



# CITY COUNCIL

91136 N Willamette Street

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

---

Tuesday, July 14, 2020 at 7:00 PM

---

## CALL EXECUTIVE SESSION TO ORDER - 6:30 PM

**EXECUTIVE SESSION:** Per ORS 192.660(2)(e) To conduct deliberations with person designated by the governing body to negotiate real property transactions.

## CALL THE CITY COUNCIL MEETING TO ORDER - 7:00 PM

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### MAYOR COMMENTS

### AGENDA REVIEW

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

**RESPONSE(S) BY CITY COUNCIL** (*Each Council Member has the opportunity to acknowledge speakers and get clarification on subjects addressed during testimony.*)

**CONSENT AGENDA** (*These items are considered routine, and therefore, will not be allotted discussion time on the agenda; these items may be passed by Council in one blanket motion; any Councilor may remove an item from the Consent Agenda for discussion by requesting such action prior to consideration.*)

1. Ratify Administrative Order 2020-10 Operation Guidelines
2. Ratify Administrative Order 2020-11 Extending State of Emergency through June 26, 2020
3. Information System Management Services Intergovernmental Agreement with Lane Council of Governments

### SPECIAL GUEST

4. Utility Rate Study by FCS Group - Doug Gabbard

### CITY ADMINISTRATOR'S REPORT

5. June Report from City Administrator

### ORDINANCES AND RESOLUTIONS

6. Motion to Waive Second Reading of Ordinance **A-111-D**

ORDINANCE **A-111-D** AN ORDINANCE GRANTING AN EXCLUSIVE FRANCHISE TO COBURG SANITARY SERVICE TO COLLECT GARBAGE, TRASH, YARD DEBRIS AND OTHER REFUSE WITHIN THE CITY LIMITS, PROVIDING FOR THE TERM OF THE FRANCHISE; PROVIDING FOR PAYMENTS TO THE CITY FOR FRANCHISE; REPEALING ORDINANCES A-111, A-111-A, A-111-B, A-111-C AND DECLARING AN EMERGENCY TO EXIST

Action: Public Hearing | Consider Approval

- [7.](#) RESOLUTION **2020-16** A RESOLUTION RAISING THE WASTEWATER RATE SERVICE FEES, PROVIDING FOR RATE ADJUSTMENTS AND RESCINDING RESOLUTION 2017-04

Action: Public Hearing | Consider Approval

#### **COUNCIL ACTION ITEMS**

- [8.](#) Contract with Eugene Sand Construction Inc. for Pavement Repair on Roberts Road
- [9.](#) Agreement with State of Oregon ODOT for West Van Duyn Sidewalks Project

#### **ADMINISTRATIVE INFORMATION REPORTS**

- [10.](#) Citizen Inquiry Quarterly Report
- [11.](#) Lane County Dispatch Contract Amendment
- [12.](#) Finance Written Update

#### **COUNCIL COMMENTS**

#### **UPCOMING AGENDA ITEMS**

Utility Billing Leak Adjustment

City Prosecutor Contract

Council Rules

#### **FUTURE MEETINGS**

Planning Commission - July 15

Park Tree Committee - July 21

Finance Audit Committee - July 28

City Council - NO August Meeting

#### **ADJOURNMENT**

*If anyone needs disability accommodation in order to participate, please notify the City Recorder at the City of Coburg at 541-682-7852, [sammy.eqbert@ci.coburg.or.us](mailto:sammy.eqbert@ci.coburg.or.us).*

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



## Administrative Order 2020-10

The purpose of this temporary policy is to recognize that the novel coronavirus, also known as Covid-19 continues to impact the City of Coburg. However, per Governor Kate Brown's orders the State of Oregon has moved to Phase II of recovery and therefore the City policy will change as it pertains to the operations of the City

As of June 5, 2020 the City of Coburg will provide the following guidelines for City Operations:

- Hours of City Hall will be from 8-5 daily. Customers will be encouraged to wear masks and utilize the hand sanitizer provided by the front door. Only two customers will be allowed in the lobby at one time. Customers waiting will be provided a waiting area to provide proper social distancing of at least 6 feet.
- Customers are encouraged to make appointments with the professional staff of the City. All requirements stated above will be in effect for scheduled meetings.
- Public meetings will return to normal to the extent possible. Face Masks and social distancing will be required for all of the City Council, Commissions, and Committees as well as the public participating in the meetings. The City Council room capacity may only hold 20, therefore public will be admitted as allowable by the capacity of the room based upon the attendance of necessary members of council, Commissions and Committees and staff required for support of the meeting. The City encourages public participation in all City meetings. At this time there is limited seating due required social distancing guidelines. Please contact the City Recorder to discuss what options that are available for participating in public meetings at 541-682-7852.

### Return to Work

Employees who are telecommuting may return to work under the following conditions:

- All sick policies as they pertain to Covid-19 remain in effect as set in Administrative Order 2020-02.
- All policies stipulated in Administrative Order 2020-08 will remain in effect.

**Opening of Parks:**

Per the Governor's Guidelines for Phase II opening, the following will be the policy for Parks and Open Space:

- All parks and trails will be open for use
- Restrooms in Norma Pfeiffer Park will be open. The restrooms will be cleaned once a day. The City does not have the capacity to clean them twice per day. Therefore, the public should use at their own risk.
- Per the Governors Guidelines playground equipment and basketball courts will remain closed until further notice.
- All City Parks will close at 10 p.m.
- Picnic tables, shelters and benches may be used with proper and responsible social distancing.
- Park reservations may be made for gatherings per the established policy at the time of the reservation. Special policies may exist and therefore those interested in reserving the park should call 541-682-7850. All reservations may be subject to change based upon changes in the Governor's guidelines.
- When parking at the parks leave one empty space between cars when possible.
- The Public is strongly encouraged to follow social distancing guidelines of six feet and wear a face covering when visiting the parks and trails.

This Administrative Order will remain in effect until there is a change in the Governor's Guidelines.

Established June 5, 2020



Anne L. Heath, City Administrator

**Ratified by City Council on July 14, 2020**

\_\_\_\_\_  
Ray Smith, Mayor

Attest:

\_\_\_\_\_  
Sammy Egbert, City Recorder



## Administrative Order 2020-11 Extending Coburg State of Emergency Declaration

**June 12, 2020**

**The City Administrator of the City of Coburg finds that:**

- A. On March 20, 2020, the City Council adopted Resolution 2020-06, declaring a state of emergency due to COVID-19.
- B. Resolution 2020-06 provides that the emergency declaration remains in effect through April 3, 2020.
- C. Resolution 2020-06 also cancelled all non-essential city commissions, committees, task forces, and city events until April 2, 2020.
- D. Administrative Order 2020-04 Extended Coburg State of Emergency Declaration through April 17, 2020.
- E. Administrative Order 2020-05 Extended Coburg State of Emergency Declaration through May 1, 2020.
- F. Administrative Order 2020-06 Extended Coburg State of Emergency Declaration through May 15, 2020.
- G. Administrative Order 2020-07 Extended Coburg State of Emergency Declaration through May 29, 2020.
- H. Administrative Order 2020-09 Extended Coburg State of Emergency Declaration through June 12, 2020.
- I. Pursuant to Ordinance No. A-203, the City Council has delegated to the City Administrator the authority to declare a state of emergency and to extend the duration of an emergency declaration.
- J. Pursuant to Ordinance No. A-203, the City Administrator has consulted with the Mayor and a majority of the City Council prior to executing this order.
- K. Ordinance No. A-203 provides that an emergency declaration may be extended for additional periods of two weeks, if conditions continue to warrant such an extension.
- L. The state of emergency declared by Governor Kate Brown on March 8, 2020, by its terms, continues for 60 days; that declaration has not been terminated.
- M. The declaration of a nationwide emergency by President Trump has not been lifted.
- N. The circumstances surrounding the coronavirus warrant an extension of the declaration of emergency adopted by the City Council on March 20, 2020.

**NOW, THEREFORE, based on the above findings, the City Administrator of the City of Coburg orders that:**

1. The duration of the declaration of state of emergency is hereby extended for an additional period of two weeks, through the end of the day on Friday, June 26, 2020.
3. City commission meetings, committees, and task forces may take place per the social distancing guidelines and as the City Administrator deems lawful and appropriate.
4. Public hearings necessary to meet state-mandated land use review timelines may be held per social distancing guidelines and as the City Administrator deems lawful and appropriate.

DATED this 12<sup>th</sup> day of June, 2020

  
Anne Heath, City Administrator

Ratified by City Council on July 14, 2020

\_\_\_\_\_  
Ray Smith, Mayor

Attest:

\_\_\_\_\_  
Sammy Egbert, City Recorder

## INTERGOVERNMENTAL AGREEMENT

**BETWEEN:** Lane Council of Governments (LCOG), an organization of governments within Lane County, Oregon

**AND:** City of Coburg (AGENCY), a unit of local government of the State of Oregon

**EFFECTIVE DATE:** 7/1/2020

### RECITALS

- A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.
- B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties.
- C. AGENCY and LCOG desire to enter into an agreement where-in LCOG will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

### AGREEMENT

1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until June 30<sup>th</sup>, 2021, or until earlier terminated pursuant to Paragraph 4 of this agreement.
2. **Services to be Provided.** LCOG agrees to provide services to AGENCY as outlined in Attachment A, Work Program.
3. **Compensation.** AGENCY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for LCOG personnel plus any direct expenses associated with the Work performed. The total cost of this agreement shall not exceed \$15,000.
4. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.
5. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.
6. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For LCOG: Heidi Leyba  
859 Willamette St., Suite 500  
Eugene, OR 97401-2910  
Ph: 541-682-4452

City of Coburg: Anne Heath  
PO Box 8316  
91136 N Willamette St  
City of Coburg, OR 97408  
Ph: 682-7871

7. **Records/Inspection.** AGENCY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.
8. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or

damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

**9. Dispute Resolution.** The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

If the dispute remains unresolved through mediation, the parties may agree in writing to submit the dispute to arbitration, using such arbitration process as they may choose at the time and which includes the following conditions:

- a. The location of the arbitration shall be in Eugene, Oregon;
- b. Each party shall bear its own costs (except arbitration filing costs), witness fees, and attorney fees;
- c. Arbitration filing costs and any arbitrator's fees will be divided equally between the parties; and
- d. Judgment upon the award rendered by the arbitrator may be entered in the Circuit Court in Lane County, Oregon.

**10. Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.

**11. Subcontracting.** LCOG shall not subcontract the Work under this agreement, in whole or in part, without the AGENCY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding the AGENCY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and AGENCY shall incur no obligation to any sub-contractor.

**12. Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.

**13. Compliance With Laws.** LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.

**14. Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.

**15. Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.

**16. Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

**LANE COUNCIL OF GOVERNMENTS:**

**AGENCY: CITY OF COBURG**

By: \_\_\_\_\_  
Brendalee S. Wilson, Executive Director

By: \_\_\_\_\_  
Anne Heath, City Administrator

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

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



## IS MANAGED SERVICES FY21 PROGRAM Attachment A

### Section 1: Introduction

---

The purpose of this cooperative program is to share the costs of IS (Information Systems) services across a collective of local governments, in order to facilitate more efficient management of enterprise systems at a lower total cost for all participating agencies. Participation in the IS Managed Services Program includes the City of Coburg; The City of Veneta, and Lane Regional Air Protection Agency (LRAPA). Individual agency participation may change during the agreement period without need for amending the agreement.

The systems used by the agencies are complex. It is difficult to independently fund and arrange for the level of technical skill and support required to successfully operate and maintain the technical infrastructure within each agency. Currently, LCOG has on staff the following technical resources to make available to the IS Managed Services Program:

- Computer Support Technicians
- Database Administrators
- Network Administrators
- Mobile/Web Developers
- Server/Systems Administrators

### Section 2: Scope of Services

---

The IS Managed Services Program scope of services consists of basic break/fix services provided by LCOG staff, plus the following:

**Desktop & Laptop Computer Support:** LCOG will provide the labor to maintain the computer operating systems, Microsoft Office products, Adobe Acrobat, e-mail and virus scanning software, and your supported line of business applications. LCOG will provide the labor for hardware maintenance and repair for covered computers which are still under the manufacturer's warranty. Older computers will be repaired to the best of our ability to do so.

**Server Support:** LCOG will provide the labor to maintain server operating systems, e-mail and virus scanning software, and your line of business applications and databases, including Microsoft Exchange and SQL Server. LCOG will configure, maintain and, to the extent possible, monitor approved backup solutions and applications.

**Network Support:** LCOG will provide all labor related to maintenance, configuration, and monitoring of network equipment, including routers, firewalls, switches, and wireless access points on the client's local area network. LCOG will troubleshoot and diagnose connectivity issues between

devices on the client's LAN as well as connectivity to the internet. LCOG will configure, maintain and diagnose connectivity related issues and settings on network printers and scanners. As requested, LCOG will assist with administering the agency's security plans, securing the network infrastructure, and regulatory initiatives.

**Application Development/Database Administration:** LCOG will make available application development and database administration resources. Features of this service include any combination of the following provisions: software development and integration, database analysis and design, business process automation and user experience and usability testing. Programming Language: Microsoft .NET; Database Language: MS SQL Server.

**Web Updates:** Most participating agencies have local staff technically capable of performing their own agency's web updates. However, we also understand that this may not present the optimum situation for agencies that may be short-staffed and have more important tasks assigned to these roles, or who have employees with some of the necessary skillsets, but not enough to complete more advanced programming. As a result, LCOG will provide labor related to performing web updates, as requested by agencies that would like to take advantage of this service.

The items reflected in the IS Managed Services Plan cover overall activities. Not all functions, activities or projects apply to all agencies.

### Section 3: Service Level Agreement Information

---

The resources to perform the work assignments identified above are available to the IS Managed Services Agencies 8:00 AM-5:00 PM, Monday through Friday, except for LCOG holidays. In general, LCOG is not staffed to provide after-hours support. However, arrangements for after-hours assistance can be accommodated with an approved request when necessitated by business requirements.

#### **Contact Information for IS Managed Services Support:**

[lcogitsupport@lcog.org](mailto:lcogitsupport@lcog.org) or 541-682-2322

**Text Support (NEW): 541-682-HELP (4357) – Please include the following information in your text message and a ticket will be automatically generated:**

Your Name

Location

Preferred callback number

Brief summary of the problem

Clients will be responsible for submitting support requests based on their own internal processes. All services performed by LCOG are subject to mutually agreed upon maintenance windows.

LCOG's technical support staff is familiar with a wide variety of hardware and software systems, and will make all reasonable efforts to answer questions and resolve issues in a timely manner. In some cases, referral to outside vendor support may become necessary. In these limited cases, LCOG staff will provide alternative recommendations.

As requested, LCOG will work together with each agency’s staff and their vendor partners to develop backup and recovery options for business critical applications and to configure those solutions. LCOG cannot guarantee an agency’s ability to recover data. LCOG recommends data owners run tests to verify their application recovery plans work well.

Incoming project and services requests are triaged by LCOG IS support services, with priority given to critical emergencies and outages. Resources will be assigned in an equitable fashion based on time of request and business impact. Participating agencies will be provided the opportunity to attend meetings to review project status and resource allocation for the program.

Questions and concerns regarding priorities or services may be escalated to the following contacts at any time:

Heidi Leyba, IS/Telecom Program Manager  
[hleyba@lcog.org](mailto:hleyba@lcog.org)  
541-682-4452

Howard Schussler, Government Services Director  
[hschussler@lcog.org](mailto:hschussler@lcog.org)  
541-682-4007

Section 4: Program Budget

<b><u>IS Managed Services Program FY21 Budget</u></b>	<b><u>Amount</u></b>
Personnel Services for IS Systems and Development Support	\$34,287
Indirect	\$8,363
Estimated Travel	\$1,000
Operating Reserve (3%)	\$1,350
<b><i>Total Program Costs in FY21</i></b>	<b><i>\$45,000</i></b>
 <b>Direct Cost Technical Services Available Upon Request: (These services are outside the scope of the IS Managed Services plan and will be quoted and invoiced separately)</b>	
GIS Services	
Network Phishing/Security Assessments	
Television/Video Production Services	
Telecommunications Support	

## Section 5: Budget Allocation

Program Costs: 2021					
Agency/User	# Workstations on 2/9/19	Service Level	Monthly Total	Quarterly Total	Total FY21
City of Coburg	18	Managed IS Services	\$1,250	\$3,750	\$15,000
City of Veneta	18	Managed IS Services	\$1,250	\$3,750	\$15,000
LRAPA	18	Managed IS Services	\$1,250	\$3,750	\$15,000
Workstation Total	54			\$ 11,250.00	\$45,000

In this budget, formulas are used to allocate personnel services according to the amount of FTE dedicated to the IS Managed Services Program between July 1<sup>st</sup>, 2020 and June 30<sup>th</sup>, 2021. Costs are distributed based upon the total number of workstations in the program on July 1, and they will not be adjusted during the fiscal year regardless of changes to the agencies' workstation counts.

For the individual members participating in this cooperative agreement, differing amounts of LCOG staff time or labor hours may be available from month to month. LCOG will maintain service history records for the IS Managed Services Program, so that costs can be redistributed annually on July 1<sup>st</sup>.

# City of Coburg: Water and Sewer Rate Study



**Presented to the Coburg City  
Council**

**Tuesday, July 14, 2020**

**Prepared by FCS GROUP**

# Agenda

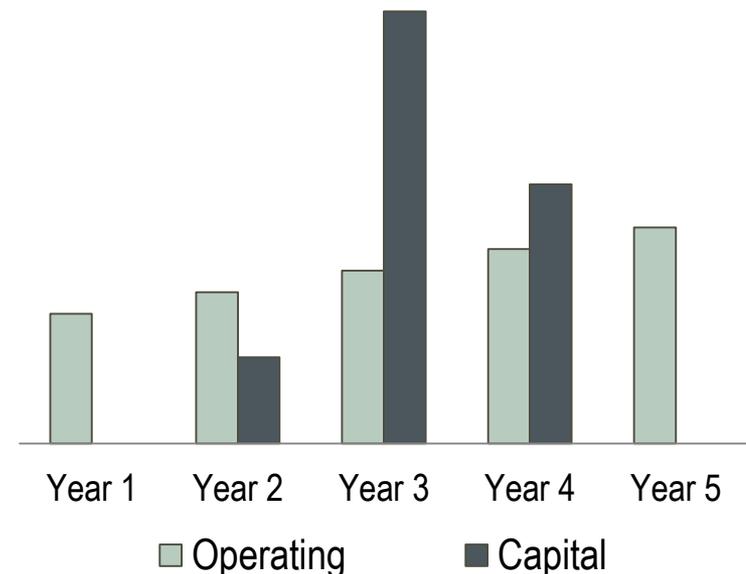
- **Utility Rate Basics**
- **Revenue Requirement Review**
  - » Water Utility
  - » Sewer Utility

# Agenda

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

# Introduction to Utility Ratemaking

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



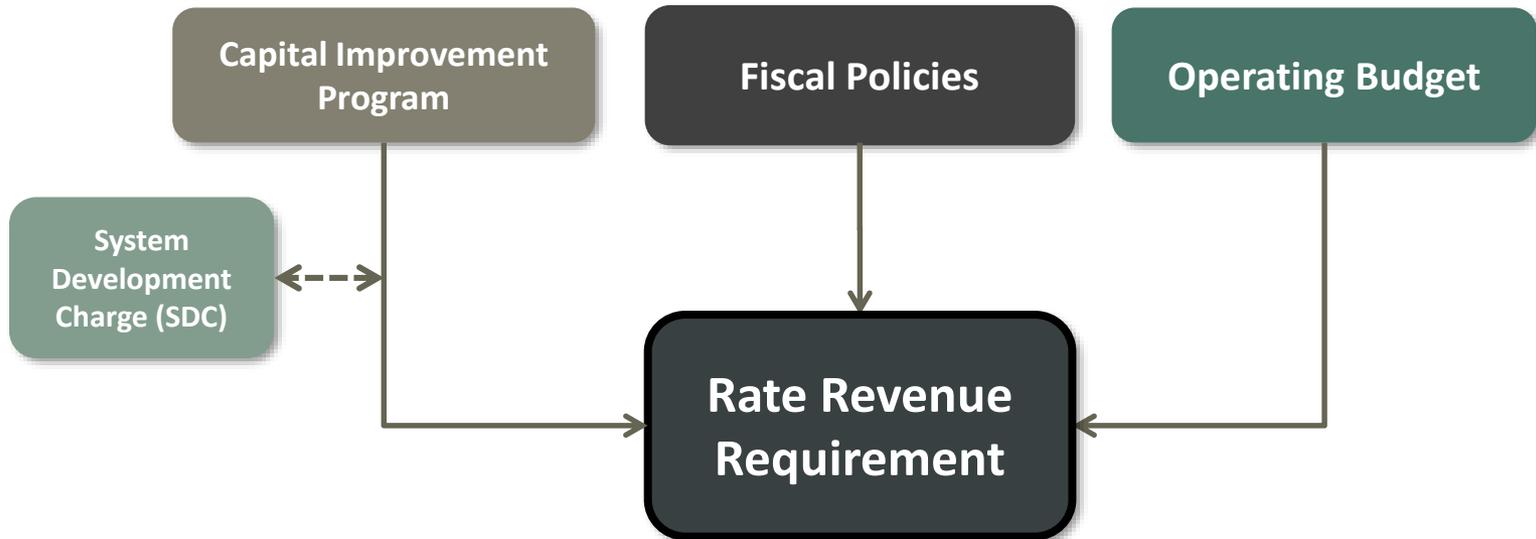


# What Should Rates Do?

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



# Outline of a Revenue Requirement Study



# Agenda

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



# Key Assumptions: Water

## Annual Cost Inflation

- Salaries & Benefits: 2.62%
- Other Operating Costs: 1.83%
- Construction Costs: 2.90%

## Annual Growth Rates

- Based on forecast of land use

2020	2021	2022	2023	2024	2025	2026
0.47%	3.30%	4.30%	9.07%	9.50%	7.20%	5.55%

## Operating Forecast

- Rate revenue based on the FY 2020 Budget, escalated by the anticipated customer growth
- Operating costs and non-rate revenues based on FY 2020 Budget
  - Adjusted for inflation in future years

