Auto Parts	01/05/2023	115.29
88190	CasCol	Cascade Columbia Dist Co	01/05/2023	4,235.09
88191	CasEng	Cascade Engraving & Awards	01/05/2023	46.79
88192	CINTA	Cintas Corporation	01/05/2023	202.61
88193	DCBS	DCBS Fiscal Services	01/05/2023	1,752.84
88194	EDMS	EDMS	01/05/2023	634.70
88195	EME131	Emerald People's Utility	01/05/2023	59.25
88196	GlockI	Glock Professional	01/05/2023	250.00
88197	GreFord	Gresham Ford	01/05/2023	35,966.18
88198	HJCON	H & J Construction, INC.	01/05/2023	156,997.28
88199	IKSigns	Image King Signs	01/05/2023	536.00
88200	Lanfin	Lane County Finance Department	01/05/2023	269.67
88201	NEL100	Nelson Tree Svcs Inc	01/05/2023	880.00
88202	NOR146	NW Natural	01/05/2023	594.79
88203	OreRev	Oregon Dept. of Revenue	01/05/2023	1,005.07
88204	PEST	Pest Management Services	01/05/2023	47.00
88205	RoyFlu	Royal Flush Environmental	01/05/2023	1,975.50
88206	SSW	Sierra Springs	01/05/2023	50.35
88207	TANG	Tangent	01/05/2023	537.00
88208	TYLE	Tyler Technologies	01/05/2023	301.46
88209	WelWel	Welt & Welt, Inc	01/05/2023	683.99
Total for 1/5/2023:				273,803.82
88210	ANA165	Analytical Laboratory Group	01/12/2023	1,938.00
88211	BAT400	Batteries Plus	01/12/2023	90.56
88212	CasCol	Cascade Columbia Dist Co	01/12/2023	5,529.50
88213	CenLin	CenturyLink	01/12/2023	54.96
88214	CINTA	Cintas Corporation	01/12/2023	181.04
88215	CityCott	City of Cottage Grove	01/12/2023	17,648.00
88216	EDMS	EDMS	01/12/2023	835.19
88217	EMEEXC	Emerald Excavating	01/12/2023	49,750.00
88218	EME131	Emerald People's Utility	01/12/2023	6,283.94
88219	HDEPOT	Home Depot Credit Services	01/12/2023	1,272.65
88220	HUNTER	Hunter Communications	01/12/2023	320.19
88221	IRO100	Iron Mountain	01/12/2023	504.65
88222	ONE193	One Call Concepts, Inc.	01/12/2023	39.15
88223	RVBD	Riverbend Materials	01/12/2023	153.07
88224	ARC242	SPOK, INC.	01/12/2023	59.80
88225	Stap	Staples	01/12/2023	56.28
88226	TAG	The Automation Group, Inc.	01/12/2023	555.00
88227	TYLE	Tyler Technologies	01/12/2023	470.25
88228	USA426	USA Blue Book	01/12/2023	815.94
88229	Verizon	Verizon Wireless	01/12/2023	839.29
88230	WFFL	Wells Fargo Financial Leasing, Inc.	01/12/2023	508.40

Check No	Vendor No	Vendor Name	Check Date	Check A	Item 11.
88278	KOJam	James Kolstoe	02/08/2023		143.00
88279	LAN129	Lane Council of Governments	02/08/2023		2,687.36
88280	Lanfin	Lane County Finance Department	02/08/2023		466.99
88281	LEA115	League of Oregon Cities	02/08/2023		80.00
88282	NOR146	NW Natural	02/08/2023		590.43
88283	OffDep	Office Depot Credit Plan	02/08/2023		26.24
88284	ONE193	One Call Concepts, Inc.	02/08/2023		35.10
88285	OCCMA	Oregon City/County Mgm Assoc	02/08/2023		264.96
88286	OreRev	Oregon Dept. of Revenue	02/08/2023		1,932.22
88287	PACI	Pacific Power Group LLC	02/08/2023		1,200.00
88288	PEST	Pest Management Services	02/08/2023		47.00
88289	SECR	Security Monster	02/08/2023		65.00
88290	SSW	Sierra Springs	02/08/2023		102.68
88291	Stap	Staples	02/08/2023		207.95
88292	TSC	Tailored Solutions Corporation	02/08/2023		1,065.00
88293	TANG	Tangent	02/08/2023		561.80
88294	TWOC	The Wash on Coburg	02/08/2023		165.00
88295	ULINE	Uline	02/08/2023		439.01
88296	Verizon	Verizon Wireless	02/08/2023		1,679.30
88297	WaltNels	Walter E. Nelson Co.	02/08/2023		42.83
88298	WFFL	Wells Fargo Financial Leasing, Inc.	02/08/2023		508.40
88299	WelWel	Welt & Welt, Inc	02/08/2023		1,258.67
88300	PhWill	Phillip Williams	02/08/2023		1,137.50
88301	ZENevco	Zenon Enviromental Corp	02/08/2023		12,471.00
Total for 2/8/2023:					44,627.25
88302	ANA165	Analytical Laboratory Group	02/16/2023		338.00
88303	CINTA	Cintas Corporation	02/16/2023		117.64
88304	DELDYL	Dylan Delahunt	02/16/2023		500.00
88305	EME131	Emerald People's Utility	02/16/2023		6,889.33
88306	MCKINLEY	McKinley Printing Co.	02/16/2023		810.00
88307	ORE123	OAWU - JS Memorial Scholarship Fund	02/16/2023		610.00
88308	Rexius	Rexius	02/16/2023		102.00
88309	ULINE	Uline	02/16/2023		1,292.45
Total for 2/16/2023:					10,659.42
88310	AFL250	AFLAC	03/03/2023		536.64
88311	ANA165	Analytical Laboratory Group	03/03/2023		112.00
88312	BRA344	Branch Engineering	03/03/2023		27,924.52
88313	CAR476	Carquest Auto Parts	03/03/2023		188.88
88314	CasCol	Cascade Columbia Dist Co	03/03/2023		4,380.64
88315	CASHS	Cascade Health	03/03/2023		1,410.00
88316	CMH	Cascade Mobile Health	03/03/2023		156.00
88317	CINTA	Cintas Corporation	03/03/2023		63.40
88318	DCBS	DCBS Fiscal Services	03/03/2023		77.04
88319	EME131	Emerald People's Utility	03/03/2023		177.50
88320	GRAN	Grants Hearing Center	03/03/2023		54.97
88321	Lanfin	Lane County Finance Department	03/03/2023		365.73
88322	JLOND	London & Paris, LLP	03/03/2023		594.00
88323	MidState	Mid-State Industrial Service inc	03/03/2023		777.44
88324	OreRev	Oregon Dept. of Revenue	03/03/2023		1,293.27
88325	PacExc	Pacific Excavation, Inc.	03/03/2023		232,479.25
88326	PAC150	Pacific Power	03/03/2023		1,526.81
88327	PEST	Pest Management Services	03/03/2023		47.00
88329	RVBD	Riverbend Materials	03/03/2023		69.06

