



AGENDA

CITY COUNCIL

91136 N Willamette Street

541-682-7852 | coburgoregon.org

Tuesday, April 08, 2025 at 6:00 PM

The public may attend this meeting at City Hall or via Zoom. To participate via Zoom, you must pre-register with the city by 3 PM the day of the meeting. Council meetings are recorded and live-streamed at www.coburgoregon.org (NO registration required). For questions, contact the City Recorder, Sammy Egbert, at sammy.egbert@ci.coburg.or.us or 541-682-7852.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR COMMENTS

AGENDA REVIEW

PUBLIC COMMENT (Sign up prior to meeting. Limit 3 minutes.)

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

- [1.](#) Minutes March 11, 2025, City Council
- [2.](#) Minutes March 25, 2025, City Council Work Session
- [3.](#) Park Tree Committee Annual Appointments

SPECIAL GUEST

4. Sergeant Dan Miller

ORDINANCES AND RESOLUTIONS

- [5.](#) **Second Reading**
ORDINANCE A-234-A AN ORDINANCE GRANTING TO HUNTER COMMUNICATIONS INC. A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN A FIBER-BASED SERVICE FACILITY; TO OCCUPY CITY RIGHTS-OF-WAY; AND TO PROVIDE FIBER-BASED SERVICES IN THE CITY OF COBURG, OREGON, AND REPEALING A-234
- [6.](#) **RESOLUTION 2025-03** A RESOLUTION ADOPTING THE COUNCIL RULES OF GOVERNANCE
- [7.](#) **RESOLUTION 2025-06** A RESOLUTION AUTHORIZING THE CITY TO SEEK STATE TRANSPORTATION FUNDS THROUGH THE 2025 SMALL CITY ALLOTMENT GRANT PROGRAM

CONTRACTS

COUNCIL ACTION ITEMS

ADMINISTRATIVE REPORTS

- [8.](#) General Fund Revenue Enhancement Community Outreach
9. Police Department Quarterly Report

- [10.](#) Long-Range Planning Update
- 11. Administrative Monthly Report
- [12.](#) Finance Report

LIAISON UPDATES AND COUNCIL COMMENTS**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.eqbert@ci.coburg.or.us.



MINUTES

Coburg City Council Meeting

March 11, 2025 at 6:00 PM

Coburg City Hall

91136 N Willamette Street

MEMBERS PRESENT: Nancy Bell, Cathy Engebretson, Claire Smith, Alan Wells, John Lehmann, Jaymason Bouwman, Donnie Myers

MEMBERS ABSENT: none

STAFF PRESENT: Adam Hanks, City Administrator; Sammy Egbert, City Recorder; Larry Larson, Coburg Police Chief; Greg Peck, Finance Director

GUESTS PRESENT: Andy Vobora, Travel Lane County;

RECORDED BY: Madison Balcom, Administrative Assistant

CALL TO ORDER

Mayor Bell called the City Council meeting to order at 6:03pm.

PLEDGE OF ALLEGIANCE

Mayor Bell led the Pledge of Allegiance.

ROLL CALL

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

MAYOR COMMENTS

1. Child Abuse Awareness Proclamation
2. Arbor Day Proclamation

Mayor Bell read both proclamations, and proclaimed April as Child Abuse Awareness Month, and April 25th, 2025 as Arbor Day in the City of Coburg.

AGENDA REVIEW

Ms. Egbert noted that item 7, Resolution 2025-03 is no longer being presented at this meeting. Items 11 and 13, the Police Department Quarterly Report and Administrative Monthly Report could be found

in their red folders and added to the packet at pages 59 and 60. Lastly, item 12, the Finance Quarterly Report will no longer be presented at this meeting.

PUBLIC COMMENT

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

CONSENT AGENDA

There were no requests to remove an item from the consent agenda.

- 3. Minutes from February 11, 2025 City Council Meeting**
- 4. Minutes from February 22, 2025 City Council Annual Retreat**

MOTION: Councilor Bouwman, seconded by Councilor Wells moved to approve the Consent Agenda as presented.

The motion passed unanimously — 6:0.

SPECIAL GUESTS

5. Travel Lane County – Andy Vobora

Andy Vobora and Samara Phelps, from Travel Lane County, gave a presentation about Travel Lane County and on their accomplishments in fiscal year 2024.

ORDINANCES, RESOLUTIONS AND CONTRACTS

6. Public Hearing | First Reading

ORDINANCE A-234-A AN ORDINANCE GRANTING TO HUNTER COMMUNICATION INC., A NON EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN A FIBER-BASED SERVICE FACILITY; TO OCCUPY CITY RIGHT-OF-WAY; AND TO PROVIDE FIBER-BASED SERVICES IN THE CITY OF COBURG, OREGON AND REPEALING A-234

Mayor Bell opened the public hearing at 6:30pm, and held the first reading of Ordinance A-234-A.

Mr. Hanks gave an overview of the Ordinance and Franchise Agreement. This agreement was due to be renewed and updated for a new 5-year term. The provided staff report shows the edited and amended items from the original agreement.

Mayor Bell closed the public hearing and first reading at 6:34pm.

MOTION: Councilor Myers, seconded by Councilor Bouwman, moved to approve the first reading of Ordinance A-234-A An Ordinance granting to hunter communication inc., a non exclusive franchise and right to construct, operate, and maintain a fiber-based service facility; to occupy city right-of-way; and to provide fiber-based services in the City of Coburg, Oregon and move the Ordinance to a second reading for final approval.

The motion passed unanimously — 6:0.

7. RESOLUTION 2025-05 A RESOLUTION ADOPTING THE FISCAL YEAR 2025-26 CITY COUNCIL FRAMEWORK

Mr. Hanks went over the document, which functions as the Council goals and objectives workplan. There were no further questions or discussion.

MOTION: Councilor Bouwman, seconded by Councilor Engebretson, moved to approve RESOLUTION 2025-05 A resolution adopting the fiscal year 2025-26 City Council Framework.

The motion passed unanimously — 6:0.

COUNCIL ACTION ITEMS

8. Budget Officer Appointment

Ms. Egbert explained the law to appoint a budget officer annually. Egbert noted the roles of the budget officer, the resolution process, and the current roles of the City Administrator as stated in the charter.

MOTION: Councilor Smith, seconded by Councilor Bouwman, moved to appoint City Administrator, Adam Hanks, as the 2025-26 Budget Officer.

The motion passed unanimously — 6:0.

ADMINISTRATIVE INFORMATION REPORTS

9. University of Oregon Community Survey Project

Ms. Bell introduced the University of Oregon students. They presented the project and survey findings. They answered some of council's questions, and Mr. Hanks mentioned the results that stood out the most to him.

10. Police Department Quarterly Report

Larry Larson, Coburg Police Chief, went through the provided report, and the department's statistics from the 3rd quarter of 2024. They are working with dispatch to get statistics back for 4th quarter and forward.

Mr. Lehmann asked about having a statistic showing the presence of officers, in hours per month, and days without any coverage. Mr. Larson gave a short summary on the coverage and hours, which vary depending on city needs at any given time.

11. Administrative Monthly Report

Mr. Hanks went through the items on the administrative report, including the time spent by council at the retreat, a federal funding update, the S&P Global rating, the work session schedule, the Psilocybin Prohibition Ordinance expiration, current projects, and department activity.

Hanks led Council through a quick look at the summary and recommendations from the recent Revenue Subcommittee meetings, regarding revenue needs and options for the general fund.

COUNCIL COMMENTS AND LIAISON UPDATES**12. Councilor Liaison Appointments**

Mayor Bell announced the liaison assignment changes, including Councilor Myers to the Finance Audit Committee and Councilor Wells to the Heritage Committee. All other assignments remain the same.

Mayor Bell also mentioned the upcoming meetings.

ADJOURNMENT

Mayor Bell adjourned the meeting at 8:16 pm.

APPROVED by the City Council of the City of Coburg on this 11 day of March, 2025.

Nancy Bell, Mayor of Coburg

ATTEST:

Sammy L. Egbert, City Recorder



MINUTES
City Council Work Session
 March 25, 2025 at 6:00 PM
 Coburg City Hall
 91136 N Willamette Street

MEMBERS PRESENT: Nancy Bell; Mayor, Cathy Engebretson, Claire Smith, John Lehmann, Jaymason Bouwman, Donnie Myers

MEMBERS ABSENT: Alan Wells

STAFF PRESENT: Adam Hanks; City Administrator, Sammy Egbert; City Recorder, Brian Harmon; Public Works Director

RECORDED BY: Madison Balcom, Administrative Assistant

CALL TO ORDER

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

ROLL CALL

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

WORK SESSION INFORMATION

1. Collector Street Project – N Coleman | Mill Streets

Mr. Hanks and Mr. Harmon presented the project and powerpoint to Council, including location, street classifications, crosswalk beacon, projected costs, stormdrain system requirements, sidewalks, project schedule, and more. Council had some questions throughout the presentation, which Hanks answered.

2. Community Survey

Mr. Hanks briefly went over the provided survey results, and summaries from the University of Oregon undergrad team.

3. Fireworks in City Limits

Mr. Hanks asked council if there was any interest from them to do any fireworks regulations for the upcoming summer and fire season. Council decided to hold off on any regulations at this point, due to having no issues in the past, but they will continue to consider it yearly.

ADJOURNMENT

Mayor Bell adjourned the meeting at 7:11 pm.

APPROVED by the City Council of the City of Coburg on this ____ day of _____, 2025.

Nancy Bell, Mayor of Coburg

ATTEST: _____
Sammy L. Egbert, City Recorder

DRAFT



Park Tree Citizen Advisory Committee Annual Appointments

Meeting Date	Staff Contact	Email
April 8, 2025	Sammy Egbert, City Recorder	sammy.egbert@coburgoregon.gov

SUMMARY AND REQUESTED COUNCIL ACTION

Consider re-appointment of the Park | Tree Advisory Committee Members.

Suggested Motion

If approved under the consent agenda, the Council recommends Mayor Bell re-appoint the members as listed below to serve through December 31, 2025

If the Council chooses to pull the item from the consent agenda

"I move to recommend Mayor Bell appoint Tom Beatty, Karen Coury, Coleen Marshall, Lonna Meston, Joe Morneau, Mary Mosier, and Michelle Shattuck to the Park | Tree Citizen Advisory Committee for the calendar year ending December 31, 2025.

BACKGROUND

The Park | Tree Advisory Committee Bylaws state that all terms expire on December 31st. Existing members who wish to continue serving will be automatically included in the appointments for the upcoming year.

The Committee may have a maximum of seven (7) voting committee members who meet the requirements and wish to be reappointed. Members are:

- Tom Beatty
- Karen Coury
- Coleen Marshall
- Lonna Meston
- Joe Morneau
- Mary Mosier
- Michelle Shattuck

RECOMMENDATION

Staff recommends the reappointment of all committee members.

BUDGET / FINANCIAL IMPACT

This committee meets monthly, is staffed by the City Administrator, and must follow Oregon Public meeting law. As with all public meetings, “soft costs” are incurred for staff time for meeting preparation agenda/packets, notice requirements, and minutes.

ATTACHMENTS

1. Park | Tree Committee Citizen Advisory Committee Bylaws



PARKS/TREE CITIZEN ADVISORY COMMITTEE BYLAWS

ARTICLE I – NAME AND/OR AUTHORITY

The Name of this organization shall be the Parks/Tree Citizen Advisory Committee for the City of Coburg Oregon; hereinafter referred to as Committee.

ARTICLE II – PURPOSE

Utilize the Parks and Open Space Master Plan as a guide to accomplish the goals as set forth within the Plan as adopted by City Council.

Participate in promoting donations for future park improvements.

The Committee will advise City Council on matters pertaining to Parks, Trails, Street Trees and related facilities.

ARTICLE III – DUTIES AND RESPONSIBILITIES

The Committee shall have the ability, as vested by the City Council, and be required to: Recommend to the City Council, after public input, the adoption, amendment or repeal of ordinances, resolutions, or requirements pertaining to the preservation, enhancement and advancement of the viability and attractiveness of the Parks, Street Trees, and related facilities.

Make recommendations to the City Council concerning City policies and decisions relating to Street Trees

Participate in studies in the area of Parks

Act in an advisory capacity to the City Council in matters pertaining to public recreation, including playgrounds

Review and make recommendations to the City Council pertaining to the annual budget of the Parks Fund

Make recommendations to City Council for revisions to the Parks and Open Space Master Plan. Review and make long-range recommendations concerning the planning of a program for parks and recreation. Promote and stimulate public interest and involvement.

Perform other duties as may from time to time be prescribed by City Council.

ARTICLE IV – MEMBERSHIP

Section 1. Membership

The Committee shall consist of a maximum of seven (7) voting Committee Members, hereinafter referred to as Members. And one non-voting staff representative, referred to as Staff, appointed by the City Administrator.

Section 2. Qualifications

The voting Members must reside within the Coburg Fire District with a majority residing within Coburg City limits.

Section 3. Application for Membership

Prospective Members shall file an application with the City Recorder. If the applicant is a minor the application must be co-signed by a parent or guardian.

Section 4. Method of Appointment

All voting Members shall be appointed by City Council. An applicant must have the approval of the Committee prior to appointment by City Council. All existing members wishing to continue to serve will automatically be included in the appointments for the upcoming calendar year.

Section 5. Good Standing and Reporting of Absences

It is the responsibility of Staff to bring serious attendance issues to the attention of City Council.

Section 6. Termination

If a Member accrues three (3) or more consecutive absences with a total lack of participation and/or communication, the Committee may recommend, to the City Council, to remove the Member from the Committee.

The City Council reserves the right to terminate a Member for any reason at any time.

All terms expire on December 31

Section 7. Ex-Officio Membership “Optional”

The Committee may find that, because of the complexity of its work, it is desirable to add member(s) at-large to the Committee to serve as non-voting Ex-Officio Member to lend other opinions or expertise. The Committee shall recommend to City Council such member(s) for temporary appointment as a non-voting Ex-Officio Member.

ARTICLE V – OFFICERS AND ELECTIONS

Section 1. Officers

Officers of the Committee shall consist of a Chair and Vice Chair.

Section 2. Election of Officers

In the regular scheduled meeting in January of every year, there shall be an election from among the Members of the Committee to elect a Chair and Vice Chair.

Section 3. Term of Office

The term of office for the Chair and Vice Chair is one calendar year (January-December).

Section 4. Nominations/Voting

In the absent of a Chair or Vice Chair, a Designee will be temporarily appointed by the Committee to chair the nomination process.

The Chair or Designee will open the floor to nominations. Any Member may nominate a candidate including the Designee for the position of Chair or Vice Chair.

Once the nominations are complete, the Chair or Designee will ask for a motion to close the nominations; a second of, and vote on the motion is required.

The Chair or Designee then declares that it has been moved and seconded, that the nominations be closed, and the members proceed to the election.

The candidate who receives a majority of the votes is then declared to be legally elected to fill the office of Chair, and will immediately chair the remainder of the meeting.

The same procedure is followed for the election of Vice Chair.

Section 5. Vacancy of an Officer

Should a vacancy occur, for any reason, in the office of Chair or Vice Chair a special election shall be held to fill the vacant office from among the Members. Refer to ArticleV.

Section 6. Removal of Elected Officers

The Chair or Vice Chair may be removed by a majority vote of the Committee at a regularly scheduled meeting. In order for the Committee to entertain a motion to remove an officer an agenda item must be placed on the meeting agenda prior to a regular scheduled meeting. Any officer removed ceases to hold the office once the vote has been tallied and announced. If the Chair is removed, the Vice Chair shall become the new Chair. An item to elect a new officer will be placed on the agenda of the next scheduled meeting

Section 7. Duties of the Chair

The Chair shall preside at all regular meetings and may call special meetings. The Chair may amend the agenda and shall use all points of order and procedure during the meeting; the Chair may be overruled by a majority vote of the Committee. The Chair may not make motions, but may second motions. The Chair acts as primary contact for Staff and may represent the Committee before City Council. The Chair and Staff shall jointly set the meeting agenda. The Chair may delegate the recording of the minutes to other Members.

Section 8. Duties of the Vice Chair

The Vice Chair shall assume all duties of the Chair in the absence or disability of the Chair.

Section 9. Duties of the Acting Chair

In case of absence of both the Chair and the Vice Chair from any meeting, an acting Chair shall be elected from among the Members present, to serve only during the absence of the Chair or Vice Chair.

ARTICLE VII – STAFF SUPPORT

Section 1. Staff

Staff support and assistance is provided, but the Committee does not have supervisory authority over City Employees. While they may work closely with advisory bodies, staff members remain responsible to their immediate supervisors and ultimately to the City Administrator.

The City Administrator shall designate appropriate staff to act as Staff person(s) to assist and support the Committee. Staff shall attend all regular and special Committee meetings. Staff shall be responsible for coordination of such reports, studies, and recommendations as are necessary to assist the Committee in the conduct of its business according to City Council policy. Staff may enlist the assistance of other departments as required. Staff shall be responsible for all public notification regarding all regular and special Committee meetings and related events. From time to time and/or at the request of the Committee, the City Administrator may appoint additional Staff to assist the Committee.

Staff shall supervise volunteers and interns, shall work closely with the Chair between meetings, shall make recommendations, prepare reports and proposals to the Committee, may represent the Committee at other meetings, presentations, and other public functions as requested, and shall perform administrative tasks.

Staff shall be responsible for the maintenance of proper records and files pertaining to Committee business. Staff shall receive and record all documents or other materials presented to the Committee in support of, or in opposition to, any question before the Committee. Staff shall sign all notices prepared in connection with Committee business, shall attest to all records of actions, transmittals, and referrals as may be necessary or required by law, and shall be responsible for compliance with all Brown Act postings and noticing requirements.