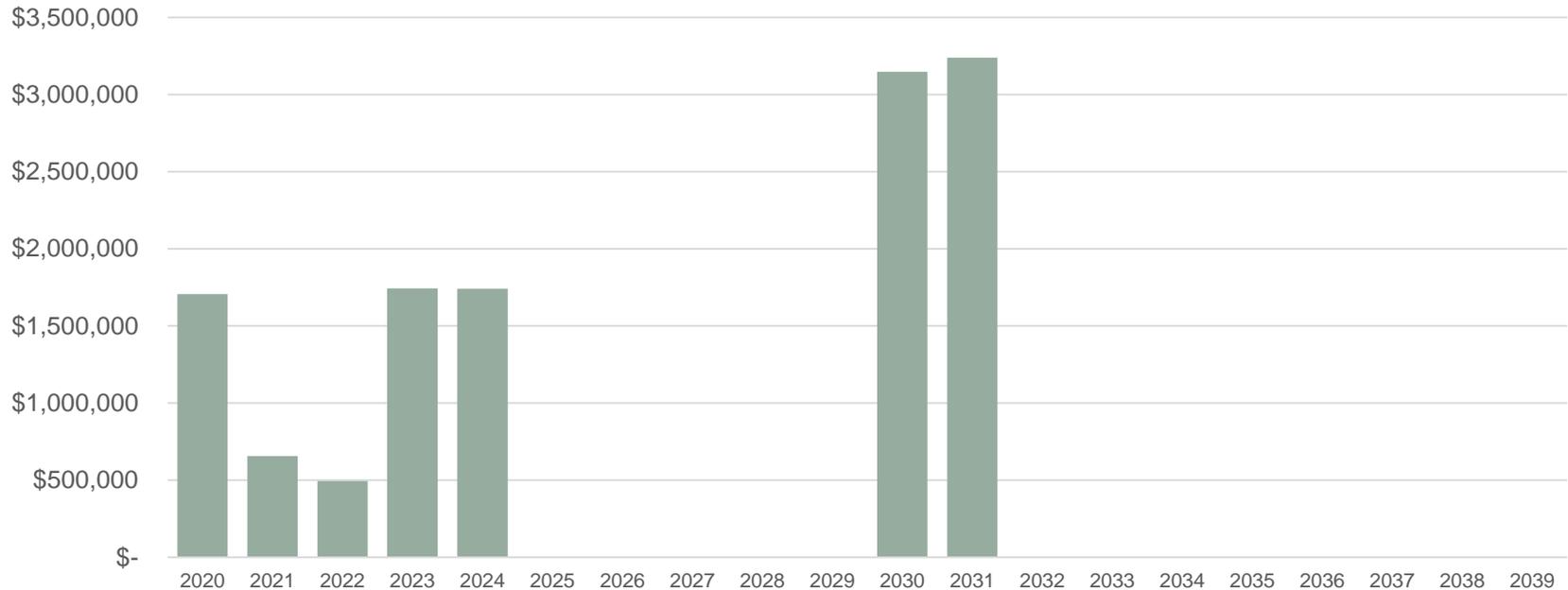
## Financial Policies

- Min. Fund Balance Target: 90 days of O&M
- Contingency Reserve: \$500k



# Capital Needs Forecast: Water

Capital Spending (Escalated)

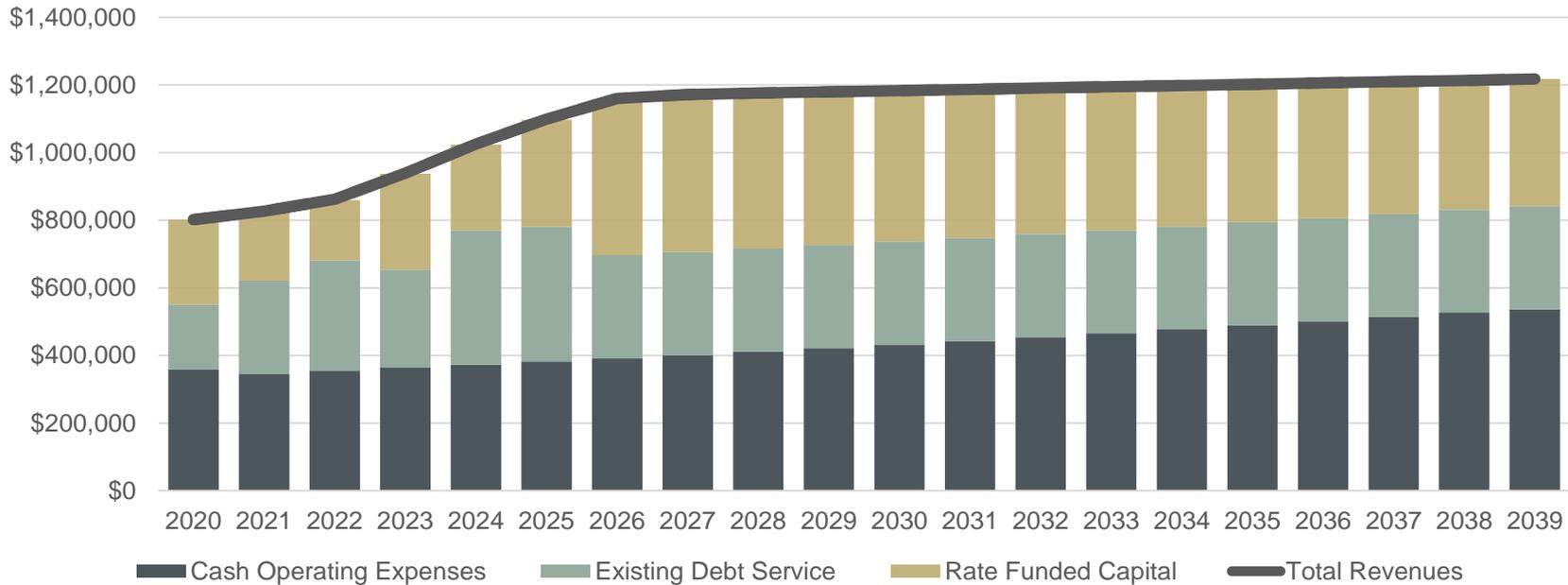


- **\$12.7 million in capital projects from 2020 to 2039**
- **\$5.5 million provided by the Business Oregon Regional Solutions Loan**
- **Cash resources from rates and SDCs are expected to cover the remaining costs**



# Revenue Requirement Forecast: Water

Revenue Requirement Forecast

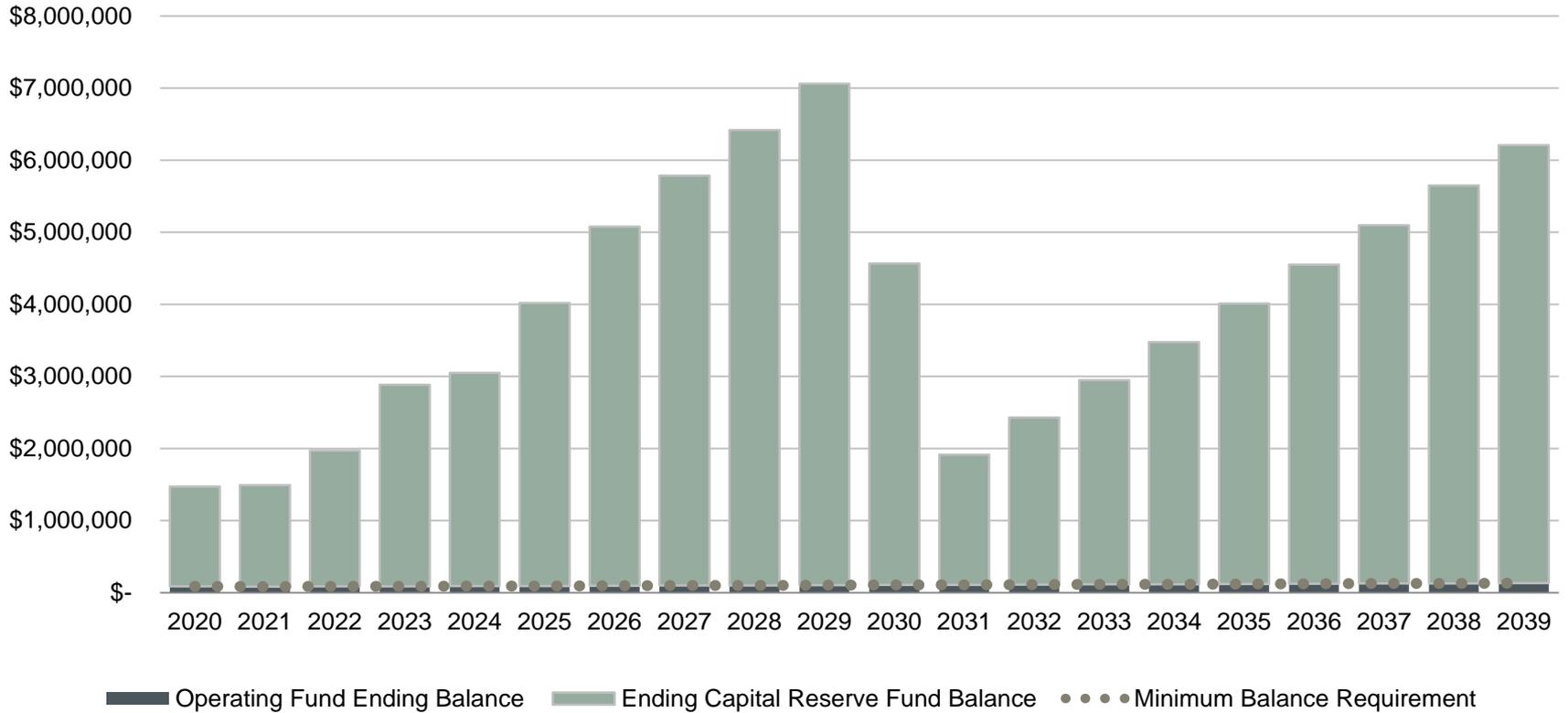


- Revenue increases due to high growth in the first several years
- No rate increases are required



# Fund Balances: Water

Combined Ending Fund Balance





# Fixed Water Rates

Across-the-Board Rate Schedule Implementation	Existing	ATB 7/1/2020	ATB 7/1/2021	ATB 7/1/2022	ATB 7/1/2023	ATB 7/1/2024	ATB 7/1/2025	ATB 7/1/2026	ATB 7/1/2027	ATB 7/1/2028
<b>Annual System-Wide Rate Increase</b>		<b>0.00%</b>								
<b>Fixed Charge by Meter and Class (Includes 7 CCF)</b>										
5/8" - 3/4" Residential	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00
5/8" - 3/4" Commercial	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00
1" Commercial	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00	\$95.00
1-1/2" Commercial	\$165.00	\$165.00	\$165.00	\$165.00	\$165.00	\$165.00	\$165.00	\$165.00	\$165.00	\$165.00
2" Commercial	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00
3" Commercial	\$446.00	\$446.00	\$446.00	\$446.00	\$446.00	\$446.00	\$446.00	\$446.00	\$446.00	\$446.00
4" Commercial	\$728.00	\$728.00	\$728.00	\$728.00	\$728.00	\$728.00	\$728.00	\$728.00	\$728.00	\$728.00
6" Commercial	\$1,192.00	\$1,192.00	\$1,192.00	\$1,192.00	\$1,192.00	\$1,192.00	\$1,192.00	\$1,192.00	\$1,192.00	\$1,192.00
Outside City Limits	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
3/4" Residential PVE	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
Limited Income (<100%)	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
Limited Income (<125%)	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00	\$29.00
Limited Income (<150%)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00



# Tier 1 Water Rates

Across-the-Board Rate Schedule Implementation	Existing	ATB 7/1/2020	ATB 7/1/2021	ATB 7/1/2022	ATB 7/1/2023	ATB 7/1/2024	ATB 7/1/2025	ATB 7/1/2026	ATB 7/1/2027	ATB 7/1/2028
<b>Annual System-Wide Rate Increase</b>		<b>0.00%</b>								
<b>Tier 1 Volume Charge: (8 to 10 CCF)</b>										
5/8" - 3/4" Residential	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
5/8" - 3/4" Commercial	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
1" Commercial	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
1-1/2" Commercial	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
2" Commercial	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
3" Commercial	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
4" Commercial	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
6" Commercial	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
Outside City Limits	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
3/4" Residential PVE	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
Limited Income (<100%)	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
Limited Income (<125%)	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
Limited Income (<150%)	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55



# Tier 2 Water Rates

Across-the-Board Rate Schedule Implementation	Existing	ATB 7/1/2020	ATB 7/1/2021	ATB 7/1/2022	ATB 7/1/2023	ATB 7/1/2024	ATB 7/1/2025	ATB 7/1/2026	ATB 7/1/2027	ATB 7/1/2028
<b>Annual System-Wide Rate Increase</b>		<b>0.00%</b>								
<b><u>Tier 2 Volume Charge: (Over 10 CCF)</u></b>										
5/8" - 3/4" Residential	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
5/8" - 3/4" Commercial	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94
1" Commercial	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94
1-1/2" Commercial	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94
2" Commercial	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94
3" Commercial	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94
4" Commercial	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94
6" Commercial	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94	\$3.94
Outside City Limits	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
3/4" Residential PVE	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
Limited Income (<100%)	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
Limited Income (<125%)	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55
Limited Income (<150%)	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55	\$3.55



# Water Rates Comparison

City	Water Rates (8 CCF)
Coburg (Current)	\$56.55
Creswell	\$52.62
Cottage Grove	\$52.18
Veneta	\$39.40
Harrisburg	\$35.22
Junction City	\$31.14
Corvallis	\$30.89
Eugene	\$28.84

# Agenda

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



# Key Assumptions: Sewer

## Annual Cost Inflation

- Salaries & Benefits: 2.62%
- Other Operating Costs: 1.83%
- Construction Costs: 2.90%

## Annual Growth Rates

- Based on forecast of land use

2020	2021	2022	2023	2024	2025	2026
0.42%	2.82%	3.74%	6.99%	7.49%	5.73%	4.36%

## Operating Forecast

- Rate revenue based on the FY 2020 Budget, escalated by the anticipated customer growth
- Operating costs and non-rate revenues based on FY 2020 Budget
  - Adjusted for inflation in future years

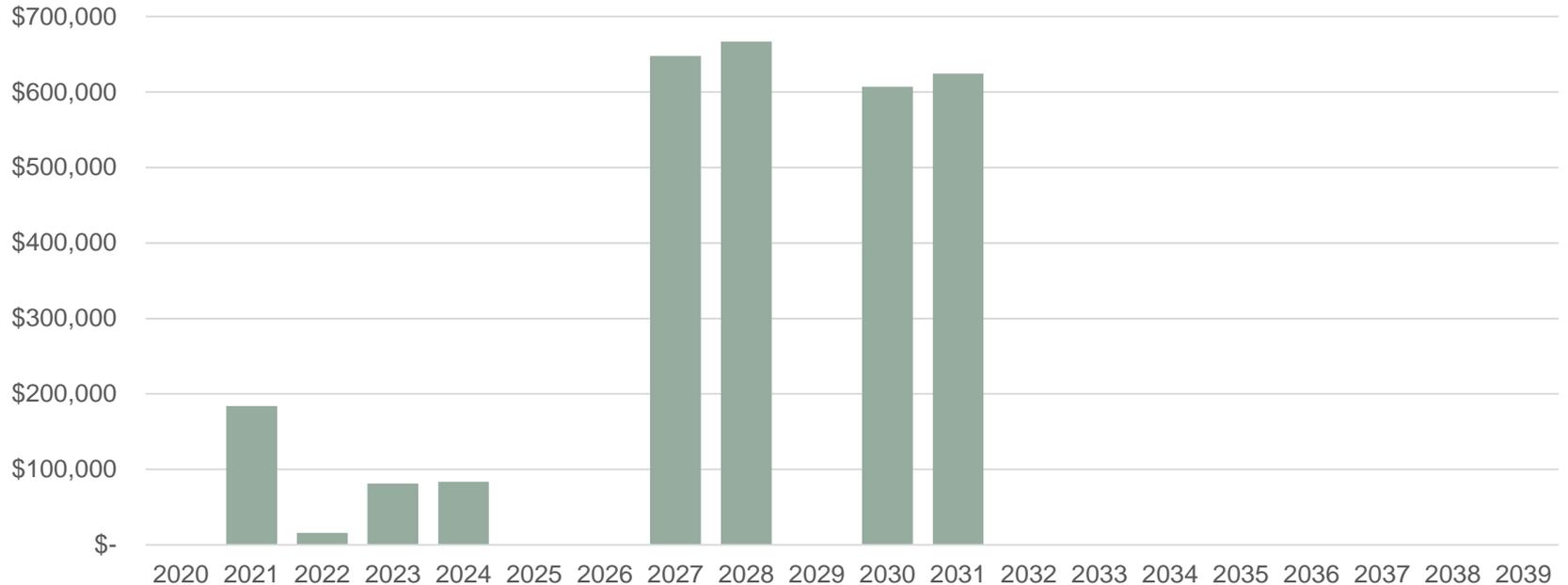
## Financial Policies

- Min. Fund Balance Target: 45 days of O&M
- Contingency Reserve: \$350k



# Capital Needs Forecast: Sewer

Capital Spending (Escalated)

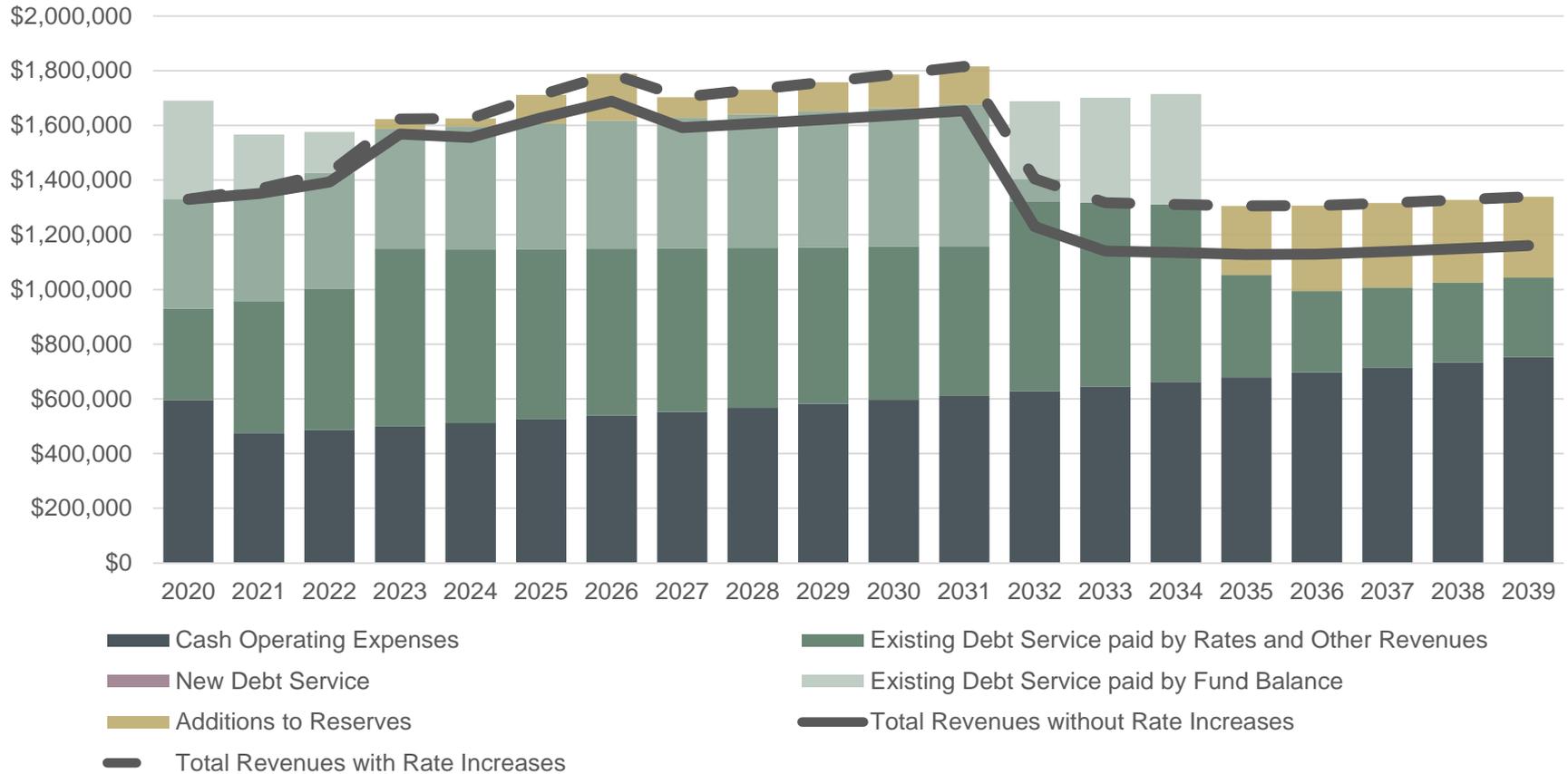


- **\$2.9 million in capital projects from 2020 to 2039**
- **Cash resources from rates and SDCs are expected to cover the all capital costs**



# Revenue Requirement Forecast: Sewer

Revenue Requirement Forecast

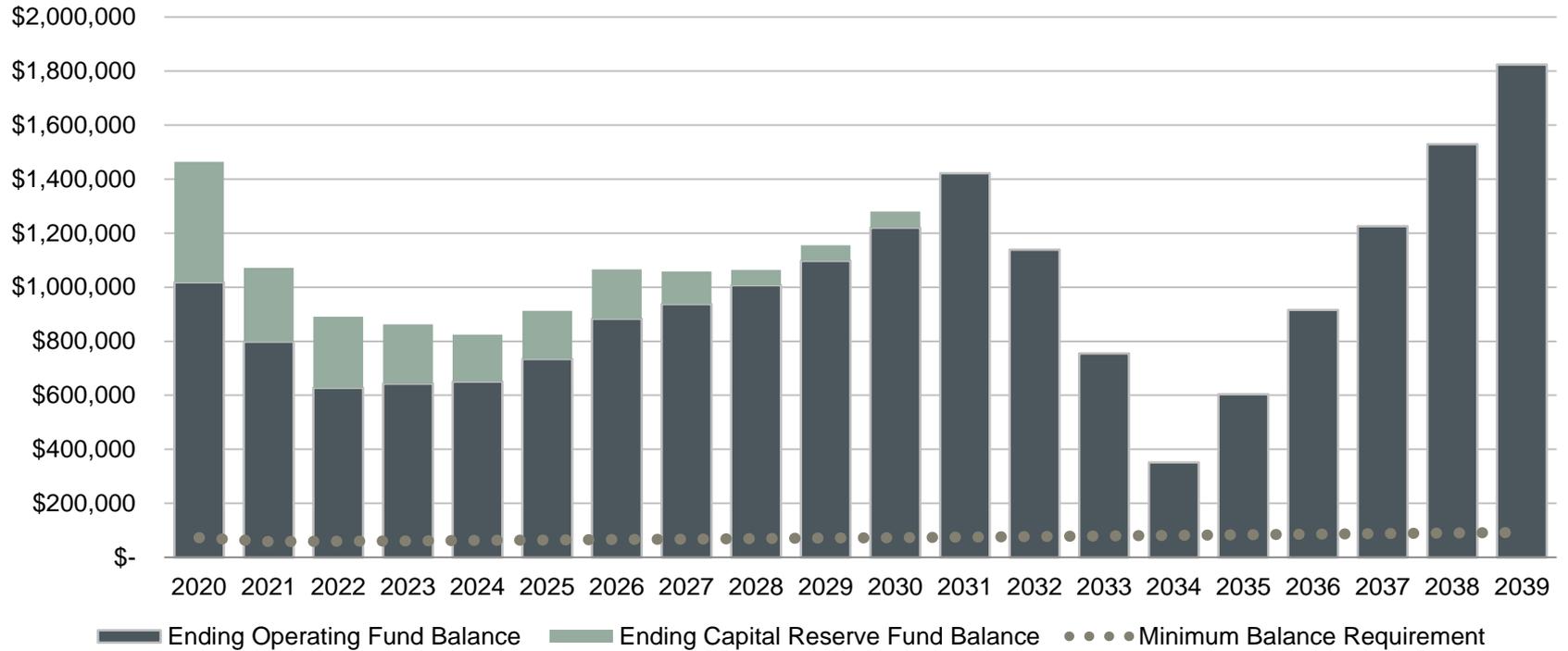


- **Rate increases (starting at 2% per year and tapering to 1% per year) are required to help pay for debt service and rebuild reserves.**