Check No	Vendor No	Vendor Name	Check Date	Check Amount
88377	CAR476	Carquest Auto Parts	03/22/2023	131.42
88378	Petty	Petty Cash Reimbursement Cash	03/22/2023	193.88
88379	CenLin	CenturyLink	03/22/2023	335.57
88380	CINTA	Cintas Corporation	03/22/2023	63.40
88381	DCC	Delta Construction Company	03/22/2023	7,107.52
88382	EME131	Emerald People's Utility	03/22/2023	80.59
88383	FCSG	FCS Group	03/22/2023	1,953.74
88384	LanLin	Language Line Services	03/22/2023	19.50
88385	PEST	Pest Management Services	03/22/2023	47.00
88386	REV	Reveal Media USA Inc.	03/22/2023	1,030.00
88387	TAG	The Automation Group, Inc.	03/22/2023	676.00
Total for 3/22/2023:				12,894.26
88388	ANA165	Analytical Laboratory Group	03/30/2023	450.00
88389	KATBRA	Katie Brady	03/30/2023	200.00
88390	BRA344	Branch Engineering	03/30/2023	39,533.15
88391	CINTA	Cintas Corporation	03/30/2023	117.64
88392	EME131	Emerald People's Utility	03/30/2023	24.18
88393	HERC	Herc Rentals Inc.	03/30/2023	79.02
88394	IDEX	Idexx Laboratories, Inc.	03/30/2023	454.78
88395	JLOND	London & Paris, LLP	03/30/2023	770.00
88396	NOR146	NW Natural	03/30/2023	105.90
88397	RVBD	Riverbend Materials	03/30/2023	119.45
88398	TANG	Tangent	03/30/2023	561.80
88399	OSGP	Voya-Oregon Savings Growth Plan	03/30/2023	200.00
Total for 3/30/2023:				42,615.92
Report Total (212 checks):				1,208,841.35



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

Public Sector Statement
March 31, 2023
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Item 11.

379681084602

77 31 T 908 00000 R EM AO
CITY OF COBURG
GENERAL ACCOUNT
PO BOX 8316
COBURG OH 97408-1310

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

Public Transaction 379681084602
CITY OF COBURG
GENERAL ACCOUNT

Beginning balance 2-28-23	\$1,723,987.48
78 Additions	+707,971.73
100 Subtractions	-506,786.60
Net fees and charges	-319.28
Ending balance 3-31-23	\$1,924,853.33

Additions

<i>Deposits</i>	<i>Date</i>	<i>Serial #</i>	<i>Source</i>	
	3-1		Merchant Svcs Merch Dep 8008238126	\$1,311.80
	3-1		Direct Deposit, Pcs OR Trust Pcs OR Tr	1,104.17
	3-2		Merchant Svcs Merch Dep 8008238126	2,115.49
	3-3		Key Capture Deposit	25,999.79
	3-3		Merchant Svcs Merch Dep 8008238126	869.05
	3-3		Direct Deposit, Merchant S 8030298668	397.02
	3-3		Merchant Svcs Merch Dep 8008238142	50.00
	3-6		Direct Deposit, Oregon St Treas Lgip ACH	400,000.00
	3-6		Direct Deposit, City of Coburg Cons Coll	29,332.42
	3-6		Direct Deposit, City of Coburg Cons Coll	3,057.00
	3-6		Merchant Svcs Merch Dep 8008238126	1,633.86
	3-6		Direct Deposit, Merchant S 8030298668	1,210.87
	3-6		Merchant Svcs Merch Dep 8008238142	242.00
	3-6		Direct Deposit, Merchant S 8030298668	86.25
	3-7		Merchant Svcs Merch Dep 8008238126	1,984.12
	3-7		Merchant Svcs Merch Dep 8008238142	215.00
	3-8		Key Capture Deposit	8,501.50
	3-8		Key Capture Deposit	5,822.90
	3-8		Merchant Svcs Merch Dep 8008238142	1,819.00
	3-8		Key Capture Deposit	1,277.53
	3-8		Merchant Svcs Merch Dep 8008238126	661.10
	3-8		Key Capture Deposit	108.11
	3-8		Key Capture Deposit	50.00
	3-8		Key Capture Deposit	50.00

Public Sector Statement
March 31, 2023
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Additions
 (con't)