Section 2. Staff Relationship to the Committee

Given limited staff resources, the Chair or individual members shall not make separate requests of Staff without approval of the Committee. The staff's supervisor shall determine whether the request will be granted. If a member has a research or report request, it shall be brought to the Committee for discussion, consideration, and recommendation prior to making the request of staff. If not approved by the Committee, the individual member shall be responsible for his/her own research or report. Staff and the Chair shall jointly set the meeting agenda.

ARTICLE VIII – MEETINGS

Section 1. Time and Location of Meetings

The Committee will meet monthly, time, date and location as posted by the City Recorder.

Section 2. Cancellation

If a majority of the membership deems it necessary or desirable, a scheduled regular meeting may be cancelled or rescheduled upon giving notice to the Staff. This determination may be made via email or phone with members.

Section 3. Special Meetings

The Chair of the Committee, Staff, or a majority of the membership of the Committee may call a special meeting.

ARTICLE IX – CONDUCT OF MEETINGS

Section 1. Compliance with City Council Policies

All regular, special, and adjourned meetings of the Committee shall be open meetings to which the public and the press shall be encouraged. Meetings will be held at City facilities which are accessible to persons with disabilities.

Section 2. General Conduct of Meetings

Points of order and conduct, including those not addressed by these Bylaws, shall be settled by the Chair, unless overruled by a majority vote of the Committee. Points of order should use Robert's Rules of Order. The Chair will consult with staff as necessary.

Section 3. How Items Are Placed on the Agenda

A request to have an item placed for consideration on a future agenda may be made by Staff, Committee Member or a member of the public. The Chair and Staff will consider if that item should be placed on an agenda

Section 4. Quorum

A quorum shall consist of four (4) voting Members, whether or not there are vacancies on the Committee.

Section 5. Absence of a Quorum

In the absence of a quorum at any meeting, no formal recommendations or actions may be taken.

Section 6. Agenda

The Chair and staff shall jointly set the meeting agenda and its format shall conform to any framework set by City Council Policy.

Section 7. Order of Business

The Chair or a majority vote of the Committee may change the order of business.
The Chair may be overruled by the majority of the membership.

ARTICLE X – PROCESSING MOTIONS (Robert's Rules of Order)

Section 1. Call for Motion

Upon conclusion of preliminary discussion, any member other than the Chair may place a motion on the floor. The motion shall contain the proposed action.

Section 2. Seconding a Motion

The Chair shall receive all motions and shall call for a second to each motion. The Chair may second a motion.

Section 3. Lack of a Second

If, after a reasonable time, no second has been made, the motion shall be declared dead for lack of a second and the Chair shall state this. This shall not be considered an action of the Committee and shall not be included in the minutes.

Section 4. Discussion/Debate

After a motion has been made and seconded, the Chair shall call for a discussion of the question. All discussion shall be limited to the motion on the floor. At the close of the discussion, the Chair shall put the matter to a vote. The Chair may, at his/her discretion, limit debate of any motion; except that each member shall have the opportunity to speak.

Section 5. Amending a Motion

A motion to amend may be made by any member to revise a motion on the floor; but it cannot be a freestanding motion on its own, nor can it substitute for a main motion. The motion to amend must be voted upon, unless the maker and the second accept it as a friendly amendment, and, if it passes, it then becomes part of the main motion.

Section 6. Withdrawing a Motion

Any motion may be withdrawn by the maker and the second and shall not be included in the meeting minutes.

Section 7. Motion to Table

A motion to table may be made to suspend consideration of an item that appears on a meeting agenda for reasons of urgency or to end an unproductive discussion. A motion to table is not in order when another Member has the floor. A motion to table requires a second, is not debatable, is not amendable, requires a majority vote for passage, and, if adopted, cannot be reconsidered at the meeting at which it is adopted. Members will refrain from using a motion to table as a means of capriciously limiting debate among Members, to suppress a minority of the Committee, or to avoid public input on an agenda item under consideration by the Committee.

Section 8. Results of Voting

The Chair shall state the results of each vote, e.g., "The motion passes by a vote of five to two."

ARTICLE XI – VOTING

Section 1. Conflict of Interest

No member shall make or participate in a governmental decision which she/he knows or has reason to know will have a reasonably foreseeable material financial effect distinguishable from its effect on the public generally. Any member who has a

disqualifying interest on a particular matter shall do all of the following:

- 1) Publicly identify the financial interest that gives rise to the conflict of interest or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required;
- 2) Recuse himself or herself from discussing and voting on the matter;

Any question regarding conflicts of interest shall be referred to the City Attorney.

Section 2. Voice Vote

All questions shall be resolved prior to the voice vote. Each member shall vote “Yea” or “Nay” and the vote shall be so entered into the minutes. A Member may state the reasons for his or her vote, which reasons shall also be entered into the minutes of the meeting. All members including the Chair shall vote on all matters, except where she/he has a conflict of interest.

ARTICLE XII – REPORTS

Section 1. Agenda Reports to Committee

All agenda items require a written or an oral report. Written reports serve as the analysis, detail, history, and justification for each agenda item. Oral and written reports shall include recommendation(s) and background. Draft reports not submitted in a timely manner shall be placed on a future agenda.

Section 2. Preparation of Committee Generated City Council Agenda Reports

All resolutions and recommendations adopted by the Committee and addressed to the City Council shall be delivered to the City Administrator, generally fourteen days before the Council Meeting. Reports to the City Council from the Committee shall be written reports consistent with content, style, and formatting of City Council agenda reports.

ARTICLE XIII – RECORD KEEPING

Section 1. Maintenance of Records

All records shall be maintained according to the State of Oregon Retention Schedule.

Section 2. Minutes

Minutes shall be reviewed, corrected as appropriate, and or amended and approved by the Committee at a subsequent meeting. Minutes are a permanent document and shall be maintained in hard copy in addition to an electronic version.

ARTICLE XIV – AMENDMENTS

A majority of the full membership of the Committee may amend these Bylaws, subject to the approval of the City Council.

ARTICLE XVI – ADOPTION OF BYLAWS

Upon adoption of the City Council, these Bylaws shall be in full force and effect. Any and all previously adopted Bylaws are hereby superseded.

These Bylaws shall not be considered or construed as superseding any ordinance or directive of the City Council of the City of Coburg, nor shall they preclude the preparation and adoption of further procedural manuals and policies by which the Committee may direct its activities.

Adopted by City Council on January 8, 2013
Amended January 13, 2015
Amended September 13, 2016
Amended April 13, 2021



Adoption of Telecommunications Franchise Agreement

Ordinance A-234-A – Granting a Non-Exclusive Franchise and Right to Construct, Operate and Maintain Fiber-Based Services within City Rights-of-way.

Meeting Date	Staff Contact	Email
April 8, 2024	Adam Hanks, City Administrator	Adam.Hanks@ci.coburg.or.us

SUMMARY AND REQUESTED COUNCIL ACTION

The City of Coburg has a number of franchise agreements with utilities that utilize City rights of way to provide services to residents and businesses of Coburg. Hunter Communications is requesting a renewal of its currently expired, existing telecommunications franchise agreement. Authority, limitations, compensation and operating and reporting requirements for this right are defined and described in Ordinance A-234-A and was moved to second reading by Council, after the completion of a public hearing at its March 11, 2025 meeting. No modifications to the proposed ordinance was requested or made subsequent to the March 11, 2025 public hearing and is now presented to Council for second reading and final adoption.

Suggested Motion

I move to approve second reading and adopt Ordinance A-234-A, an ordinance granting to Hunter Communications & Technologies a non-exclusive franchise and right to construct, operate and maintain a fiber-based service facility; to occupy City rights of way; and to provide fiber-based services in the City of Coburg, Oregon and authorize the City Administrator to execute the necessary franchise agreement documents.

BACKGROUND

Franchise agreements are standard mechanisms utilized to memorialize the authorization of right, operating requirements, standards and associated fee for private business use of public rights of way for necessary infrastructure used to provide an array of services to residents and businesses in a jurisdiction.

Hunter Communications began operating within Coburg with a franchise agreement in 2015 and has continued to operate within the parameters of the prior franchise agreement.

The current franchise agreement approved via Ordinance A-234 by City Council on July 9, 2015 has expired and Ordinance A-234-A has been developed for Council review to continue the granting of authority to utilize the City of Coburg rights of way for a period of five years.

Changes proposed by City staff and Lane Council of Governments contract Legal Staff include:

- Adding recitals at the beginning,
- Requiring that the City's Additional Insured status under Hunter insurance is done *by endorsement* (this is a common requirement—in the event that there is a claim, it prevents the insurance company from denying its obligation to defend the city),
- Adding a section setting forth construction standards,
- Adding a requirement that Hunter maintain maps of their facilities, and make those available to the city,
- Adding a requirement that Hunter cooperate to temporarily relocate lines if requested by a private party (such as is necessary for a house move),
- Adding a requirement that Hunter install facilities underground in any areas where other utilities are already underground,
- Allowing the city, at its option, to take over any facilities that Hunter may abandon, and
- Adding a requirement that Hunter furnish a performance bond to guarantee their installations.

RECOMMENDATION

Staff recommends Council approve second reading of Ordinance A-234-A as presented.

BUDGET / FINANCIAL IMPACT

Franchise fees are a significant revenue stream for the City of Coburg and support activities, programs and services within the City's general fund. The franchise fee proposed within this draft ordinance remains consistent with the prior rate of 5%. Total franchise fee revenues have been estimated for the 2024-25 fiscal year as \$279,300, up from just under \$260,000 in FY23-24.

PUBLIC INVOLVEMENT

The last public meeting regarding the now expired franchise agreement was held on July 14, 2015. The first reading for review of the proposed franchise agreement was held on March 11, 2025 with no public comment received at the public hearing.

NEXT STEPS

Upon final approval, staff will coordinate with Hunter Communications for acceptance and execution of the agreement.

ATTACHMENTS

1. Draft Ordinance A-234-A – An Ordinance Granting an Electric Utility Franchise and General Utility Easement to PacifiCorp
2. Ordinance A-234-A – With the proposed edits.

ORDINANCE A-234-A

AN ORDINANCE GRANTING TO HUNTER COMMUNICATIONS & TECHNOLOGIES LLC, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A FIBER-BASED SERVICE FACILITY; TO OCCUPY CITY RIGHTS-OF-WAY; AND TO PROVIDE FIBER-BASED SERVICES IN THE CITY OF COBURG, OREGON EFFECTIVE

WHEREAS, the City of Coburg is an Oregon municipal corporation with jurisdiction and control over all public rights-of-way within the City pursuant to the City Charter and Oregon law;

WHEREAS, ORS 221.510(2) authorizes the City to determine by contract, ordinance, or otherwise the terms and conditions, including payment of a privilege tax and other charges and fees, upon which any telecommunications carrier may be permitted to occupy the City's public rights of way or other public places;

WHEREAS, Grantee requests the City's permission to occupy City-regulated public rights of way and other public places to construct, operate, use, and maintain facilities for the purpose of providing telecommunications service and relevant appurtenances; and

WHEREAS, the City and Grantee desire to formalize a grant of permission to Grantee as provided herein;

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the parties agree:

THE CITY OF COBURG ORDAINS AS FOLLOWS:

Section 1. Definitions. As used in this ordinance:

"**City**" means the City of Coburg, an Oregon municipal corporation.

"**City Standards**" means all rules and regulations of the City, including without limitation the terms of all required permits, including approved traffic control and temporary pedestrian accessible route plans.

"**Council**" means the City Council of the City of Coburg.

"**Data Services**" means the transmission of information, facts, concepts or instructions in a formalized manner, suitable for communication, interpretation or processing, by any means or protocol of transmission, and the equipment necessary for such transmission. Voice and video

services are sometimes included in data services. The definitions here are stated separately so as to be inclusive rather than exclusive of forms of fiber based services. Includes the sending and receiving of data from and to any ultimate customer.

"Facilities" means the conduits, cables, poles, wires, fibers, fixtures, underground lines, manholes and appurtenances thereto, including other technical Facilities necessary for the purpose of providing data, voice and video services.

"Grantee" means Hunter Communications & Technologies LLC., the grantee of rights under this franchise, including its successors or assigns.

"Gross revenues" means all revenues earned and received by the Grantee in the delivery of data, voice and video services within the City of Coburg, and is further defined in Section 8.

"Party" means either the City of Coburg or the Grantee, referred to collectively in this Franchise as the **"Parties"**.

"Person" means any person, firm, partnership, association, corporation, limited liability company or organization of any kind.

"Rights of way" include streets, land paths, boulevards, avenues, circles, drives, lanes, roads, highway, bridges, alleys, sidewalks, and public utility easements, including the subsurface under and air space over these areas and similar public ways and extensions and additions thereto. This definition applies only to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such areas for siting telecommunications facilities. "Rights of way" excludes other property owned by the City, such as parks or public buildings.

"Ultimate consumer" means any entity that obtains services transmitted over Grantee's Facilities for its own use by any means, including purchase, lease or direct receipt of such services.

"Video Services" means the transmission by any means or technology, of visual images, including moving and still images intended for perception by the human eye, either as a one way or two way transmission, and all equipment or facilities necessary for such transmission.

"Voice Services" includes providing processing and transmission of voice communications, including all equipment associated with such transmission. It also includes services related to or commonly sold in connection with the transmission of voice communications, such as, but not limited to, call waiting, call forwarding, voice mail and similar services. "Voice Services" includes all forms of transmission of voice communications, regardless of the medium or method of transmission.

Section 2. Grant of Authority. City grants to Grantee the right and privilege, subject to all

City of Coburg ordinances, policies, rules and regulations, to construct, install, maintain and operate over, in, on and under the present and future City rights of way of the City of Coburg, Facilities necessary for the purpose of providing fiber-based services. This franchise is not exclusive, and City reserves the right to grant a similar privilege to any other Person at any time during the period of this franchise. This grant is further subject to all prior rights, interests, agreements, permits easements or licenses granted by the City, and to the City's right to use the rights of way for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. This franchise does not grant any rights with regard to attaching to or using any City or public property located within the rights-of-way (e.g., street lights or conduit). Such additional use of City property may be granted on an individual basis under a separate arrangement.

Section 3. Compliance with Laws, Rules and Regulations. The locations and methods of installation and maintenance of all Grantee's Facilities shall be subject at all times to regulation by the City (including City's ordinances and policies on street cuts and use of right-of-way), and all such Facilities shall be so constructed and maintained as to interfere as little as practicable with street or other traffic. Nothing herein however shall be construed to change or modify any applicable Oregon law regarding Grantee's ability to recover costs for any relocation of its Facilities. All of such Facilities shall be installed and at all times maintained by Grantee in accordance with industry standards. Grantee shall change the location of or remove any pole, conduit, structure or Facility within the public right of way when the City determines that the public convenience requires such changes or removal. The expense of said change shall be paid by Grantee.

Section 4. Grantee Liability, Indemnification, Insurance, and Bond.

1. Grantee shall at all times conduct its operations under this franchise, including installation, construction or maintenance of its Facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.
2. To the fullest extent permitted by law, Grantee shall defend, save harmless and indemnify City from any loss or claim against City on account of or in connection with any activity of Grantee in the construction, operation or maintenance of its Facilities, provided such loss or claim is not as a result of the City's negligence. Nothing contained in this foregoing indemnity provision or any other indemnity provision in this franchise, shall be construed to require the Grantee to indemnify the City, the City's related parties, and agents and employees of any of them and anyone else acting for or on behalf of the City for damages, losses, liabilities, costs and expenses due to the sole negligence or willful misconduct of the City, the City's related parties, and agents and employees of any of them and anyone else acting for or on the City's behalf. The City acknowledges that under no circumstances will the Grantee be liable under this franchise for special, consequential or punitive damages or damages with respect to economic loss.
3. This franchise shall not be effective until Grantee secures, and shall at all times be

conditioned upon Grantee maintaining, a comprehensive liability insurance policy which shall contain the following provisions:

- a. Grantee shall obtain, at Grantee's expense, and keep in effect at all times during the term of this franchise, public liability and property damage insurance that protects Grantee and the City, as well as the City's officers, agents, and employees, from claims arising from claims referred to in section 4.2. The insurance shall provide coverage at all times of not less than \$2,000,000 for personal injury to each person, \$4,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damages, plus cost of defense; or a single limit policy of not less than \$4,000,000 covering all claims per occurrence, plus cost of defense. The insurance policies may provide for self-retention or deductibles in reasonable amounts. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.
 - b. Grantee, and its subcontractors, if any, will comply with the Oregon Worker's Compensation Law at all times.
 - c. City, its officers, directors, and employees shall be added as additional insured with respect to the Grantee's general liability insurance policy by endorsement. Grantee will require that its insurance carrier give the City 30 days written notice of any change in insurance coverage.
 - d. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days written notice to City. Any failure to comply with this provision will not affect the insurance coverage provided to City. The 30 days' notice of cancellation provision shall be physically endorsed on the policy.
 - e. Coverage provided by Grantee must be underwritten by an insurance company deemed acceptable by City. City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating or not authorized to transact business in Oregon.
 - f. As evidence of the insurance coverage required by this franchise, Grantee shall furnish a Certificate of Insurance to City along with a copy of the additional insured endorsement. This franchise shall not be in effect until the required certificates have been received and approved by City. The Certificate will specify and document all provisions within this franchise. A renewal certificate will be sent to City 10 days prior to coverage expiration.
4. **Bonding.** Grantee agrees, prior to commencement of any construction activities contemplated by this Agreement, to file a performance bond or other surety (in favor of the City or any other person who may suffer damages as a result of Grantee's breach of any duty assumed by the bond or sureties) in an amount reasonably approved by the City and in a form approved by the City Attorney. Grantee specifically agrees its provision of any bond or surety does not operate and will not be construed as operating to limit Grantee's liability for damages. Grantee agrees the City retains the right to waive the

bonding and surety requirements listed in this **Subsection 4.4** at its option and sole discretion.