# Fund Balances: Sewer

Combined Ending Fund Balance





# Sewer Rates

Across-the-Board Rate Schedule Implementation	Existing	ATB 7/1/2020	ATB 7/1/2021	ATB 7/1/2022	ATB 7/1/2023	ATB 7/1/2024	ATB 7/1/2025	ATB 7/1/2026	ATB 7/1/2027	ATB 7/1/2028
<b>Annual System-Wide Rate Increase</b>		<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>1.00%</b>	<b>1.00%</b>	<b>1.00%</b>	<b>1.00%</b>	<b>1.00%</b>	<b>1.00%</b>
<b><u>Fixed Rates per EDU</u></b>										
Wastewater Rate	\$85.00	\$86.70	\$88.43	\$90.20	\$91.10	\$92.02	\$92.94	\$93.87	\$94.80	\$95.75
<b><u>Assisted Income Rates per EDU</u></b>										
<100% of the poverty level	\$55.00	\$56.10	\$57.22	\$58.37	\$58.95	\$59.54	\$60.14	\$60.74	\$61.34	\$61.96
<125% of the poverty level	\$61.00	\$62.22	\$63.46	\$64.73	\$65.38	\$66.03	\$66.70	\$67.36	\$68.04	\$68.72
<150% of the poverty level	\$67.00	\$68.34	\$69.71	\$71.10	\$71.81	\$72.53	\$73.26	\$73.99	\$74.73	\$75.48



# Sewer Rates Comparison

City	Sewer Rates (5 CCF)
Coburg (Proposed)	\$86.70
Coburg (Current)	\$85.00
Harrisburg	\$59.58
Veneta	\$55.61
Junction City	\$54.48
Creswell	\$49.04
Cottage Grove	\$47.82
Corvallis	\$34.50
Eugene	\$32.78

# Thank you! Questions?

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

[www.fcsgroup.com](http://www.fcsgroup.com)

## COBURG CITY COUNCIL MONTHLY REPORTS



### TOPIC: City Administrator's Report

Meeting Date: July 14, 2020

Staff Contact: Anne Heath, City Administrator

Contact: 541-682-7871, [anne.heath@ci.coburg.or.us](mailto:anne.heath@ci.coburg.or.us)

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

#### GENERAL ADMINISTRATION

- **Well Property Purchase.** Staff have issued a formal offer for the property. By July 14<sup>th</sup>, the owner will have accepted the formal offer or issued a counter offer. This will be presented in Executive Session at 6:00 p.m. on July 14.
- **I-5 Bore.** The RFP has been completed and was released on Friday, July 10<sup>th</sup> and will be open for approximately 30 days. It is anticipated that a contract for the bore will come to the City Council at their September meeting with a hope of completing the work prior to the rainy season.
- **Robert Road Maintenance and Repairs** – Eugene Sand Construction Company, Inc. was awarded the bid. The contract for this work is in the City Council packet.
- **Johnny Diamond Park** – Continues to take shape. It did fall slightly behind due to a few very wet weeks. However, it is still anticipated that it will be completed in a timely manner. Most notably the picnic shelter is nearly completed and has turned out beautifully.
- **Interpretive Signs installed in Trails End Park** – Interpretive signs were installed in Trails End Wetland Park this week. These special order signs are unique to the Coburg Wetlands.
- **Finance Director** – Our Finance Director Tim Gaines arrived on Monday, July 6<sup>th</sup>. He will be present at the July 14<sup>th</sup> meeting in order to introduce him to the City Council. Tim will be going through training processes over the next several months. Due to the

excellent support that I received from the staff, the finances of the City are up to date, the year was closed, and the new fiscal year was created and implemented. We have lost no ground save that Kathy Taylor has 4 months to review rather than 3 which she will do at her regularly scheduled time in July. Tim will meet with the Finance and Audit Committee on July 28<sup>th</sup>.

- **Declaration of Emergency** – The City declined to renew our Emergency Declaration. This is partially because the policies and procedures that were created under the declaration have become and will continue to be our normal operations for at least the next 12 months or until an immunization is developed. Due to the increase in cases, and depending on the actions of the Governor, the City may choose to declare emergency again if the need arises. Staff procedures and policy will follow the employee manual while mandating the Governor’s orders for masks and social distancing.
- **Emergency Operations** – Although we are working through the Covid-19 emergency, we can’t stop continuing our work to prepare the City for any emergency. Jim Bell continues to provide research and information regarding the emergencies the City may face and what we can do to prepare for them. Attached is a report that he recently completed on a post major earthquake emergency situation. What do we do with this information? This can influence future budgets for equipment, and also help us to consider grant funding that may be of assistance to the City.
- **Community Build Out Scenario** - This project kicked off in late May with a conference call with Urban Collaborative, the Mayor and City Staff. An invitation for citizens to participate will be made from the Mayor by video as well as by invite in the August Utility Billing. Citizens will be invited to attend an online meeting on September 17<sup>th</sup>, and to participate in a survey. The information collected from citizens will be utilized for a final report which will be presented in a community meeting in the fall. This is an exciting project which will help with the future planning of the City.
- **Industrial Noise Complaints** – Staff and the Mayor met with the manager of Carry-on Trailer as well as Steve Lee to discuss the noise complaints from the surrounding neighborhood. There were many options discussed for trying to diminish the noise. Carry-on is installing cameras on site so that all shifts can be monitored, they have purchased a noise meter for use by the employees, and they are constructing a temporary sound wall to see if the wall reduces noise. If it does help with reducing the noise they will consider building a permanent wall. A representative from Carry-on called on July 6<sup>th</sup> to confirm that they are making progress on the recommended changes.

**Upcoming Meetings**

Planning Commission – July 15<sup>th</sup>  
Park & Tree Committee – July 21<sup>st</sup>  
Heritage Committee – July 8<sup>th</sup>  
Finance Committee – July 28<sup>th</sup>  
City Council – August meeting is cancelled

**Trails End Park Interpretive Signs**



**Johnny Diamond Park Progress**



**Carry-on Trailer Sound Wall Construction**



## DEPARTMENTS AND OPERATIONS

### City Recorder/Administration

Finance – See Tab\_\_\_\_\_

### Planning

- **Regional Transportation | CLMPO**
  - Metropolitan Policy Committee (MPC) – June
    - Funding Application Review, LCDC Report
  - MPO Technical Advisory Sub-Committee (TASC) – June
    - MPC follow up, Streetlight Data
  - Transportation Policy Committee (TPC) – June
    - RTP/CMP/ITS Plan update, Funding Apps approval
  - Transportation Options Advisory Committee (TOAC) – June
    - Regional TO discussion
  - Safe Lane Transportation Coalition – June
    - UO Strategic Plan discussion
- **Long Range Planning | Special Projects**
  - Coburg Loop Path Segment 3 – Complete, waiting on overruns/invoices
  - Coburg Loop Path Segment 4 – Survey work
  - Transportation System Plan – Project kick off, Modeling work
  - Build Out – kicked off, background work, draft(s) review
- **Historic Preservation**
  - CLG grant work ongoing: Historic Resources Survey draft deliverables soon

### Land Use Applications

- **Building**
  - 6 Structural/Plumbing/Mechanical/Electrical Permits (June)
- **Land Use Final Approval**
- **Land Use Tentative Approval**
  - SUB-03-18 – Rogers Partition, Mill St/N Harrison St. – Tentative Approval, Extended
  - SUB-01-19 – Blystone Partition on N Coleman – Tentative Approval
- **Land Use Pending Action**
  - SUB-01-20 – Wiechert Subdivision north of Coleman & Skinner – Pending
  - LLA-01-20 – Berry Lot Line Consolidation, north Harrison – Pending

### Public Works

- **Streets and ROW.**
  - **Projects**
    - The Roberts Rd Project which is SCA Funded was put out to bid and received two competitive bids. Eugene Sand was the low bidder and you will be seeing a staff report to accept their contract at the July meeting.
  - **Trees**
    - We removed a big leaf maple tree on Maple St. It was damaged early in the month and the residents agreed that it needed to be removed. It was completely rotten at the base.

- **Water Utility**
  - **Meters**
    - Crews are still working on wrapping up switching out the larger commercial meters.
  - **Water Samples**
    - We had two positive water samples for total Coliform. These were at the Wastewater Treatment Plant. The initial positive was on 6-15-20(in the locker room at the plant). This was part of the routine sampling process we do every month. As part of that process we take two samples from different locations throughout town. When we have a positive sample we must then pull three more samples, one upstream of the initial positive, where the initial positive was taken, and one below the initial sample. Also one sample from each of the source water (the 2 wells). This is done to eliminate that possibilities that the system is contaminated or compromised. These resamples were taken on 6-17-20. After the initial sample there were 5 resamples taken, all came back clean other than the sample that was the first initial positive sample. We believe after the level 1 investigation that was conducted with the help of the Oregon Health Authority and Lane County Health that construction that occurred a couple days before samples were taken could have been the source of the total Coliform. We believe that the Public was not at risk and neither were any employees at the Treatment Plant.
- **Sewer Utility**
  - **Collections**
    - Inspected 15 sites
    - Called out 7 times
    - Pumped 5
- **Parks**
  - **Johnny Diamond Park**
    - Project is still moving along. Public Works has built the new swing set and by the time we meet it should be installed.
  - **Maintenance**
    - Trimmed hedges at Spores Park.
  - **Parks**
    - Crews opened up the Parks and have installed many signs around the City.
- **Misc.**
  - **Locates**
    - 12 Locates
  - Attached is the spreadsheet from our new Work Order system. We are still working on fine tuning this but I wanted to share with you all what it looks like and how we can use this for management of all the Depts.

### Municipal Court

- **June 2020 Activity Measures:**
  - **Citations (Crimes and Violations)**

- New Citations for June 2, 2020 Court Date: 34
- New Citations for June 23, 2020 Court Date: 7
- **June 2020 Receipts Including Collections,**
  - **Total Fines:** \$ 14,606.01 (total monies taken in for the month, nothing deducted),  
*compared to \$7,411.95 in June of 2019*
  - **Net Fines:** \$6,979.56 (City share only, NOT including collections),  
*compared to \$6,032.00 in June of 2019*
- **June 2020 Professional Credit Service Collections:**
  - **Total Collection Revenue:** \$ 7,626.45  
*compared to \$1,379.95 in June of 2019*
  - **Turned over to collection:** \$ 28,301.00  
*compared to \$2,589 in June of 2019*

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

***Other Information:***

- **Upcoming Court Date: July 21, 2020, Regular Court Session**
- **Jury Trials Scheduled: July 23, 2020 at 9:00 am**  
**August 13, 2020 at 9:00 am**  
**August 24, 2020 at 9:00 am**  
**September 11, 2020 at 9:00 am**  
**September 29, 2020 at 9:00 am**

**Police Department**

- Officers had all the radios programed and switched over to the LRIG trunking system with the Lane County Sheriff Departments Dispatch Center
- Officers attended a training class for the Lane County Dispatch center
- The data conversion from Junction City Police Departments computer system was transferred to Lane County Sheriff's Department Law Enforcement data system
- Officers arrested a male for outstanding felony warrants
- Officers arrested a female for outstanding warrants
- DWS criminal driving while suspended Theft
- Officers investigated a city ordinance violation of accumulated debris. The property owner was contacted the situation was resolved
- Officers investigated a city ordinance violation of tall grass. The owner was contacted and the situation was resolved
- Officers investigated a failure to carry and present a driver's license. The person was detained and taken to the Coburg Police Department. They were fingerprinted using the

new fingerprint system. The finger prints were sent to OSP.NCIC and the suspect was identified. He was issued several citations to appear in court

- Officers took a report for a stolen bicycle.
- Officer investigated a call of an attempted theft of a trailer. A suspect was identified, warrant was obtained and the subject was arrested two weeks later
- Officers arrested a male on outstanding warrants
- Officer investigated a call of criminal mischief graffiti to a vehicle
- Officers took in contraband, cocaine found at a local business
- Officers returned a found wallet to the owner
- Officers arrested a male for an outstanding warrant for theft I
- Officers took in 26 pounds of prescription medication from the med return box
- Officers registered a sex offender for their annual registration

**Upcoming Events:**

None

To: Anne Heath, City of Coburg  
 Date: June 30, 2020  
 From: J. Bell   
 Subject: Report and Update

### Report Findings:

Over the past few weeks, I have completed some research on Oregon related documents (see list attached) that examine the post major earthquake emergency situation. Here are the findings along with the source they are from:

#### A Large Cascadia Type Earthquake:

- a.) Destroys most pipelines, much of the electrical grid, many bridges, railroads, and some highways in Western Oregon [*Oregon DOGMAI Report*],
- b.) 100% of Oregon's gasoline, diesel and jet fuel come from Washington or other external points (Canada or Midwest USA), and
- c.) Over 90% of that fuel comes through St. Johns' POL facility in Portland, Oregon which is located on landfill soils next to the Willamette River. The State of Oregon predicts that most of that facility will be destroyed by earthquake shaking. [*Oregon Fuel Action Plan*]
- d.) **Within a week, almost all gasoline and diesel will be used up after the quake in western Oregon** [*Oregon Fuel Action Plan, and Distributed Energy Resiliency Study – Prepared for the Oregon Dept. of Energy.*].
- e.) **No fuel and no transport = no food deliveries to supermarkets/ stores**
- f.) Oregon has few backup energy sources, only scattered solar and wind power in isolated areas. It will take months to get seaports operating after tsunami damage, and more months to get pipelines and railroads operating.
- g.) The Oregon Dept. of Energy is predicting that it will take **4 to 10 months** (or more) to resupply fuel in Oregon. Limited supplies will be flown in the military, but that will barely cover EMS needs. Everyday life in Oregon after a large earthquake will not be sustainable due to lack of fuel and the food shortages it will create. [*Oregon Fuel Action Plan, and Distributed Energy Resiliency Study – Prepared for the Oregon Dept. of Energy.*].
- h.) One likely scenario is that FEMA and the state will order mandatory evacuations of select areas/cities to central Oregon or further inland so that people have adequate shelter, food, and needs. FEMA already has listed Redmond as such a location.

### **Long Term Mitigation of Sole Source Energy Loss from a Major Earthquake – Oregon & Coburg**

1. Either store extra fuel in state (with cost and potential spill problem), and/or
2. ***Develop energy source diversity within the state and city over time to reduce energy shortfalls post disaster.***

#### **Proposal:**

Over the next 5 to 10 years the City of Coburg should purchase solar power generation systems to supplement the existing fragile energy system. These might be located at the wastewater treatment facility and/or atop city hall. The city should make these systems resistant to earthquakes, and able to operate independently if needed. To be most useful, having some electric vehicles for the city would be a real advantage (police and public works).

The City should not rush the development, no one can afford it, but by targeting electric vehicles purchases and a way to make them work during a post disaster fuel emergency it would go a long way to fuel crisis mitigation. The larger issues of food deliveries and sustainable life post major earthquake cannot be addressed at our city level. I would hope the State of Oregon might sponsor programs and incentives that allow individuals, municipalities, and corporations (in coordination with Oregon DOE) to build and operate solar and wind power systems, as Washington and California area.

#### **Sources used:**

1. Cook, Jeffrey, Volpi, C. Nobler, E, and Kyle Flanegin. (2018). Check the Stack: An Enabling Framework for Resilient Microgrids. Technical Report NREL TP6A20-71594, NREL U.S. Dept. of Energy.
2. State of Oregon. (2017). Oregon Fuel Action Plan. Oregon Dept. of Energy.
3. State of Washington. (2012). Resilient Washington State: A Framework for Minimizing Loss and Statewide Recovery after an Earthquake. Washington State Seismic Safety Committee, Olympia.
4. R.W. Beck Company. (2011). Distributed Energy Resiliency Study – Prepared for the Oregon Dept. of Energy. Portland, Oregon.
5. Y. Wang, S. Bartlett, and S. Miles. (2013). Earthquake Risk Study for Oregon's Critical Energy Infrastructure Hub. Open Report 0-13-09, Oregon Dept of Geology and Mineral Industries, Portland, Oregon.



**AREA OF DAMAGE FROM EARTHQUAKE**

**ACCESS FROM EXTERNAL WORLD: SEAPORTS, RAIL AND RIVER WITH AIRPORTS AS WELL**



## **COBURG CITY COUNCIL ACTION/ISSUE ITEM**

---

**TOPIC: ORDINANCE A-111-D An Ordinance granting an exclusive franchise to Coburg Sanitary Service to collect garbage, trash, yard debris and other refuse within the City limits, providing for the term of the franchise; providing for payments to the City for Franchise; Repealing Ordinances A-111, A-111-A, A-111-B, A-111-C and Declaring an Emergency to Exist**

---

Meeting Date: July 14, 2020  
Staff Contact: Anne L. Heath, City Administrator  
Contact: 541-682-7855, anne.heath@ci.coburg.or.us

---

### **REQUESTED COUNCIL ACTION**

Consider Adopting Ordinance A-111-D

- 1) I move to waive the second reading of Ordinance A-111-D.
  - 2) I move to adopt Ordinance A-111-D An Ordinance granting an exclusive franchise to Coburg Sanitary Service to collect garbage, trash, yard debris and other refuse within the City limits, providing for the term of the franchise; providing for payments to the City for Franchise; Repealing Ordinances A-111, A-111-A, A-111-B, A-111-C and Declaring an Emergency to Exist.
- 

### **BACKGROUND**

Coburg Sanitary Service, Inc. has been providing garbage service in the City of Coburg for forty-two years. This has been a multi-generational local business. The franchise was renewed in 2010 for ten years for with the franchise fee ending in 2020 at \$1000.00 annually. They provide no-cost service to the City of Coburg valued at approximately \$6000.00 per year. In addition, they provide no-cost service to community events. They have implemented a recycling service in the City even when it was not required due to the size of the City. Per community requests they are now prepared to implement a yard debris service as well. Coburg Sanitary Service is proposing doubling the franchise fee to \$2000 per year for a 10-year agreement ending in 2030.

Further information regarding their proposal of rates and service changes can be found in the attachment to this report.

This ordinance was written 40 years ago and has been amended every 10 years. Staff feels it is time combine the amendments and repeal outdated versions of this Ordinance. This has created a stronger document that is clearer and easier to administer. This has required additional time by staff and for the City Attorney.

---

#### **RECOMMENDATION AND ALTERNATIVES**

Staff recommends that the City Council adopt Ordinance A-111-D as written.

As the current franchise agreement ended on June 30, 2020. Staffed asked the Manager of Coburg Sanitary Service, Inc. if they were comfortable working under the current agreement until the new ordinance was drafted and adopted and they agreed. If no renewal is made in July, there will be no Franchise Agreement in place for Garbage Service in Coburg. It is recommended that the second reading is waived, and the ordinance is adopted with the first reading.

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

This would increase the franchise fee revenues collected to \$2000 from the current \$1000.

---

#### **PUBLIC INVOLVEMENT**

Public Hearing held on July 14, 2020. In addition, there was a staff report provided in the packet for City Council at the June, 2020 meeting. This council packet is public record and was made available to the public.

---

#### **NEXT STEPS**

Ordinance A-111-D, will become effective immediately if passed with the Emergency Clause.

---

#### **ATTACHMENTS**

- A. Draft Ordinance A-111-D
  - B. Proposal for Sanitary Service – Coburg Sanitary Service Inc.
- 

#### **REVIEWED THROUGH:**

**Anne Davies, City Attorney**  
**Sammy Egbert, City Recorder**

---

## ORDINANCE A-111-D

### **AN ORDINANCE GRANTING AN EXCLUSIVE FRANCHISE TO COBURG SANITARY SERVICE INC. TO COLLECT GARBAGE, TRASH, RECYCLABLES, YARD DEBRIS AND OTHER REFUSE WITHIN THE CITY LIMITS, PROVIDING FOR THE TERM OF FRANCHISE; PROVIDING FOR PAYMENTS TO THE CITY FOR FRANCHISE; REPEALING ORDINANCES A-111, A-111-A, A-111-B, A-111-C AND DECLARING AN EMERGENCY TO EXIST**

**WHEREAS**, since June 1980, the City of Coburg has had a garbage franchise with Coburg Sanitary Service; and

**WHEREAS**, the existing franchise provides for an option for renewal; and

**WHEREAS**, the Coburg City Council conducted a public hearing on July 14, 2020, regarding the renewal of the franchise with Coburg Sanitary Service, Inc., an Oregon corporation (hereinafter referred to as franchisee or collector); and

**WHEREAS**, the Coburg City Council has no knowledge of any incidents of noncompliance with said franchise by the franchisee; and

**WHEREAS**, franchise desires to exercise their option to renew under the existing franchise, and seeks to obtain an additional option to renew; and

**WHEREAS**, the City of Coburg desires to accept and exercise that authority granted to it by the State of Oregon pursuant to Oregon Revised Statute 459A.085, and to grant renewal of said franchise to franchisee upon the terms set forth below.

#### **THE CITY OF COBURG ORDAINS AS FOLLOWS:**

##### Section 1. Definitions.

- a. **Garbage and refuse.** Solid waste, semi-solid waste including, without limitation; garbage, rubbish, refuse, trash, ashes or swill, new print or waste paper, corrugated or cardboard, grass clippings, compost, residential, commercial, industrial, governmental or institutional wastes, discarded home or industrial appliances, equipment or furniture, vehicle parts or tires, vegetable or animal waste or other wastes.
- b. **Recyclable Material.** Any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.

- c. **Yard Debris.** Includes grass clippings, leaves, hedge trimmings and similar vegetative waste generated from residential property or landscaping activities, but does not include stumps or similar bulky wood materials.

Section 2. This ordinance shall be deemed to have been adopted and granted pursuant to ORS 459A085.

Section 3. The City Council of the City of Coburg hereby accepts Franchisee's exercise of its option to renew the existing franchise, as amended herein.

Section 4. Franchisee is hereby granted a ten-year franchise term (expiring July 13, 2030), on the terms set forth herein, providing Franchisee the exclusive right, franchise and privilege of collecting and hauling over the streets of the City of Coburg all garbage and refuse, recyclables, and yard debris.

Section 5. Franchisee is further granted an option to renew this franchise for an additional ten-year period.