<i>Deposits</i>	<i>Date</i>	<i>Serial #</i>	<i>Source</i>	
	3-8		Key Capture Deposit	32.50
	3-9		Merchant Svcs Merch Dep 8008238126	706.69
	3-9		Merchant Svcs Merch Dep 8008238142	340.00
	3-9		Direct Deposit, Pcs OR Trust Pcs OR Tr	82.50
	3-10		Direct Deposit, Merchant S 8030298668	35,191.09
	3-10		Merchant Svcs Merch Dep 8008238126	148.70
	3-13		Key Capture Deposit	4,781.14
	3-13		Merchant Svcs Merch Dep 8008238126	1,102.31
	3-13		Merchant Svcs Merch Dep 8008238142	200.00
	3-13		Direct Deposit, Merchant S 8030298668	178.25
	3-13		Direct Deposit, Merchant S 8030298668	86.25
	3-14		Merchant Svcs Merch Dep 8008238126	897.20
	3-15		Direct Deposit, Merchant S 8030298668	35,147.42
	3-15		Key Capture Deposit	30,097.29
	3-15		Key Capture Deposit	3,406.09
	3-15		Direct Deposit, Pcs OR Trust Pcs OR Tr	1,763.47
	3-15		Merchant Svcs Merch Dep 8008238126	1,297.40
	3-15		Key Capture Deposit	100.00
	3-16		Merchant Svcs Merch Dep 8008238126	1,800.13
	3-16		Deposit Branch 0067 Oregon	1,212.00
	3-16		Direct Deposit, Merchant S 8030298668	1,035.00
	3-16		Deposit Branch 0067 Oregon	295.00
	3-16		Deposit Branch 0067 Oregon	85.70
	3-16		Deposit Branch 0067 Oregon	40.00
	3-17		Merchant Svcs Merch Dep 8008238126	399.93
	3-17		Direct Deposit, Merchant S 8030298668	378.67
	3-20		Merchant Svcs Merch Dep 8008238126	1,196.60
	3-20		Direct Deposit, Merchant S 8030298668	86.25
	3-21		Merchant Svcs Merch Dep 8008238126	665.86
	3-21		Merchant Svcs Merch Dep 8008238142	315.00
	3-22		Merchant Svcs Merch Dep 8008238126	903.06
	3-22		Key Capture Deposit	300.00
	3-22		Direct Deposit, Merchant S 8030298668	92.00
	3-23		Key Capture Deposit	37,129.42
	3-23		Key Capture Deposit	492.59
	3-23		Merchant Svcs Merch Dep 8008238126	303.78
	3-23		Merchant Svcs Merch Dep 8008238142	265.00
	3-24		Merchant Svcs Merch Dep 8008238126	999.70
	3-24		Merchant Svcs Merch Dep 8008238142	200.00
	3-24		Direct Deposit, Merchant S 8030298668	115.00
	3-27		Direct Deposit, Merchant S 8030298668	86.25
	3-28		Key Capture Deposit	26,286.25
	3-28		Key Capture Deposit	16,252.61
	3-28		Key Capture Deposit	1,000.00
	3-28		Merchant Svcs Merch Dep 8008238126	268.70
	3-29		Merchant Svcs Merch Dep 8008238126	456.00
	3-30		Key Capture Deposit	4,816.17
	3-30		Direct Deposit, Pcs OR Trust Pcs OR Tr	1,688.04
	3-30		Merchant Svcs Merch Dep 8008238126	1,574.80
	3-30		Key Capture Deposit	961.04



379681084602

Additions
(con't)

Deposits	Date	Serial #	Source	
	3-30		Merchant Svcs Merch Dep 8008238142	895.00
	3-30		Direct Deposit, Merchant S 8030298668	776.25
	3-31		Merchant Svcs Merch Dep 8008238126	797.65
	3-31		Merchant Svcs Merch Dep 8008238142	345.00
Total additions				\$707,971.73

Subtractions

Paper Checks

* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
88261	3-13	\$40.50	88332	3-23	240.09	88358	3-24	457.79
*88278	3-17	143.00	88333	3-9	4,170.00	88359	3-21	367.29
*88281	3-2	80.00	88334	3-9	1,370.12	*88361	3-21	1,501.71
*88285	3-2	264.96	88335	3-8	487.50	88362	3-29	3,124.71
*88292	3-2	1,065.00	88336	3-13	18,191.05	88363	3-21	133.00
*88310	3-14	536.64	88337	3-14	461.07	88364	3-22	3,300.00
88311	3-8	112.00	88338	3-15	34.38	88365	3-21	1,499.12
88312	3-8	27,924.52	88339	3-15	32.00	88366	3-17	7.00
88313	3-10	188.88	88340	3-10	2,237.93	88367	3-20	132.71
88314	3-9	4,380.64	88341	3-20	2,123.82	*88369	3-27	120.53
88315	3-9	1,410.00	88342	3-17	315.46	88370	3-21	409.99
88316	3-9	156.00	88343	3-15	504.65	88371	3-22	30.00
88317	3-14	63.40	88344	3-17	393.50	88372	3-22	300.00
88318	3-8	77.04	88345	3-16	387.03	88373	3-23	360.00
88319	3-16	177.50	88346	3-13	2,526.11	88374	3-21	1,062.17
88320	3-14	54.97	88347	3-14	833.25	88375	3-30	536.64
88321	3-8	365.73	88348	3-23	200.00	88376	3-28	719.00
88322	3-21	594.00	88349	3-20	508.40	88377	3-29	131.42
88323	3-7	777.44	88350	3-13	525.00	*88379	3-27	335.57
88324	3-8	1,293.27	88351	3-21	1,014.00	*88381	3-27	7,107.52
88325	3-7	232,479.25	88352	3-22	191.50	88382	3-28	80.59
88326	3-8	1,526.81	88353	3-31	438.99	88383	3-29	1,953.74
88327	3-8	47.00	88354	3-17	10,812.90	88384	3-27	19.50
*88329	3-10	69.06	88355	3-28	32.00	88385	3-28	47.00
88330	3-10	112.67	88356	3-21	6,403.52	*88387	3-24	676.00
88331	3-13	4,000.00	88357	3-22	2,517.50			

Paper Checks Paid

\$359,305.05

Withdrawals	Date	Serial #	Location	
	3-1		Merchant Svcs Merch Fee 8008238126	\$1,159.85
	3-1		Merchant Svcs Merch Fee 8008238142	260.92
	3-2		Direct Withdrawal, Merchant S 8030298668	34.32
	3-7		Direct Withdrawal, City of Coburg Return	129.52
	3-7		Direct Withdrawal, City of Coburg Return	26.00
	3-7		Direct Withdrawal, Cis Trust 5037633834	26,387.85
	3-8		Direct Withdrawal, Irs Usat taxpymt	10,397.59
	3-8		Direct Withdrawal, OR Revenue Dept Taxpayment	2,931.41
	3-9		Direct Withdrawal, Valic Eremit Prm	4,515.27
	3-10		Direct Withdrawal, KeyBank Auto Pymt	2,974.55
	3-10		Direct Withdrawal, Asi Asi Fees	22.50

Public Sector Statement
March 31, 2023
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Subtractions

(con't)

<i>Withdrawals</i>	<i>Date</i>	<i>Serial #</i>	<i>Location</i>	
	3-13		Direct Withdrawal, Invoice PA0007Mqbilling	104.50
	3-14		Direct Withdrawal, City of Coburg Dir Dep	29,858.58
	3-22		Direct Withdrawal, Irs Usataxpymt	9,724.34
	3-22		Direct Withdrawal, OR Revenue Dept Taxpayment	2,763.47
	3-27		Direct Withdrawal, Employer Contrb Pers Cntrb	14,635.13
	3-27		Direct Withdrawal, Employer Contrb Pers Cntrb	4,661.26
	3-27		Direct Withdrawal, Employer Contrb Pers Cntrb	13.60
	3-28		Direct Withdrawal, City of Coburg Dir Dep	34,814.61
	3-28		Direct Withdrawal, Invoice PA0007Spbilling	107.60
	3-29		Chargeback	1,548.68
	3-30		Direct Withdrawal, Asi Hc230327	405.00
	3-30		Direct Withdrawal, Asi Dc230327	5.00
			Total subtractions	\$506,786.60

Fees and charges

<i>Date</i>		<i>Quantity</i>	<i>Unit Charge</i>	
3-8-23	Feb Analysis Service Chg	1	319.28	-\$319.28
	Fees and charges assessed this period			-\$319.28

See your Account Analysis statement for details.