Section 5. Conditions on Right of Way Occupancy.

1. **Use.** Grantee shall construct, install, maintain and operate its Facilities in designated City rights of way to the industry standard and City's satisfaction, in compliance with all state laws and regulations and City ordinances, rules, policies and regulations; and in a manner so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, alleys or other public ways or places.
2. **Construction Standards.** Grantee agrees that all of its Facilities shall be designed, installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained, and operated by reasonably experienced and demonstrably qualified personnel. and in accordance with the then-current version of the National Electric Safety Code and reasonable best practices. Grantee further agrees all construction activities Grantee or its subcontractors undertake pursuant to this Franchise will be compliant with City Standards and all applicable laws and regulations.
3. **Maps.** Grantee agrees to maintain maps and data pertaining to all of its Facilities located in the City on file at an office located in the State of Oregon. Grantee further agrees the City may inspect all such maps and data pertaining to Grantsee's Facilities at any time during regular business hours upon five business days' advance notice. Upon the City's request, Grantee agrees to provide current maps and data to the City showing the location of all Grantee's facilities within the City's corporate limits, without charge to the City. Upon completion of any and all of its Facilities, Grantee agrees to provide a map or maps consistent with this Subsection 5.3 to the City showing the location as-built of its installed telecommunications system. Grantee further agrees such provided as-built maps will be in a form reasonably acceptable to the City Engineer and define specific locations of the Facilities. The City agrees to only use Grantee's maps and data for municipal purposes and further agrees to withhold them from disclosure, unless the City Attorney determines no statutorily-authorized exemption from disclosure applies to such records in response to a request submitted pursuant to Oregon Public Records Law.
4. **Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Grantee, Grantee shall, at its own cost and expense and in a manner approved by City, replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed. If Grantee fails to make restoration as required, City may cause the repairs to be made at the expense of Grantee.

5. **Relocation.** Except as provided below, if the removal or relocation of Facilities is caused directly by an identifiable development of property and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a customer, Grantee may charge the expense of removal or relocation to the developer or customer provided it is not contrary to any laws. Grantee shall be solely responsible for enforcing collection from the developer or customer. City may require Grantee to relocate its Facilities. If the removal or relocation of Facilities results from City's need to provide public facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Grantee will remove or relocate its Facilities at Grantee's expense within a reasonable time frame after notification by City. In cases of capital improvement projects undertaken by City, Grantee shall convert existing overhead distribution Facilities to underground at Grantee's expense if requested to do so by City. City agrees to comply with provisions of applicable law when requiring such conversion.

In the event that any electric utilities, cable facilities and telecommunication facilities are reimbursed by the City or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telecommunications, electrical or other utilities.

6. **Third-Party Requests for Support or Relocation.** Should it ever become necessary to temporarily rearrange or remove Grantee's Facilities at the request of a private person, Grantee agrees to perform such rearrangement or removal as expeditiously as possible upon its receipt of reasonably advance written notice from the person desiring the temporary change of a facility's location; provided, however, that notice must: (a) be approved by and delivered to Grantee through the City Manager; (b) detail the route of movement; (c) provide that the person giving the notice agrees to be responsible for Grantee's costs for making the temporary change; (d) provide that the person giving the notice agrees to indemnify and hold harmless the City and Grantee of and from any and all damages or claims caused from such temporary change of Grantee's facilities; and (e) if required by Grantee, be accompanied by a cash deposit or a good and sufficient bond to pay any and all of Grantee's estimated costs (as determined by Grantee).
7. **Placement of Facilities.** Grantee shall not place its Facilities where they will interfere with any existing or future City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer or water facility. Grantee will consult with City's Public Works Department prior to placement of Facilities, and will comply with all City ordinances, policies, rules and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground within a public right of way of the City, Grantee must also locate and relocate its facilities underground.
8. **Undergrounding.** Except as provided in this Subsection 5.7, Grantee agrees to install its

facilities underground unless the City specifically permits attachments to utility poles or other aboveground facilities. Grantee agrees to install its Facilities underground where (at the time of installation) any existing cable, telecommunications, or electric facilities are already buried. In areas where cable, telecommunications, and electric facilities are all installed aerially at the time Grantee installs its facilities, Grantee may install its facilities aerially; provided, however, if the City undergrounds its own facilities, then Grantee agrees to likewise underground its aerial facilities.

9. **Temporary Rearrangement of Facilities.** Grantee shall, consistent with City policies, ordinances, rules and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the Person wishing to move the building or other object makes a reasonable arrangement to reimburse Grantee for its expenses in rearranging its Facilities. Nothing contained in this section shall preclude City from requiring Grantee to move its Facilities at its own expense when public convenience requires the move, as described in Subsections 3 and 4 of this section.

Section 6. Transfer of Franchise. Grantee shall not sell, assign, dispose of, lease or transfer in any manner whatsoever any interest in this franchise or in the Facilities authorized by this franchise, or any part of the Facilities, without prior written approval of City, which consent shall not be unreasonably withheld. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Grantee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by Grantee, or any Person that owns or controls the Grantee. Grantee shall notify the City thirty (30) days prior to any such sale, assignment or transfer.

Section 7. City Rights in Franchise.

1. **City Supervision and Inspection.** City shall have the right to supervise all construction or installation of Grantee's Facilities subject to the provisions of this franchise and make such inspections as it shall find necessary to ensure compliance with governing laws, ordinances, rules and regulations.
2. **Abandonment of Facility.** Grantee agrees that any Facility that it ceases to make use of for the purposes authorized by this Franchise for a continuous period of 6 months will be deemed abandoned, and Grantee further agrees it will not intentionally disconnect or destroy any such Facility; in that case, Grantee agrees the City may require Grantee to remove the facilities and undertake restoration activities upon 90 days' advance notice from the City. If Grantee fails to remove the Facilities or perform the restoration within that 90-day period, Grantee agrees the City may (at its option and sole discretion) remove the Facilities and require Grantee to pay for the full cost of removal and

restoration or the City may assume possession and legal ownership of such Facilities. If the City assumes possession and legal ownership of any facility, Grantee agrees to provide a bill of sale or other documentation demonstrating City ownership upon the City's request.

3. **Termination or Abandonment of Franchise.** Upon any termination of this franchise, all Facilities installed or used by Grantee shall be removed by Grantee at Grantee's expense and the property upon which the Facilities were used restored by Grantee to the condition it was in before installation except that City or its designee shall have the following options after termination of this franchise:
 - a. City or its designee may elect to acquire the Facilities for their fair market value consistent with any applicable law; and
 - b. Value shall be determined by an appraiser who is mutually acceptable to City and Grantee. In the event that City and grantee are unable to agree on a single appraiser, then the City and Grantee shall each appoint an appraiser, and those two appraisers shall select a third appraiser. The opinion of any two appraisers shall be determinative of the value of the Facilities.
 - c. City agrees to provide Grantee with written notice of its intention to acquire Grantee's Facilities pursuant to this section within 120 days after termination of this franchise by City, or City's declaration of Facilities abandonment by Grantee, with the closing of the acquisition to occur as soon thereafter as is practicable.
4. **City Connection to Facilities.** In addition to City's other rights in this franchise, and so long as Grantee has sufficient capacity on its Facilities that is not being used by a paying customer at that time, City shall have the right to obtain services from Grantee at the Grantee's most favorable rate applicable to those services. Nothing in this subsection shall affect Grantee's obligation to pay franchise fees to the City under Section 8 of this Ordinance.

Section 8. Franchise Fee (Compensation for Use of the Rights of Way).

1. In consideration of the rights, privileges, and franchise hereby granted, Grantee shall pay monthly to City the sum of five percent (5%) of gross revenue earned from all telecommunications services, specifically including data, voice and video services, provided by Grantee through Grantee's use of the City rights of way. Grantee also may at its option deduct uncollectible accounts of customers within the corporate limits of City from these gross revenues. Gross revenues does not include taxes, fees or assessments of general applicability collected by the Grantee from Ultimate consumers for pass-through to a government agency or revenue paid directly by the United States of America or any of its agencies.
2. The fee required by this section shall be due and payable within 60 days after the end of

each applicable calendar quarter. Any payment not made when due shall bear interest at the rate of 12% per annum, compounded monthly, from the date due until paid.

3. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise.
4. Grantee agrees and covenants that it will not challenge the validity of the franchise fees under this ordinance as long as they do not exceed the maximum amounts established by applicable statutes.

Section 9. Grantee Records and Reports.

1. Grantee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise. Grantee shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon no less than 10 days prior written notice, during normal working hours. City may require periodic reports from Grantee relating to its operation within City. City shall have the right during the term of this franchise or within 180 days thereafter to conduct audits of Grantee's records. Such audits shall be undertaken by a qualified person or entity selected by City. The cost of any such audit shall be borne by City, unless the results of any such audit reveal an underpayment of more than 5% of the franchise fee for the period audited. In the case of such underpayment, the full cost of such audit shall be paid by Grantee. Grantee shall immediately pay the amount of the underpayment as determined by such audit to City together with 12% per annum interest from the date such payment should have been made to the date the payment is actually made.
2. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this franchise is at issue.

Section 10. Permit and Inspection Fees. Nothing in this ordinance shall be construed to limit the right of City to require Grantee to pay reasonable costs incurred by City in connection with the issuance of a franchise or permit, making an inspection, or performing any other service for or in connection with Grantee or its Facilities, whether pursuant to this ordinance or any other ordinance or regulation now in effect or hereafter adopted by City.

Section 11. Enforcement and Termination of Franchise for Violation.

1. **Default:** Time of payment and performance are of the essence in the franchise. The following shall be events of default:
 - a. Default in Payments. The failure of Grantee to pay City when due any amounts

required by the franchise and such failure continues for a period of ten (10) days after the first overdue notice.

- b. **Default in Other Covenants.** The failure of Grantee to perform any of the covenants and conditions required herein to be kept and performed by Grantee, and such failure continues for a period of 30 days after notice from City of such failure.

- 2. **Termination.** Upon the occurrence of an event of default, this franchise may be terminated at the option of City by notice in writing to Grantee given within 30 days of the date of default. If this franchise is not terminated by election of City, Grantee shall pay to City the sum of \$100 per day for each day the default continues along with any additional damages suffered by City as a result of Grantee's default.

Section 12. Remedies not Exclusive; Waiver. All remedies under this ordinance, including termination of franchise, are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this ordinance, including termination of the franchise, are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this ordinance.

Section 13. Franchise Term. This franchise is granted for a term of five years beginning on the date on which this franchise ordinance is approved. City agrees to renegotiate in good faith a renewal of this franchise for a similar term if this franchise is not in default at its expiration.

Section 14. Acceptance of Franchise. Within 30 days from the adoption of this ordinance, Grantee shall file with the City Recorder a written unconditional acceptance of this franchise executed by its duly authorized representative and all of its terms and conditions, and if it fails to do so, this ordinance shall be void and of no effect. This Ordinance shall become effective the day after Grantee's acceptance is filed with the City.

Section 15. Severability. If any section, subsection, sentence, clause or portion of this ordinance is for any reason held invalid or rendered unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this ordinance.

Section 16. Notices. Any notice required or permitted under this franchise shall be deemed given when received or when deposited with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

TO CITY:

City of Coburg
 Attn: City Administrator
 PO Box 8316
 Coburg, Oregon 97408

TO GRANTEE:

Hunter Communications Attn: Contract Administration 801 Enterprise Dr.
 Central Point, OR 97502 Or
 115 Cleveland St.
 Eugene, OR 97402
 or to such other address as may be specified from time to time by either party in writing.

Section 17. Interpretation/Jurisdiction. This franchise shall be deemed to have been entered into in Lane County, Oregon. Jurisdiction of any dispute shall be in the circuit court of the State of Oregon, and venue shall be in , Oregon. Interpretation of the franchise shall be governed by laws of the State of Oregon.

Section 18. Force Majeure. The Grantee shall not be held in default under, or in non-compliance with the provisions of this Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Facilities are attached, as well as unavailability of materials and/or qualified labor to perform the necessary work.

Section 19. Effective Date Of Ordinance. This ordinance will take effect on the 30th day after adoption.

ADOPTED by the **City Council** of the **City of Coburg** on this ____ day of _____, 2025, by vote of ____ for and ____ against.

APPROVED by the Mayor of the City of Coburg this ____ day of ____, 2025.

ORDINANCE NO. ____

AN ORDINANCE GRANTING TO HUNTER COMMUNICATIONS & TECHNOLOGIES LLC, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE AND MAINTAIN A FIBER-BASED SERVICE FACILITY; TO OCCUPY CITY RIGHTS-OF-WAY; AND TO PROVIDE FIBER-BASED SERVICES IN THE CITY OF Coburg, OREGON EFFECTIVE _____

WHEREAS, the City of Coburg is an Oregon municipal corporation with jurisdiction and control over all public rights-of-way within the City pursuant to the City Charter and Oregon law;

WHEREAS, ORS 221.510(2) authorizes the City to determine by contract, ordinance, or otherwise the terms and conditions, including payment of a privilege tax and other charges and fees, upon which any telecommunications carrier may be permitted to occupy the City's public rights of way or other public places;

WHEREAS, Grantee requests the City's permission to occupy City-regulated public rights of way and other public places to construct, operate, use, and maintain facilities for the purpose of providing telecommunications service and relevant appurtenances; and

WHEREAS, the City and Grantee desire to formalize a grant of permission to Grantee as provided herein;

NOW, THEREFORE, in consideration of both the provisions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is here acknowledged, the parties agree:

THE CITY OF Coburg ORDAINS AS FOLLOWS:

Section 1. Definitions. ~~A~~—as used in this ordinance:

"City" means the City of Coburg_____, an Oregon municipal corporation.

"City Standards" means all rules and regulations of the City, including without limitation the terms of all required permits, including approved traffic control and temporary pedestrian accessible route plans.

~~"Grantee" means Hunter Communications & Technologies LLC, the grantee of rights under this franchise, including its successors or assigns.~~

"Council" means the City Council of the City of _____~~Coburg, Oregon.~~

"Data Services" means the transmission of information, facts, concepts or instructions in a formalized manner, suitable for communication, interpretation or processing, by any means or protocol of transmission, and the equipment necessary for such transmission. Voice and video services are sometimes included in data services. The definitions here are stated separately so as to be inclusive rather than exclusive of forms of fiber based services. Includes the sending and receiving of data from and to any ultimate customer.

"Facilities" means the conduits, cables, poles, wires, fibers, fixtures, underground lines, manholes and appurtenances thereto, including other technical Facilities necessary for the purpose of providing data, voice and video services.

"Grantee" means Hunter Communications & Technologies LLC., the grantee of rights under this franchise, including its successors or assigns.

"Gross revenues" means all revenues earned and received by the Grantee in the delivery of data, voice and video services within the City of Coburg, and is further defined in Section 8.

"Party" means either the City of Coburg or the Grantee, referred to collectively in this Franchise as the "Parties".

"Person" means any person, firm, partnership, association, corporation, limited liability company or organization of any kind.

"Rights of way" include streets, land paths, boulevards, avenues, circles, drives, lanes, roads, highway, bridges, alleys, sidewalks, and public utility easements, including the subsurface under and air space over these areas and similar public ways and extensions and additions thereto. This definition applies only to the extent of the City's right, title, interest or authority to grant a franchise to occupy and use such areas for siting telecommunications facilities. "Rights of way" excludes other property owned by the City, such as parks or public buildings.

"Ultimate consumer" means any entity that obtains services transmitted over Grantee's Facilities for its own use by any means, including purchase, lease or direct receipt of such services.

"Video Services" means the transmission by any means or technology, of visual images, including moving and still images intended for perception by the human eye, either as a one way or two way transmission, and all equipment or facilities necessary for such transmission.

"Voice Services" includes providing processing and transmission of voice communications, including all equipment associated with such transmission. It also includes services related to or commonly sold in connection with the transmission of voice communications, such as, but not limited to, call waiting, call forwarding, voice mail and similar services. "Voice Services" includes all forms of transmission of voice communications, regardless of the medium or method of transmission.

~~**"Ultimate consumer"** means any entity that obtains services transmitted over Grantee's Facilities for its own use by any means, including purchase, lease or direct receipt of such services.~~

Section 2. Grant of Authority. City grants to Grantee the right and privilege, subject to all City of Coburg ordinances, policies, rules and regulations, to construct, install, maintain and operate over, in, on and under the present and future City rights of way of the City of Coburg, Facilities necessary for the purpose of providing fiber-based services. This franchise is not exclusive, and City reserves the right to grant a similar privilege to any other Person at any time during the period of this franchise. This grant is further subject to all prior rights, interests, agreements, permits easements or licenses granted by the City, and to the City's right to use the rights of way for any purpose it deems fit, including the same or similar purposes allowed Grantee hereunder. This franchise does not grant any rights with regard to attaching to or using any City or public property located within the rights-of-way (i.e.g., street lights or conduit). Such additional use of City property may be granted on an individual basis under a separate arrangement.

Section 3. Compliance with Laws, Rules and Regulations. The locations and methods of

installation and maintenance of all Grantee's Facilities shall be subject at all times to regulation by the City (including City's ordinances and policies on street cuts and use of right-of-way), and all such Facilities shall be so constructed and maintained as to interfere as little as practicable with street or other traffic. Nothing herein however shall be construed to change or modify any applicable Oregon law regarding Grantee's ability to recover costs for any relocation of its Facilities. All of such Facilities shall be installed and at all times maintained by Grantee in accordance with industry standards. Grantee shall change the location of or remove any pole, conduit, structure or Facility within the public right of way when the City determines that the public convenience requires such changes or removal. The expense of said change shall be paid by Grantee.