Section 6. Within 30 days after adoption and approval of this ordinance, Franchisee shall file with the City Recorder its written acceptance, subject to all of the terms and conditions provided herein. In the event such acceptance is not filed as set forth above, this ordinance shall become void and of no further force and effect.

Section 7. In consideration for the granting of this privilege, right, and franchise, the Franchisee hereby agrees to pay to the City of Coburg the sum of \$2,000.00 per year during the term of this franchise, which sum shall be first payable within thirty days after its acceptance hereof and thereafter within thirty days after each annual anniversary date of this ordinance. As further and additional compensation, Franchisee shall remove all garbage, miscellaneous refuse, recyclables, and yard debris from all administrative buildings of the City of Coburg free of charge.

Section 8. Except as set forth in Section 9, it shall be unlawful for any person or persons, firms or corporations to haul, carry, or dispose of garbage, refuse, recyclables or yard debris within the City of Coburg except as provided in this ordinance.

Section 9. Persons and practices exempt from franchise.

- A. Nothing in this ordinance shall prevent the burning of leaves and dry rubbish.
- B. Nothing in this ordinance shall prevent an individual from hauling his own garbage, refuse, recyclables, or yard debris as provided herein and disposing of the same in a lawful manner.

Section 10. No person or persons shall fill refuse containers with dishwasher or other liquids or semi-liquid kitchen wastes, which are properly disposable down the sanitary drain, and no

person, shall overload containers beyond the point where covers can be securely replaced. All garbage and refuse shall be wrapped in paper, placed in paper sacks, or wrapped or placed in sacks or containers made of such other materials that prevent or minimize leakage prior to being placed in any garbage can for collection.

Section 11. The Franchisee shall have and place in operation at least one (1) truck for the pick-up of garbage, recyclables, and yard debris, in keeping with modern standards of sanitation as provided by the State of Oregon Department of Sanitation.

As the City of Coburg grows in size and population, the City Council shall have the authority to require an additional truck or trucks in order that pick-ups shall be maintained in accordance with customary standards of good garbage, recyclable, or yard debris collection.

Section 12. All equipment used by the Franchisee shall be kept and maintained and clean. The Franchisee shall add to its equipment as it may become necessary in order to properly and in a sanitary manner collect garbage, recyclables and yard debris within the City limits and to transport the same, and there shall at all times be sufficient equipment to comply with the terms of this ordinance.

Section 13. The Franchisee shall make collections throughout the Coburg City Limits as required by the City Council; collection in all residential districts shall be conducted at least weekly. Franchisee shall perform all work in compliance with all the laws and regulations of the City of Coburg, the State of Oregon, and the United States federal government, including, without limitation, those pertaining to hazardous or toxic waste materials.

Section 14. Should the Franchisee fail, neglect or refuse to perform any of the terms, provisions, or stipulations of this agreement to be performed by Franchisee, then the City of Coburg shall have the right to cancel this agreement and franchise. Cancellation may be carried out by the City of Coburg in the event that there are repeated uncorrected violations of this franchise, and such cancellations shall be accomplished in the following manner: The City Recorder of the City of Coburg shall keep a record in writing of repeated uncorrected violations and shall report these violations to the Mayor who in his discretion may call for an explanation before the City Council of the City of Coburg. If the City Council in its own sole discretion decides it is in the best interest of the City of Coburg that this franchise be cancelled, then it may be cancelled by the Council by resolution. It is further understood that continued repeated violations, even though corrected, shall constitute evidence of bad faith on the part of the Franchisee, and shall in and itself be sufficient basis for the Mayor to call upon the Franchisee for an explanation before the Council in the manner above stated to the end that this franchise may be cancelled.

Section 15. Said Franchisee shall report all filth, dirt, garbage and miscellaneous refuse to the City of Coburg authorities and shall use every means within his command to assist in maintaining a clean, healthful and sanitary City.

Section 16. The rates to be charged by the Coburg Sanitary Service, Inc. for the collection of garbage, recyclables and yard debris under this franchise shall be as hereinafter set forth and not in excess thereof, with the Coburg Sanitary Service, Inc. having the right to collect such rates monthly in advance; and in the event that any person, firm, corporation or householder shall fail to pay the Franchisee for the services rendered by the Franchisee for a period of thirty (30) days, then the Franchisee shall prepare a statement to that effect and to the effect that he is terminating service to such person, firm, corporation or householder, and deliver a copy thereof to the City. The Franchisee shall have no duty to again commence serving said person until the Franchisee shall have been reimbursed for the delinquent payments.

Section 17. The rates to be charged until further action by the Council shall be as set forth in Schedule "A" attached hereto. Commercial rates will go into effect September 1, 2020 and residential rates will go into effect May 1, 2021.

Section 18. Upon the request of the Franchisee, the Council may consider a change to rates from time to time during the period of this franchise or any extensions thereof. Any such change may be adopted by resolution.

Section 19. The Franchisee shall keep sufficient records of account so that all disputes with reference to billing and payment may be resolved at least to the extent that the franchisee shall have evidence for the position taken by him in the event of any dispute.

Section 20.

Violation of this Ordinance which shall constitute a Class C infraction. In addition to the imposition of any fine for the conviction for the violation of any provision of this ordinance, the Municipal Judge may also require a person convicted of violating this ordinance to pay for all or part of the court costs, the City's attorney fees in prosecuting the case, and such other reasonable costs which the City has incurred in the case.

Section 21. This franchise shall be nontransferable except upon the consent of the City Council; however, such consent shall not be unreasonably withheld.

Section 22. The City of Coburg retains the right to amend this ordinance without prior consent and signature of the Franchisee, provided that any such amendment does not materially alter the rights and obligations of the Franchisee.

Section 23. Franchisee, their employees, agents, and contractors are not employees or agents of the City of Coburg for any purposes whatsoever. Franchisee shall defend, indemnify, and hold harmless the City of Coburg, its officers, employees, and agents from all damages, costs, payments, and liability which may arise from this ordinance or their performance hereof due to their act, omission, negligence or other wrongful conduct, or that of their employees, agents or contractors. Franchisee shall within thirty days after each annual anniversary date thereafter provide the City of Coburg with certificates of liability and workers compensation insurance proving that said coverage is and will continue to be in effect, that the City will receive notice

prior to any cancellation thereof and that the amounts thereof are sufficient to reasonably protect the City hereunder.

Section 24. In the event that any section or provision of this ordinance shall be judged to be invalid and unenforceable, then such adjudication shall invalidate only those section(s) or provision(s) which have been so judged, and the remaining sections and provisions shall remain in full force and effect.

Section 25. The City of Coburg’s garbage franchise has expired, and the City Council determines that it is necessary for the immediate preservation of the peace, health and safety of the City that this ordinance takes effect immediately upon its passage by the City Council. Accordingly, hereby declare emergency.

Section 26. Ordinance A-111 Granting a Franchise to Ronald W. Nealon and Christine E. Nealon dba Coburg Sanitary Service, enacted June 10, 1980 is repealed. Ordinance A-111-A Amended Ordinance A-111 Renewing the franchise, enacted August 14, 2020 is repealed. Ordinance A-111-B Amending Ordinance A-111 and A-111-A to renew and extend the franchise term, enacted July 18, 2000 is repealed. Ordinance A-111-C amending Ordinances A-111, A-111-A, A-111-B to renew and extend franchise term, enacted June 8, 2010 is repealed.

**ADOPTED** by the **City Council** of the **City of Coburg** this 14<sup>th</sup> day of July, 2020. By a vote of \_\_\_\_ and \_\_\_\_ against.

**APPROVED** by the Mayor of the City of Coburg this 14<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Ray Smith, Mayor

ATTEST:

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

# Ordinance A-111-D Schedule A

## Residential Rates For Solid Waste Collection In the City of Coburg, Oregon

1. Basic Residential Curbside Service - Monthly:

The rates in this section include collection charges for garbage, recycling, and yard debris (unless otherwise specified); and applicable disposal fees. These rates are for curbside service only. The customer places the container curbside and retrieves it after collection.

### RATES PER MONTH

	EOW <sup>1</sup>	Weekly	Each Additional Container
35 Gallon	\$16.75	\$24.50	\$20.00
65 Gallon		\$39.90	\$32.00
95 Gallon		\$49.90	\$42.00

<sup>1</sup>35 gallon can every other week only available for non-putrescible solid waste.

### Additional Service

Recycling service only (every other week).....	\$12.50/month
Additional recycling receptacle.....	\$8.00/month
Yard debris only (every other week).....	\$10.50/month
Additional yard debris receptacle.....	\$6.75/month
Pack out service (up to 100 feet from curbside).....	\$5.00/month/container
Call back fee.....	\$6.00/each occurrence
Start/stop fee.....	\$5.00/each occurrence
Propped open receptacle lid.....	\$5.00/each occurrence
Extra bag or container.....	\$5.00/bag/32 gallon unit
Contamination fee.....	\$27.50/per occurrence

2. Inside a Mobile Home Park, Condominium, or Apartment Complex:

The rates in this section include collection charges for solid waste and recycling (every other week recycling) and applicable disposal fees. These rates apply when the Mobile Home Park, Condominium, or Apartment Complex management is billed for solid waste removal within the Mobile Home Park, Condominium, or Apartment Complex on a single bill. Basic residential collection rates shall apply when residents of such complexes are billed individually. Service of any type collected more frequently than once a week shall be charged at the monthly rate multiplied by the number of times that service is provided during the week.

RATES PER MONTH

	<b>EOW</b>	<b>Weekly</b>
<i>35 Gallon</i>	N/A	\$16.00
<i>65 Gallon</i>	N/A	\$28.50
<i>95 Gallon</i>	N/A	\$37.25

\*\*If recycling that is not prepared properly it will not be picked up\*\*

3. Commercial Container Rate Monthly:

A. Roll Cart Rates:

The rates in this section include collection charges for solid waste and recycling; applicable disposal fees; and Lane County fees. These rates are for curbside service only. The customer places the container at the curbside for collection and the customer retrieves the container after collection. These rates do not include yard debris service.

	Monthly <sup>2</sup>	EOW <sup>2</sup>	Collection per Week					
			1	2	3	4	5	6
35 Gallon <sup>3</sup>	9.50	15.20	23.70	47.40	71.10	94.80	118.50	142.20
60 Gallon	NA	NA	42.70	85.40	128.10	170.80	213.50	256.20
90 Gallon	NA	NA	53.20	106.40	159.60	212.80	266.00	319.20

<sup>2</sup>Only available for non-putrescible solid waste.

<sup>3</sup>Rate applies to container capacity of 30 to 40 gallons.

B. Container Rates<sup>5</sup>:

Bin Size (cu/yds)	*on call	*Monthly <sup>4</sup>	EOW <sup>4</sup>	Collection Per week						
				1	2	3	4	5	6	7
1.5	35.50	30.50	66.50	132.50	268.00	402.00	536.00	670.00	804.00	938.00
Each add 1	33.00	28.00	56.00	122.00	246.00	369.50	492.50	616.00	739.00	862.00
2	45.00	40.00	81.50	174.50	353.00	529.50	706.00	882.50	973.00	1235.50
Each add 1	42.00	37.00	76.75	160.50	324.00	486.50	648.50	810.50	973.00	1135.00

<sup>4</sup>Only available for non-putrescible solid waste.

<sup>5</sup>Containers Compacted either manually or mechanically compacted will be charged at the rate shown on 'Table C. Rear Load Compactors'.

**\*\*Above rates include disposal fee\*\***

\*In addition to the monthly and on-call charge per pick-up, the following monthly container rental rates will be charged.

Bin Size (cu/yds)	Monthly On-Call Container Rental
1	\$10.00
1.5	\$10.00
2	\$15.00
3	\$15.00
4	\$25.00
5	\$25.00
6	\$25.00

C. Rear load Compactors:

Compactors either manually or mechanically compacted

Bin Size (cu/yds)	On Call	EOW	Collection Per Week						
			1	2	3	4	5	6	7
1.5	77.00	140.50	305.00	616.50	925.00	1233.00	1541.50	1850.00	2158.00
2	101.00	185.00	402.00	812.00	1218.00	1624.00	2029.50	2435.50	2841.50
3	149.50	270.50	588.00	1187.50	1881.00	2375.00	2969.00	3562.50	4156.50
4	197.50	351.50	764.50	1544.00	2316.00	3088.00	3860.00	4632.50	5404.50
5	245.50	428.50	932.00	1882.00	2823.50	3764.50	4705.50	5646.50	6588.00
6	294.00	501.50	1090.50	2202.50	3304.00	4405.50	5506.50	6608.00	7709.50

4. Drop Box Rates:

Rates for drop boxes are set on a per pull basis and do not include the disposal fees. Disposal fees and/or other applicable Lane County fees are charged at the actual cost.

A. Drop Box Rates:

- 1. Removal of waste by Drop Box for cubic yard capacity.....\$5.25/yard
- 2. Removal of waste by compactor Drop Box for cubic yard capacity.....\$10.50/yard
- 3. Charge for placement of box in one-time pick-up.....\$53.00
- 4. Demurrage rates: delivery date and following seven days until emptied.....\$0.00  
subsequent days until emptied.....\$5.25
- 5. Charge to relocate box.....\$53.00

\*\*Disposal fees for Drop Box will be charged to the customer in addition to the Per Yard Rate\*\*

- 6. Removal of refuse by Hour or Load (does not include disposal fee):
  - a. Open space bed truck and one worker.....\$75.00
  - b. Open space bed truck and two workers...\$25.00 additional to #1
  - c. Packer 20yard and under, one worker.....\$75.00
  - d. Packer 20yard and under, two workers.....\$25.00 additional to #3
  - e. Load trash at curb, with no item exceeding 6ft in length
    - i. Truck and one worker-per load....\$75.00
    - ii. Truck and two workers-per load...\$25.00 additional to i

5. Conditions and surcharges

- A. Residential customers shall limit weight of a receptacle and its contents to the following maximum weight:

<b>Cart Capacity</b>	<b>Maximum Weight</b>
35 Gallon	60 lbs
65 Gallon	120 lbs
95 Gallon	145 lbs

- B. The weight of material put into a commercial receptacle or drop box, whether compacted or not, shall not exceed the lifting capacity of the licensee's equipment, nor shall the weight of a loader's drop box put the licensee over the weight limit for the loader vehicle. The licensee shall furnish the customer with information concerning limitations on its equipment upon request. A licensee is not required to collect receptacles exceeding 300 pounds gross loaded contents per cubic yard. However, if the licensee collects a receptacle exceeding weight limits, the licensee may charge the customer for disposal costs on the excess over 300 pounds per cubic yard. If drop boxes are overloaded to exceed the weight limit for a loaded vehicle, the customer shall be responsible for payment of any fine resulting from an overweight ticket. If the contents of a drop box or container are compacted, either manually or mechanically, the customer shall pay the city-approved compact rate.

# **For the Mayor and City Council of Coburg, Oregon**

May 1st, 2020



## **Proposal for Rates and Service Changes on Commercial and Residential Services within the City of Coburg**

Coburg Sanitary Service Inc.  
Locally owned and operated  
By Ron Nealon and Richard Nealon

**Coburg Sanitary Service Inc.**  
**P.O. Box 8467**  
**Coburg, OR 97408**  
**541-683-5929**

**Topic: Discussion and Proposal**

Below, please find our topics of discussion on waste and recycling for the city of Coburg:

Ron Nealon and, son, Richard Nealon (owners of Coburg Sanitary Service Inc.) currently hold a franchise agreement with the City of Coburg for waste management. Recently our company was approached by the Mayor and City staff regarding the option of adding yard debris to our services.

- **A little history-**

Our small family owned company, Coburg Sanitary Service, has been providing services to the City of Coburg for forty-two years. We take a great deal of pride that we have not only provided satisfactory waste services to the public, but have also never failed to collect Coburg residents garbage on their designated pick up day. Ron's parents and siblings lived in Coburg when he was born and when he was two they moved right outside of the town where his mom still lives after sixty-five years. Ron bought the business from a local resident, Irvin Gustafson, in 1978; he was twenty-five years old with a young family. Ron sold his home to contribute to the purchase of the tiny one truck garbage business. Ron's son and daughter, Richard and Sharon, would often ride with him on his garbage route. At the young age of sixteen, his son, Richard joined his father in the business; they have now been working alongside each other for over thirty years. The growing business that started with one truck and a father and son, is now a small, family owned company operating with six trucks, family drivers: a grandson and step son along with son, Richard and Ron themselves. Richards's wife, Marcella Nealon greets customers and assists with needs regarding billing. We are proud to say our company is the true definition of a "FAMILY BUSINESS"!

- **Fee Proposal-**

Coburg Sanitary Service Inc. is proposing another 10 year exclusive franchise. Our owners and workers live in the Coburg area and feel beyond dedicated to the community in which they serve. Coburg Sanitary Service Inc. provides no cost service to the City of Coburg facilities (approximately \$6000 annually) and all community events that take place throughout the year. Along with the complimentary services, we propose to increase our annual franchise fee to \$2000, which would double the current fee. We hope that the council recognizes that we are proposing to provide yard debris service, to the city of Coburg which has less than 2,000 people, that isn't mandated by the state until a City's population reaches 10,000. We have gladly already implemented recycling, which isn't required until a city has reached a population of 4,000.

- **Operation increases-**

Our waste management operating costs have risen considerably since our last rate increase in 2013. Some of our largest increases have been due to the high cost of disposing of recyclables at the Recycling facilities, as well as due to China refusing to accept recyclable materials. Landfill costs, insurances, licenses, truck maintenance and repairs also contribute to these increases. We've seen our sales income decrease by at least 25% due to our commercial accounts cutting back due to the COVID-19 pandemic.

- **Residential rate proposal-**

Our proposal is for adding yard debris pick up on an every other week (EOW) schedule. This will change our previously existing comingle recycling pickup to a biweekly service, alternating with yard debris. Our current most commonly used residential service is the thirty-five gallon waste receptacle at the current price of \$19.95 per month for weekly service with recycling; we will be increasing its price to \$24.50 to include sixty-five gallon yard debris receptacle. This brings our prices to just under the Eugene hauler's minimum pricing. New Residential rate would be effective May 1st, 2021 (view price sheet for larger can pricing). This would allow time for notifying customers and purchasing equipment from our suppliers.

- **Commercial rate proposal-**

The most commonly used commercial dumpster is the one and a half cu/yd. Our current rate is \$101.30 per month for weekly service; we would like to increase this rate to \$132.50 per month. This will bring us in line with the actual cost of providing both waste and recycling to our commercial customers and with Eugene Hauler's fees. New commercial rates would be effective September 1st, 2020 (view price sheet for larger can pricing).

**Residential Rates  
For Solid Waste Collection  
In the City of Coburg, Oregon**

1. Basic Residential Curbside Service - Monthly:

The rates in this section include collection charges for garbage, recycling, and yard debris (unless otherwise specified); and applicable disposal fees. These rates are for curbside service only. The customer places the container curbside and retrieves it after collection.

**RATES PER MONTH**

	<b>EOW<sup>1</sup></b>	<b>Weekly</b>	<b>Each Additional Container</b>
<i>35 Gallon</i>	\$16.75	\$24.50	\$20.00
<i>65 Gallon</i>		\$39.90	\$32.00
<i>95 Gallon</i>		\$49.90	\$42.00

<sup>1</sup>35 gallon can every other week only available for non-putrescible solid waste.

**Additional Service**

Recycling service only (every other week).....	\$12.50/month
Additional recycling receptacle.....	\$8.00/month
Yard debris only (every other week).....	\$10.50/month
Additional yard debris receptacle.....	\$6.75/month
Pack out service (up to 100 feet from curbside).....	\$5.00/month/container
Call back fee.....	\$6.00/each occurrence
Start/stop fee.....	\$5.00/each occurrence
Propped open receptacle lid.....	\$5.00/each occurrence
Extra bag or container.....	\$5.00/bag/32 gallon unit
Contamination fee.....	\$27.50/per occurrence

Container exchange fee.....\$15.00/per occurrence

Bulk rates:

- a. Minimum service fee.....\$25.00
- b. Each item at curb, at hauler discretion.....\$5.00-\$50.00/per item

Single 32 gallon can, collection once a month..... \$7.00

(Only available for non-putrescible solid waste, does not include recycling pick-up)

With a continuous overfilled waste receptacle we have the right to either a. no longer collect garbage until the receptacle lid can close or b. until the customer increases can size.

2. Inside a Mobile Home Park, Condominium, or Apartment Complex:

The rates in this section include collection charges for solid waste and recycling (every other week recycling) and applicable disposal fees. These rates apply when the Mobile Home Park, Condominium, or Apartment Complex management is billed for solid waste removal within the Mobile Home Park, Condominium, or Apartment Complex on a single bill. Basic residential collection rates shall apply when residents of such complexes are billed individually. Service of any type collected more frequently than once a week shall be charged at the monthly rate multiplied by the number of times that service is provided during the week.

RATES PER MONTH

	<b>EOW</b>	<b>Weekly</b>
<i>35 Gallon</i>	N/A	\$16.00
<i>65 Gallon</i>	N/A	\$28.50
<i>95 Gallon</i>	N/A	\$37.25

**\*\*If recycling that is not prepared properly it will not be picked up\*\***

### 3. Commercial Container Rate Monthly:

#### A. Roll Cart Rates:

The rates in this section include collection charges for solid waste and recycling; applicable disposal fees; and Lane County fees. These rates are for curbside service only. The customer places the container at the curbside for collection and the customer retrieves the container after collection. These rates do not include yard debris service.

	Monthly <sup>2</sup>	EOW <sup>2</sup>	Collection per Week					
			1	2	3	4	5	6
35 Gallon <sup>3</sup>	9.50	15.20	23.70	47.40	71.10	94.80	118.50	142.20
60 Gallon	NA	NA	42.70	85.40	128.10	170.80	213.50	256.20
90 Gallon	NA	NA	53.20	106.40	159.60	212.80	266.00	319.20

<sup>2</sup>Only available for non-putrescible solid waste.

<sup>3</sup>Rate applies to container capacity of 30 to 40 gallons.

#### B. Container Rates<sup>5</sup>:

Bin Size (cu/yds)	*on call	*Monthly <sup>4</sup>	EOW <sup>4</sup>	Collection Per week						
				1	2	3	4	5	6	7
1.5	35.50	30.50	66.50	132.50	268.00	402.00	536.00	670.00	804.00	938.00
<i>Each add 1</i>	33.00	28.00	56.00	122.00	246.00	369.50	492.50	616.00	739.00	862.00
2	45.00	40.00	81.50	174.50	353.00	529.50	706.00	882.50	973.00	1235.50
<i>Each add 1</i>	42.00	37.00	76.75	160.50	324.00	486.50	648.50	810.50	973.00	1135.00

<sup>4</sup>Only available for non-putrescible solid waste.

<sup>5</sup>Containers Compacted either manually or mechanically compacted will be charged at the rate shown on 'Table C. Rear Load Compactors'.

**\*\*Above rates include disposal fee\*\***

\*In addition to the monthly and on-call charge per pick-up, the following monthly container rental rates will be charged.