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

Public Sector Statement
March 31, 2023
page 1 of 2

Item 11.

379681084610

31 RTM1X 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 379681084610
CITY OF COBURG
POLICE EVIDENCE TRUST

Beginning balance 2-28-23	\$100.00
Ending balance 3-31-23	\$100.00

**Fees and
charges**

See your Account Analysis statement for details.



Account Statement
For the Month Ending **March 31, 2023**

Consolidated Summary Statement

COBURG CITY OF

Portfolio Summary

Investment Allocation

Portfolio Holdings	Dividends	Closing Balance	Current Yield	Investment Type	Closing Balance	Percent
Oregon LGIP	12,385.46	3,855,849.48	3.75 %	Local Government Investment Pool	3,855,849.48	100.00
Total	\$12,385.46	\$3,855,849.48		Total	\$3,855,849.48	100.00%



Account Statement
For the Month Ending March 31, 2023

Consolidated Summary Statement

COBURG CITY OF

Account Number	Account Name	Opening Balance	Purchases	Redemptions	Closing Balance	Dividends
3711	COBURG CITY OF / SDC	1,288,691.00	4,104.39	0.00	1,292,795.39	4,104.39
3784	COBURG CITY OF / GENERAL FUND SAVINGS	175,163.37	557.88	0.00	175,721.25	557.88
5968	COBURG CITY OF / URBAN RENEWAL DISTRICT	451,505.82	10,862.68	0.00	462,368.50	1,454.45
5969	COBURG CITY OF / GENERAL	2,290,092.02	34,872.42	(400,000.10)	1,924,964.34	6,268.74
Total		\$4,205,452.21	\$50,397.37	(\$400,000.10)	\$3,855,849.48	\$12,385.46



Account Statement - Transaction Summary

For the Month Ending March 31, 2023

COBURG CITY OF - COBURG CITY OF / SDC - 3711

Oregon LGIP	
Opening Balance	1,288,691.00
Purchases	4,104.39
Redemptions	0.00
Closing Balance	\$1,292,795.39
Dividends	4,104.39

Asset Summary	
	March 31, 2023February 28, 2023
Oregon LGIP	1,292,795.391,288,691.00
Total	\$1,292,795.39\$1,288,691.00



For the Month Ending March 31, 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					
03/31/23	04/03/23	Accrual Income Div Reinvestment - Distributions	1.00	4,104.39	1,288,691.00
Closing Balance					1,292,795.39

	Month of March	Fiscal YTD July-March	Closing Balance	Average Monthly Balance	Monthly Distribution Yield
Opening Balance	1,288,691.00	1,467,067.09	1,292,795.39		
Purchases	4,104.39	25,728.35	1,288,823.40		
Redemptions	0.00	(200,000.05)			3.75%
Closing Balance	1,292,795.39	1,292,795.39			
Dividends	4,104.39	25,728.35			



Account Statement - Transaction Summary

For the Month Ending March 31, 2023

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

Oregon LGIP		Asset Summary	
Opening Balance	175,163.37	March 31, 2023	February 28, 2023
Purchases	557.88	175,721.25	175,163.37
Redemptions	0.00		
		Total	\$175,163.37
Closing Balance	\$175,721.25		
Dividends	557.88		



For the Month Ending **March 31, 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					
03/31/23	04/03/23	Accrual Income Div Reinvestment - Distributions	1.00	557.88	175,163.37
Closing Balance					
					175,721.25

	Month of March	Fiscal YTD July-March	Closing Balance
Opening Balance	175,163.37	271,815.77	175,721.25
Purchases	557.88	3,905.53	175,181.37
Redemptions	0.00	(100,000.05)	3.75%

Closing Balance	175,721.25	175,721.25
Dividends	557.88	3,905.53



Account Statement - Transaction Summary

For the Month Ending March 31, 2023

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

Oregon LGIP		Asset Summary	
Opening Balance	451,505.82	March 31, 2023	February 28, 2023
Purchases	10,862.68	462,368.50	451,505.82
Redemptions	0.00		
		\$462,368.50	\$451,505.82

Closing Balance	\$462,368.50
Dividends	1,454.45



Account Statement

For the Month Ending March 31, 2023

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					
03/15/23	03/15/23	Lane County - Tax Seg Feb 1-28, 2023	1.00	9,408.23	451,505.82
03/31/23	04/03/23	Accrual Income Div Reinvestment - Distributions	1.00	1,454.45	460,914.05
Closing Balance					462,368.50

Opening Balance	451,505.82	Closing Balance	462,368.50
Purchases	10,862.68	Average Monthly Balance	456,712.09
Redemptions	0.00	Monthly Distribution Yield	3.75%

Closing Balance	462,368.50	Fiscal YTD July-March	462,368.50
Dividends	1,454.45		5,649.67



Account Statement - Transaction Summary

For the Month Ending March 31, 2023

COBURG CITY OF - COBURG CITY OF / GENERAL - 5969

Oregon LGIP		Asset Summary	
Opening Balance	2,290,092.02	March 31, 2023	February 28, 2023
Purchases	34,872.42	1,924,964.34	2,290,092.02
Redemptions	(400,000.10)		
		\$1,924,964.34	\$2,290,092.02
Closing Balance	\$1,924,964.34		
Dividends	6,268.74		



Account Statement

For the Month Ending **March 31, 2023**

COBURG CITY OF - COBURG CITY OF / GENERAL - 5969

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					2,290,092.02
03/01/23	03/01/23	LGIP Fees - Received ACH (1 @ \$0.10 - From 5969) - February 2023	1.00	(0.10)	2,290,091.92
03/06/23	03/06/23	Redemption - ACH Redemption	1.00	(400,000.00)	1,890,091.92
03/15/23	03/15/23	Lane County - Tax Seg Feb 1-28, 2023	1.00	19,552.44	1,909,644.36
03/22/23	03/22/23	ODOT - ODOT PYMNT	1.00	9,051.24	1,918,695.60
03/31/23	04/03/23	Accrual Income Div Reinvestment - Distributions	1.00	6,268.74	1,924,964.34
Closing Balance					1,924,964.34