Section 4. Grantee Liability, Indemnification ~~of City and~~, Insurance, and Bond.

1. Grantee shall at all times conduct its operations under this franchise, including installation, construction or maintenance of its Facilities, in a safe and workmanlike manner so as not to present a danger to the public or City.
2. To the fullest extent permitted by law, Grantee shall defend, save harmless and indemnify City from any loss or claim against City on account of or in connection with any activity of Grantee in the construction, operation or maintenance of its Facilities, provided such loss or claim is not as a result of the City's negligence. Nothing contained in this foregoing indemnity provision or any other indemnity provision in this franchise, shall be construed to require the Grantee to indemnify the City, the City's related parties, ~~architects, architect's consultants~~ and agents and employees of any of them and anyone else acting for or on behalf of the City for damages, losses, liabilities, costs and expenses due to the sole negligence or willful misconduct of the City, the City's related parties, ~~architects, architect's consultants~~ and agents and employees of any of them and anyone else acting for or on the City's behalf. The City acknowledges that under no circumstances will the Grantee be liable under this franchise for special, consequential or punitive damages or damages with respect to economic loss.
3. This franchise shall not be effective until Grantee secures, and shall at all times be conditioned upon Grantee maintaining, a comprehensive liability insurance policy which shall contain the following provisions:
 - a. Grantee shall obtain, at Grantee's expense, and keep in effect at all times during the term of this franchise, public liability and property damage insurance that protects Grantee and the City, as well as the City's officers, agents, and employees, from claims arising from claims referred to in section 4.2. The insurance shall provide coverage at all times of not less than \$2,000,000 for personal injury to each person, \$4,000,000 for each occurrence, and \$1,000,000 for each occurrence involving property damages, plus cost of defense; or a single limit policy of not less than \$4,000,000 covering all claims per occurrence, plus cost of defense. The insurance policies may provide for self-retention or deductibles in reasonable amounts. The limits of the insurance shall be subject to statutory changes as to the maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.
 - b. Grantee, and its subcontractors, if any, will comply with the Oregon Worker's Compensation Law at all times.
 - c. City, its officers, directors, and employees shall be added as additional insured with respect to the Grantee's general liability insurance policy by endorsement. Grantee will require that its insurance carrier give the City 30 days written notice of any change in insurance coverage.
 - d. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage without 30 days written notice to City. Any failure to

comply with this provision will not affect the insurance coverage provided to City. The 30 days' notice of cancellation provision shall be physically endorsed on the policy.

- e. Coverage provided by Grantee must be underwritten by an insurance company deemed acceptable by City. City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating or not authorized to transact business in Oregon.
- f. As evidence of the insurance coverage required by this franchise, Grantee shall furnish a Certificate of Insurance to City along with a copy of the additional insured endorsement. This franchise shall not be in effect until the required certificates have been received and approved by City. The Certificate will specify and document all provisions within this franchise. A renewal certificate will be sent to City 10 days prior to coverage expiration.

4. **Bonding.** Grantee agrees, prior to commencement of any construction activities contemplated by this Agreement, to file a performance bond or other surety (in favor of the City or any other person who may suffer damages as a result of Grantee's breach of any duty assured by the bond or sureties) in an amount reasonably approved by the City and in a form approved by the City Attorney. Grantee specifically agrees its provision of any bond or surety does not operate and will not be construed as operating to limit Grantee's liability for damages. Grantee agrees the City retains the right to waive the bonding and surety requirements listed in this Subsection 4.4 at its option and sole discretion.

Section 5. Conditions on Right of Way Occupancy.

1. **Use.** Grantee shall construct, install, maintain and operate its Facilities in designated City rights of way to the industry standard and City's satisfaction, in compliance with all state laws and regulations and City ordinances, rules, policies and regulations; and in a manner so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, alleys or other public ways or places.
2. **Construction Standards.** Grantee agrees that all of its Facilities shall be designed, installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained, and operated by reasonably experienced and demonstrably qualified personnel, and in accordance with the then-current version of the National Electric Safety Code and reasonable best practices. Grantee further agrees all construction activities Grantee or its subcontractors undertake pursuant to this Franchise will be compliant with City Standards and all applicable laws and regulations.
3. **Maps.** Grantee agrees to maintain maps and data pertaining to all of its Facilities located in the City on file at an office located in the State of Oregon. Grantee further agrees the City may inspect all such maps and data pertaining to Grantee's Facilities at any time during regular business hours upon five business days' advance notice. Upon the City's request, Grantee agrees to provide current maps and data to the City showing the location of all Grantee's facilities within the City's corporate limits, without charge to the City. Upon completion of any and all of its Facilities, Grantee agrees to provide a map or maps consistent with this Subsection 5.3 to the City showing the location as-built of its installed telecommunications system. Grantee further agrees such provided as-built maps will be in a form reasonably acceptable to the City Engineer and define specific locations of the Facilities. The City agrees to only use Grantee's maps and data for municipal purposes and further agrees to withhold them from disclosure, unless the City Attorney determines no statutorily-authorized exemption from disclosure applies to such records in response to a request submitted pursuant to Oregon Public Records Law.

~~2.4.~~ **Restoration.** In case of any disturbance of pavement, sidewalk, driveway or other surfacing by Grantee, Grantee shall, at its own cost and expense and in a manner approved by City, replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed. If Grantee fails to make restoration as required, City may cause the repairs to be made at the expense of Grantee.

~~3.5.~~ **Relocation.** Except as provided below, if the removal or relocation of Facilities is caused directly by an identifiable development of property and the removal or relocation of Facilities occurs within the area to be developed, or is made for the convenience of a customer, Grantee may charge the expense of removal or relocation to the developer or customer provided it is not contrary to any laws. Grantee shall be solely responsible for enforcing collection from the developer or customer. City may require Grantee to relocate its Facilities. If the removal or relocation of Facilities results from City's need to provide public Facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement for the benefit of the public, Grantee will remove or relocate its Facilities at Grantee's expense within a reasonable time frame after notification by City. In cases of capital improvement projects undertaken by City, Grantee shall convert existing overhead distribution Facilities to underground at Grantee's expense if requested to do so by City. City agrees to comply with provisions of applicable law when requiring such conversion.

In the event that any electric utilities, cable facilities and telecommunication facilities are reimbursed by the City or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telecommunications, electrical or other utilities.

~~4.6.~~ **Third-Party Requests for Support or Relocation.** Should it ever become necessary to temporarily rearrange or remove Grantee's Facilities at the request of a private person, Grantee agrees to perform such rearrangement or removal as expeditiously as possible upon its receipt of reasonably advance written notice from the person desiring the temporary change of a facility's location; provided, however, that notice must: (a) be approved by and delivered to Grantee through the City Manager; (b) detail the route of movement; (c) provide that the person giving the notice agrees to be responsible for Grantee's costs for making the temporary change; (d) provide that the person giving the notice agrees to indemnify and hold harmless the City and Grantee of and from any and all damages or claims caused from such temporary change of Grantee's facilities; and (e) if required by Grantee, be accompanied by a cash deposit or a good and sufficient bond to pay any and all of Grantee's estimated costs (as determined by Grantee).

~~7.~~ **Placement of Facilities.** Grantee shall not place its Facilities where they will interfere with any existing or future City utility, gas, electric or telephone fixture, power, sanitary sewer, storm sewer or water facility. Grantee will consult with City's Public Works Department prior to placement of Facilities, and will comply with all City ordinances, policies, rules and regulations in connection with its placement of Facilities. Whenever all existing electric utilities, cable facilities and telecommunications facilities are located underground within a public right of way of the City, Grantee must also locate and relocate its facilities underground.

~~5.8.~~ **Undergrounding.** Except as provided in this Subsection 5.7, Grantee agrees to install its facilities underground unless the City specifically permits attachments to utility poles or other aboveground facilities. Grantee agrees to install its Facilities underground where (at the time of installation) any existing cable, telecommunications, or electric facilities are already buried. In areas where cable, telecommunications, and electric facilities are all installed aerially at the time Grantee installs its facilities, Grantee may install its facilities aerially; provided, however, if the City undergrounds its own facilities, then Grantee agrees to likewise underground its aerial facilities.

~~6.9.~~ **Temporary Rearrangement of Facilities.** Grantee shall, consistent with City policies, ordinances, rules and regulations, arrange to temporarily raise, lower, or otherwise move its Facilities to permit the moving of buildings or other objects if the Person wishing to move the building or other object makes a reasonable arrangement to reimburse Grantee for its expenses in rearranging its Facilities. Nothing contained in this section shall preclude City from requiring Grantee to move its Facilities at its own expense when public convenience requires the move, as described in Subsections 3 and 4 of this section.

Section 6. Transfer of Franchise. Grantee shall not sell, assign, dispose of, lease or transfer in any manner whatsoever any interest in this franchise or in the Facilities authorized by this franchise, or any part of the Facilities, without prior written approval of City, which consent shall not be unreasonably withheld. The City may impose reasonable conditions on its approval of any transfer, including but not limited to the requirement that the transferee acknowledge in writing and agree to be bound by the terms of this Franchise. City shall have the right to collect from Grantee City's actual administrative costs associated with processing a transfer request, including the cost of ascertaining the financial responsibility of the proposed transferee. The foregoing requirements shall not apply to any sale, assignment or transfer to any Person that is owned or controlled by Grantee, or any Person that owns or controls the Grantee. Grantee shall notify the City thirty (30) days prior to any such sale, assignment or transfer.

Section 7. City Rights in Franchise.

1. **City Supervision and Inspection.** City shall have the right to supervise all construction or installation of Grantee's Facilities subject to the provisions of this franchise and make such inspections as it shall find necessary to ensure compliance with governing laws, ordinances, rules and regulations.

2. **Abandonment of Facility.** Grantee agrees that any Facility that it ceases to make use of for the purposes authorized by this Franchise for a continuous period of 6 months will be deemed abandoned, and Grantee further agrees it will not intentionally disconnect or destroy any such Facility; in that case, Grantee agrees the City may require Grantee to remove the facilities and undertake restoration activities upon 90 days' advance notice from the City. If Grantee fails to remove the Facilities or perform the restoration within that 90-day period, Grantee agrees the City may (at its option and sole discretion) remove the Facilities and require Grantee to pay for the full cost of removal and restoration or the City may assume possession and legal ownership of such Facilities. If the City assumes possession and legal ownership of any facility, Grantee agrees to provide a bill of sale or other documentation demonstrating City ownership upon the City's request.

~~2.3.~~ **Termination or Abandonment of Franchise.** Upon any termination of this franchise, all Facilities installed or used by Grantee shall be removed by Grantee at Grantee's expense and the property upon which the Facilities were used restored by Grantee to the condition it was in before installation except that City or its designee shall have the following options after termination of this franchise:

- a. City or its designee may elect to acquire the Facilities for their fair market value consistent with any applicable law; and
- b. Value shall be determined by an appraiser who is mutually acceptable to City and Grantee. In the event that City and grantee are unable to agree on a single appraiser, then the City and Grantee shall each appoint an appraiser, and those two appraisers shall select a third appraiser. The opinion of any two appraisers shall be determinative of the value of the Facilities.

- c. City agrees to provide Grantee with written notice of its intention to acquire Grantee's Facilities pursuant to this section within 120 days after termination of this franchise by City, or City's declaration of Facilities abandonment by Grantee, with the closing of the acquisition to occur as soon thereafter as is practicable.

3.4. **City Connection to Facilities.** In addition to City's other rights in this franchise, and so long as Grantee has sufficient capacity on its Facilities that is not being used by a paying customer at that time, City shall have the right to obtain services from Grantee at the Grantee's most favorable rate applicable to those services. Nothing in this subsection shall affect Grantee's obligation to pay franchise fees to the City under Section 8 of this Ordinance.

Section 8. Franchise Fee (Compensation for Use of the Rights of Way).

1. In consideration of the rights, privileges, and franchise hereby granted, Grantee shall pay monthly to City the sum of five percent (5%) of gross revenue earned from all telecommunications services, specifically including data, voice and video services, provided by Grantee through Grantee's use of the City rights of way. Grantee also may at its option deduct uncollectible accounts of customers within the corporate limits of City from these gross revenues. Gross revenues does not include taxes, fees or assessments of general applicability collected by the Grantee from Ultimate consumers for pass-through to a government agency or revenue paid directly by the United States of America or any of its agencies.
2. The fee required by this section shall be due and payable within 60 days after the end of each applicable calendar quarter. Any payment not made when due shall bear interest at the rate of 12% per annum, compounded monthly, from the date due until paid.
3. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise.
4. Grantee agrees and covenants that it will not challenge the validity of the franchise fees under this ordinance as long as they do not exceed the maximum amounts established by applicable statutes.

Section 9. Grantee Records and Reports.

1. Grantee shall keep accurate books of financial accounts at an office within the State of Oregon throughout the term of this franchise. Grantee shall produce all books and records directly concerning its gross revenues and other financial information deemed necessary by City for purposes of calculation of the franchise fee for inspection by City, upon no less than 10 days prior written notice, during normal working hours. City may require periodic reports from Grantee relating to its operation within City. City shall have the right during the term of this franchise or within 180 days thereafter to conduct audits of Grantee's records. Such audits shall be undertaken by a qualified person or entity selected by City. The cost of any such audit shall be borne by City, unless the results of any such audit reveal an underpayment of more than 5% of the franchise fee for the period audited. In the case of such underpayment, the full cost of such audit shall be paid by Grantee. Grantee shall immediately pay the amount of the underpayment as determined by such audit to City together with 12% per annum interest from the date such payment should have been made to the date the payment is actually made.
2. Any audit information obtained by City under these provisions shall be kept confidential to the maximum extent allowed by Oregon law, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this

franchise is at issue.

Section 10. Permit and Inspection Fees. Nothing in this ordinance shall be construed to limit the right of City to require Grantee to pay reasonable costs incurred by City in connection with the issuance of a franchise or permit, making an inspection, or performing any other service for or in connection with Grantee or its Facilities, whether pursuant to this ordinance or any other ordinance or regulation now in effect or hereafter adopted by City.

Section 11. Enforcement and Termination of Franchise for Violation.

1. **Default:** Time of payment and performance are of the essence in the franchise. The following shall be events of default:
 - a. **Default in Payments.** The failure of Grantee to pay City when due any amounts required by the franchise and such failure continues for a period of ten (10) days after the first overdue notice.
 - b. **Default in Other Covenants.** The failure of Grantee to perform any of the covenants and conditions required herein to be kept and performed by Grantee, and such failure continues for a period of 30 days after notice from City of such failure.
2. **Termination.** Upon the occurrence of an event of default, this franchise may be terminated at the option of City by notice in writing to Grantee given within 30 days of the date of default. If this franchise is not terminated by election of City, Grantee shall pay to City the sum of \$100 per day for each day the default continues along with any additional damages suffered by City as a result of Grantee's default.

Section 12. Remedies not Exclusive; Waiver. All remedies under this ordinance, including termination of franchise, are cumulative, and recovery or enforcement of one is not a bar to the recovery or enforcement of any other remedy. Remedies contained in this ordinance, including termination of the franchise, are not exclusive and City reserves the right to enforce penal provisions of any ordinance and also use any remedy available to City at law or in equity. Failure to enforce any provision of this ordinance shall not be construed as a waiver of a breach of any other term, condition or obligation of this ordinance.

Section 13. Franchise Term. This franchise is granted for a term of five years beginning on the date on which this franchise ordinance is approved. City agrees to renegotiate in good faith a renewal of this franchise for a similar term if this franchise is not in default at its expiration.

Section 14. Acceptance of Franchise. Within 30 days from the adoption of this ordinance, Grantee shall file with the City Recorder a written unconditional acceptance of this franchise executed by its duly authorized representative and all of its terms and conditions, and if it fails to do so, this ordinance shall be void and of no effect. This Ordinance shall become effective the day after Grantee's acceptance is filed with the City.

Section 15. Severability. If any section, subsection, sentence, clause or portion of this ordinance is for any reason held invalid or rendered unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity or constitutionality of the remaining portion thereof. If for any reason, the franchise fee is invalidated or amended by the act of any court or governmental agency, then the highest reasonable franchise fee allowed by such court or other governmental agency shall be the franchise fee charged by this ordinance.

Section 16. Notices. Any notice required or permitted under this franchise shall be deemed given

when received or when deposited with postage prepaid in the United States Mail as registered or certified mail addressed as follows:

TO CITY:

City of _____ Attn: City Administrator

TO GRANTEE:

Hunter Communications
Attn: Contract Administration
801 Enterprise Dr.
Central Point, OR 97502
Or
115 Cleveland St.
Eugene, OR 97402

or to such other address as may be specified from time to time by either parties in writing.

Section 17. Interpretation/Jurisdiction. This franchise shall be deemed to have been entered into in _____, Oregon. Jurisdiction of any dispute shall be in the circuit court of the State of Oregon, and venue shall be in _____, Oregon. Interpretation of the franchise shall be governed by laws of the State of Oregon.

Section 18. Force Majeure. The Grantee shall not be held in default under, or in non-compliance with the provisions of this Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Facilities are attached, as well as unavailability of materials and/or qualified labor to perform the necessary work.

Passed by the Council of the City of Coburg this ____ day of _____, 20__, by the following vote:

AYES _____

NAYS _____

Approved by the Mayor this ____ day of _____, 20__.

MAYOR

ATTEST:

City Recorder

Accepted:

Hunter Communications & Technologies LLC.