<b>Bin Size (cu/yds)</b>	<b>Monthly On-Call Container Rental</b>
1	\$10.00
1.5	\$10.00
2	\$15.00
3	\$15.00
4	\$25.00
5	\$25.00
6	\$25.00

*C. Rear load Compactors:*

Compactors either manually or mechanically compacted

<b>Bin Size (cu/yds)</b>	<b>On Call</b>	<b>EOW</b>	<b>Collection Per Week</b>						
			<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>
1.5	77.00	140.50	305.00	616.50	925.00	1233.00	1541.50	1850.00	2158.00
2	101.00	185.00	402.00	812.00	1218.00	1624.00	2029.50	2435.50	2841.50
3	149.50	270.50	588.00	1187.50	1881.00	2375.00	2969.00	3562.50	4156.50
4	197.50	351.50	764.50	1544.00	2316.00	3088.00	3860.00	4632.50	5404.50
5	245.50	428.50	932.00	1882.00	2823.50	3764.50	4705.50	5646.50	6588.00
6	294.00	501.50	1090.50	2202.50	3304.00	4405.50	5506.50	6608.00	7709.50

4. Drop Box Rates:

Rates for drop boxes are set on a per pull basis and do not include the disposal fees. Disposal fees and/or other applicable Lane County fees are charged at the actual cost.

A. Drop Box Rates:

1. Removal of waste by Drop Box for cubic yard capacity.....\$5.25/yard
2. Removal of waste by compactor Drop Box for cubic yard capacity.....\$10.50/yard
3. Charge for placement of box in one-time pick-up.....\$53.00
4. Demurrage rates: delivery date and following seven days until emptied.....\$0.00  
 subsequent days until emptied.....\$5.25
5. Charge to relocate box.....\$53.00  
 \*\*Disposal fees for Drop Box will be charged to the customer in addition to the Per Yard Rate\*\*
6. Removal of refuse by Hour or Load (does not include disposal fee):
  - a. Open space bed truck and one worker.....\$75.00
  - b. Open space bed truck and two workers...\$25.00 additional to #1
  - c. Packer 20yard and under, one worker.....\$75.00
  - d. Packer 20yard and under, two workers.....\$25.00 additional to #3
  - e. Load trash at curb, with no item exceeding 6ft in length
    - i. Truck and one worker-per load....\$75.00
    - ii. Truck and two workers-per load...\$25.00 additional to i

5. Conditions and surcharges

- A. Residential customers shall limit weight of a receptacle and its contents to the following maximum weight:

<b>Cart Capacity</b>	<b>Maximum Weight</b>
35 Gallon	60 lbs
65 Gallon	120 lbs
95 Gallon	145 lbs

- B. The weight of material put into a commercial receptacle or drop box, whether compacted or not, shall not exceed the lifting capacity of the licensee's equipment, nor shall the weight of a loader's drop box put the licensee over the weight limit for the loader vehicle. The licensee shall furnish the customer with information concerning limitations on its equipment upon request. A licensee is not required to collect receptacles exceeding 300 pounds gross loaded contents per cubic yard. However, if the licensee collects a receptacle exceeding weight limits, the licensee may charge the customer for disposal costs on the excess over 300 pounds per cubic yard. If drop boxes are overloaded to exceed the weight limit for a loaded vehicle, the customer shall be responsible for payment of any fine resulting from an overweight ticket. If the contents of a drop box or container are compacted, either manually or mechanically, the customer shall pay the city-approved compact rate.



## **COBURG CITY COUNCIL ISSUE ITEM**

---

### **TOPIC: Resolution 2020-16, A Resolution Raising the EDU Rate for Wastewater and Rescinding Resolution 2017-04**

---

**Meeting Date: July 14, 2020**  
**Staff Contact: Anne Heath, City Administrator**  
**Contact: 541-682-7871, anne.heath@ci.coburg.or.us**

---

#### **SUGGESTED COUNCIL ACTION**

Adopt Resolution 2020-16, A Resolution Raising the EDU Rate for Wastewater

"I move that the Council adopt Resolution 2020-16 raising the sewer fee from \$85.00 to \$86.70 per EDU and rescinding Resolution 2017-04

---

#### **COUNCIL GOALS**

**Improve Financial Position**  
**Employ Infrastructure Sustainability**

---

#### **BACKGROUND**

A city's wastewater rates are always based on a 20 year model which projects revenue and cost over the planning period. Because reality rarely ever matches the projections, the model is updated annually to reflect current year actuals as well as any new information that would make a substantial change to the model such as changes in tax collections, users, development, and debt service.

When the rate was set by the Council at \$85 a month in 2014, the Council discussion included consideration of several elements of the model. The Council chose an initial rate with the understanding that it was a projection and that the projection reflected a need for regular increases in rates every year for approximately ten years. The Council understood that the size of the annual monthly increase would vary as reality impacted the model. The Council also understood that it was selecting a rate that would not support the system going forward unless

there were regular rate increases in the future.

Rates were initially set just as construction was ending. In the intervening period, reality has demonstrated that the model’s projections were correct in some regards and missed in other ways. This led to the City updating the model annual.

In April, 2016, the model showed that if the City did not begin adjusting its rates upwards in fiscal year 2017, the City would quickly exhaust its reserves. The 2016 model also showed operating costs were higher than projected, and that there was a significant decrease in the Urban Renewal District tax revenue. In addition, there were other costs that were not included in the model, such building a reserve to replace the membrane filters when they reach the end of their expected life. Therefore, for Fiscal Year 2017 the Council made the decision to increase sewer rates by \$5.10 in 2017, and potentially every year after for the next 10 years.

When adjusting the model for Fiscal Year 2018 there were several positive factors that changed in 2017 that created a different projection resulting in the Council reducing rates back down to \$85.00 where they have remained.

**ANALYSIS**

In Fiscal Year 2020 the City budgeted to contract a utility rate analysis for the Water and Sewer. The analysis resulted in a recommendation of a slight increase in sewer fees for 2020 of \$1.70 and a similar increase to sewer rates through 2028. This is based on projected growth and development, and needs to be revisited annually prior to the budget being presented.

**City of Coburg**  
**Utility Rate Study: Sewer Utility**  
*Sewer Rate Schedule*

Across-the-Board Rate Schedule	Previous	Existing	ATB								
Implementation			7/1/2020	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026	7/1/2027	7/1/2028
<b>Annual System-Wide Rate Increase</b>			<b>2.00%</b>	<b>2.00%</b>	<b>2.00%</b>	<b>1.00%</b>	<b>1.00%</b>	<b>1.00%</b>	<b>1.00%</b>	<b>1.00%</b>	<b>1.00%</b>
<b>Fixed Rates per EDU</b>											
Wastewater Rate	\$85.00	\$85.00	\$86.70	\$88.43	\$90.20	\$91.10	\$92.02	\$92.94	\$93.87	\$94.80	\$95.75
<b>Assisted Income Rates per EDU</b>											
<100% of the poverty level	\$55.00	\$55.00	\$56.10	\$57.22	\$58.37	\$58.95	\$59.54	\$60.14	\$60.74	\$61.34	\$61.96
<125% of the poverty level	\$61.00	\$61.00	\$62.22	\$63.46	\$64.73	\$65.38	\$66.03	\$66.70	\$67.36	\$68.04	\$68.72
<150% of the poverty level	\$67.00	\$67.00	\$68.34	\$69.71	\$71.10	\$71.81	\$72.53	\$73.26	\$73.99	\$74.73	\$75.48

Note: "Across-the-Board" (ATB) means that all stated rates increase by the same percentage (both the fixed and volume charges), which maintains the existing rate structure.

**RECOMMENDATION AND ALTERNATIVES**

Staff recommends that the Council consider the rate resolution setting the rates for sewer beginning August 1, 2020 at \$86.70 per EDU.

**BUDGET / FINANCIAL IMPACT**

The budget impact of rate increase will provide for increased operating revenue, and the cost of paying the existing sewer debt payments.

---

**PUBLIC NOTICE/INVOLVEMENT**

The attached newsletter was placed in Utility Bills in June. In addition it was placed at the post office and on social media.

---

**NEXT STEPS**

If the resolution is passed the staff will make the necessary adjustments to the utility billing module to update the rate per EDU

---

**ATTACHMENTS**

A. Newsletter regarding increase in sewer fee.

---

**REVIEWED THROUGH:**

Sammy Egbert, City Recorder  
Anne Davies, City Attorney

## RESOLUTION 2020-16

A RESOLUTION RAISING WASTEWATER SERVICE FEES, PROVIDING FOR RATE ADJUSTMENTS AND RESCINDING RESOLUTION 2017-04.

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

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

NOW THEREFORE, THE COBURG CITY COUNCIL RESOLVES AS FOLLOWS:

1. Beginning on September 1, 2020, the Wastewater service rate shall be \$86.70 per month per EDU. Establishing a rate per EDU user does not preclude or limit the City's authority to establish other rates for special circumstances or classes of users of the wastewater system.
2. Unless otherwise altered by the Council or by the City Administrator acting pursuant to authority granted by the Council, wastewater service rates will be adjusted at the beginning of each fiscal year as recommended in the Sewer Utility Analysis until it is determined that there is sufficient income from rates to pay the operating costs and to provide a fiscally prudent reserve.
3. Definitions

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

- A. Average Winter Water Use. Water use, as recorded by a water meter for the months October through April, divided by the number of months of actual use during that time.
- B. EDU. Equivalent Dwelling Unit, calculated based on 846 cubic feet of water use, expressed in a whole number, where any fraction of use greater than 0.10 is rounded to the next highest whole number.
- C. Wastewater Meter Reading. The reading of monthly wastewater volume from a meter measuring fluid output from a property's wastewater system.
- D. Water User. Any person or entity within the City limits of Coburg who has requested and received water from the City of Coburg, or who has otherwise had a water meter attached to plumbing on the person's property.

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

9. To the extent that they are inconsistent with or superseded by any provision of this resolution all prior resolutions on wastewater service rates shall no longer be effective.

**Adopted** by the **City Council** of the **City of Coburg**, Oregon, by a vote of \_ for and \_ against, this 14th day of July, 2020.

\_\_\_\_\_  
Ray Smith, Mayor

ATTEST:

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



## COBURG CITY COUNCIL ACTION/ISSUE ITEM

---

**TOPIC: Roberts Road SCA Grant Pavement Repair Project Contract with Eugene Sand Construction Inc.**

---

**Meeting Date: July 14<sup>th</sup> 2020**

**Staff Contact: Brian Harmon Public Works Director**

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

---

### REQUESTED COUNCIL ACTION

Consider approval of the construction contract with Eugene Sand Construction Inc.

**RECOMMENDED MOTION: *"I move to approve the Roberts Rd SCA Grant Pavement Repair Project contract between the City of Coburg and Eugene Sand Construction Inc."***

---

### BACKGROUND

At the City Council meeting on July 10, 2018 Resolution 2018-17 was adopted authorizing the application to the Oregon Department of Transportation for the Small City Allotment Program Grant for the south end of Roberts Road.

The City Council has designated that the repairs and maintenance of Coburg streets as a priority in the 2018-19 budget and for future years. The Oregon Department of Transportation has changed the Small City Allotment Program to allow for Cities to have more than one project at a time. The amount that may be requested for funding has been raised from \$50,000 to \$100,000 for 2019.

With the COVID-19 pandemic and working through the priorities of street projects with the Street Committee this project has taken a lot longer to put together and get out to bid than we expected

---

### BUDGET

The estimated cost of this contract is \$80,439.80. The funding source for this project is Small City Allotment Grant funded through ODOT.

---

**RECOMMENDATIONS AND ALTERNATIVES**

The alternatives for City Council include:

1. Take no action. If the Council chooses this step the contract will not be awarded.
  2. Approve the contract as drafted. The contract would become effective upon signature and end with final completion on October 30<sup>th</sup> 2020.
  3. Adopt an amended contract. Council may make suggestions for contract changes.
- 

**PUBLIC INVOLVEMENT**

N/A

---

**NEXT STEPS**

The next step would be to implement the contract.

---

**ATTACHMENTS**

- A. Draft Construction Contract
- 

**REVIEWED THROUGH**

**Anne Heath, City Administrator**  
**Anne Davies City Attorney**

# Eugene Sand Construction

Item 8.

90520 Coburg Rd  
Coburg, OR 97408  
USA

Phone: (541) 683-5741  
Fax: (541) 683-5798

<b>To:</b>	City Of Coburg	<b>Contact:</b>	Anne Heath
<b>Address:</b>	91069 North Willamette Street Coburg, OR 97408	<b>Phone:</b>	
<b>Project Name:</b>	CoCoburg Roberts Rd Pavement Repair	<b>Bid Number:</b>	ESC20201622
<b>Project Location:</b>	Roberts Rd, Coburg, OR	<b>Bid Date:</b>	6/23/2020
<b>Addendum #:</b>	1		

Eugene Sand Construction is pleased to present the following Proposal: CCB# 177967

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilization, Bonds, And Insurance	1.00	LS	\$3,000.00	\$3,000.00
2	Temporary Work Zone Traffic Control, Complete	1.00	LS	\$1,500.00	\$1,500.00
3	Erosion Control	1.00	LS	\$1,150.00	\$1,150.00
4	Site Layout, Complete	1.00	LS	\$550.00	\$550.00
5	Removal Of Surfacing	1,025.00	SY	\$1.50	\$1,537.50
6	Saw Cutting	123.00	LF	\$2.60	\$319.80
7	Subgrade Stabilization - As Directed By Engineer	100.00	CY	\$59.00	\$5,900.00
8	General Excavation	410.00	CY	\$16.00	\$6,560.00
9	Subgrade Geotextile	1,025.00	SY	\$1.40	\$1,435.00
10	Aggregate Base 12-Inch-Thick - 1.5" Minus Quarry Rock	565.00	TON	\$32.00	\$18,080.00
11	Level 2, 1/2 Inch Dense HMA	335.00	TON	\$75.00	\$25,125.00
12	Saw Cut, Remove, And Replace Standard Concrete Curb And Gutter - As Directed By Engineer - Complete	75.00	LF	\$90.00	\$6,750.00
13	Thermoplastic, Extruded Or Sprayed, Surface, Non-Profiled	40.00	LF	\$10.50	\$420.00
14	Valley Gutter Concrete Surfacing, Complete	385.00	SF	\$18.50	\$7,122.50
15	Removal Of Concrete Curb And Gutter	55.00	LF	\$18.00	\$990.00
<b>Total Bid Price:</b>					<b>\$80,439.80</b>

**Notes:**

- Price includes one (1) Mobilization  
This Proposal is valid for 30 Days.
- Eugene Sand Construction, Inc., will not be responsible for poor drainage due to design and/or slopes at less than 1½%.
- This proposal is subject to asphalt oil escalation.
- **DOES NOT INCLUDE FLAGGING, ADJUSTMENT OF STRUCTURES (Manholes, Valve Boxes, Cleanout Covers or Other Items in the Grade), PERMITS, AND TESTING**
- **TERMS & CONDITIONS.** Eugene Sand Construction, Inc., agrees to perform all of the paving/construction work as described on the estimate form according to the plans and specifications for the project and/or verbal instructions as presented to Eugene Sand Construction, Inc., by the owner or its representative for purposes of preparing this estimate. These plans and specifications and/or instructions are by this reference incorporated into this estimate.2. Eugene Sand Construction, Inc., agrees that the owner may make any necessary changes in the plans and specifications for the work covered by this estimate and contract that may be deemed necessary during the progress of the work, without invalidating this contract but no change shall be binding until agreed to in writing by Eugene Sand Construction, Inc.. If any such change results in additions or reductions in the amount of work and/or materials required, the owner and Eugene Sand Construction, Inc., shall negotiate and agree upon an equitable change to the contract price.3. In the event that Eugene Sand Construction, Inc., is delayed in the performance of any of its obligations as a result of strikes, unavailability of materials, weather conditions or any other cause beyond the reasonable control of Eugene Sand Construction, Inc., then the time for completion shall be extended for the period of the delay.4. Should concealed or unknown conditions below the surface of the ground or within existing structures otherwise at variance with the conditions indicated by the plans & specifications available for the estimate, or otherwise differing materially from those generally recognized as inherent in work of the character provided for in this contract, be encountered, the contract price shall be equitably adjusted upon claim by Eugene Sand Construction, Inc..5. In case the work should, before completion, be wholly or partially destroyed by fire, defective soil, earthquake, act of God, or by any one other than Eugene Sand Construction, Inc., then the loss occasioned thereby shall be wholly sustained by the owner.

6. TERMS OF PAYMENT:

A. Lump Sum: The lump sum price given is the exact amount for the work to be performed based on the Approved plans and specifications. However, there are changes in the original scope of the project, Eugene Sand Construction, Inc., reserves the right to claim for additional compensation for the portion of the work that was not included in the original bid.

B. Project Pricing: The project price given is approximate. This price is subject to measurement of final quantities on unit prices specified. The owner shall arrange for its representative to provide all measurements in writing to Eugene Sand Construction, Inc., at the earliest practical time. If these measurements are not available, then Eugene Sand Construction, Inc., shall provide all such measurements.

C. Eugene Sand Construction, Inc., shall make progress billings for the work completed on or about the 30th of each month, and the payment on each such billing shall be due and payable in full on the 10th of the month following the progress billing. A late charge of 1 1/2% (18% Annual Percentage Rate) will be imposed on past due balances. Final billing is due 10 days after receipt of the final billing invoice.

D. Eugene Sand Construction, Inc., shall have the right to stop work on the project and claim a Construction Lien if payments are not made in a timely manner.

7. Eugene Sand Construction, Inc., reserves the right to subcontract all or any portions of the project without written consent of the owner. Owner shall not assign this contract or the property covered without written consent by Eugene Sand Construction, Inc., which shall not be reasonably withheld.

8. In the event any suit or action is instituted by either party, the prevailing party shall be entitled to reasonable attorney's fees. In addition, owner agrees to pay all collection costs incurred by Eugene Sand Construction, Inc., in attempting to recover all or any portion of the contract price.

9. The owner agrees to obtain and pay for all permits, licenses, official inspections, etc., unless otherwise stated on the face of the estimate.

10. If the owner or its authorized representative insists upon completion of the work against the advice of Eugene Sand Construction, Inc., because of weather or subsurface conditions, the owner assumes all risks for defects and all extra costs due to such conditions.

11. Guarantee: All material is guaranteed to be as specified and all work to be completed in a workmanlike manner according to standard practices. Eugene Sand Construction, Inc., will warranty all workmanship for a period of one year from date of completion against defects in labor only.

this estimate is subject to credit approval, and is not binding on Eugene Sand Construction, Inc., until approved by authorized signatures.

General Exclusions: Performance Bonds, Engineering, Testing, Surveying, Permits, Rock Excavation, Removal or Abandonment of Existing wells or Underground Tanks, Hazardous Waste Testing, Removal or Disposal, Layout and Striping.

Bid is based on DRY WEATHER construction.

This proposal shall be included in any subcontract agreement.

<p><b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b> <b>Eugene Sand Construction</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Adam Hendershott (541) 207-5814 adam.hendershott@rbmaterials.com</p>
---	---



## COBURG CITY COUNCIL ACTION/ISSUE ITEM

---

### TOPIC: Local Agency Agreement with the Oregon Department of Transportation (ODOT) for State Funded Local Project

---

Meeting Date: July 14, 2020

Staff Contact: Jeff Kernen, Planning & Development Manager

Contact: 541-682-7858 [jeff.kernen@ci.coburg.or.us](mailto:jeff.kernen@ci.coburg.or.us)

---

#### REQUESTED COUNCIL ACTION:

Consider approval to allow for the City to execute a Local Agency Agreement with ODOT for the purpose of delivering a capital sidewalk infill project.

**RECOMMENDED MOTION:** *"I move to approve the City to enter into a Local Agency Agreement with Oregon Department of Transportation (ODOT) for the purpose of delivering a capital sidewalk infill project."*

---

#### BACKGROUND

The City was awarded a small federally funded sidewalk infill project in 2018 as part of the Central Lane MPO Regional Grant Process. Staff worked with ODOT to switch these funds out to state funds, which can result in time and cost savings. ODOT approved this project as a State Funded Local Project (SFLP), and with that came different requirements. The City now has control over the design and bid/construction process, but also is required to submit to ODOT for reimbursement.

This project will take place on the south side of Van Duyn Street in front of Countryside Fellowship Church.

---

#### BUDGET

The cost of the project was scoped at \$44,578.18. The City can receive up to \$40,000 in reimbursement for the total cost. As the City was not notified that this would be converted to a state project and thus be a reimbursed project, this was not a budgeted project as normally the City would not have paid for the project outside of a small match. This will need to be added to the budget in fiscal year 2021.

---

## **RECOMMENDATIONS AND ALTERNATIVES**

Staff recommends that Council approve the City execute the agreement.

---

## **PUBLIC INVOLVEMENT**

This project was approved at the regional level, and was part of a list that went out for public comment in 2018.

## **NEXT STEPS**

The next step is to execute the agreement and begin design work with our contract engineer.

---

## **ATTACHMENTS**

- A. Draft Local Agency Agreement**

## **REVIEWED THROUGH**

**Anne Heath, City Administrator**  
**Anne Davies, City Attorney**

**LOCAL AGENCY AGREEMENT**  
**State Funded Local Project Program**  
West Van Duyn Street (Coburg)

**THIS AGREEMENT** is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and CITY OF COBURG, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

**RECITALS**

1. Agency wishes to exchange unspent federal funds for state funds, in order to fund the Project using state funding. State has determined that Agency is eligible for state funds for the work to be performed under this Agreement through the State Funded Local Project Program. The Parties enter into this Agreement to exchange these funds, identify the Project that will be funded with the state funds, and describe the method State will use to reimburse Agency for work performed on the Project using the state funds, including establishing invoicing requirements and the proportional reimbursement rate.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
3. West Van Duyn Street is part of the county road system under the jurisdiction and control of Lane County. All facilities, except sidewalks and planting strips, within the road right of way are under the jurisdiction and control of Lane County. Sidewalks and planting strips throughout the limits of this project are under the jurisdiction and control of Agency.

**NOW THEREFORE**, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

**TERMS OF AGREEMENT**

1. State and Agency agree to Agency constructing sidewalks on the south side of West Van Duyn Street between Coburg Bottom Loop Road and Water Street, hereinafter referred to as "Project." The Project location and approximate limits are shown on the map marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. The total Project cost for the work to be performed under this Agreement is estimated at \$44,578.18, which is subject to change. Prior to exchanging funds, the federal share of the total Project cost is \$40,000.

City of Coburg / ODOT  
Agreement No. 34174

- a. Per the 1:1 fund exchange ratio of state dollars to federal dollars, Agency will exchange \$40,000 of federal dollars allocated for this Project for \$40,000 of state dollars.
  - b. State funds under this Agreement are limited to \$40,000.
3. Upon receipt and approval of Agency's invoice(s), State shall proportionately reimburse Agency 89.73 percent of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.
  4. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. Any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.
  5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
  6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.