Opening Balance	2,290,092.02	Fiscal YTD July-March	1,604,497.51	Closing Balance	1,924,964.34
Purchases	34,872.42		2,235,467.98	Average Monthly Balance	1,968,452.33
Redemptions	(400,000.10)		(1,915,001.15)	Monthly Distribution Yield	3.75%

Closing Balance	1,924,964.34	1,924,964.34
Dividends	6,268.74	31,640.78

COBURG CITY COUNCIL



TOPIC: COBURG POLICE DEPARTMENT – QUARTERLY REPORT

Quarter ending: March 31st, 2023

Meeting Date: May 9th, 2023

Staff Contact: Larry Larson

Contact: 541-682-7855, Larry.Larson@ci.coburg.or.us

POLICE STATS FOR QUARTER ENDED MARCH 31, 2023

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

1. Traffic/person stops

Traffic stops, person stops, truck inspections,

2. Patrol/business checks

3. Person Crimes/calls for service

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

4. Property crimes/calls for service

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

5. Society crimes/calls for service

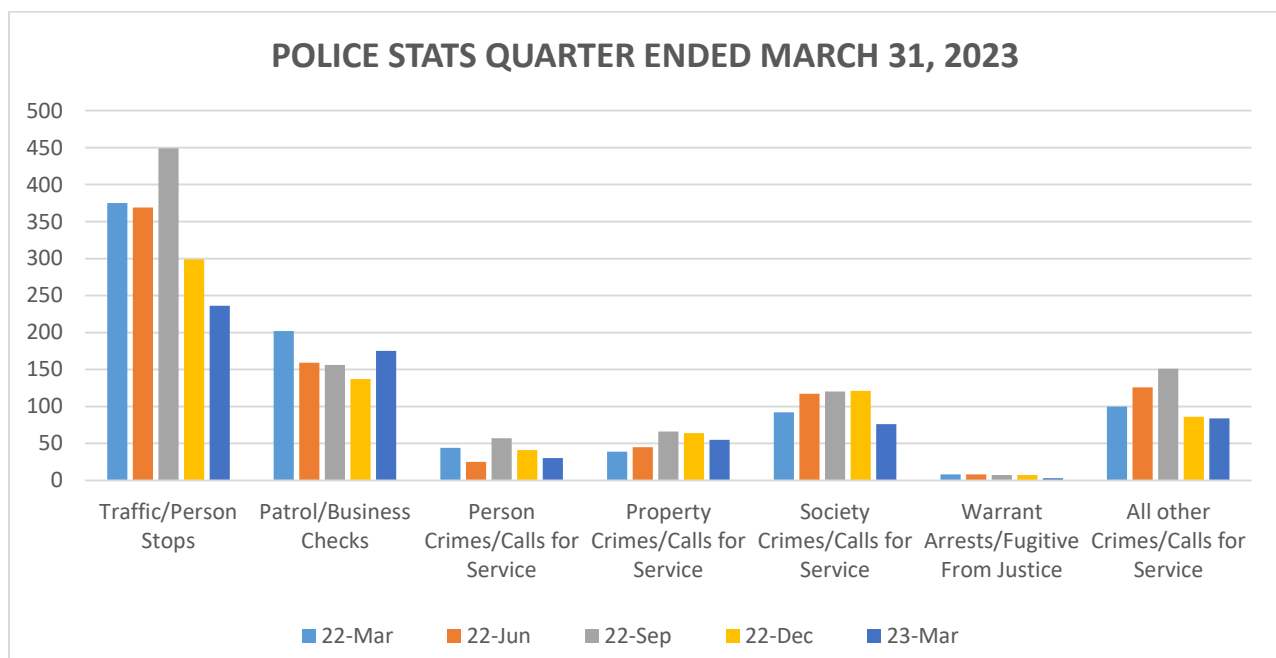
DUII, reckless driving, unlawful possession of a controlled substance, disorderly conduct, illegal camping, assist public, all dog and animal issues, suspicious vehicle, speeding vehicle, suspicious conditions, abandoned vehicle, traffic hazard, ATL drunk driver, disabled vehicle, city ordinance violations,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

6. Warrant arrests/fugitive from Justice

7. All other crimes/calls for service

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

1. Traffic/Person stops	236
2. Patrol/ business checks	175
3. Person Crimes/calls for service	30
4. Property crimes/calls for service	55
5. Society crimes/calls for service	76
6. Warrant arrest/fugitive from justice	3
7. All other crimes/calls for service	84



Below is a list of and type of calls for service for Coburg Police Department January 1, 2023 – March 31, 2023

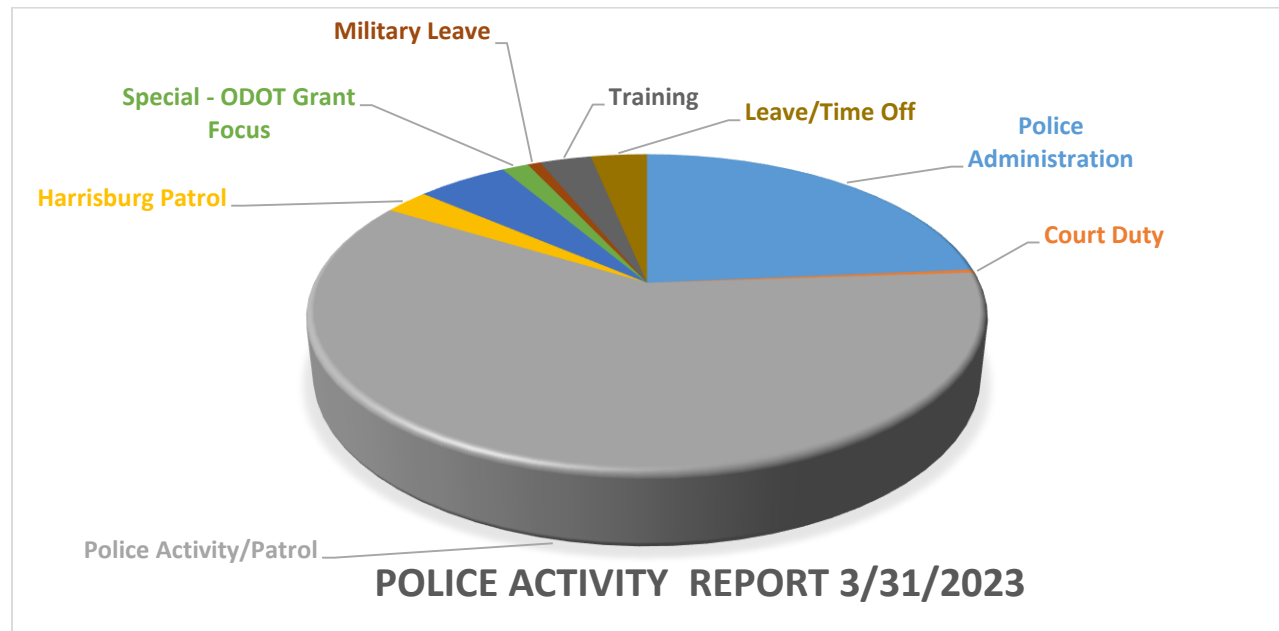
Traffic stop	Death Investigation	Harassment
Unlawful Entry into vehicle	Lost Property	Follow up investigation
Patrol check	Citizen Contact	Loud Noise
Illegal Parking	Animal Complaint	Criminal Trespass
Welfare check	Theft	Suspicious Conditions
Prisoner Transport	Vehicle Tow	Prisoner Transport
Disabled Vehicle	Welfare check	Warrant Arrest
Training	Stop Sign down Vehicle Tow	
Locate Subject	Open Door	Locate Subject