By (name) _____ Date _____



Resolution Adopting Council Rules of Governance

Resolution 2025-03 A Adopting 2025 Council Rules of Governance

Meeting Date	Staff Contact	Email
April 8, 2024	Adam Hanks, City Administrator Sammy Egbert, City Recorder	Adam.Hanks@CoburgOregon.gov Sammy.Egbert@CoburgOregon.gov

SUMMARY AND REQUESTED COUNCIL ACTION

The Coburg City Charter contains the overarching structure for the establishment and operation of the City Council and the City as a whole. Section 3.4 – Rules states “The Council must by resolution, adopt rules of governance of its members and meetings. Staff has developed a draft Council Rules of Governance document that has been reviewed in several prior Council meetings and is now presented to Council with an accompanying Resolution for formal review and approval.

Suggested Motion

I move to approve Resolution 2025-03, a resolution adopting the 2025 Council Rules of Governance.

BACKGROUND

With the completion of the voter approved Coburg City Charter in 2022, previous Council operating rules and procedures required a comprehensive review for consistency with the new Charter, relevant state regulations for noticing, public meetings law, records retention, etc.

The draft Council Rules of Governance has been developed over a period of months utilizing a number of similar documents from local jurisdictions around the state. Additionally, Council discussion from earlier draft document reviews strengthened the draft now presented for final review and approval.

RECOMMENDATION

Staff recommends Council approve Resolution 2025-03.

BUDGET / FINANCIAL IMPACT

City Administration staff time represent the only budgetary impact in the development of the draft Council Rules of Governance and no ongoing budgetary impacts are expected upon its adoption and implementation.

PUBLIC INVOLVEMENT

Previous draft version of the Council Rules of Governance were presented and discussed at the

February 11, 2025 Council meeting as well as at the February 22, 2025 Annual Council Retreat.

NEXT STEPS

Upon Council approval, staff will provide Council with a final document for individual use and reference and the document will be available at all Council meetings should process, rules or other procedural issues arise in future City Council meetings. The document will also be available on the City website.

ATTACHMENTS

1. Draft Resolution 2025-03 – Resolution Adopting Council Rules of Governance
2. 2014 Council Rules of Governance

RESOLUTION 2025-03

A RESOLUTION ADOPTING CITY COUNCIL RULES OF GOVERNANCE

WHEREAS, the Coburg Charter Section 3.1 states: *“The Mayor shall be the Executive Officer of the City. The Mayor presides over and facilitates Council meetings, preserves order, enforces Council rules, and determines the order of business under Council rules. The Mayor is not a voting member of the Council, has no veto authority, and may only vote in order to break a tie.”*; and

WHEREAS, the Coburg Charter Section 3.4 states: *“The Council must by resolution, adopt rules of governance of its members and meetings.”*; and

WHEREAS, the state legislature amended the Oregon Public Meeting laws amendments in the rules are required to comply; and.

WHEREAS, the current version of Rules of Governance was adopted by Resolution 2014-02 on February 11, 2014; and

WHEREAS, the City Council reviewed the proposed rules and procedures during the January 14, 2025 City Council Meeting.

WHEREAS, regular review, updating, discussion and approval of the rules of governance strengthens the effectiveness and efficiency of the Council in their work as the elected governing body for the City of Coburg; therefore

THE CITY OF COBURG RESOLVES AS FOLLOWS:

Section 1. The 2025 City Council Rules of Governance, attached as Exhibit A, is hereby adopted as the operating procedures and policies of the City Council.

Section 2. Resolution 2014-02, and all other rules, procedures, and implied applied policies are repealed.

Section 3. This resolution is effective immediately upon its approval, and passage.

Adopted by the **City Council** of the **City of Coburg**, Oregon, by a vote of ____ for and ____ against, this 11th day of March, 2025.

Nancy Bell, Mayor

ATTEST: _____
Sammy L. Egbert, City Recorder



2025 City Rules of

Adopted by Resolution 2025-03

City of Coburg, OR
coburgoregon.org

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INTRODUCTION AND AUTHORITY

The 2022 Coburg Charter requires the Council to adopt Rules of governance for its members and meetings. The following rules will be in effect upon adoption by the Council until they are amended or new rules are adopted via resolution.

Section 1 - General Rules

1.1 Rules of Procedure

Unless otherwise provided by these rules, the procedure for council meetings, and any committee or subcommittee of the council, shall be guided by Robert's Rules of Order, newly revised.

Members of the council are encouraged to avoid invoking the finer points of parliamentary procedure found within Robert's Rules of Order when such points will obscure the issues before the council and confuse members of the public.

Whenever these rules and Robert's Rules of Order conflict, these rules shall govern. Whenever these rules and Robert's Rules of Order are silent on an issue or question, the Mayor, or presiding officer, shall decide the issue or question.

1.2 Quorum

A majority of the number of persons holding the office of council shall constitute a quorum as outlined in the charter. Vacancies in an office count towards determining a quorum.

In the event a quorum is not present, the members of the council present shall adjourn the meeting.

1.3 Presiding Officer

The Mayor shall preside over all meetings. The Mayor shall retain all rights and privileges of the office of the Mayor as set out in the city charter when acting in this capacity.

In the Mayor's absence, the council president shall preside over the meeting.

If both the Mayor and the council president are absent from the meeting, the following procedure shall be utilized to determine who is the presiding officer:

1. The city recorder shall call the council to order and call roll call.
2. The first order of business will be to elect a temporary presiding officer for the meeting by a vote of a majority vote of the quorum.
3. Should either the Mayor or the council president arrive, the temporary presiding officer shall relinquish control of the meeting immediately upon the conclusion of the item being discussed.
4. Any councilor acting as the presiding officer in this instance shall retain all rights and privileges of a member of the council.

1.4 Appointed Officers

A. The City Administrator serves as the chief administrative officer. The city administrator is required to attend all Council meetings and is permitted to participate in any discussion; however, the city administrator has no authority to cast a vote in any decision rendered by the Council. The city administrator shall act as parliamentarian and advise the presiding officer on questions of order.

B. The City Recorder serves as the clerk of the Council and is required to attend all meetings of the Council unless excused by the Mayor. The City Recorder is responsible for preparing meeting notices and for creating the official record of the meeting in compliance with Oregon Public Meeting Laws.

1.5 Agendas and Packets

The Mayor and City administrator meet regularly to review and schedule agenda items.

1. The presiding officer may change the agenda after the start of the meeting.
2. The City Administrator may change the agenda at any time prior to the start of the Meeting while maintaining compliance with all required public notice requirements.
3. No Council approval shall be required for an agenda of any meeting.
4. A packet including the agenda and supporting material will typically be available three business days prior to the meeting.

1.6 Order of Business

Regular Council meetings will generally include the following categories, unless the presiding officer or a majority of the Council changes the agenda as doing so appears to be in the best interest of the public. Any changes in the agenda will be announced by the presiding officer.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Mayor Comments
5. Agenda Review
6. Public Comment
7. Consent Agenda
8. Special Guests
9. Ordinance & Resolutions
10. Contracts
11. Council Action Items
12. Administrative Reports

13. Council Liaison Updates and Comments

14. Adjournment

1.7 Notice

The City Recorder shall provide notice of all meetings following ORS 192.640 and OAR 199-050-0040. Notices will include the date, time, location, and subjects of discussion.

Section 2 – Council Meetings

2.1 Regular Meeting

The Council shall meet every second Tuesday of each month, except on designated holidays and/or Council recesses.

1. Meetings shall begin at 6:00 p.m.
2. Meetings shall adjourn at 8:30 p.m., allowing up to two extensions of thirty minutes upon a majority vote of the quorum.

2.2 Special Meetings

The Mayor or City Administrator may schedule special meetings as needed to conduct City business. Special meetings are public meetings and shall be held and noticed in accordance with Oregon Public Meetings law.

2.3 Work Session

The Mayor or City Administrator may schedule work sessions as needed. Work sessions are generally scheduled on the fourth Tuesday of the month. Work sessions are intended for information gathering, staff presentations, or preliminary discussions. The Council cannot take formal or final action on any matters at a work session. Public Comment is not taken, unless determined by the presiding officer before the meeting. Public notices that meet ORS 192.640 & OAR 199-050-0040 will be done at least 48 hours in advance.

2.4 Emergency Meeting

The Mayor or City Administrator may call an emergency meeting of the City Council with less than 24 hour notice. Emergency meetings are public meetings shall be held and noticed per Oregon Public Meeting Law. The agenda and minutes of the meeting must describe the emergency and justify the notice being less than 24 hours. Only the emergency matter(s) are to be discussed and considered during the meeting.

2.5 Executive Sessions

The Mayor or City Administrator may call an executive session for any purpose authorized by ORS 192.660. Executive Sessions are generally held prior to or at the end of a regular or special

Council meeting. Executive Sessions are closed to the public, except recognized news media consistent with relevant state statutes, shall be allowed to attend most sessions. The City Council and staff in attendance shall not disclose to any person the content of any discussions in an executive session.

The Mayor, Councilors, City Administrator, and persons invited by the Mayor or City Administrator are allowed to attend. No elected official who declares an actual conflict of interest on a topic to be discussed in executive session shall remain in the room during the discussion.

No executive session may be held to take a final action or make a final decision. Decisions must be taken by a vote in an open session to allow the public to know the results of the discussions in executive session.

2.6 Retreats

Retreats and similar goal-setting sessions are a special type of work session that usually happen once a year. It is a more extended work session to review the city goals and work plan and discuss potential additions or amendments. The Mayor and Council can determine in advance whether any portion of the session will include public comment. All retreats and goal-setting sessions are public meetings and will be noticed and operated as such.

2.7 Meeting Location and Electronic Meetings

Meetings are held at the Ray Smith Chambers located at Coburg City Hall. The mayor or City Administrator may choose to have a meeting at an alternate location. All meetings will be held within the jurisdictional boundaries of the City of Coburg and be accessible to individuals with disabilities and meet all applicable Oregon Public Meetings law.

All meetings of the City Council are live-streamed on the City website, excluding executive sessions. If in-person testimony is allowed during the meeting during public comment or a public hearing, the public may provide oral or written testimony electronically by pre-registering with the City by 3 PM the day of the meeting.

2.8 Council Recess

The Charter permits the Council to take up to two recesses per calendar year when agreed upon by a majority vote. Depending on deadlines and workloads, August is typically designated as a month of recess for the Council and advisory committees.

2.9 Cancellation of meetings

The Charter permits the Mayor or the Council President to cancel any Council meeting due to an emergency or a lack of agenda items.

2.10 Attendance

Councilors should inform the Mayor, City Administrator, and City Recorder if unable to attend a Council meeting. The Mayor may excuse the attendance of a member of the Council at any meeting for illness, vacation, or other reasonable cause. The Mayor shall determine if an absence is unexcused. The absence of a member of the Council shall be recorded in the minutes as either excused or unexcused.

The Council may vote to vacate the office if a Councilor is absent from all Council meetings within 60 days or has four absences (excused or unexcused) from all Council meetings in 12 months by Charter.

Section 3 – Motions, Debate, Public Comment, and Voting

3.1 Motions

All motions shall be distinctly worded for the record.

1. If a motion does not receive a second, it dies.
2. The presiding officer will state the motion for the record with the name of the councilor who made the motion and the name of the councilor who seconded.
3. The council will discuss a motion only after it has been moved and seconded. (Nothing prevents general discussion or expression of opinions before a motion is made.)
4. A motion to amend can be made to a motion that is on the floor and has been seconded.
5. A motion may be withdrawn by the mover at any time without the consent of the council.
6. Amendments are voted on first, followed by the main motion if it is voted on as amended.
7. A call for the question is intended to close the debate on the main motion; does not require a second and is not debatable.
 - a. A call for the question fails without a majority vote.
 - b. Debate on the main subject resumes if the motion fails.
8. When the discussion is concluded the presiding officer restates the motion and calls for the vote.
9. The mayor only votes to break a tie.
10. The presider announces the results of the vote, indicating whether the motion has passed or failed.

3.2 Debate

The following rules shall govern the debate of any item the Council discusses.

1. Every Councilor desiring to speak shall address the presiding officer and, upon recognition by the presiding officer, shall confine him/herself to the question under debate, at all times acting and speaking in a respectful manner.
2. A member, once recognized, shall not be interrupted when speaking unless it is to be called to order.
3. The member of the council making the motion shall have the privilege of speaking first and also of closing the debate.

3.3 Public Comment & Public Hearings

The public is entitled to address the council on a matter of public concern. The council recognizes that public input into the governmental process is an invaluable aid to informed decision making. Therefore, it is the policy of the council that all citizens shall have the right to speak before the council on matters of public concern.

1. Each member has (3) three minutes to provide public comment unless extended by the presiding officer.
2. Public comment is limited to a maximum of 30 minutes unless extended by the presiding officer.
3. Each person desiring to give a public comment or testimony must sign with city recorder before the meeting is called to order. The presiding officer will call on individuals who have signed up. You will be ask to provide your name and the City you reside in.

4. Public comment is a time for comment; it is not a time for debate, nor is it a time for members of the public to ask questions of and receive answers from the council or city staff. The Mayor may direct follow-up on public comments to the City Administrator either in the meeting or at another time with a request for the City Administrator to report back to the Council as appropriate.

5. Flags, signs, posters, and placards are not permitted at city council meetings. Arm bands, emblems, badges, and other articles worn on personal clothing, so long as such items do not extend from the body in such a way to cause injury to another, are permitted.

Public hearings may be required for legislative, quasi-judicial, administrative, and land use matters. The City follows the process policies and all legal requirements in the ORS and Coburg Ordinances.

Public hearings may be required for legislative, quasi-judicial, administrative, and land use matters. The City follows the process policies and all legal requirements in the ORS and Coburg Ordinances.

3.4 Voting

The results of all votes, including ballots, will be recorded, including the vote of each councilor by name.

A vote passes with the majority of a quorum unless the Charter or Oregon Revised Statutes require a majority of the council.

Examples that require a Majority of Council:

1. Council to take a recess (charter)
2. Declaration of Mayor or Councilor vacancy (charter)
3. Adoption of Ordinance (charter)
4. Pro Tem appointment (charter)
5. Appoint or remove City (charter)
6. Motion relating to fee's or fines (ORS)
7. Budget (ORS)
8. Franchise Agreements (Charter & ORS)

3.5 Abstain

Every member present when a question is called shall vote either aye or no, unless the council, by unanimous consent, excuses a member for a special reason or unless a member has a conflict of interest under applicable law, in which case no permission is required. There shall be

no debate on such a request. If any member declines to vote, it will be noted on the record and will not be counted toward the number of votes (majority of council or quorum) to pass or reject the motion.

Section 6 – Liaison Roles and Responsibilities

Councilor Liaisons assignments are a mayor-appointed and are reviewed and potentially reassigned annually. The role is typically collaboratively discussed and determined each January/February and formally appointed in March of each year.

Definition of Liaison “Liaison”: a person who establishes and maintains communication for mutual understanding and cooperation (Merriam-Webster Dictionary)

- Serves as point of contact between the Committee and the Council
- Assists in communication between the Committee and the Council
- Non-voting, limited participation committee representative
- Opportunity to listen, learn, and gain context on issues and requests that will be presented for future Council decision-making.

Responsibilities of the Council Liaison:

1. Attend all meetings but is not a member of the committee.
2. Acts as a representative of the full Council to provide direction or guidance clearly supported by the Council.
3. If the committee asks for the Liaison’s opinion, the Liaison may state a **personal opinion** but should emphasize that they are speaking for themselves rather than the entire Council.
4. As requested or invited by the Committee Chair, Liaison may speak to remind the committee of the Council direction or City policies.
5. Shall not attempt to influence the work or recommendations of the committee.
 - a. Will not take part in any deliberations, votes or decisions.
 - b. Must not share or engage with information discussed in a quasi-judicial committee, e.g. Planning Commission.
6. Will share with Council any requests from the committee such as:
 - a. Questions raised by the Committee about scope of work or changes to the scope of work
 - b. Requests for expenditures or impact on city resources (money, staff time or supplies)
 - c. Requests to add items to Council agenda
7. The Council member liaison will regularly update Council on the work of the Committee.

Section 7 – Vacancies and Appointments

Mayor or councilor vacancies are outlined in the Charter and filled by appointment to serve the remainder of the term.

1. Declaration of vacancy requires a majority vote of the City Council.
2. Notices and recruitment will be posted for minimum of thirty (30) days.
3. Qualified candidates will be invited to a Council meeting.
4. Candidates will be welcomed and given (3) three minutes to introduce themselves and discuss why they are interested in serving on the council.
5. The presiding officer shall review the interview and appointment process with the candidates and audience. Candidates will draw a number to determine the order in which they will be interviewed.
6. Candidates will be requested to step out of the council chambers until the time of their interview so they will not gain an advantage by listening to the other candidates. They may remain in the audience after their presentation.
7. Interviews will be completed, and ballot cards containing the candidates names in alphabetical order will be distributed.
8. Each of the remaining members of the Council shall select one candidate and mark their ballot accordingly. If one candidate receives the majority of the votes of the remaining members of the Council, such candidate shall be appointed to fill the vacant position.
9. If no candidate receives a majority vote of the remaining members of the Council on the first ballot, the two candidates receiving the most votes will move to the next round.

If a tie in the first-place tie situation, all first-place candidates will go to the second round. If there is one first-place candidate and tied second-place candidates, then all first and second place candidates will be placed on the second ballot.
10. Councilors will be asked to select one of the candidates and write their name on the back of the original ballot. The candidate receiving a majority of the votes of the remaining members of the Council shall then be appointed to fill the vacancy.

Repeat the process in above if a third tie.