## **AGENCY OBLIGATIONS**

1. Agency shall perform the work described in Terms of Agreement, paragraph 1 of this Agreement.
2. **Americans with Disabilities Act Compliance:**
  - a. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA").

Agency may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

City of Coburg / ODOT  
Agreement No. 34174

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- b. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
  - c. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
  - d. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
    - i. Pedestrian access is maintained as required by the ADA,
    - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
    - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
    - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
    - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
  - e. Maintenance obligations in this section shall survive termination of this Agreement.
3. Except as otherwise provided in Agency Obligations paragraph 2 above, Agency agrees that the Project shall be developed in conformance with the applicable American Association of State Highway and Transportation Officials (AASHTO)

City of Coburg / ODOT  
Agreement No. 34174

standards, including the current edition of A Policy on Geometric Design of Highways and Streets.

4. Agency shall submit all of the following items to State's Project Manager, at Project completion and prior to final payment:
  - a. Final Project Completion Inspection Form No. 734-5063 (completed with State's Project Manager);
  - b. Final Cost; and
  - c. As-Constructed Drawings.
5. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, Key number, the Agreement number, the Project phase and amount charged to each (such as preliminary engineering, right of way, and construction), the invoice number, and will itemize all expenses for which reimbursement is claimed. Invoices shall be presented for periods greater than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Travel expenses will not be reimbursed.
6. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
7. Agency or its consultant shall acquire all necessary right of way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.
8. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

City of Coburg / ODOT  
Agreement No. 34174

9. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
10. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
11. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as 20 years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
12. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
  - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
  - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
13. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.
14. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by

City of Coburg / ODOT  
Agreement No. 34174

the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.

15. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

16. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:

- a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
- b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
- c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than  \$1,000,000  \$2,000,000  \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than  \$1,000,000  \$2,000,000  \$4,000,000  10,000,000.

City of Coburg / ODOT  
Agreement No. 34174

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
  - e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
  - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
17. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
18. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
19. Agency's Project Manager for this Agreement is Anne Heath, City Administrator, City of Coburg, 91136 N. Willamette Street, Coburg, Oregon 97408; phone: (541) 682-7871; email: [anne.heath@ci.coburg.or.us](mailto:anne.heath@ci.coburg.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State shall reimburse Agency 89.73 percent of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of

City of Coburg / ODOT  
Agreement No. 34174

Agreement, paragraph 2 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency, except that final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.

2. State shall provide the following items to Agency's Project Manager no later than 30 days after execution of this Agreement:
  - a. Scoping Notes; and
  - b. Any other project specific information gathered during the scoping and selection process.
3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
4. State's Project Manager for this Agreement is Drake McKee, Transportation Project Manager, ODOT Area 5, 2080 Laura Street, Springfield, Oregon 97477; phone: (541) 736-9156; email: [drake.a.mckee@odot.state.or.us](mailto:drake.a.mckee@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

## GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
  - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
  - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
  - c. If Agency fails to provide payment of its share of the cost of the Project.
  - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

City of Coburg / ODOT  
Agreement No. 34174

- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2(a) or (b) above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the

City of Coburg / ODOT  
 Agreement No. 34174

other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key No. 21376) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

City of Coburg / ODOT  
Agreement No. 34174

**CITY OF COBURG**, by and through its  
elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
City Administrator

Date \_\_\_\_\_

**LEGAL REVIEW APPROVAL** (If required  
in Agency's process)

By \_\_\_\_\_  
City Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Anne Heath, City Administrator  
City of Coburg  
91136 N. Willamette Street  
Coburg, OR 97408  
Phone: (541) 682-7871  
Email: [anne.heath@ci.coburg.or.us](mailto:anne.heath@ci.coburg.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
State Traffic/Roadway Engineer

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Project Delivery Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Area 5 Manager

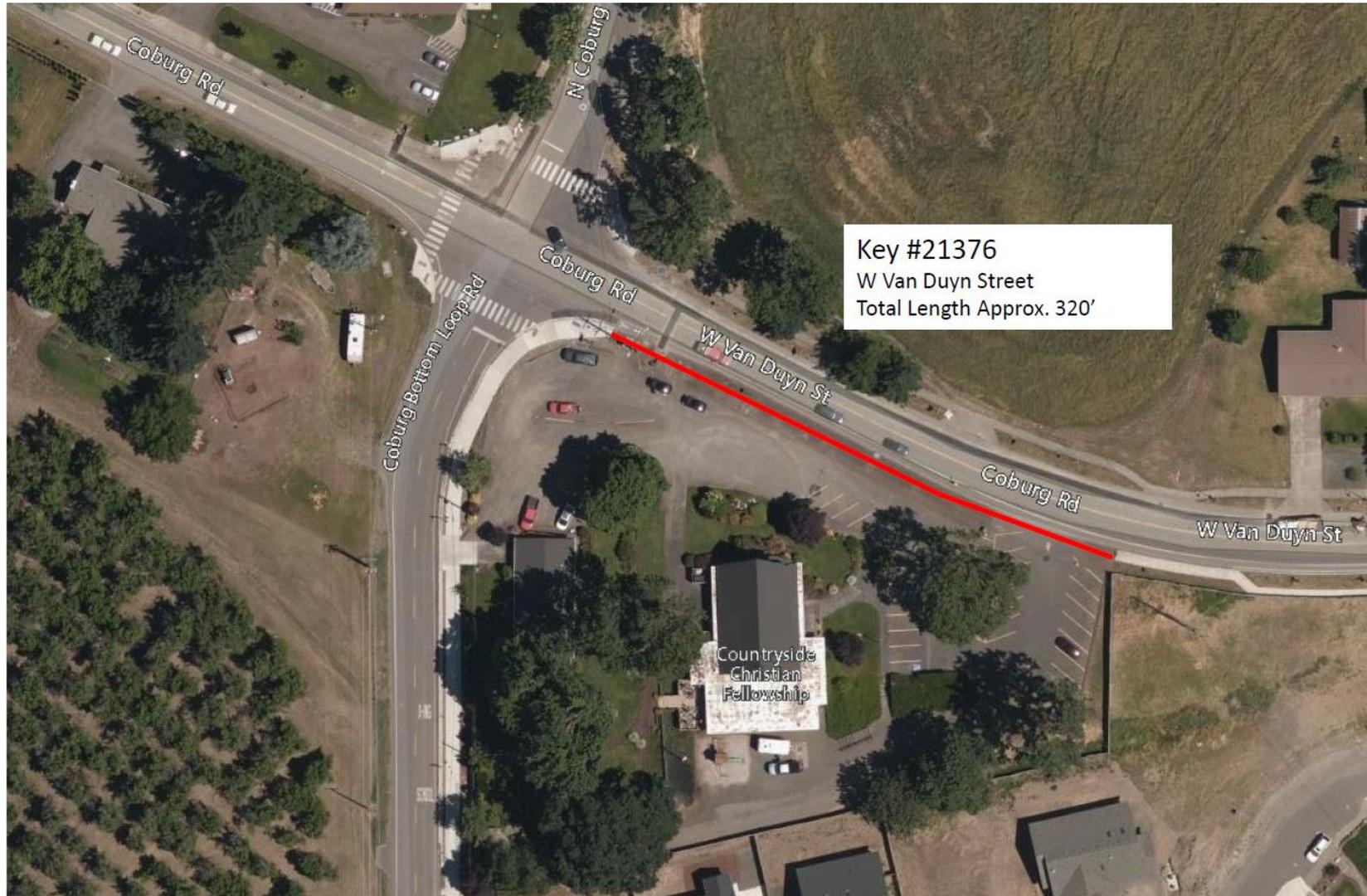
Date \_\_\_\_\_

**State Contact:**

Drake McKee, Transportation Project Mgr.  
ODOT Area 5  
2080 Laura Street  
Springfield, OR 97477  
Phone: (541) 736-9156  
Email: [drake.a.mckee@odot.state.or.us](mailto:drake.a.mckee@odot.state.or.us)

City of Coburg / ODOT  
Agreement No. 34174

### EXHIBIT A – Project Location Map





## COBURG CITY COUNCIL MONTHLY REPORTS

### TOPIC: Citizen Inquiry Quarterly Report

**Meeting Date: July 15, 2020**

**Staff Contact: Sammy Egbert, City Recorder**

**Contact: 541-682-7852, [sammy.egbert@ci.coburg.or.us](mailto:sammy.egbert@ci.coburg.or.us)**

### REQUESTED COUNCIL ACTION:

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

**Suggested Motion:** Information only

### CITY COUNCIL GOAL

Council Direction

### BACKGROUND

City Council directed staff to provide a quarterly report on Citizen Inquires submitted to the City. The report attached is a summary of what was received and the current status.

This report covers all inquiries that were received April 1, 2020 to June 30, 2020. Additional information including the responses by staff and any correspondences made are available at City Hall.

5/20/2020	Holt Ganona	Bee nest on Pearl street	Closed	Bees moved on PW confirmed
6/9/2020	Ryan Cunningham	Noise on Industrial Way - To Mayor and CC	Ongoing	
6/16/2020	Anonymous	Gabage 91029 Miller Street	Pending	
6/16/2020	Shellie & Rick Smith	32907 E Lincoln - Noise and Property Line	Pending	
6/22/2020	Anonymous	32617 W McKenzie Noxious Vegetation	Closed	Noxious Veg enforcement
6/24/2020	Facebook Post	Noise on Industrial Way	Ongoing	
6/25/2020	Cunningham	Noise on Industrial Way Email 1of 2	Ongoing	
6/25/2020	Cunningham	Noice on Industrail Way	Ongoing	
6/29/2020	Anonymous	91193 Trash, Cars,RVs, Dog always roaming free	Pending	

### PROCESS for Inquires received by the City

- Inquiries are received at the front desk. Logged, numbered and routed to departments who may be responding.

- Department heads receive the Inquiry electronically with email directions below
    - Print a working copy for yourself.
    - Follow up with the person who made the inquiry by letter, email or phone calls letting them know what the City policy is and how the inquiry has been handled.  
- N/A if Anonymous
    - On form under response summarize action and follow up. Attach all supporting documentation emails and summary of how handled and sign off as department head.
    - Forward to City Administrator to sign. City Administrator will review sign off and send to City Recorder to log, close and retain.
- 

**PURPOSE**

The purpose is to provided accountability and consistency on following up with citizens questions and concerns.

---

**BUDGET**

Not Applicable

---

**RECOMMENDATION**

None

---

**NEXT STEPS**

Next quarterly report will be at the October Council Meeting.

---

**ATTACHMENTS**

None

---

**REVIEWED THROUGH:**

Anne Heath, City Administrator

---

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
(CONTRACT FORM B-2, 2020 EDITION)

IGA Title: Dispatch Services for City of Coburg Police Department

Amendment No.: 55412\_1

This Amendment modifies the Agreement named above between Lane County ("County"), on behalf of the Sheriff's Office, and City of Coburg ("City"), on behalf of the Coburg Police Department, referred to collectively in this Agreement as the parties.

County and City agree as follows:

1. SCOPE OF AMENDMENT. The scope of the Agreement is amended as follows:

- 1.1 Lane County Sheriff's Office ("LCSO") contracts with Executive Information Services ("EIS") for their Records Management System ("RMS"). City has requested access to that RMS for the purpose of data entry, record retrieval, mandated state reporting, etc. In order to facilitate this access, LCSO has negotiated with EIS for RMS licenses, a remote access server, professional services and annual maintenance.
- 1.2 City agrees to pay LCSO the annual support of the licenses, as described in Exhibit B.
- 1.3 City agrees to pay EIS directly for data conversion services, as described in Exhibit B.
- 1.3 Parties to this agreement must perform the Work in a manner consistent with the offers and statements in Exhibit B.

2. DOCUMENTS FORMING THE AGREEMENT

- 2.1 The Agreement. The Agreement consists of this document and all exhibits listed below, which are incorporated into the Agreement.
- 2.2 Exhibits. With this document, the following exhibits are incorporated into the Agreement:

I B: Scope of Work

3. CONSIDERATION

2.1 Consideration. In consideration of this Amendment, the Agreement amount is increased by the following amount: Two Thousand Two Hundred Forty Dollars (\$2,240.00).

2.2 Summary. A summary of the amounts of the original Agreement and amendments is:

Original IGA amount:	\$ 63,000.00
Total of all previous Amendments:	0.00
This Amendment:	2,240.00
Revised IGA amount including all Amendments:	<u>\$ 65,240.00</u>

3. TIME. In consideration of this Amendment, the time of the Agreement is unchanged.

4. DATE. This Amendment is effective as of the date last signed below.

Each party, by signature below, agrees to be bound by the terms and conditions of this Amendment. All other terms and conditions of the original Intergovernmental Agreement not altered by this Amendment remain in full force and effect.

CITY OF COBURG:

COUNTY:

By: [Signature]

By: Steve Mokrohisky

Title: City Administrator

Title: Administrator

Date: 5-27-2020

Date: 6/4/2020

## **EXHIBIT B**

This amendment Scope of Work regarding Dispatch Services for City of Coburg Police Department (“CPD”) entered into between the Lane County Sheriff’s Office (“LCSO”) and the City of Coburg, is as follows:

- LCSO contracts with Executive Information Services (“EIS”) for their Records Management System (“RMS”). CPD has requested access to that RMS. The costs will be shared in the following manner:
  - LCSO will pay for the additional RMS licenses needed for CPD access.
  - LCSO will provide secure access to LCSO RMS.
  - LCSO to provide professional services via Janet LaBonte, Lane County Project Manager assigned to the Sheriff’s Office for EIS-related work.
  - CPD will pay the annual support of the licenses reserved for CPD use at a cost of \$2,240, starting the first year (with expected annual increases by EIS). LCSO will pay EIS for this maintenance and will then bill CPD for reimbursement.
  - CPD will pay for data conversion. See Data Conversion.
  
- Data Conversion. CPD has requested data conversion from their current system, CMI to EIS RMS.
  - LCSO has negotiated with EIS on behalf of CPD to provide this service at a cost of \$8,600, which will be paid by CPD directly to EIS.
  - CPD will authorize their current vendor, CMI, to work with EIS and Janet LaBonte to extract their data from CMI for conversion to EIS. As that data is currently housed at the Junction City Police Department (“JCPD”), this authorization extends to working with JCPD for a successful data extraction.
  - CPD to provide personnel resources to work with Janet LaBonte to review, test and correct data during the conversion process. It is understood that significant effort will be used to digitally convert data, and in the event a record cannot be defined by rules for migration it may be manually entered in the LCSO RMS system.
  
- Return of data. LCSO agrees that all CPD data entered in the EIS RMS is the property of CPD. In the event the agreement is terminated LCSO will use its good faith efforts, and within the constraints of secure practices, to collaborate with CPD in obtaining a copy of CPD’s data from the RMS. CPD understands that RMS data is included in scheduled backups and agrees that backed up copies of CPD data will be allowed to ‘age-out’ over the year’s cycle until deleted or copied over.
  
- Data Security. LCSO will make every effort to maintain the security and stability of the data storage within Criminal Justice Information System (“CJIS”) guidelines and standard County practices. LCSO maintains backup copies of RMS data; schedule to include differential backups every hour and a full backup every 24 hours. LCSO is not responsible for data loss. LCSO limits access to authorized law enforcement staff or technical staff required to maintain and support the RMS. LCSO and CPD currently follow and will maintain standard CJIS requirements for securing user access, password requirements, and use of data. Both parties agree not to

redistribute or share each other's data with other agencies or third parties without express permission.

- **User Seats.** CPD understands the licenses purchased by LCSO are purchased as part of the LCSO system for CPD use during the terms of the contract, and remain with the LCSO in the event the contract is terminated.

## INTERGOVERNMENTAL AGREEMENT

### (CONTRACT FORM A-2, 2020 EDITION)

Contract Title: Dispatch Services for City of Coburg Police Department

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), on behalf of the Sheriff's Office, and City of Coburg, a municipal corporation ("City"), on behalf of the Coburg Police Department, referred to collectively in this Agreement as the parties.

County and City agree as follows:

#### 1. RECITALS

- 1.1 ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- 1.2 Parties to this Agreement desire to coordinate between the law enforcement agencies for dispatch services for Coburg Police Department.
- 1.3 County is willing to provide dispatch services to City.
- 1.4 Parties to this Agreement must perform the Work in a manner consistent with the offers and statements in Exhibit A.

#### 2. SCOPE OF AGREEMENT.

- 2.1 **County will:**
  - .1 provide and fulfill dispatch services to City as described in Exhibit A.
- 2.2 **City will:**
  - .1 perform and function as described in Exhibit A.

#### 3. DOCUMENTS FORMING THE AGREEMENT

- 3.1 **The Agreement.** The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement.
- 3.2 **Exhibits.** With this document, the following exhibits are incorporated into the Agreement:  
Exhibit A    Scope of Work

#### 4. CONSIDERATION AND PAYMENT

- 4.1 In consideration for City's performance under this Agreement, **County will:**
  - .1 invoice City each quarter during the months of September, December, March and June. Payment will be due within thirty (30) days of billing date.
- 4.2 In consideration for County's performance under this Agreement, **City will:**
  - .1 agree to pay an amount of Sixty-Three Thousand Dollars (\$63,000.00) for Dispatch Services from July 1, 2020- June 30, 2021.
  - .2 pay County quarterly as described in 4, 4.1, 1.

#### 5. EFFECTIVE DATE AND DURATION

- 5.1 **Effective Date.** This agreement is effective upon the signature of all parties. There will be no cost to City for services provided prior to July 1, 2020.
- 5.2 **Duration.** Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate June 30, 2021. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

6. **AUTHORIZED REPRESENTATIVES.** Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may

designate a new authorized representative by written notice to the other. If not identified in this section, the person executing the Contract on behalf of that party is that party's representative.

**6.1 County's Authorized Representative.**

Jonna Hill, Support Services Manager  
125 E 8<sup>th</sup> Avenue  
Eugene, OR 97401  
Phone: 541-682-6689  
Email: [jonna.hill@lanecountyor.gov](mailto:jonna.hill@lanecountyor.gov)

**6.2 City's Authorized Representative.**

Anne Heath, City Administrator  
91136 N Willamette Street  
Coburg, OR 97408 Phone:  
541-682-7852  
Email: [ann.heath@ci.coburg.or.us](mailto:ann.heath@ci.coburg.or.us)

- 7. INDEMNIFICATION.** To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees and costs related to litigation, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.
- 8. PUBLIC BODY STATUS.** In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.
- 9. MODIFICATION AND TERMINATION.**
- 9.1 Modification.** No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties.
- 9.2 Termination.** The parties may jointly agree to terminate this Agreement at any time by written agreement.
- 9.3 Non-Appropriation.** Each of the parties certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement for the period within the current budget; however, the parties understand and agree that, if a party does not appropriate funds for the next succeeding fiscal year to continue payments otherwise required by the Agreement, this Agreement will terminate at the end of the last fiscal year for which payments have been appropriated. The non-appropriating party will notify the other party of such non-appropriation not later than 30 days before the beginning of the year within which funds are not appropriated. Upon termination pursuant to this clause, neither party will have a further obligation for payments beyond the termination date.
- 10. MISCELLANEOUS PROVISIONS**
- 10.1 Disputes.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.
- 10.2 Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.
- 10.3 Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 10.4 Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.

- 10.5 **No Third-Party Beneficiaries.** County and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.
- 10.6 **Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.
- 10.7 **Force Majeure.** Neither party will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
- 10.8 **Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- 10.9 **Merger.** This Agreement contains the entire agreement of County and Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.
- 10.10 **Americans with Disabilities Act Compliance.** During the performance of this Agreement, County and Agency will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq., and Section 504 of the Rehabilitation Act of 1973.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**CITY:**

CITY OF COBURG

By: 

Title: CITY ADMINISTRATOR

Date: 4/22/2020

Address:  
City of Coburg  
Po Box 8316  
Coburg OR 97408

**COUNTY:**

LANE COUNTY

By: Steve M. Mokrohisky

Title: County Administrator

Date: 4/28/2020

Lane County, Public Service Building  
 125 E. 8th Avenue  
 Eugene, Oregon 97401

  
  
 Digitally signed by Steve Mokrohisky  
 DN: cn=Steve Mokrohisky, o=Lane  
 County, ou=Lane County, ou=US, c=US  
 Reason: 3020.04.01 16:29:02 -07'00'

## Exhibit A -- Scope of Work

The City of Coburg Police Department (“CPD”) requests to have the Lane County Sheriff’s Office (“LCSO”) provide dispatching and related services. The work to be applied is listed below.

- CPD will remain on the LRIG trunked radio system. Should this change, renegotiations to the contract would need to be addressed.
- LCSO will dispatch for CPD, which includes approximately twelve (12) personnel consisting of one Police Chief, three officers and eight reserve officers. Average time consists of ten (10) to sixteen (16) staggered hours of police coverage per day. Case number volume has been estimated at 220-240 annually, and active court warrants at 140 to 160 at any given time.
- LCSO will provide Contract Dispatching Services at a cost of Sixty-Three Thousand Dollars (\$63,000) per year. The term dates for the year are July 1, 2020 to June 30, 2021. An earlier start date may be supported, if both parties are in agreement, with no cost to City for services provided prior to July 1, 2020. The end date would remain the same.
- LCSO will handle all dispatching of CPD officers, including entering their calls for service into LCSO’s Computer-Aided-Dispatch (“CAD”) system, tracking the status of all in-service CPD personnel via CAD, and taking all 911 calls within the Coburg city limits via transfer from Central Lane Communications.
- A separate phone line will be established solely for the transfer of the CPD business line to LCSO Dispatch to facilitate after-hours, weekends, and holiday calls. Dispatch coverage will be up to eighty (80) hours per week of weekday business line answering at no additional charge; however, hours beyond 80 will result in CPD charged at an established rate for additional call-answering services.
- Per CPD’s ORI, LCSO Dispatch/Police Records will be responsible for after-hours, weekends and holiday calls pertaining to data entry of missing persons/runaways, stolen vehicles, stolen license plates and stolen firearms. LCSO Police Records will enter warrants, handle the confirmations, clearances, and recalls, among other warrant-related duties, and physically hold the warrants at LCSO.
- CPD will fax all copies of missing person/runaways, stolen vehicles and stolen license plate reports to LCSO Police Records to allow for expedient confirmation after-hours, weekends, and holidays. CPD will make immediate notification to LCSO when these reports are cleared. For all other Law Enforcement Data System (“LEDS”) or National Crime Information Center (“NCIC”) entries requiring after-hours confirmation, LCSO will route a CPD officer to their office to retrieve the report and fax it to LCSO Dispatch. If there are no CPD units on duty, CPD will provide a call-out matrix to respond to their office in order to provide LCSO with any necessary confirmation documentation.
- LCSO will provide phone and radio recordings to the DA’s Office per agency’s request and to CPD for investigative and personnel purposes.