Disorderly Subject
VIN inspection
Assist Fire Department
Alarm
Business Check DUII
Police Officer Hold (Mental Hold)
Criminal Mischief
Illegal Camping
Sex Abuse

Suspicious Conditions
Assist OSP
Dispute
Subject down
Business Check
Attempt to locate drunk driver
Vehicle Impound
Motor Vehicle Accident
Assist Public

Truck Inspection
Incomplete 911 Call
Dog at Large
Sodomy
Court
VIN Inspection
Civil Standby

ACTIVITY	31-Mar-23
Police Administration	1278.5
Court Duty	22
Police Activity/Patrol	2377
Harrisburg Patrol	105
Oakridge Patrol	0
Special - ODOT Grant Focus	7
US Marshall Task Force	0
Military Leave	7.5
Training	109
Leave/Time Off	337
Total	4243



COBURG CITY COUNCIL MONTHLY REPORTS



TOPIC: City Administration Report

Meeting Date: May 9, 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 April, general administration, and upcoming work to be done. The City Administrator and Department Directors compiled the information in this report.

City Administrator Recruitment

Interviews were held on April 26, 2023 before two panels made up of City Council, staff and citizens. There were two final candidates interviewed. The interview panelists met and made a recommendation for consideration. Because a quorum of the Council was not available to meet and discuss, the Mayor conducted a telephone poll of the Councilors for consideration of the next phase of the recruitment process. The next step is background and reference checks. It is anticipated that the Mayor will move forward with contract negotiations and could present an employment contract for the June 11, 2023 City Council meeting.

Water Project

- LOI was filed with Business Oregon – Still waiting for a response
- A grant prepared for the grant through the Oregon Water Resource was not filed due to the City's Water Conservation Plan being outdated and a recommendation was to update it prior to applying. The grant is still being completed, and after the plan is updated, the grant will be submitted. It is anticipated that it will still be within the timeline of the water project.
- Coleman Street Waterline project is in process.
- Well drill went out for bid and has been awarded. The contract is in the red folder.
- East-side water line to Premier RV is still under discussion. A staff report on the request of Premier RV is under a different tab and will be presented at the City Council meeting.

Street Projects

- **Macy/Harrison/North Willamette** – Design is in process
- **Transportation Plan Update** – The City submitted a request to apply for grant funding to fund the update of the Transportation Plan.
- **Coburg Industrial North** – The preservation work on this street has been funded through the MPO. City of Eugene is the certified agency on this project.
- **Collector Streets** – The preservation of the collector streets has been funded through the MPO. The City was able to swap funds with Lane County on this federally funded

project in order to manage the project ourselves and not have to have a certified agency. It is anticipated that design for this project will begin after July 1, 2023 and construction will take place sometime in the late summer/fall of 2024. Until design is completed, we will not know if the funds awarded will cover the project. The City should anticipate covering additional costs of the project through TUF funds, and/or additional street funding loans.

Park Projects

- **Pavilion Park Planning** – Next steps is to meet with the designer to apply all of the feedback from the public and Park|Tree Committee.
- **Coburg Loop Path** – The City received funding for the fourth phase of the Coburg Loop Path. Unfortunately, between the time the funding was awarded by the Metropolitan Planning Committee and a 60% engineering plan, the cost of the project had increased. Therefore, the City went out for additional funds as proposed by the Certified Agency which is the City of Eugene. Again, between when being awarded and now, the cost of the project has again risen above the engineer's projection. As the City is held responsible for all costs over and above a 10.27% match, and costs exceeding the awarded funds, the City simply can't afford the additional costs of the project. We are working with ODOT, City of Eugene, and MPO staff to come up with an alternative plan that the funding could cover without a huge cost to the City.

Budget – Binders available to the Council and Budget committee on May 9, 2023.

Upcoming Meetings

May 9 Heritage Committee
 May 16 Budget Committee
 May 17 Planning Commission
 May 18 Park Tree Work Session & Meeting
 May 29 City Hall Closed – Memorial Day

DEPARTMENTS AND OPERATIONS

City Recorder

- April 11th to May 9th managed seven Public Meetings. Each meeting is noticed, created, require electronic and paper files for retention. I review, edit and process draft minutes for approval then record and post approved signed minutes.
- City Administration recruitment retention files and prepared interview packets
- Budget meeting with City Administrator to discuss needs for 2023-24 budget. Prepared documents for 2023-24 budget binders.
- Request for Bid for Second Wellfield capital project, posted on website and created the electronic and paper retention files.
- Published Budget Meetings Legal Notices.