Section 8 – Ethics, Decorum, Outside Statements

Ethics. All members of the Council shall review and observe the requirements of state ethics law. In addition to complying with state ethics law, all members of the Council shall refrain from:

- A. Disclosing confidential information.
- B. Taking action that benefits special interest groups or persons at the expense of the city as a whole.
- C. Expressing an opinion contrary to the official position of the Council without so saying.
- D. Conducting themselves in a manner so as to bring discredit upon the government of the city.

Decorum. The presiding officer shall preserve decorum during meetings and shall decide all points of order, subject to appeal of the Council.

- B. Members of the Council shall preserve decorum during meetings, and shall not, by conversation or action, delay or interrupt the proceedings or refuse to obey the orders of the presiding officer or these rules.
- C. Members of the city staff and all other persons attending meetings shall observe the Council's rules of proceedings and adhere to the same standards of decorum as members of Council.

Statements to the Media and Other Organizations

- A. Representing City. If a member of the Council, to include the mayor, appears as a representative of the city before another governmental agency, the media or an organization to give a statement on an issue, the member may only state the official position of the city, as approved by a majority of the Council.
- B. Personal Opinions. If a member of the Council, including the mayor, appears in their personal capacity before another governmental agency, the media, or an organization to give a statement on an issue, the member must state they are expressing their own opinion and not that of the city before giving their statement.

Section 10 – Miscellaneous

10.1 Communication with Staff

Questions of city staff and/or requests for additional information that may take staff time in excess of fifteen minutes should be directed only to the City Administrator, who may respond directly or delegate to another staff member.

Materials supplied to a Council member regarding pertinent, urgent or critical issues that would be of interest to other Councilors will be made available to all members of the Council so that all have equal access to information.

Every effort should be made to limit disruption to the work of city staff. Council members should avoid making requests to staff members who are in meetings, on the phone, or engrossed in performing their job functions.

Council members should never express concerns about the performance of a city employee in public or to the employee directly. Comments about staff performance should only be made to the City Administrator through private correspondence or conversation.

City of Coburg Charter (1992)

§15: “The Council may adopt rules for the governance of its members and proceedings.”

§18: “The Mayor shall:

- (1) Preside over Council deliberations and preserve order;
- (2) Not vote except in the case of a tie;
- (3) Enforce the rules of the Council; and,
- (4) Determine the order of business under the Council rules.”

COBURG CITY COUNCIL RULES OF GOVERNANCE

1. MEETINGS - General

1.01 Regular Meetings

A. Regular meetings of the Coburg City Council (“the Council”) shall be on the second Tuesday of each month.

B. Except for special circumstances, as determined by the Mayor, these meetings shall begin at 7:00 p.m. and shall end when the agenda item being considered by the Council at 9:30 p.m. is concluded, unless the meeting time is extended by a majority of the Councilors present.

C. If a regular meeting date is on a legal or religious holiday, the City Administrator may schedule the meeting on an alternative date.

1.02 Special Meetings and Work Sessions

A. The City Administrator shall schedule a special meeting or work session when the Administrator determines such a meeting is needed to effectively carry out a Council directive or upon the request by the Mayor or four Councilors.

B. Special meetings and work sessions should be scheduled on the fourth Tuesday of the month, if practicable.

1.03 Executive Sessions

A. All meetings of the Coburg City Council shall be held in open session, except those meetings, or portions of meetings, that may be closed for purposes specified in ORS 192.610 to 192.690. These include the employment or dismissal of public employees, the performance evaluation of the City Administrator, labor negotiations, real property transactions negotiations, and consulting with legal counsel on pending or threatened litigation.

B. The City Administrator shall schedule an executive session when the Administrator

determines such a meeting is needed to effectively carry out a Council directive, upon the request by the Mayor, or upon request of the City Attorney.

C. No notes may be taken during an executive session. Any material distributed during an executive session shall be returned to the City Administrator prior to the end of the executive session.

D. The Mayor and City Councilors are expected to maintain the confidentiality of the information discussed in executive sessions to ensure that the City's position is not compromised. No mention of the information read or heard should be made to anyone other than other Councilors, the City Administrator or City Attorney.

1.04 Location of Meetings

A. Coburg City Council meetings shall be held within the jurisdictional boundaries of the City.

B. Retreats and training sessions may be held outside the City limits, if no deliberations toward a decision are made. Inter-jurisdictional meetings may be held outside City limits, but should be as close to Coburg as practical.

C. No City Council meeting shall be held at any place where discrimination on the basis of an individual's race, national origin, age, color, creed, sex, sexual orientation or disability is practiced.

1.05 Notice of Meetings

A. Advance notice of at least 24 hours shall be provided for all meetings. Notice shall include written notice to all news media which requested notice.

B. In the case of emergency or when a state of emergency has been declared, notice appropriate to the circumstances shall be provided and reasons justifying the lack of 24-hour notice shall be included in the minutes of such meeting.

C. Notice of executive sessions shall be given as required by state law and must state the specific provisions of law authorizing the session.

1.06 Public Hearings

A. Public hearings shall be held and noticed as required by State law and may be held for other items at the discretion of the Mayor or the City Administrator.

B. Persons wishing to speak shall sign up to speak prior to the commencement of the public hearing at which the person wishes to speak. The presiding officer shall inform the audience of the requirement to sign up prior to the commencement of a public hearing.

C. Each speaker will be limited to three minutes unless the presiding officer specifies a different time limit prior to the public hearing.

D. Councilors may ask clarifying or follow-up questions of the City Administrator. Questions posed by City Councilors should be to provide clarification or additional information about the testimony provided. The presiding officer should intervene if a Councilor is violating the spirit of this guideline.

1.07 Minutes

Written minutes shall be taken for all City Council meetings in accordance with the Oregon Attorney General's Public Records and Meetings Manual. The minutes must give a true reflection of the matters discussed but need not be a full transcript, verbatim or recording.

1.08 Voting

- A.** Section 18 of the City of Coburg Charter states that the Mayor only votes on matters before the Council in the case of a tie.
- B.** Section 20 of the Charter states that a Councilor may not abstain from voting unless the Councilor first explains, at the meeting, the reasons for so abstaining.
- C.** Councilors and the Mayor should explain the reason(s) they vote against a motion.

1.09 Presiding Officer

The Mayor shall preside over City Council meetings when present. The president of the Council shall preside if the Mayor is absent or unable to preside.

2. ROUTINE ITEMS ON A REGULAR MEETING AGENDA**2.01 Pledge of Allegiance**

At each regular meeting, the first item on the agenda shall be the Pledge of Allegiance.

2.02 Roll Call for Quorum

At the beginning of each regular meeting, the minutes recorder shall call the roll and announce either that a quorum is present or that no Council meeting can take place until a quorum has been assembled.

2.03 Citizen Testimony

- A.** Citizen Testimony shall be taken at every regular meeting
- B.** The time allotted for citizen testimony shall not exceed 60 minutes, unless a majority of Councilors present vote to extend the time.
- C.** Speakers will be limited to three minutes unless a majority of Councilors present to vote approves a different time allowance prior to the start of the Citizen Testimony agenda item.
- D.** Persons wishing to speak during the Citizen Testimony portion of a Council meeting must sign up to do so prior to the start of the Citizen Testimony agenda item. The presiding officer shall inform the audience of the requirement to sign up prior to the commencement of the Citizen Testimony agenda item.
- E.** During the Citizen Testimony item, members of the public may speak about any topic, except:
 - An item that is scheduled for a public hearing at that same meeting (the speaker shall wait until that public hearing);
 - An item that is not a public matter; or
 - An item that relates to a quasi-judicial land use matter that may or will be decided by the City Council.

F. Verbally abusive or slanderous comments will not be tolerated.

2.04 Response by City Council

- A.** At the end of the Citizen Testimony, each member of the Council shall have the opportunity to respond to comments made during the Citizen Testimony, acknowledge a speaker, to address a misrepresentation, or to ask the City Administrator for information.
- B.** Councilors shall confine his/her remarks to the subjects addressed in the Citizen Testimony. No discussion may occur during this agenda item.
- C.** The time allocated to each member of the Council for such responses shall be up to three minutes with additional rounds at the discretion of the presiding officer.

2.05 Consent Agenda

In order to expedite the Council's business, routine and standard items may be placed on the consent agenda. Any item on the consent agenda may be removed for separate consideration by any member of the Council. The remaining items on the consent agenda may then be considered for action by a single vote. The items pulled from the consent agenda shall be considered after the approval of the remainder of the consent agenda and before the next scheduled item on the main agenda.

2.06 Mayor Comments

A specific agenda item shall be included during which the Mayor may give special reports, make personal announcements, announce resignations and appointments, read proclamations, and advise Council and the public of any other matters or events of interest. If, prior to publication of the agenda, the Mayor has indicated that he/she has nothing to report, this item may be omitted from the agenda.

2.07 Councilor Comments

- A.** A specific agenda item shall be included during which individual Councilors may bring up items of interest or concern which have not been formally placed on the agenda.
- B.** Except for a motion to request Council support for use of City staff for a particular issue, no discussion or vote shall occur during Councilor Comments.
- C.** The time allocated to each member of the Council for such responses shall be up to three minutes with additional rounds at the discretion of the presiding officer.

3. PLACING OTHER ITEMS ON A MEETING AGENDA

3.01 Mayor/City Administrator

- A.** The Mayor may direct the City Administrator to place an item on a future agenda. This direction may be given as a result of a request or recommendation from the City Administrator.

3.02 Scheduling of Items on the Agenda

- A.** The City Administrator and Mayor shall decide the date that items come before Council.

B. The presiding officer may consider agenda items out of order as he/she deems necessary to facilitate the efficient management of the agenda.

C. If a Councilor wishes to have an item placed on the Agenda, the Councilor shall contact the Mayor or the City Administrator with the request. If the item is not placed on the next available Agenda, the Mayor and the City Administrator shall inform the Council of that decision at the next Meeting, and shall allow the Initiating Councilor to seek to add the item to the Agenda by a majority vote of the Council.

3.03 Business Items on the City Council Agenda

The City Administrator shall continue to place items of Council business on the City Council agenda, including, but not limited to ordinances, resolutions and public hearings.

4. MEETING PROCEDURES AND CONDUCT

4.01 Roberts Rules of Order

The Council has the obligation to be clear and simple in its procedures and in its consideration of the questions coming before it. Where appropriate to accomplish the Council's orderly consideration of matters, conduct at Council meetings is governed by Robert's Rules of Order, Revised. Council members shall avoid invoking the finer points of parliamentary rules which may serve only to obscure the issues.

4.02 Public Conduct

The presiding officer shall be responsible for ensuring order and decorum are maintained. Behavior or actions that are unreasonably loud or disruptive shall be cause for removal from Council meetings. This includes engaging in violent or distracting action, making loud or disruptive noise, using loud or disruptive language, or refusing to obey an order of the presiding officer.

4.03 Council Conduct

A. Councilors shall support the presiding officer in preserving order and decorum during Council meetings, and shall not themselves, by conversation or other action, delay or interrupt the proceedings or refuse to obey the orders of the presiding officer or these Rules of Governance.

B. Councilors shall, when addressing each other, City staff or members of the public, confine themselves to questions or issues then under discussion, shall not engage in personal attacks, shall not impugn the motives of any speaker, and shall at all times, while in session or otherwise, conduct themselves in a manner appropriate to the dignity of their office.

C. City Councilors shall work to keep the Council's discussion moving forward. A Councilor or the Mayor may call for a "process check" if the Council discussion appears to be regressing or bogged down.

D. When Councilors speak to each other during public meetings, last names shall be used (e.g., "Councilor Jones"). The Mayor is, however, always referred to as "The Mayor."

E. During public meetings, Councilors generally should not attempt to edit or rewrite prepared ordinances. Generally, Councilors should request changes to an ordinance through motions that direct the City Administrator to bring back amended ordinances for Council consideration at a later meeting.

F. If a member of the Council intends to make a motion at a meeting which is not reflected in the materials distributed by City staff, every effort should be made to contact other members of the Council and the City Administrator in advance of the meeting to inform them of the intent and the text of the motion. This contact should be limited to the initiating Councilor informing others of the Councilor's intent, and should not include a discussion of the merits of the intended action.

4.04 Councilor Discussions / Comments / Deliberations

Mayor and Councilor deliberations, discussions, response and comment times at Council meetings shall be as follows: the first round of comments by the Mayor and Council may be limited to no more than three minutes each. If any Councilor requests a second round for Councilor comments, the Mayor may limit those comments to no more than two minutes, and third round comments to no longer than one minute. This, however, will be at the discretion of the Mayor or presiding officer. Councilors who have no further comments during a round may pass.

4.05 Council Absences

Councilors and the Mayor should inform the City Administrator if they will be unable to attend any Council meeting and provide the reason for the absence. If the Mayor is unable to attend any Council meeting, the Mayor will also inform the Council President.

5. COMMUNICATION WITH CITY STAFF

5.01 Fifteen Minute Rule

A. If the Mayor or a Councilor wishes to request information or assistance from City staff, the request must be directed to the City Administrator. If the City Administrator determines that the request will require fifteen or fewer minutes of City staff time, the Administrator will assign the matter to the appropriate staff. If the request will take more than fifteen minutes of staff time, the Mayor or a Councilor must obtain the support of a majority of the Council before the Administrator may proceed with the request. A motion to request Council support for use of City staff is an appropriate item to be addressed during the "Council Comments" portion of a regular meeting.

B. If the proposed use of staff time is not approved by a majority of the Council, it may not be proposed again for 6 months.

5.02 Separation Between Policy Making and Administration

City Councilors shall respect the separation between policy making and administration by adhering to the policy of noninterference in the administration of day-to-day City business,

which is directed by the City Administrator in consultation with the Mayor. Councilors shall, at all times, refrain from actions that would undermine the administrative authority of the City Administrator or department heads.

6. REPRESENTING CITY POSITIONS AND PERSONAL POSITIONS

In written communication with other officials, governments, officials or groups and in letters for publication, such as “to the editor,” the Mayor and Councilors should be careful to decide whether to write on behalf of only themselves or for the Council.

When there is a Council position which the writer wishes to reinforce or explain on behalf of the Council, a copy should be circulated to the Council for comment before the letter is mailed or submitted.

When writing or speaking as an individual, a Councilor or the Mayor is free to take any position which he or she feels is appropriate. When it is a point of view different from a Council majority position, this fact should be included in the letter.

A Councilor or the Mayor in disagreement with an adopted policy should not be deprived of the right to express such views at another time and another place. However, the Councilor or the Mayor should feel bound to advise those to whom such disagreement is expressed that the disagreement is an individual view and that the Council majority has taken a different position.

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Street Fund Grant Application Request

Resolution 2025-06 Authorizing the City to seek State Transportation Funds through the 2025 Small City Allotment Grant Program

Meeting Date	Staff Contact	Email
April 8, 2024	Adam Hanks, City Administrator Brian Harmon, PW Director	Adam.Hanks@CoburgOregon.gov Brian.Harmon@CoburgOregon.gov

SUMMARY AND REQUESTED COUNCIL ACTION

It is the administrative polity and operating norm to seek formal Council approval for grant applications greater than \$10,000 in funding potential. Resolution 2025-07 provides formal approval to submit a grant application seeking Oregon Department of Transportation (ODOT) funding for street improvements utilizing the ODOT Small Cities Allotment (SCA) program designed for Oregon local jurisdictions with a population less than 5,000.

Suggested Motion

I move to approve Resolution 2025-06, a resolution authorizing the City to seek state transportation funds through the 2025 Small City Allotment Grant Program.

BACKGROUND

The City of Coburg has previously had success and value from this ODOT grant program, recently assisting with \$250,000 of funding for the N Willamette/E Macy/N Harrison Street street reconstruction project and several years prior with a similar funding assistance to the McKenzie Street Reconstruction project.

The ODOT SDA program is an annual allocation of state funds for local transportation projects. Cities with populations of 5,000 or less can apply to this competitive award process. Funding is available for project that meet the following:

- Streets are not part of the State Highway System
- Project streets are inadequate for the capacity the streets serve
- Project streets are in a condition that is detrimental to safety.

City Staff has identified three street segments that meet the funding criteria. The draft resolution is structured to provide Council approval for an application for one of the three streets listed below.

- 1) North Harrison Street (Pearl St to McKenzie St)
- 2) Skinner Street (Pearl St to McKenzie St)
- 3) Skinner Street (Pearl St to Delaney St)

Staff intends to complete final street evaluations and project cost estimates with the City's contract Engineers (Branch Engineering) to determine the street section that has the greatest opportunity for grant award and also meet but not exceed the maximum grant award amount of \$250,000 which avoids the need to utilize local Street Funds to contribute to the project cost.

RECOMMENDATION

Staff recommends Council approval of the attached resolution authorizing grant application to the 2025 ODOT SCA program.

BUDGET / FINANCIAL IMPACT

City Administration staff time and Branch Engineering technical assistance are both budgetary impacts in the development of the grant application, with "hard dollar" expenses less than \$5,000 for the initial grant required evaluation and preliminary project design and cost estimate. Should the grant be awarded, all final design, engineering, project management and construction costs will be funded locally and be fully reimbursed through the SCA grant program.

PUBLIC INVOLVEMENT

The selection of streets has been informed through prior pavement management scoring and evaluation that was a component of prior street funding discussions, including with the 2021 Transportation Utility Fee (TUF). No specific public involvement has been done in the selection of the list of three streets to finalize the grant application project.

NEXT STEPS

Upon Council approval, staff will coordinate with Branch Engineering to complete the preliminary design and cost estimating and prepare and submit a complete grant application to the SCA program for consideration. Should the grant be awarded, staff will bring the contract agreement forward to Council for final review and acceptance, at which time the project will be incorporated into the FY27 CIP and budget.