- CPD will provide LCSO Dispatch with a clearly articulated call-out plan for times when there are no Coburg officers on duty. CPD will provide a clearly articulated response protocol as well for routine calls for services, or calls which fall under Coburg City Ordinances.
- CPD will staff their office and handle business phone lines from 0800-1700 (8:00am—5:00pm) weekdays, excluding holidays.
- CPD Staff will not dispatch officers to calls by phone or verbal relay without the knowledge of LCSO Dispatch.
- LCSO Dispatch must be notified when CPD office staff secures or resumes their daily business. Staff must advise LCSO Dispatch of phone transfers both to the established LCSO line, or back to the CPD lines during regular business hours.
- Monthly LEDS validations on warrants through Coburg Municipal Court will be the responsibility of CPD. LCSO will handle the validation for Circuit Court warrants.
- CPD will handle all public records requests involving CPD. LCSO will provide CPD with any needed recordings or CAD documentation requested; however, CPD is responsible for said requests, for meeting the statutory response timelines, and for other related details to these recordings or documentations requests.
- All CPD personnel must be appropriately LEDS and Criminal Justice Information System (“CJIS”) trained and certified. Should the clearance or certification status of any CPD staff member be suspended or terminated for any reason, CPD will immediately notify LCSO.
- CPD will be allowed access to LCSO CAD system.
  - In order to furnish CPD with remote CAD access for viewing current and historical calls for service as well as limited reporting, LCSO will furnish this access at their expense and will determine the best and safest way to provide this service as expediently as possible.
  - CPD will be responsible for making sure the computer accessing the CAD system is in a CJIS secure environment and that all personnel accessing that computer have the appropriate CJIS clearances and training, and that the computer hosting the CAD system is in no way visible or accessible to the public. LCSO reserves the right to do a site inspection to verify these circumstances for CJIS compliance and/or auditing purposes.
- LCSO will furnish at no cost to CPD the services of their Communications Network Coordinator (“CNC”) for up to eight (8) hours per month or an aggregate of ninety-six (96) hours per calendar year.
  - CNC will program or re-program vehicle and portable radio equipment and do minor repairs as needed, or coordinate where to obtain repairs.

- CNC will consult on radio and radio network purchasing.
- At CPD request, CNC will give an analysis of beneficial new and/or improved radio technology.
- This agreement does not include servicing any non-LRIG repeaters on behalf of CPD. That service would be negotiable based on LCSO's contract rates. This provision of service is restricted solely to CPD and does not include any services involving Coburg Fire vehicles, base radio resources or repeaters.

## COBURG CITY COUNCIL MONTHLY REPORTS




---

### TOPIC: Finance Department Monthly Report

---

Meeting Date: July 14, 2020  
 Staff Contact: Anne Heath, City Administrator  
 Contact: 541-682-7871, anne.heath@ci.coburg.or.us

---

### REQUESTED COUNCIL ACTION:

Information only

---

### CITY COUNCIL GOAL

Fiscal Stewardship

---

### ANAYLSIS

Important notes regarding month ended May 31, 2020:

May is the 11th month of the fiscal year if revenues and expenses were spread evenly throughout the year, the City should be at 92% of budget with each.

- **Whole City Revenue** received \$3,741,506 or 49% of budgeted. Compared to \$5,106,730 last year at month end which was 75%. The City received significant SDC revenue in FY 2019 due to development. Therefore, planning revenues had exceeded budget as had Street SDC funds. The following are important points to consider regarding revenues:
  - \$480,000 will be transferred to the Sewer Debt Department in June which will significantly change the percentage
  - Expected development and correlated SDC revenues have not transpired
  - Reimbursement requests for capital projects which are budgeted have been submitted but have not yet been received. This includes Wetland Park and the Water Master Project.
  - The Water Project reimbursements will not meet the budgeted amounts for 2020. The project beginning did not go as quickly as we anticipated which included OHA and Business Oregon approvals to move forward the full project. Therefore, those revenues have been moved forward into future budget years.
  - Planning revenues in general are not meeting budget due to development slow down. It is expected that this will pick back up in the next fiscal year.

- It is too early to provide analysis on the effects of the 3<sup>rd</sup> and 4<sup>th</sup> quarter of Fiscal Year 2020 due to Covid-19. It is likely that we won't be able to answer that question until the fall months.
- The last quarter of revenues received for items such as franchise fees, state shared revenues, gas tax, property tax, and tourism are not always received by June 30. These revenues are recorded as receivables at year-end and often not "in the bank" until July or August.
- **Whole City Expenses** are \$4,491,2020 which is 56% of budgeted. Compared to \$4,510,219 last year at month end which was 64%. The following are important points to consider regarding expenses:
  - Capital projects of the City are in process but don't always fall in the months expected.
  - Capital expenditures have been paid, and not reimbursed as of May
  - All of City Debt has been paid in the utility accounts
  - All Departments are operating within their budgets
  - The budget reflects transfers approved by the City Council at their May meeting.
  - The majority of non-infrastructure capital expenses have been spent out. Vehicles, equipment, City Hall Updates
  - There is a 7% difference between Revenues received and Expenditures. This will continue to grow smaller as the outstanding revenues are received, but spending has slowed down at the end of the year.

As a general rule, June is not fully closed until August 31 which is the deadline for including revenues and expenses from the previous fiscal year. At that point the City books are closed for June 30 and we can issue a year-end report. Therefore, it is normal that that Council will not see a June financial report until September.

#### **OTHER**

**Community Grant Program** – The Community Grant program was successfully implemented with the partnership of the Coburg Chamber and the Coburg Community Foundation. \$31,500 was awarded by the grant committee to both businesses and individuals in the community.

**Welcome Tim Gaines** – We are very excited to welcome Finance Director Tim Gaines who is beginning his work at the City on July 6<sup>th</sup>.

**Finance/Audit Committee** will resume their meetings on July 30 which is their regularly scheduled meeting. Their April meeting was cancelled due to Covid-19. They are receiving this financial report as an update. In July they will be introduced to the new Finance Director and resume their work reviewing the financial policies of the City.

---

#### **PUBLIC INVOLVEMENT**

N/A

---

**NEXT STEPS**

Year-End Closing  
Finance Director Training  
Year-End Review – Kathy Taylor  
Audit Preparation

---

**ATTACHMENTS**

---

- A. Budget Performance Analysis – General Fund
  - B. Full City Revenue and Expense charts
  - C. Fund Total Sheets – From Springbrook
  - D. Cash on Hand Spreadsheet
  - E. Checks written for April & May, 2020
  - F. Bank Statements – April & May, 2020
-

**CITY OF COBURG  
GENERAL FUND BUDGET PERFORMANCE ANALYSIS  
May 31, 2020**

Account #	Account Name	HISTORICAL ACTUALS												YTD BUDGET	YTD ACT/PROJ	Variance (Budget/Actual)	YTD %						
		2013-14	2014-15	2015-16	2016-17	2017-2018	2018-2019	2019-2020	JUL	AUG	SEP	OCT	NOV					DEC	JAN	FEB	MAR	APR	MAY
TOTAL GENERAL FUND REVENUE		2,112,600	1,525,483	2,372,938	1,920,492	2,422,272	2,764,876	94,863	95,076	92,671	137,025	564,472	362,491	113,891	112,463	112,411	35,759	27,334	180,000	1,906,456	2,516,068	-3,729,612.29	52%
PERSONAL SERVICES																							
ADMINISTRATION		100,974	296,470	279,982	306,091	339,253	412,997	28,199	42,213	38,643	47,328	34,807	39,086	40,729	32,145	36,503	52,041	25,472	42,977	460,138	515,613	-55,480	-11%
PLANNING		52,923	1,173	32,473	49,664	60,154	87,192	3,954	6,044	5,677	8,541	5,710	5,666	5,513	6,519	6,319	9,238	5,841	6,106	74,341	73,769	1,072	1%
POLICE		313,259	288,003	279,231	284,948	354,383	390,596	19,099	26,490	28,877	49,000	32,188	32,849	42,179	30,748	35,318	39,593	27,938	37,018	400,787	444,220	-43,433	-10%
COURT		67,721	76,894	80,072	86,201	97,451	110,627	6,212	7,995	7,959	10,894	7,959	8,056	9,226	8,056	8,977	11,056	8,596	8,977	103,079	107,731	-4,652	-4%
PUBLIC WORKS		0	209,667	346,212	298,864	273,983	330,627	23,142	28,316	29,680	43,187	30,720	30,921	30,181	30,080	34,713	42,324	31,837	31,202	386,384	380,669	5,715	2%
TOTAL PERSONAL SERVICES		535,577	851,096	977,969	1,024,768	1,122,943	1,318,864	80,619	111,118	110,836	159,050	111,415	115,981	126,658	106,542	122,298	154,251	99,685	126,272	1,424,725	1,521,302	-96,577	-6%
MATERIALS AND SERVICES																							
ADMINISTRATION		1,377,677	245,910	186,639	226,541	248,187	220,817	11,001	25,975	8,684	26,947	11,802	23,937	21,774	17,060	18,006	17,817	3,716	19,571	206,330	234,857	-28,527	-12%
FACILITIES		0	0	0	0	0	0	5,249	3,497	27,783	2,037	32,270	4,920	43,254	5,175	4,673	7,862	8,050	14,608	109,559	175,900	-65,341	-15%
FINANCE		58,610	37,523	69,943	134,865	243,534	385,634	0	12,754	10,238	1,001	2,197	6,643	18,112	7,780	9,537	7,883	2,971	29,258	105,718	351,100	-245,382	-70%
ECONOMIC DEVELOPMENT		6,588	15,759	11,487	90,451	23,956	44,939	0	0	6,460	9,086	3,556	0	970	11,841	5,875	1,388	31,500	3,933	74,809	97,200	-22,391	-23%
PARK & PARK CAPITAL		0	0	0	67,307	90,399	59,290	3,615	2,933	5,671	92,152	39,486	1,457	10,562	4,930	3,788	61,146	90,346	26,455	346,339	474,790	-138,451	-28%
POLICE		95,343	91,704	90,252	115,200	117,469	119,724	19,648	1,994	30,886	17,846	10,101	1,615	17,575	3,200	2,347	14,077	1,771	13,354	134,415	160,250	-25,835	-18%
COURT		64,848	44,386	22,543	19,796	28,606	27,291	883	2,080	1,215	870	7,797	5,444	1,929	2,028	2,506	2,703	1,032	3,969	27,454	47,025	-19,571	-26%
TOTAL MATERIALS AND SER		1,563,951	436,515	447,976	728,292	914,081	809,763	40,395	49,232	85,916	150,241	102,209	44,017	114,186	52,200	46,751	107,795	136,733	111,148	1,040,823	1,540,802	-499,979	-32%
INTERFUND TRANSFERS-OUT																							
PARK FUND		0	82,342	97,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	100,000	50,000	0%
WATER CAPITAL FUND		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
WATER CAPITAL FUND-PLANNING		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
STREET FUND		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
SEWER FUND		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
TOTAL TRANSFERS OUT		0	82,342	97,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	50,000	100,000	50,000	0%
TOTAL REVENUE (LOSS)		2,099,528	1,419,953	2,250,951	1,822,651	2,037,024	2,778,626	121,014	160,350	156,752	309,292	213,624	159,997	240,844	208,742	169,050	262,045	236,418	237,420	2,565,548	3,117,104	-546,556	-82%
CASH IN BANK BEGINNING																							
Revenue/(Loss)		13,072	103,330	121,987	97,831	285,246	586,250	-26,151	-67,774	-104,081	-172,667	350,846	202,494	-126,954	-96,779	-56,639	-226,286	-209,084	-127,920	2,565,548	3,117,104	-546,556	-82%
Balance Sheet Adjustments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%
CASH IN BANK ENDING		13,072	103,330	121,987	97,831	285,246	586,250	1,532,862	1,461,239	1,356,348	1,291,400	1,315,836	1,665,507	1,778,456	1,539,270	1,442,694	1,286,228	1,161,101	947,746	2,565,548	3,117,104	-546,556	-82%

Account #	Account Name	Actual	Budget	Variance
1690033	General Fund Cash	657330	657330	0
1059942	Park Reserve	290416	290416	0
630091	Total Cash on Hand	947746	947746	0
37000	Contingency	37000	37000	0
4461664	Ending Fund Balance	4461664	4461664	0
36361068	Beginning Fund Balance	36361068	36361068	0

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

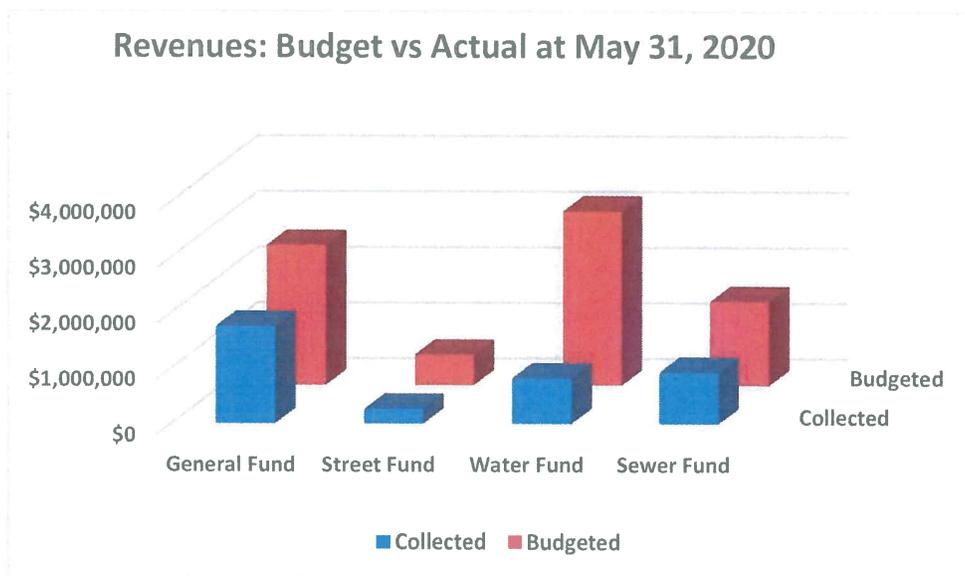
4385000  
35,970  
472470

# CITY OF COBURG

## REVENUES COLLECTED COMPARED TO BUDGET

### Fiscal Year To Date As Of May 31, 2020

Fund	Collected	Budgeted	Difference	Percentage
General Fund	\$1,746,456	\$2,516,068	\$769,612	69%
Street Fund	\$255,857	\$548,555	\$292,698	47%
Water Fund	\$814,555	\$3,132,184	\$2,317,629	26%
Sewer Fund	\$924,638	\$1,512,462	\$587,824	61%
<b>TOTAL ALL FUNDS</b>	<b>\$3,741,506</b>	<b>\$7,709,269</b>	<b>\$3,967,763</b>	<b>49%</b>



**Important Notes:**

Overall revenues should be 92% if spread evenly throughout the year.

- Budgeted revenues are net of Beginning Fund balance,

- which means the budgeted amounts do not include Beginning Fund Balance

Reimbursements equalling \$75,000 for parks and \$169,000 in Water have not yet been received

Water Fund Debt proceeds were not realized as project was delayed-thus reimbursements were not received

SCD Revenues projected for development were not realized as development did not happen

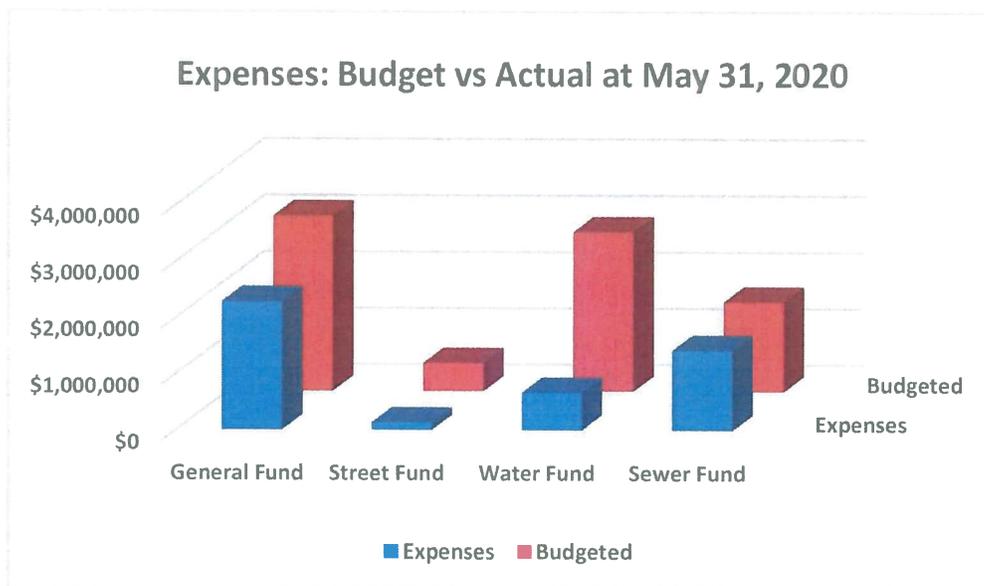
Grant Funds in street fund were not received as project was delayed to 2021 - \$100,000

It is anticipated that fuel tax revenue in street fund will not reach projections due to Covid-19 - Are at 75%

Homeland Security Grant in General Fund was not awarded and will not be received - \$45,000

**CITY OF COBURG  
EXPENSES INCURRED COMPARED TO BUDGET  
Fiscal Year To Date As Of May 31, 2020**

Fund	Expenses	Budgeted	Difference	Percentage
General Fund	\$2,279,152	\$3,112,104	\$832,952	73%
Street Fund	\$127,324	\$499,929	\$372,605	25%
Water Fund	\$663,992	\$2,833,049	\$2,169,057	23%
Sewer Fund	\$1,420,734	\$1,598,014	\$177,280	89%
<b>TOTAL ALL FUNDS</b>	<b>\$4,491,202</b>	<b>\$8,043,096</b>	<b>\$3,551,894</b>	<b>56%</b>



**Important Notes**

Budgeted Expenses should be at 92% if spread evenly throughout the year.

-Budgeted expenses are net of Contingency and Ending Fund Balance.

Budgeted Water Projects have not happened in this year as expected - Pushed to 2021

Budgeted Street Projects have been held off- Roberts Road Project - Pushed to 2021

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Item 12.								110
	Fund Revenue Sub Totals:	3,636,068.00	27,333.67	1,746,455.80	1,889,612.20	0.00	1,889,612.20	51.97
	Fund Expense Sub Totals:	3,636,068.00	236,418.69	2,279,152.05	1,356,915.95	0.00	1,356,915.95	37.32
	Fund 001 Sub Totals:	0.00	209,085.02	532,696.25	-532,696.25	0.00		

GENERAL 001

Item 12.

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	1,078,555.00	13,088.34	255,856.82	822,698.18	0.00	822,698.18	76.28
	Fund Expense Sub Totals:	1,078,555.00	14,026.22	127,323.86	951,231.14	0.00	951,231.14	88.19
	Fund 003 Sub Totals:	0.00	937.88	-128,532.96	128,532.96	0.00		

111

STREET 003

Item 12.

Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	%
	Fund Revenue Sub Totals:	4,082,184.00	77,361.33	814,555.46	3,267,628.54	0.00	3,267,628.54	80.05
	Fund Expense Sub Totals:	4,082,184.00	4,349.87	663,992.15	3,418,191.85	0.00	3,418,191.85	83.73
	Fund 004 Sub Totals:	0.00	-73,011.46	-150,563.31	150,563.31	0.00		

112

WATER 004

Item 12.

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	3,788,362.00	85,500.26	924,638.25	2,863,723.75	0.00	2,863,723.75	75.59
	Fund Expense Sub Totals:	3,788,362.00	8,549.90	1,420,734.41	2,367,627.59	0.00	2,367,627.59	62.50
	Fund 005 Sub Totals:	0.00	-76,950.36	496,096.16	-496,096.16	0.00		

113

SEWER 005

**CITY OF COBURG**  
**May, 2020**  
**Fiscal Year 2020**  
**CASH ON HAND PER FUND**

**Bank Accounts**

Funds	KEY BANK - GEN	SP GEN.	SP SDC	For	SP SAVINGS	For	SUMMITT BANK	POLICE EVID.	TOTAL
GEN 001	(92,140)	650,375	290,416	Park SDC	21,540				870,192
Park Cap	77,554								77,554
STREET 003	250,584	149,481	384,131	Street SDC					784,196
WATER 004	812,819	-	43,784	Water SDC					856,604
SEWER 005	349,267	-	868,258	Sewer SDC	27,016	Membrane Replace			1,244,540
SEWER DEBT	324,894	-			33,956	Sewer Debt Reserve	87,104	Sewer Debt Res.	445,954
EVIDENCE		-						8,346	8,346
<b>TOTAL</b>	<b>1,722,978</b>	<b>799,856</b>	<b>1,586,589</b>		<b>82,512</b>		<b>87,104</b>	<b>8,346</b>	<b>4,287,386</b>

**CIP SDCs**

Cash Balance 05/31/2020	\$4,287,385.67
Cash Balance 05/31/2020	\$5,173,660.00
Difference	(886,274)

REVENUE GENERATION BY FUND	
GENERAL FUND	Interest, taxes, State Shared Revenue, Cigarette Taxes, Liquor taxes, Land Use Fees, SDC Admin Fees, Franchise Fees
STREET FUND	Tourism, Fines & Bailis, Planning, Park user fees Capital and SDC, Park Donations and Grants, Building Dev, Fees
WATER FUND	Street Taxes, User Fees, Grants, CIP Funds, SDC, Grants Loans
SEWER FUND	User Fees, Grants, Capital Funds, SDC
SEWER DEBT FUND	User Fees, Grants, Capital Funds, SDC, Loans
EVIDENCE	LID, Loan Proceeds, URA Debt Service
	Evidence Cash Seized