- Completed 2 lien searches.
- Statement of Economic Interests (SEI) are COMPLETE! The City has 16 people who are required to complete the SEI. I confirmed with Oregon Government Ethics Commission and all were submitted by the deadline date 4/15.
- Budget Committee Recruitment is open. The two members who terms expire have been notified and encouraged to re-apply. Application will be accepted through May 20, 2022. Budget Committee will review applications and interview at May 31, 2022. Council will consider Budget Committee recommendation at the June 14, 2022 meeting.
- Assisted in drafting Ordinance A-171-C and A-246-A
- Draft water and sewer resolution
- Process two OLCC Special Event Winery applications. Annual OLCC renewals are beginning processed.
- Contracts (collect signatures, log, record, and return executed copies to all department).
 - Northcore USA, LLC – Waterline replacement
 - Stallings Lane Property Lease agreement
 - IOOF 5 Year lease agreement
 - Public Improvements agreement Bruce Wiechert Custom Homes

Administration Front Office

- Our Facebook page has been doing well and we have largely increased the number of people who are seeing our posts. We went from posting only 5-10 times a month, to about 35 times in March, and 25 times so far in April. In the last year (Jan 2022-Feb 2023), we were averaging a reach of about 2,600 people per month. In March we increased that to a reach of about 16,800 people. And so far in April we have reached almost 11,300 people. Since we began posting consistently starting March 1, we have gained almost 30 new followers and had so much more engagement with our posts. Some new things we started posting in the last month were Mayor/Councilor bios, many updates on the utility bill changes, some live photos, and weekly posts for Child Abuse Awareness Month.
- Promote Child Abuse Awareness throughout the month of April to support the Council Proclamation.
- Administrative
 - 5 Citizen Inquiries
 - 1 Facility Right of Way permits
 - 1 Park rental applications
 - 2 IOOF rental
 - 2 Special Mailing

Utility Billing

- **April utility Billing covers 3/10/2023 to 4/10/2023**
 - Billed Water \$56,000 | Sewer \$71,000 | Transportation Utility Fee \$12,300
 - Cash Receipts or Payments Received \$138,500
 - Past dues charged 91
 - 12 Utility Billing related work orders
 - 11 Door Hangers
- Public outreach on potential Utility Rates included insert in Utility Bills, social medial posts, mailing.
- Met with Springbrook to view a demo that will improve the access our citizens have to their utility billing accounts with more options to better serve them.
- Signed up for a Springbrook Conference for October. This will help us keep up to date in our processes and procedures.

Finance

- See Finance Quarterly Report under separate tab.

Planning – Prepared by Megan Winner

- Approved two mobile food vending trucks at Truck N Travel;
- Approved minor modification to SR 04-22, replacing the barn structure with a greenhouse structure at 91070 Willamette St. The plans are under building review;
- SUB 02-20: Construction continues. Permits for six new single family dwelling issued in April and three in review;
- SUB 01-22: Public improvements plan for phase two of the Coburg Creek Subdivision is under second review by Public Works and Engineering, application for final plat approval has been submitted by the applicant and is under review;
- 21 Structural/Plumbing/Mechanical/Electrical permits issued in April;
- Participating in Coburg Community Charter School 8th grade mentorship program;
- Attended regional transportation meetings including Transportation Planning Committee, Safe Lane Transportation Coalition, Transportation Options Advisory Committee and Technical Advisory Sub-Committee (of MPC);
- Planning Commission unanimously recommended to City Council the appointment of Jerry Behney to Planning Commission;
- Safe Lane Transportation Coalition is putting on an Oregon Friendly Driver course at the IOOF on May 18th from 6-7:30pm as part of the Slow Down in Coburg! campaign;
- Scheduled follow-up meeting on the pre-application to Transportation and Growth Management (TGM) grant program;
- Registered for Oregon Heritage Summit;

Main Streets and Economic Development – Prepared by Tracey Pugh

- Finished May/June Our Town newsletter
- Coordinated monthly Main Street Board Meeting
- Working with art committee on new art projects for downtown
- Working on Bike Safety Event with Charter School for June
- Updating Coburg map/directory with new businesses
- Attended Oregon Main Street Networking Meeting in West Linn
- Working on Emergency Preparedness Block Party for September
- Coordinating and hosting first Business After Hours Mixer
- Meeting with different community partners about summer community events
- Finalizing sponsorship packets for Main Street events

Public Works – Prepared by Brian Harmon

- **Streets and ROW.**
 - **Street**
 - **ROW**
 - Crews started mowing the right of ways
 - **Maintenance**
 - Striping was done on McKenzie for the area around the Pavilion Park
 - Three trees were planted on Willamette St

Water Utility

- **Repairs**
 - **Leak Investigations**
 - We were able to help two residents with finding leaks.
 - **Projects**
 - New 8" water main on Coleman St is done.
 - N. Willamette St, E. Macy, & N Harrison Waterline
Preplacement Project Pre Construction Meeting was held.
 - **Premier RV waterline**
 - Staff is still developing a plan to get water to the RV Park.
- **Distribution System**
 - **New Service Installs**
 - 8
- **Sewer Utility**
 - **Collections**
 - **New Service Install**
 - 1
 - **Inspections**

- 11
 - **Callouts**
 - 7
 - **Tank Pumping**
 - 5
- **Plant Repairs & Major Maintenance**
 - We worked on getting a mixer communication issue fixed
 - Fixed an air control issue in the chlorine room.
 - Mixed Liquor Flow meter stopped working, is now back to operational.
- **Parks Dept.**
 - Arbor Day
 - Public Works worked in conjunction with Coburg Pizza for Arbor Day on 4-27-23, 5 trees were planted 3 on Willamette St and 2 at Norma Pfeiffer. Coburg Charter School's 5th grade class did most of the work!
 - **Parks and Tree Committee**
 - Working on a Plaza Concept with landscaping design engineers at Pavilion Park Project.
 - Work Party worked at Johnny Diamond Park
 - Working on developing a plan for the Veterans Memorial Flag Pole area
- **Misc.**
 - **Locates** 54
 - **Work Orders** 97
- Public works was able to pick up a used service truck at State Surplus for a great bargain. We purchased a 2011 Power Stroke Ford F-250 for \$9,700 and is valued at around \$20,000.
- Public Works also put a hold payment on a 2022 Street Sweeper.
- Burke Hansen and Ty Wilson both passed Certification exams. Burke passed his Wastewater Treatment III and Ty Wilson passed his Wastewater Collections I.