ATTACHMENTS

1. Draft Resolution 2025-06 Resolution Authorizing 2025 ODOT SCA Grant Application

RESOLUTION 2025-07

A RESOLUTION AUTHORIZING THE CITY TO SEEK STATE TRANSPORTATION FUNDS THROUGH THE 2025 SMALL CITY ALLOTMENT GRANT PROGRAM

WHEREAS, Under the provisions of ORS 366.800 and 366.805, there has been withdrawn from state highway funds appropriated for allocation to the small cities of the State of Oregon. As provided in ORS 366.805, said sums have been set up in a separate account to be administrated by the Oregon Transportation Commission and to be allotted each year by said commission to be spent within cities of 5,000 or fewer persons, upon streets not a part of the state highway system that are inadequate for the capacity they serve, or are in a condition detrimental to safety. No one project can receive more than \$250,000;

WHEREAS, the City of Coburg is an incorporated City of the State of Oregon and has a population of less than 5,000 as given by the latest official federal census;

WHEREAS, The following local streets meets the conditions required in ORS 366.805.

- 1) North Harrison Street (Pearl St to McKenzie St)
- 2) Skinner Street (Pearl St to McKenzie St)
- 3) Skinner Street (Pearl St to Delaney St)

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

1. That the aforementioned named streets of Coburg are inadequate for the capacity it serves and is in a condition detrimental to safety.
2. That said streets in Coburg is in need of repair, reconstruction, or other major improvement.
3. That said streets are not a part of the state highway system, and is under the jurisdiction and control of the City.
4. That the Oregon Transportation Commission hereby is respectfully requested to consider and declare one of the above noted streets as qualified for reconstruction, repair, or other improvements out of funds allocated and made available by and through the said appropriation of revenues which is to be administered and spent by the Transportation Commission.
5. That the City of Coburg does hereby offer to Transportation Commission and does hereby pledge complete cooperation and assistance to the end, that Coburg may share and participate in the use and benefit of said special fund and appropriation; and therefore

does designate the City Administrator as the official representative of the City in all negotiations resulting from this request.

6. This Resolution is effective immediately upon passage.

Adopted by the **City Council** of the **City of Coburg**, Oregon, by a vote of ___ for and ___ against, this 8th day of April, 2025.

Nancy Bell, Mayor

ATTEST: _____
Sammy L. Egbert, City Recorder

Proposed Revenue Enhancements



April 15, 2025

Parks, Open Spaces and Street Tree Fees

The Coburg City Council recently conducted a review of potential new revenue options to address rising operational costs to maintain existing levels of service across all of the City's operations and programs.

Phase One of the review resulted in rate adjustments for the water, wastewater and transportation (streets) utilities. These rate increases are critical in stabilizing the fund balances that ensure the ability to maintain, repair and improve the infrastructure of each of the three utilities now and into the future. See attached for recent utility rate adjustment information.

Phase Two of the review has recently been completed and focused on services and programs in the City's General Fund, primarily Police, Parks, Planning, Municipal Court and City Administration.

Council has focused its revenue enhancement on the creation of a new Parks and Open Space Fee, as well as an increase to the existing Tree Fee. These fees are planned to be formally reviewed by Council and potentially be approved and implemented In July of 2025.

Parks and Open Space Fee (\$5.00 per month)

The proposed Parks and Open Space fee of \$5.00 per month will be dedicated to augment the existing limited general fund revenues to maintain the City's current park and open space land as well as the already expanded future park lands and improvements (Pavilion expansion with restroom and Coburg Creek new park development)

Tree Fee Increase (From \$2 to \$4 per month)

The \$2 per month Tree Fee has not been adjusted since initially approved in 2007 and no longer covers costs associated with maintenance and removal of the impressive (and aging) street trees the City is responsible for maintaining. The proposed increase of \$2 improves the ability to better care for and mitigate risks associated with the City's street tree inventory.

What will this mean for my bill?

	New Monthly Fees	Annual Total	Annual Revenue
Parks and Open Space Fee	\$5.00	\$60.00	\$38,400
Tree Fee (\$4 total)	\$2.00	\$24.00	\$15,360
New Total:	\$7.00	\$84.00	\$53,760

City Council and Staff are fully aware of the increasing costs Coburg residents and businesses are experiencing. Municipal services are impacted by these same economic conditions. Council strives to maintain existing service levels for the parks and street tree system with operational efficiency coupled with adequate revenues to meet community expectations. For more information on Revenue Options and Analysis, scan here.

2025 Utility Rate Adjustments

Coburg Utility Bills

At its December meeting, the Coburg City Council unanimously approved adjustments to the current water, sewer and transportation utility fees (TUF), in order to maintain necessary funding levels for increased operations, maintenance and capital costs to the community's utility systems.

Utility rates will be increasing on February 1st, 2025, however you will not see those increases until the February billing goes out in March.

What will this mean for my bill?

The February rate increase includes a 4% water rate increase, a 6% wastewater rate increase, and a 4.9% transportation utility fee (TUF) increase. For a typical, low to moderate water use residential customer, the total increase amounts to just over eight dollars (\$8.02).

	Previous Rate	New Rate
Water	\$59.36	\$61.73
Wastewater	\$88.43	\$93.74
Transportation Fee	\$7.00	\$7.34
Tree Fee (no change)	\$2.00	\$2.00
New Total:	\$156.79	\$164.81

City Council and Staff are fully aware of the increasing costs Coburg utility customers experience in their household and business budgets. Municipal services are impacted by these same economic conditions and the price (rates) charged for City utility services must be adjusted to maintain, repair and improve/replace the community's utility systems.

Each utility the City owns and operates for the community is managed as a separate "business unit" with revenues and expenses for each (water, sewer, streets) independently tracked and not able to be moved from one to the other.

Property taxes do not fund utility operations as they are legally required to fund general services like Public Safety (police), Parks, Planning & Building, Municipal Court, Finance, etc.

Both Council and City staff place a high priority on meeting and exceeding both regulatory requirements and the community's expectations in the following:

- Producing and delivering clean water to the community
- Collecting, treating and safely returning wastewater to the environment
- Maintaining a safe pedestrian and vehicle transportation system (streets, sidewalks and storm drainage)





COUNCIL MEMO

MEETING DATE: April 8th, 2025

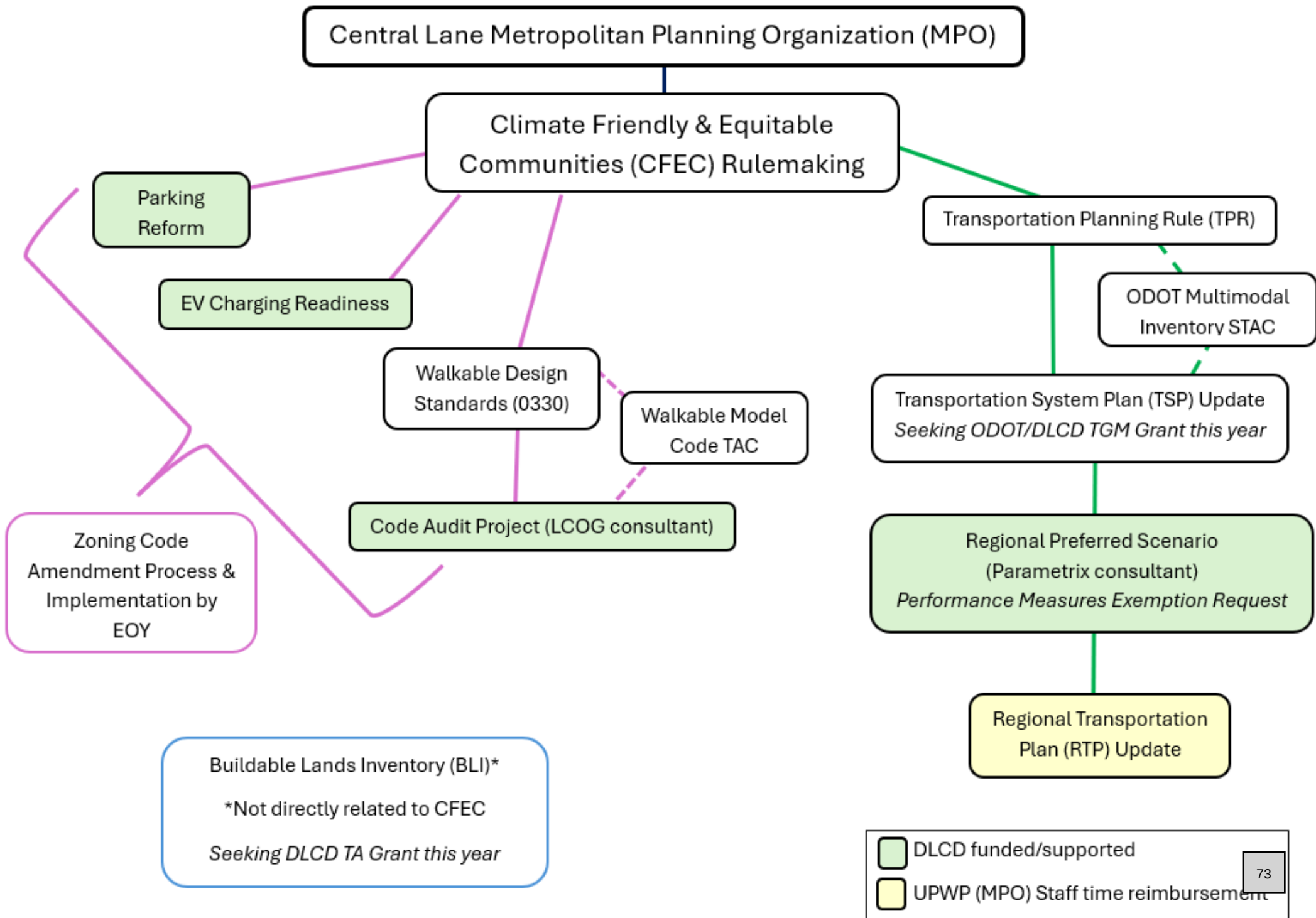
STAFF: Megan Winner, Planning Director

Long Range Planning Overview

Staff are currently working on a variety of long range planning items to align and comply with local, regional, state and federal requirements. Several of the workplan items are related to Coburg's inclusion in the Central Lane Metropolitan Planning Organization (CLMPO) and the state's Climate Friendly and Equitable Communities (CFEC) rulemaking, while others are more local initiatives.

- Climate Friendly & Equitable Communities Rulemaking
 - Regional Preferred Scenario Planning
 - Parking Reform
 - Walkable Design Standards (0330)
 - Transportation System Plan (TSP) update
 - TSP Assessment (ODOT & DLCD)
 - Multimodal State Technical Advisory Committee (MM STAC)
- Regional Transportation Plan (RTP) & Congestion Management Process (CMP) Update
 - RTP serves as type of repository for projects from local TSPs
 - Federally required to update every four years as part of CLMPO
- Buildable Lands Inventory (BLI)
 - City applied but was not awarded grant for this project last year. We plan to apply to the Technical Assistance (TA) grant program again this year.
- FEMA BiOp Pre-Implementation Compliance Measures (PICM)
 - An injunction was filed against FEMA because of the plan's alleged legal deficiencies. The case has been moved to Oregon where environmental groups previously filed a still pending suit to compel FEMA to implement that same Biological Opinion. NFIP participating communities are still to implement the chosen short-term measure but much unclarity still exists.

At the March 19th Planning Commission meeting, staff presented an overview of long range planning tasks, how they are interrelated, funding sources and the role of the Planning Commission for these items in the foreseeable future (see reverse for overview chart). LCOG will present the code audit project and ask for Planning Commission feedback on potential code amendments to comply with design standard requirements at the April meeting. City Council can expect recommendations from Planning Commission on code amendments later this year.





Climate-Friendly and Equitable Communities Rules

Oregon is not meeting its goals to reduce climate pollution. While some sectors have made significant progress, transportation-related climate pollution has increased. If current trends continue, Oregon will come nowhere near to meeting Oregon's legislative policy of reducing pollution 75% below 1990 levels by 2050.

Transportation accounts for roughly 38% of Oregon's climate pollution. In 2020, the Oregon Land Conservation and Development Commission directed the Department of Land Conservation and Development to draft updates Oregon's [transportation and housing planning](#) rules, helped with a rulemaking advisory committee. After two years of extensive community engagement, the commission adopted rules updates in 2022. Those rules will be implemented over the next several years.

There are many benefits to reducing greenhouse gas pollution, including better health outcomes, cleaner air and more choices for Oregonians on how to get to places they want to go.

The rulemaking significantly strengthens Oregon's rules about transportation and housing planning, particularly in the eight areas with populations over 50,000 people (Albany, Bend, Corvallis, Eugene/Springfield, Grants Pass, Medford/Ashland, Portland Metro, Salem/Keizer). Rules do not change for communities outside those areas.

Oregon is committed to increasing equity. Our state has a long history of discrimination and racism, including in our land use and transportation planning decisions. Rulemaking focuses on reducing pollution while also increasing housing and transportation choices and creating [more equitable outcomes](#) for all Oregonians.

Reducing driving is one of the most important ways to reduce pollution. Communities can reduce the number and length of driving trips by bringing land uses closer together, increasing the walkability of the built environment, and mixing land uses. When done well, this gives Oregonians more choices to take public transit, bike, or walk to get around.

Oregon's planning system is a partnership between state and local governments. State law and rules direct how local governments develop comprehensive plans, including land use and transportation elements. In order to meet Oregon's pollution reduction goals, land use and transportation plans will have to change significantly. We know:

- Most new development will need to be in neighborhoods where shopping, employment, parks and housing are in closer proximity. These include city and town centers, neighborhoods close to centers and services, and along corridors with good transit service.
- Public investments in transportation need to be shifted toward increasing transportation options - making walking, cycling, and transit safer and more convenient.
- Plans for our transportation systems, at every stage, need to be focused less on ensuring motor vehicle mobility, and more on providing people with access to services and destinations.
- Our policies and how we enact them need to ensure the needs of all Oregonians, including historically marginalized populations, are met in an equitable and inclusive way.

The rules will help guide communities toward these outcomes.

Questions?

Evan Manvel, evan.manvel@dlcd.oregon.gov

Cody Meyer, cody.meyer@dlcd.oregon.gov

www.oregon.gov/lcd/CL/Pages/CFEC.aspx



Courtesy Signline



Rulemaking Adoption and Implementation Schedule

September 2020 – Rulemaking initiated

November 2020 - May 2022 – Rulemaking advisory committee meetings

Spring and Fall 2021 – Community conversations held in the metropolitan areas (virtually) as part of extensive engagement efforts

Fall/Winter 2021 – Draft rules reviewed by LCDC, the rulemaking advisory committee, local governments, and technical work groups

Spring/Summer 2022 – Amended rules adopted by LCDC

August 17, 2022 – Permanent rules became effective

2022 through 2029 – Communities include transportation plan changes as they update their plans

2023 – Communities implement parking reform and electric vehicle conduit rules

2024 – Fifteen communities designate and zone areas to allow more climate-friendly development

2024-2025 – Salem-Keizer and Eugene-Springfield create regional plans to meet pollution reduction goals



Rulemaking Advisory Committee

Item 10.