Municipal Court – Prepared by Mandy Balcom

- **April 2023 Activity Measures:**
 - **Citations (Crimes and Violations)**
 - New Citations for April 4, 2023 Court Date: 16
 - **April 2023 Receipts Including Collections,**
 - **Total Fines:** \$9,248.22 (total monies taken in for the month, nothing deducted), *compared to \$ 16,825.42 in April of 2022*
 - **Net Fines:** \$5,106.00 (City share only, NOT including collections), *compared to \$10,356.00 in April of 2022*
 - **April 2023 Professional Credit Service Collections:**

- **Total Collection Revenue:** \$ 4,142.22
compared to \$6,469.42 in April of 2022
- **Turned over to collection:** \$ 5,730.00
compared to \$ 0 in April 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 Date: May 2, 2023**
- **Jury Trial May 3, 2023**
- **Court Administrator attended the OACA Court Conference April 22-25, 2023**

Police Department – Prepared by Chief Larry Larson

- Officer investigated a burglary and theft at the Shell Gas Station; officer is writing a warrant.
- Officer investigated a theft and damage to a vehicle.
- Officer investigated a theft and dispute; determined a crime was not committed.
- Officer investigated a vehicle vs pedestrian crash; the driver was cited.
- Officer assisted an OSP Trooper with arresting a non-cooperative DUII driver.
- Officer arrested a female for a felony domestic assault.
- Officer investigated a male for initiating a false report and misuse of 911.
- Officer investigated a burglary.
- Officer investigated a hit and run.
- Officer found and helped arrest robbery suspects on a traffic stop.
- Officers generated several DHS referrals stemming from domestic investigations.
- Officer investigated a DHS referral for neglect and determined it was unfounded.
- Officer conducted a welfare check on a suicidal minor.
- Officer towed an abandoned vehicle on E Pearl Street.
- Officer investigated a verbal dispute at the TA and determined a crime was not committed.
- Officers investigated a non-injury vehicle crash.
- Officer assisted a houseless individual.
- Officers responded to a suicide attempt at Serenity Lane and assisted medics with the transport.
- Officers attended a search warrant writing training.
- Officers attended a “Best Practices” for evidence and property room management training.

- The Department attended firearms training.
- Officers attended critical incident shield response training.
- The Department participated in DEA Drug Take Back Day.
- The Department participated in Community Shred Day.
- Officers escorted veterans to the county line for Willamette Valley Honor Flight.
- Officers conducted safety vacation residence patrol checks as requested by community.

Upcoming Events:

We have two Reserve Police applicants in backgrounds.

ATTACHED

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

- April 18, 2023 Park Tree Committee
- April 19, 2023 Planning Commission



MINUTES

Coburg Parks | Tree Committee
City Hall, 91136 N. Willamette
April 18th, 2023 – 6:00 p.m.

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

COMMITTEE MEMBERS ABSENT: Joe Morneau

STAFF: Public Works Director Brian Harmon

1. Call to Order

Chair Mosier opened the Parks | Tree Committee meeting at 6:10 p.m.

2. Roll Call

There was a quorum.

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

Ms. Marshall noted that "camas" and "Mr. Morneau" were misspelled. Chair Mosier requested that "Armitage Park" be changed to "a nursery."

MOTION: Ms. Marshall moved to approve the March 21st minutes as amended, seconded by Ms. Coury. The motion passed -- 5:0:0.

4. City Updates/City Administrator Report

There were no questions.

5. Committee Business

- Arbor Day - April 27th

Mr. Harmon provided an update. The date was set for April 27th. The fifth grade students would be assisting. Coburg Pizza would provide lunch and t-shirts. Trees would be planted at Norma Pfeiffer Park and in the tree wells on Main Street. Crimson King Norway maples and flowering pear had been ordered.

- Work Party

Ms. Marshall presented. Ms. Mosier, Ms. Meston, Ms. Marshall and Mr. Beatty had weeded and trimmed at Johnny Diamond Park.

A meeting was scheduled for cleanup at Johnny Diamond Park on May 15th. Ms. Marshall requested that Public Works trim outside the fence.

- Johnny Diamond Grass

Mr. Harmon introduced the issue of patchy lawn at Johnny Diamond Park. He discussed the possibility of purchasing sod and noted that it would require removing six inches of material.

- Flagpole Update

Mr. Beatty noted that the design plan was to be rotated by 180 degrees. Mr. Beatty and Mr. Harmon were collaborating on the project.

- Park Signage at Trail's End

Mr. Harmon stated that the new signage would remove the last two lines of text, to be replaced with a request to properly dispose of dog waste. Three signs were to be purchased at \$75 each.

Mr. Harmon introduced the topic of the unhoused, sharing that a proposal to allow camping at Trail's End would be discussed at the City Council's next work session. Park & Tree Committee members were encouraged to attend.

- Work Session

A work session was scheduled for May 11th.

6. Adjournment

Chair Mosier adjourned the meeting at 7:00 p.m.

FUTURE MEETINGS

May 11th Park & Tree Work Session

May 15th Work Party - 9:00 a.m., Johnny Diamond

May 18th Park & Tree Meeting - 6:00 p.m.

(Minutes recorded by Angela Kern, LCOG)

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

ATTEST:

Sammy L. Egbert, City Recorder

Mary Mosier, Chair

DRAFT



MINUTES

Coburg Planning Commission Regular Meeting

April 19th, 2023 at 6:00 p.m.

Coburg City Hall

91136 N. Willamette St.

Hybrid Meeting in person or via ZOOM

COMMISSIONERS PRESENT: Chair Jim Bell, John Marshall, William Wood and Seth Clark

COMMISSIONERS ABSENT: Jon Derby, Marissa Doyle

STAFF PRESENT: Megan Winner

GUEST PRESENT: Jerry Behney

CALL MEETING TO ORDER

Chair Bell called the Planning Commission Meeting to order at 6:04 p.m.

ROLL CALL

Ms. Winner called roll. A quorum was present.

AGENDA REVIEW

There were no changes.

APPROVAL OF MINUTES - February 15, 2023

1. February 15, 2023 Planning Commission Minutes

MOTION: Commissioner Clark moved to approve the February 15, 2023 Planning Commission Meeting minutes as presented, seconded by Commissioner Wood. The motion passed unanimously, 4:0.

PUBLIC TESTIMONY

None

COMMISSION BUSINESS**2. Planning Commission Vacancy | Consider Recommending Appointment**

Applicant Jerry Behney answered questions posed by the Commission.

MOTION: Commissioner Wood moved to recommend to the City Council that Jerry Behney be appointed to the Planning Commission to fill vacancy that term expires October 2023, seconded by Commissioner Clark. The motion passed unanimously, 4:0.

UPDATES & FUTURE AGENDA ITEMS**3. City Administration Update**

Ms. Winner noted that two food trucks had been approved for the food court and that there had been progress on the Weichert development. There were no questions.

ADJOURNMENT

Chair Bell adjourned the meeting at 6:11 p.m.

(Minutes recorded by Angela Kern, LCOG)

APPROVED by The Planning Commission of the City of Coburg on this _____ day of _____, 2023.

Jim Bell, Commission Chair

ATTEST: _____
Sammy L. Egbert, City Recorder