Aimeé Okotie-Oyekan, NAACP Eugene/Springfield Unit #1119

Alex Georgevitch, City of Medford Public Works

Alma Flores, REACH CDC

Ariel Nelson, League of Oregon Cities

Bandana Shrestha, AARP Oregon

Bill Graupp, Oregon School Board

Bradley Clark, City of Grants Pass

Candice Jimenez, Northwest Portland Area Indian Health Board

Cassie Lacy, City of Bend

Ellen Miller, Oregon Home Builders Association

Emma Newman, City of Springfield

Francisco Ibarra, Portland State University

Jairaj Singh, Unite Oregon

Jana Jarvis, Oregon Trucking Association

Julie Warncke, City of Salem

Kaitlin La Bonte Oregon Chapter of the American Planning Association

Kari Schlosshauer, National Safe Routes to School Partnership

Ken Anderton, Single Parent Community Member

Kyle Macadam, Oregon Realtors

LaQuida Landford, Homelessness Research & Action Collaborative, PSU

Lee Helfend, OPAL Environmental Justice Oregon

LeeAnn O'Neill, Allyship in Action and Bend Bikes

Mallorie Roberts, Association of Oregon Counties

Margi Bradway, Metro

Mari Valencia Aguilar, Washington County

Mary Kyle McCurdy, 1000 Friends of Oregon

Michael Szporluk, Disability Consultant

Nancy Evenson, Corvallis Sustainability Coalition

Noel Johnson, Oregon Smart Growth

Oriana Magnera, Verde

Paige West, Rogue Valley Transportation District

Paul Bilotta, City of Corvallis

Rebecca Descombes, Native American Youth and Family Center

Rob Inerfeld, City of Eugene

Ron Irish, City of Albany

Sarah Adams-Schoen, University of Oregon

Shane Witham, City of Keizer

Simeon Jacob, Asian Pacific American Network of Oregon

Vivek Shandas, Portland State University

Zack Geary, City of McMinnville



**City of Coburg
Balances
FY 2025
As of 2/28/2025**

Cash Balances

	FY 2025 Actual	FY 2024 Actual	EOY FY 2024
General Fund	884,600	728,701	535,740
Street Fund	686,307	1,499,032	1,422,383
Water Fund	2,243,331	1,706,860	1,817,758
Sewer Fund	1,547,964	1,417,779	1,519,650
Total Cash	5,362,203	5,352,372	5,295,530

Fund Balances

	FY 2025 Actual	FY 2025 Budget	FY 2024 Actual	EOY FY 2024
General Fund	345,751	438,204	695,349	403,179
Street Fund	715,788	404,077	1,506,785	1,443,651
Water Fund	2,702,130	1,503,020	1,463,195	2,238,893
Sewer Fund	1,096,202	1,120,423	1,541,371	1,668,411
Total Fund Balance	4,859,871	3,465,724	5,206,700	5,754,134

Interest Earnings Summary

Balance in Banks:	Cash	Percent in account	Interest Rate
Local Government Investment Pool	4,263,014	80%	5.20%
Key Bank	1,099,189	20%	0.00%
Total Cash	5,362,203	100%	



**City of Coburg
Fund Statements
City Wide
FY 2025
As of 2/28/2025**

Revenues:

	FY 2025 Actual	Budget	
Taxes and Assessments	1,036,833	1,160,000	89%
Intergovernmental	113,980	546,000	21%
Franchise Fees	184,029	279,300	66%
Licenses, Permits & Fees	59,410	141,000	42%
Fines and Forfeitures	53,265	100,500	53%
Investment Revenue	66,289	93,000	71%
Grants and Donations	100	355,000	0%
Charges for Services	1,459,250	2,019,100	72%
Charges for Services -SDC	307,805	369,500	83%
Other Revenue	21,186	31,500	67%
Bond Proceeds	252,935	1,200,000	21%
Transfer In	83,336	125,000	67%
Total Revenue	3,638,419	6,419,900	57%

FY 2024

Actual	EOY
1,000,563	1,134,813
110,068	569,826
139,232	255,240
84,901	144,496
56,034	81,836
67,189	110,696
-	261,067
1,489,039	2,098,309
318,938	620,239
8,792	37,430
1,967,688	2,757,969
693,234	1,039,851
5,935,678	9,111,772

Operating Expenditures:

Personnel Services	1,325,924	1,996,100	66%
Materials and Services	868,021	1,313,000	66%
Debt Service	850,056	1,133,330	75%
Capital Outlay	1,405,347	3,621,000	39%
Transfers Out	83,336	125,000	67%
Contingencies	-	500,000	0%
Total Expenditure	4,532,683	8,688,430	52%

1,287,880	2,100,984
882,145	1,491,470
847,425	1,136,532
1,228,733	2,280,913
693,234	1,039,851
-	-
4,939,417	8,049,750

Net Change	(894,264)	(2,268,530)	39%
Fund Balance - June 30,	5,754,134	5,734,254	100%
Fund Balance	4,859,871	3,465,724	140%

996,261	1,062,022
4,210,439	4,692,112
5,206,700	5,754,134



City of Coburg
Fund Statements
General Fund
FY 2025
As of 2/28/2025

	FY 2025			FY 2024	
	Actual YTD	Budget	% of B to A	Actual YTD	EOY
Revenues:					
Taxes and Assessments	985,178	996,000	99%	895,766	978,521
Intergovernmental	33,906	61,000	56%	37,337	85,249
Franchise Fees	184,029	279,300	66%	139,232	255,240
Licenses, Permits & Fees	59,410	141,000	42%	84,901	144,496
Fines and Forfeitures	53,265	100,500	53%	56,034	81,836
Investment Revenue	1,130	15,000	8%	10,700	13,714
Grants and Donations	100	355,000	0%	-	261,067
Charges for Services	64,199	108,600	59%	120,866	89,083
Charges for Services -SDC	65,791	83,000	79%	72,383	138,439
Other Revenue	8,786	15,500	57%	7,630	12,872
Transfer In - Admin Fee	83,336	125,000	67%	693,234	1,039,851
Total Revenue	1,539,130	2,279,900	68%	2,118,083	3,100,370
Expenditures					
Administration Department	386,330	531,790	73%	559,561	856,904
Facility Management Department	93,657	99,500	94%	61,653	111,110
Planning Department	123,327	213,870	58%	118,665	190,717
Police Department	524,399	866,650	61%	492,607	849,857
Municipal Court	101,803	171,290	59%	86,456	145,882
Economic Development	29,537	47,000	63%	12,954	49,235
Parks (Public Works)	330,379	344,380	96%	518,365	915,469
Debt Service:					
Principal	-	15,000	0%	-	15,000
Interest	7,125	14,250	50%	-	14,700
Contingency	-	50,000	0%	-	-
Total Expenditures	1,596,558	2,353,730	68%	1,850,261	3,148,874
Net Change	(57,428)	(73,830)	78%	267,822	(48,504)
Fund Balance - June 30,	403,179	512,034	79%	427,527	451,683
Fund Balance	345,751	438,204	79%	695,349	403,179
Fund Balance:					
Restricted for Park SDC	341,740				275,948
Unappropriated Ending Fund Balance	4,012				127,230
Fund Balance	345,751				403,179



**City of Coburg
Fund Statements
Street Fund
FY 2025
As of 2/28/2025**

	FY 2025			FY 2024	
	Actual	Budget	% of B to A	Actual	EOY
Revenues:					
Taxes and Assessments	37,405	150,000	25%	104,797	156,292
Intergovernmental	80,074	110,000	73%	72,731	109,577
Investment Revenue	4,679	10,000	47%	6,038	10,382
Grants and Donations	-	-	N/A	-	-
Charges for Services	108,679	163,500	66%	108,421	162,996
Charges for Services -SDC	75,914	80,000	95%	94,240	168,362
Other Revenue	403	15,000	3%	257	4,456
Bond Proceeds	-	-	N/A	748,348	748,348
Total Revenue	307,156	528,500	0%	1,134,832	1,360,412
Expenditures					
Administration Department	56,935	74,930	76%	141,235	208,995
Public Works Department	138,946	251,430	55%	10,110	-
Capital	708,074	1,050,000	67%	153,301	352,034
Transfer Out	16,664	25,000	67%	102,311	153,467
Debt Service:					
Principal	92,523	92,530	100%	92,060	92,060
Interest	21,877	21,900	100%	22,340	22,340
Contingency	-	50,000	0%	-	-
Total Expenditures	1,035,019	1,565,790	66%	521,357	828,896
Net Change	(727,863)	(1,037,290)	70%	613,475	531,516
Fund Balance - June 30,	1,443,651	1,441,367	100%	893,310	912,135
Fund Balance	715,788	404,077	177%	1,506,785	1,443,651
Fund Balance:					
Restricted for Street SDC	880,438				804,524
Reserve for Tree Maintenance	-				-
Unappropriated Ending Fund Balance	(164,650)				639,127
Fund Balance	715,788				1,443,651



**City of Coburg
Fund Statements
Water Fund
FY 2025
As of 2/28/2025**

	FY 2025			FY 2024	
	Actual	Budget	% of B to A	Actual	EOY
Revenues:					
Investment Revenue	54,985	65,000	85%	49,537	85,177
Grants and Donations	-	-	N/A	-	-
Charges for Services	703,440	896,000	79%	644,735	916,250
Charges for Services -SDC	65,627	76,500	86%	64,177	135,623
Other Revenue	4,621	-	N/A	648	10,192
Bond Proceeds	252,935	1,200,000	21%	1,219,340	2,009,621
Total Revenue	1,081,609	2,237,500	48%	1,978,437	3,156,862
Expenditures					
Administration Department	69,755	72,930	96%	92,940	251,473
Public Works Department	217,807	296,770	73%	14,711	56,440
Capital	295,074	2,140,000	14%	840,697	1,226,576
Transfer Out	33,336	50,000	67%	303,222	454,833
Debt Service:					
Principal	-	80,000	0%	-	75,000
Interest	2,400	4,800	50%	6,522	7,050
Contingency	-	200,000	0%	-	-
Total Expenditures	618,372	2,844,500	22%	1,258,092	2,071,372
Net Change	463,236	(607,000)	-76%	720,345	1,085,490
Fund Balance - June 30,	2,238,893	2,110,020	106%	742,850	1,153,403
Fund Balance	2,702,130	1,503,020	180%	1,463,195	2,238,893
Fund Balance:					
Restricted for Water SDC	65,627				-
Unappropriated Ending Fund Balance	2,636,503				2,238,893
Fund Balance	2,702,130				2,238,893



**City of Coburg
Fund Statements
Sewer Fund
FY 2025
As of 2/28/2025**

	FY 2025			FY 2024	
	Actual	Budget	% of B to A	Actual	EOY
Revenues:					
Taxes and Assessments	14,250	14,000	102%	-	-
Intergovernmental	-	375,000	0%	-	375,000
Investment Revenue	5,495	3,000	183%	914	1,423
Grants and Donations	-	-	N/A	-	-
Charges for Services	582,932	851,000	68%	615,017	929,980
Charges for Services -SDC	100,473	130,000	77%	88,138	177,815
Other Revenue	7,376	1,000	738%	257	9,910
Bond Proceeds	-	-	N/A	-	-
Total Revenue	710,526	1,374,000	52%	704,326	1,494,128
Expenditures					
Administration Department	52,095	49,140	106%	197,718	258,532
Public Works Department	312,486	515,420	61%	-	8,771
Capital	158,687	205,000	77%	97,785	391,372
Transfer Out	33,336	50,000	67%	287,701	431,551
Debt Service:					
Principal	549,900	644,900	85%	626,522	721,522
Interest	176,231	259,950	68%	99,981	188,860
Contingency	-	200,000	0%	-	-
Total Expenditures	1,282,735	1,924,410	67%	1,309,707	2,000,608
Net Change	(572,209)	(550,410)	104%	(605,381)	(506,480)
Fund Balance - June 30,	1,668,411	1,670,833	100%	2,146,752	2,174,891
Fund Balance	1,096,202	1,120,423	98%	1,541,371	1,668,411
Fund Balance:					
Restricted for Wastewater SDC	1,508,652				1,408,179
Unappropriated Ending Fund Balance	(412,450)				260,232
Fund Balance	1,096,202				1,668,411



City of Coburg
Department Summary of Expenditures by Fund
FY 2025
As of 2/28/2025
Target 66%

	FY 2025			FY 2024	
	Actual YTD	Budget	% of B to A	Actual YTD	EOY
<u>General Fund</u>					
Administration Department					
Personnel Services	214,938	279,590	76.88%	383,658	609,098
Material and Services	171,392	252,200	67.96%	175,903	247,806
Total Administration Department	386,330	531,790	72.65%	559,561	856,904
Facility Management Department					
Material and Services	93,657	84,500	110.84%	61,653	100,807
Capital	-	15,000	0.00%	-	10,303
Total Facility	93,657	99,500	94.13%	61,653	111,110
Public Works Administration					
Personnel Services	64,284	106,980	60.09%	388,426	627,582
Material and Services	587	-	N/A	-	-
Total Public Works	64,871	106,980	60.64%	388,426	627,582
Planning Department					
Personnel Services	51,794	84,370	61.39%	47,030	77,524
Material and Services	71,533	129,500	55.24%	71,635	113,193
Total Planning Department	123,327	213,870	57.66%	118,665	190,717
Police Department					
Personnel Services	451,620	706,150	63.96%	395,912	666,190
Material and Services	72,779	154,500	47.11%	80,567	156,605
Capital Outlay	-	6,000	0.00%	16,128	27,062
Total Police Department	524,399	866,650	60.51%	492,607	849,857
Municipal Court					
Personnel Services	83,456	129,990	64.20%	72,614	120,350
Material and Services	18,347	41,300	44.42%	13,842	25,532
Total Municipal Court	101,803	171,290	59.43%	86,456	145,882
Economic Development					
Personnel Services	-	-	N/A	240	240
Material and Services	29,537	47,000	62.85%	12,714	48,995
Total Economic Department	29,537	47,000	62.85%	12,954	49,235



City of Coburg
Department Summary of Expenditures by Fund
FY 2025
As of 2/28/2025
Target 66%

	FY 2025			FY 2024	
	Actual YTD	Budget	% of B to A	Actual YTD	EOY
Park					
Material and Services	21,997	32,400	67.89%	9,117	14,321
Capital	243,512	205,000	118.79%	120,822	273,566
Total Park	265,509	237,400	111.84%	129,939	287,887
Debt Service:					
Principal	-	15,000	0.00%	-	15,000
Interest	7,125	14,250	50.00%	-	14,700
Total Debt	7,125	29,250	24.36%	-	29,700
Total General Fund Expenditures	1,596,558	2,303,730	69.30%	1,850,261	3,148,874



City of Coburg
Department Summary of Expenditures by Fund
FY 2025
As of 2/28/2025
Target 66%

	FY 2025			FY 2024	
	Actual YTD	Budget	% of B to A	Actual YTD	EOY
<u>Street Fund</u>					
Administration Department					
Personnel Services	56,785	69,930	81.20%	-	-
Material and Services	149	9,500	1.57%	141,235	208,995
Total Administration Department	56,935	79,430	71.68%	141,235	208,995
Public Works Administration					
Personnel Services	76,517	133,930	57.13%	-	-
Material and Services	62,429	113,000	55.25%	10,110	
Total Public Works	138,946	246,930	56.27%	10,110	-
Capital	708,074	1,050,000	67.44%	153,301	352,034
Transfer Out	16,664	25,000	66.66%	102,311	153,467
Debt Service:					
Principal	92,523	92,530	99.99%	92,060	92,060
Interest	21,877	21,900	99.90%	22,340	22,340
Total Debt	114,400	114,430	99.97%	114,400	114,400
Total Street Fund Expenditures	1,035,019	1,515,790	68.28%	521,357	828,896



City of Coburg
Department Summary of Expenditures by Fund
FY 2025
As of 2/28/2025
Target 66%

	FY 2025			FY 2024	
	Actual YTD	Budget	% of B to A	Actual YTD	EOY
<u>Water Fund</u>					
Administration Department					
Personnel Services	67,491	69,930	96.51%		
Material and Services	2,264	3,000	75.46%	92,940	251,473
Total Administration Department	69,755	72,930	95.65%	92,940	251,473
Public Works Administration					
Personnel Services	94,901	157,970	60.08%		
Material and Services	122,906	138,800	88.55%	14,711	56,440
Total Public Works	217,807	296,770	73.39%	14,711	56,440
Capital	295,074	2,140,000	13.79%	840,697	1,226,576
Transfer Out	33,336	50,000	66.67%	303,222	454,833
Debt Service:					
Principal	-	80,000	0.00%	-	75,000
Interest	2,400	4,800	N/A	6,522	7,050
Total Debt	2,400	84,800	2.83%	6,522	82,050
Total Water Fund Expenditures	618,372	2,644,500	23.38%	1,258,092	2,071,372



City of Coburg
Department Summary of Expenditures by Fund
FY 2025
As of 2/28/2025
Target 66%

	FY 2025			FY 2024	
	Actual YTD	Budget	% of B to A	Actual YTD	EOY
<u>Sewer Fund</u>					
Administration Department					
Personnel Services	50,573	46,640	108.43%	-	-
Material and Services	1,522	2,500	60.87%	197,718	258,532
Total Administration Department	52,095	49,140	106.01%	197,718	258,532
Public Works Administration					
Personnel Services	113,564	210,620	53.92%		
Material and Services	198,922	304,800	65.26%	-	8,771
Total Public Works	312,486	515,420	60.63%	-	8,771
Capital	158,687	205,000	77.41%	97,785	391,372
Transfer Out	33,336	50,000	66.67%	287,701	431,551
Debt Service:					
Principal	549,900	644,900	85.27%	626,522	721,522
Interest	176,231	259,950	67.79%	99,981	188,860
Total Debt	726,131	904,850	80.25%	726,503	910,382
Total Sewer Fund Expenditures	1,282,735	1,724,410	74.39%	1,309,707	2,000,608
Total City Expenditure	4,532,683	8,188,430	55.35%	4,939,417	8,049,750



City of Coburg
Budgetary Compliance
FY 2025
Resolution 2024-07
As of 2/28/2025
Target 66%

	ACTUAL	BUDGET	% BUDGET to ACTUAL	BALANCE
General Fund				
Administration Department	386,330	531,790	73%	145,460
Facility Management Department	93,657	99,500	94%	5,843
Planning Department	123,327	213,870	58%	90,543
Police Department	524,399	866,650	61%	342,251
Municipal Court	101,803	171,290	59%	69,487
Economic Development	29,537	47,000	63%	17,463
Parks (Public Works)	330,379	344,380	96%	14,001
Debt Service	7,125	29,250	24%	22,125
Contingency	-	50,000		50,000
Total General Fund	1,596,558	2,353,730		757,172
Street Fund				
Administration Department	56,935	74,930	76%	17,995
Public Works Department	138,946	251,430	55%	112,484
Capital	708,074	1,050,000	67%	341,926
Transfer Out	16,664	25,000	67%	8,336
Debt Service	114,400	114,430	100%	30
Contingency	-	50,000		50,000
Total Street Fund	1,035,019	1,565,790		530,771
Water Fund				
Administration Department	69,755	72,930	96%	3,175
Public Works Department	217,807	296,770	73%	78,963
Capital	295,074	2,140,000	14%	1,844,926
Transfer Out	33,336	50,000	67%	16,664
Debt Service	2,400	84,800	3%	82,400
Contingency	-	200,000		200,000
Total Water Fund	618,372	2,844,500		2,226,128



City of Coburg
Budgetary Compliance
FY 2025
Resolution 2024-07
As of 2/28/2025
Target 66%

	ACTUAL	BUDGET	% BUDGET to ACTUAL	BALANCE
Wastewater Fund				
Administration Department	52,095	49,140	106%	(2,955)
Public Works Department	312,486	515,420	61%	202,934
Capital	158,687	205,000	77%	46,313
Transfer Out	33,336	50,000	67%	16,664
Debt Service	726,131	904,850	80%	178,719
Contingency	-	200,000		200,000
Total Wastewater Fund	1,282,735	1,924,410		641,675
Total Appropriations	4,532,683	8,688,430	52%	4,155,747