# Accounts Payable

## Checks by Date - Summary by Check Date

User: Tawnya Ellis  
 Printed: 6/29/2020 10:37 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
85648	CLASSIC	Classic Design and Construction LLC	04/07/2020	56,430.00
<i>Johnny Diamond Paric</i>				
Total for 4/7/2020:				56,430.00
85649	ANA165	Analytical Laboratory Group	04/08/2020	84.00
85650	CAR476	Carquest Auto Parts	04/08/2020	329.07
85651	CenLin	Century Link	04/08/2020	275.40
85652	CINTA	Cintas Corporation	04/08/2020	285.71
85653	JunCit	City of Junction City	04/08/2020	12,946.60
85654	CLAY	Leah Claypool	04/08/2020	175.00
85655	COCF	Coburg Community Foundation	04/08/2020	250.00
85656	CON188	Consolidated Supply Co.	04/08/2020	2,667.12
85657	CTX	Copytronix	04/08/2020	1,878.89
85658	Earth2O	Earth2O	04/08/2020	80.10
85659	EDMS	EDMS	04/08/2020	776.15
85660	EME131	Emerald People's Utility	04/08/2020	24.18
85661	FCSG	FCS Group	04/08/2020	1,246.25
85662	HERC	Herc Rentals Inc.	04/08/2020	98.20
85663	IRO100	Iron Mountain	04/08/2020	261.91
85664	JOHNDE	John Deere Financial	04/08/2020	201.17
85665	LESST	Les Schwab Tire	04/08/2020	279.58
85666	NOR146	NW Natural	04/08/2020	112.02
85667	OffDep	Office Depot Credit Plan	04/08/2020	490.54
85668	EPETE	Emma Peters	04/08/2020	96.00
85670	ST&A	Stangeland & Associates	04/08/2020	1,018.75
85671	STATESUR	State of Oregon	04/08/2020	2,120.00
85672	MSUN	Michell Sunia	04/08/2020	213.68
85673	USA426	USA Blue Book	04/08/2020	506.03
85674	Verizon	Verizon Wireless	04/08/2020	642.93
85675	WelWel	Welt & Welt, Inc	04/08/2020	335.59
85676	PhWill	Phillip Williams	04/08/2020	262.50
Total for 4/8/2020:				27,657.37
85677	OHADWS	ATT: Plan Review OHA Drinking Water Se	04/14/2020	3,300.00
Total for 4/14/2020:				3,300.00
85678	911Sup	911 Supply	04/21/2020	49.99
85679	ANA165	Analytical Laboratory Group	04/21/2020	253.00
85680	CARL	Shay Carlson	04/21/2020	60.00
85681	CAR476	Carquest Auto Parts	04/21/2020	49.98
85682	CasCol	Cascade Columbia Dist Co	04/21/2020	428.32
85683	CenLin	Century Link	04/21/2020	210.84
85684	CINTA	Cintas Corporation	04/21/2020	79.43
85685	CIS180	CIS Trust	04/21/2020	522.39
85686	CTX	Copytronix	04/21/2020	41.01

Check No	Vendor No	Vendor Name	Check Date	Check	Item 12.
85687	DEP375	Dept Consumer & Business	04/21/2020		779.52
85688	EME131	Emerald People's Utility	04/21/2020		5,715.89
85689	KOJam	James Kolstoe	04/21/2020		1,213.00
85690	Lanfin	Lane County Finance Department	04/21/2020		515.86
85691	NMSL	NMS Labs	04/21/2020		250.00
85692	OMSC	Oakmont Service Center	04/21/2020		206.12
85693	OREDEP	ODOT Financial Services Oregon Departm	04/21/2020		3.00
85694	OreRev	Court State Distributions Oregon Dept. of F	04/21/2020		1,510.08
85695	PAC150	Pacific Power	04/21/2020		1,580.92
85696	PacificS	PacificSource Administrators	04/21/2020		844.07
85697	SANI	Sanipac Inc	04/21/2020		23.81
85698	Smitty	Smitty-Bilt Industrial Fans, Inc.	04/21/2020		50.00
85699	PROPERTY	State of Oregon	04/21/2020		20.00
85700	Summit	Summit Bank	04/21/2020		3,492.82
85701	TYLE	Tyler Technologies	04/21/2020		16.25
85702	WelWel	Welt & Welt, Inc	04/21/2020		704.70
				Total for 4/21/2020:	18,621.00
85703	ANA165	Analytical Laboratory Group	04/30/2020		337.00
85704	BRA344	Branch Engineering	04/30/2020		18,135.78
85705	Burrell	Paul Burrell	04/30/2020		2,000.00
85706	CAR476	Carquest Auto Parts	04/30/2020		44.70
85707	CINTA	Cintas Corporation	04/30/2020		185.02
85708	CON188	Consolidated Supply Co.	04/30/2020		39.86
85709	CROWN	Crown Products, LLC	04/30/2020		329.68
85710	HEAT	Anne Heath	04/30/2020		121.80
85711	HERC	Herc Rentals Inc.	04/30/2020		324.93
85712	Hogan	Naomi Hogan	04/30/2020		60.00
85713	Kimball	Kimball Midwest	04/30/2020		109.08
85714	KOJam	James Kolstoe	04/30/2020		236.50
85715	LAN129	Lane Council of Governments	04/30/2020		1,459.59
85716	NMM	Nation's Mini Mix, Inc.	04/30/2020		401.00
85717	RoyFlu	Royal Flush Environmental	04/30/2020		2,277.00
85718	SchJ	Jean Schapper	04/30/2020		99.41
85719	MSUN	Michell Sunia	04/30/2020		73.50
85720	TSSinc	Traffic Safety Supply Co, Inc	04/30/2020		265.80
85721	TYLE	Tyler Technologies	04/30/2020		650.00
85722	WaltNels	Walter E. Nelson Co.	04/30/2020		44.50
85723	WelWel	Welt & Welt, Inc	04/30/2020		28.87
				Total for 4/30/2020:	27,224.02
85724	AFL250	AFLAC	05/07/2020		465.66
85725	ANA165	Analytical Laboratory Group	05/07/2020		506.00
85726	Bauchet	Bethany Bauchet	05/07/2020		33.00
85727	CAR476	Carquest Auto Parts	05/07/2020		83.80
85728	CasCol	Cascade Columbia Dist Co	05/07/2020		2,706.16
85729	CINTA	Cintas Corporation	05/07/2020		129.56
85730	CLASSIC	Classic Design and Construction LLC	05/07/2020	Johnny Diamond Park	70,754.70
85731	Earth2O	Earth2O	05/07/2020		113.78
85732	EME131	Emerald People's Utility	05/07/2020		24.18
85733	FCSG	FCS Group	05/07/2020		1,327.50
85734	HERC	Herc Rentals Inc.	05/07/2020		84.68
85735	JOHNDE	John Deere Financial	05/07/2020		44.98
85736	KEND	Kendall Auto Group	05/07/2020		485.94
85737	KOJam	James Kolstoe	05/07/2020		352.00

Check No	Vendor No	Vendor Name	Check Date	Check	Item 12.
85738	Lanfin	Lane County Finance Department	05/07/2020		238.68
85739	MID-V	Mid-Valley Tractor Co.	05/07/2020	LAWN MOWER	14,651.00
85740	NMM	Nation's Mini Mix, Inc.	05/07/2020		401.00
85741	NOR146	NW Natural	05/07/2020		90.18
85742	OffTem	Office Team	05/07/2020		4,524.00
85743	ONE193	One Call Concepts, Inc.	05/07/2020		69.60
85744	OreRev	Court State Distributions Oregon Dept. of F	05/07/2020		708.11
85745	RVBD	Riverbend Materials	05/07/2020		52.85
85746	ST&A	Stangeland & Associates	05/07/2020		1,750.00
85747	USA426	USA Blue Book	05/07/2020		19.90
85748	USBank	USBank	05/07/2020		1,222.00
85749	OSGP	Voya-Oregon Savings Growth Plan	05/07/2020		200.00
85750	WelWel	Welt & Welt, Inc	05/07/2020		316.71
				Total for 5/7/2020:	101,355.97
85751	GCAL	Guy Callahan	05/14/2020		2,600.00
				Total for 5/14/2020:	2,600.00
85752	COCF	Coburg Community Foundation	05/19/2020	COVID-19 GRANT	26,000.00
85753	AFL250	AFLAC	05/19/2020		465.66
85754	ANA165	Analytical Laboratory Group	05/19/2020		253.00
85755	BAT400	Batteries Plus	05/19/2020		68.64
85756	CenLin	Century Link	05/19/2020		321.24
85757	CINTA	Cintas Corporation	05/19/2020		129.56
85758	CTX	Copytronix	05/19/2020		41.01
85759	DEP167	Dept of Environment Quality	05/19/2020		100.00
85760	EDMS	EDMS	05/19/2020		1,094.51
85761	EME131	Emerald People's Utility	05/19/2020		5,297.34
85762	GCRtire	GCR Coburg Tire	05/19/2020		166.00
85763	HUNTER	Hunter Communications	05/19/2020		636.70
85764	IRO100	Iron Mountain	05/19/2020		277.39
85765	KEND	Kendall Auto Group	05/19/2020	NEW MODEL-PW VEHICLE	9,375.10
85766	Kimball	Kimball Midwest	05/19/2020		45.41
85767	LAN129	Lane Council of Governments	05/19/2020		3,463.82
85768	PAC150	Pacific Power	05/19/2020		1,534.04
85769	PacificS	PacificSource Administrators	05/19/2020		82.50
85770	ROGER	Rogers Machinery Company, Inc.	05/19/2020		375.03
85771	SIG100	Sign Pro	05/19/2020		75.00
85772	Tri-Coun	Tri-County Fire Protection	05/19/2020		552.10
85773	TYLE	Tyler Technologies	05/19/2020		651.75
85774	Verizon	Verizon Wireless	05/19/2020		607.32
				Total for 5/19/2020:	51,613.12
85775	COCF	Coburg Community Foundation	05/21/2020		500.00
				Total for 5/21/2020:	500.00
85776	COCF	Coburg Community Foundation	05/26/2020		5,000.00
				Total for 5/26/2020:	5,000.00

Check No	Vendor No	Vendor Name	Check Date	Check	Item 12.
----------	-----------	-------------	------------	-------	----------

Report Total (128 checks):

294,301.48



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

Public Sector Statement  
April 30, 2020  
page 1 of 5

Item 12.

19656 1 AB 0.419 T66 P3 AUTO 72 T 908 00000 R EM T1 181837803



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

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

Received by  
City of Coburg  
MAY 11 2020

Public Transaction 379681084602  
CITY OF COBURG  
GENERAL ACCOUNT

Beginning balance 3-31-20	\$1,640,988.50
68 Additions	+162,133.52
93 Subtractions	-253,812.26
Net fees and charges	-887.62
<b>Ending balance 4-30-20</b>	<b>\$1,548,422.14</b>

**Additions**

Deposits	Date	Serial #	Source	
	4-1		Merchant Svcs Merch Dep 8008238142	\$530.00
	4-1		Direct Deposit, Pcs OR Trust Ap	217.27
	4-1		Merchant Svcs Merch Dep 8008238126	140.00
	4-1		Direct Deposit, Merchant S 8030298668	86.25
	4-2		Key Capture Deposit	6,443.75
	4-2		Merchant Svcs Merch Dep 8008238126	280.00
	4-2		Direct Deposit, Merchant S 8030298668	86.25
	4-3		Merchant Svcs Merch Dep 8008238142	812.00
	4-3		Merchant Svcs Merch Dep 8008238126	340.00
	4-6		Direct Deposit, City of Coburg Consumer	18,355.20
	4-6		Key Capture Deposit	11,932.38
	4-6		Direct Deposit, City of Coburg Cons Coll	5,641.00
	4-6		Merchant Svcs Merch Dep 8008238126	2,044.77
	4-6		Merchant Svcs Merch Dep 8008238142	265.00
	4-6		Merchant Svcs Merch Dep 8008238126	144.00
	4-6		Key Capture Deposit	79.00
	4-8		Direct Deposit, Merchant S 8030298668	1,411.14
	4-8		Merchant Svcs Merch Dep 8008238126	856.15
	4-9		Key Capture Deposit	1,988.61
	4-9		Merchant Svcs Merch Dep 8008238142	525.00
	4-9		Merchant Svcs Merch Dep 8008238126	390.00
	4-10		Merchant Svcs Merch Dep 8008238126	288.91
	4-10		Direct Deposit, Pcs OR Trust Ap	219.88
	4-13		Key Capture Deposit	2,711.41

**Additions**  
 (con't)

<i>Deposits</i>	<i>Date</i>	<i>Serial #</i>	<i>Source</i>	
	4-13		Merchant Svcs Merch Dep 8008238126	280.00
	4-13		Merchant Svcs Merch Dep 8008238126	280.00
	4-13		Merchant Svcs Merch Dep 8008238142	40.00
	4-15		Merchant Svcs Merch Dep 8008238126	1,254.50
	4-15		Merchant Svcs Merch Dep 8008238142	837.00
	4-16		Key Capture Deposit	21,795.91
	4-16		Key Capture Deposit	7,450.90
	4-16		Merchant Svcs Merch Dep 8008238126	554.60
	4-16		Direct Deposit, Pcs OR Trust Ap	338.19
	4-16		Merchant Svcs Merch Dep 8008238142	115.00
	4-16		Direct Deposit, Merchant S 8030298668	86.25
	4-17		Merchant Svcs Merch Dep 8008238126	445.76
	4-20		Key Capture Deposit	2,302.70
	4-20		Merchant Svcs Merch Dep 8008238126	481.21
	4-20		Merchant Svcs Merch Dep 8008238142	300.00
	4-20		Merchant Svcs Merch Dep 8008238142	175.00
	4-20		Merchant Svcs Merch Dep 8008238126	104.24
	4-20		Direct Deposit, Merchant S 8030298668	86.25
	4-21		Key Capture Deposit	4,374.10
	4-22		Merchant Svcs Merch Dep 8008238126	1,115.00
	4-22		Merchant Svcs Merch Dep 8008238142	135.00
	4-23		Key Capture Deposit	12,137.05
	4-23		Merchant Svcs Merch Dep 8008238142	2,117.00
	4-23		Direct Deposit, Pcs OR Trust Ap	239.12
	4-23		Direct Deposit, Merchant S 8030298668	215.05
	4-24		Merchant Svcs Merch Dep 8008238126	296.22
	4-27		Key Capture Deposit	13,567.56
	4-27		Key Capture Deposit	8,651.27
	4-27		Merchant Svcs Merch Dep 8008238126	1,336.31
	4-27		Merchant Svcs Merch Dep 8008238142	265.00
	4-27		Merchant Svcs Merch Dep 8008238126	140.00
	4-27		Key Capture Deposit	110.00
	4-28		Key Capture Deposit	8,690.43
	4-29		Key Capture Deposit	2,274.09
	4-29		Merchant Svcs Merch Dep 8008238126	590.00
	4-29		Direct Deposit, Merchant S 8030298668	267.47
	4-29		Merchant Svcs Merch Dep 8008238142	100.00
	4-30		Key Capture Deposit	7,770.00
	4-30		Key Capture Deposit	4,232.10
	4-30		Merchant Svcs Merch Dep 8008238142	265.00
	4-30		Deposit Branch 0067 Oregon	150.00
	4-30		Direct Deposit, Pcs OR Trust Ap	140.27
	4-30		Deposit Branch 0067 Oregon	120.00
	4-30		Deposit Branch 0067 Oregon	120.00
			<b>Total additions</b>	<b>\$162,133.52</b>



**Subtractions**

Paper Checks \* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
85400	4-20	\$10.00	85652	4-15	285.71	85677	4-17	3,300.00
*85562	4-29	10.00	85653	4-20	12,946.60	85678	4-28	49.99
*85585	4-3	20.00	85654	4-28	175.00	85679	4-29	253.00
*85596	4-13	23.81	85655	4-28	250.00	*85681	4-28	49.98
*85611	4-1	251.97	85656	4-13	2,667.12	85682	4-27	428.32
*85616	4-13	9,414.20	85657	4-13	80.10	85683	4-29	210.84
*85619	4-2	201.37	85658	4-13	1,878.89	85684	4-29	79.43
85620	4-6	1,893.58	85659	4-13	776.15	*85686	4-28	41.01
*85623	4-1	11.50	85660	4-16	24.18	85687	4-27	779.52
85624	4-3	1,750.00	85661	4-15	1,246.25	85688	4-28	5,715.89
*85626	4-1	6,314.40	85662	4-13	98.20	85689	4-28	1,213.00
*85629	4-7	50.00	85663	4-15	261.91	85690	4-30	515.86
*85631	4-16	182.28	85664	4-13	201.17	85691	4-29	250.00
85632	4-10	598.79	85665	4-13	279.58	85692	4-29	206.12
85633	4-10	20.00	85666	4-13	112.02	85693	4-28	3.00
85634	4-17	480.00	85667	4-13	490.54	85694	4-29	1,510.08
85635	4-1	1,969.88	85668	4-13	96.00	85695	4-28	1,580.92
*85640	4-3	1,615.00	*85670	4-16	1,018.75	85696	4-27	844.07
85641	4-9	760.00	85671	4-16	2,120.00	*85700	4-27	3,492.82
*85645	4-7	5,875.00	85672	4-20	213.68	85701	4-28	16.25
*85648	4-8	56,430.00	85673	4-23	506.03	85702	4-27	704.70
85649	4-13	84.00	85674	4-13	642.93	*100123	4-23	54.96
85650	4-14	329.07	85675	4-14	335.59	*100134	4-6	1,020.73
85651	4-13	275.40	85676	4-15	262.50	*100139	4-6	171.65

**Paper Checks Paid \$138,031.29**

Withdrawals Date	Serial #	Location	Amount
4-1		Direct Withdrawal, Invoice PA 2065Billing	\$98.75
4-2		Merchant Svcs Merch Fee 8008238126	563.91
4-2		Direct Withdrawal, Merchant S 8030298668	316.62
4-2		Merchant Svcs Merch Fee 8008238142	267.54
4-6		Direct Withdrawal, Cis Trust 14340AR	21,178.50
4-6		Direct Withdrawal, Cis Trust 14340AR	15,366.70
4-7		Direct Withdrawal, City of Coburg Return	25.00
4-8		Direct Withdrawal, Irs Usataxpymt	10,064.32
4-8		Direct Withdrawal, OR Revenue Dept Taxpayment	2,710.63
4-10		Direct Withdrawal, KeyBank Auto Pymt	3,044.27
4-10		Direct Withdrawal, Asi Asi Fees	22.50
4-14		Direct Withdrawal, City of Coburg Dir Dep	21,236.54
4-15		Direct Withdrawal, Invoice PA 2065Billing	119.25
4-22		Direct Withdrawal, Irs Usataxpymt	7,132.01
4-22		Direct Withdrawal, OR Revenue Dept Taxpayment	1,981.09
4-28		Direct Withdrawal, City of Coburg Dir Dep	22,874.81
4-28		Direct Withdrawal, Asi Hc200427	975.01
4-29		Direct Withdrawal, Invoice PA 2065Billing	86.75
4-30		Direct Withdrawal, OR Revenue Dept Taxpayment	3,794.11
4-30		Direct Withdrawal, Valic Eremit Prm	3,704.98
4-30		Direct Withdrawal, OR Revenue Dept Taxpayment	217.68

**Total subtractions \$253,812.26**

379.

**Fees and charges**

<i>Date</i>		<i>Quantity</i>	<i>Unit Charge</i>	
4-8-20	Mar Analysis Service Chg	1	887.62	-\$887.62
	<b>Fees and charges assessed this period</b>			<b>-\$887.62</b>

*See your Account Analysis statement for details.*

0010042-1000040



**RETURN SERVICE REQUESTED**

>000930 4212320 0001 092348 20Z

THE CITY OF COBURG LANE COUNTY OREGON  
CAPITAL PROJECTS  
PO BOX 8316  
COBURG OR 97408-1310

Received by  
City of Coburg

MAY 07 2020



### Managing Your Accounts

- Office Address 96 East Broadway  
Eugene, OR 97401
- Phone (541) 684-7500
- Toll Free (877) 566-5544
- Online sbko.bank

We are providing you an update to the Terms and Conditions of Your Business Account (Agreement) which is attached to this bank statement. The Terms and Conditions of Your Business Account applies to all of the commercial deposit account(s) you have with us. Please read the Agreement carefully and retain a copy for future reference. Should you have questions regarding the Agreement, please call us at 541-684-7500 or 877-566-5544. Thank you for banking with Summit Bank.

### Summary of Accounts

Account Type	Account Number	Ending Balance
BUSINESS CHECKING		\$87,103.76

### BUSINESS CHECKING-XXXXXXXX2301

#### Account Summary

Date	Description	Amount
04/01/2020	Beginning Balance	\$87,103.76
	0 Credit(s) This Period	\$0.00
	0 Debit(s) This Period	\$0.00
04/30/2020	Ending Balance	\$87,103.76



9000/1000 1E3E00 999T00 02E2E24 0E600



For the Month Ending April 30, 2020

**Account Statement**

COBURG CITY OF - COBURG CITY OF / GENERAL -

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					
04/01/20	04/01/20	LGIP Fees - ACH Redemption (1 @ \$0.05 - From 5969) - March 2020	1.00	(0.05)	1,136,458.71
04/01/20	04/01/20	LGIP Fees - Received ACH (1 @ \$0.10 - From 5969) - March 2020	1.00	(0.10)	1,136,458.61
04/13/20	04/13/20	Lane County - Tax Seg for Mar 01-31-2020	1.00	2,842.85	1,139,301.46
04/15/20	04/15/20	ODOT - ODOT PYMNT	1.00	5,380.42	1,144,681.88
04/30/20	05/01/20	Accrual Income Div Reinvestment - Distributions	1.00	1,644.49	1,146,326.37
<b>Closing Balance</b>					
<b>1,146,326.37</b>					

	Month of April	Fiscal YTD July-April	
<b>Opening Balance</b>	1,136,458.76	1,285,318.67	<b>Closing Balance</b>
<b>Purchases</b>	9,867.76	861,008.95	<b>Average Monthly Balance</b>
<b>Redemptions</b>	(0.15)	(1,000,001.25)	<b>Monthly Distribution Yield</b>
			1.76%

<b>Closing Balance</b>	<b>1,146,326.37</b>	<b>1,146,326.37</b>
<b>Dividends</b>	1,644.49	22,107.87



**Account Statement**

For the Month Ending **April 30, 2020**

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

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>82,289.85</b>
04/30/20	05/01/20	Accrual Income Div Reinvestment - Distributions	1.00	118.60	82,408.45
<b>Closing Balance</b>					<b>82,408.45</b>

	Month of April	Fiscal YTD July-April	
<b>Opening Balance</b>	82,289.85	80,819.10	<b>Closing Balance</b>
<b>Purchases</b>	118.60	1,589.35	<b>Average Monthly Balance</b>
<b>Redemptions</b>	0.00	0.00	<b>Monthly Distribution Yield</b>
			1.76%

<b>Closing Balance</b>	<b>82,408.45</b>	<b>82,408.45</b>
<b>Dividends</b>	118.60	1,589.35



### Account Statement - Transaction Summary

For the Month Ending April 30, 2020

COBURG CITY OF - COBURG CITY OF / SDC -

#### Oregon LGIP

Opening Balance	1,582,310.42
Purchases	2,280.52
Redemptions	0.00

#### Asset Summary

Oregon LGIP	April 30, 2020	March 31, 2020
	1,584,590.94	1,582,310.42
<b>Total</b>	<b>\$1,584,590.94</b>	<b>\$1,582,310.42</b>

<b>Closing Balance</b>	<b>\$1,584,590.94</b>
Dividends	2,280.52



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

**Public Sector Statement**  
**May 31, 2020**  
page 1 of 5

Item 12.



16385 1 AB 0.419 T60 P2 AUTO 76 T 908 00000 R EM T1 375193.11



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

Received by  
City of Coburg

**JUN 05 2020**

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

**Public Transaction 379681084602**

CITY OF COBURG  
GENERAL ACCOUNT

Beginning balance 4-30-20	\$1,548,422.14
50 Additions	+139,522.89
94 Subtractions	-295,301.02
Net fees and charges	-464.74
<b>Ending balance 5-31-20</b>	<b>\$1,392,179.27</b>

**Additions**

<i>Deposits</i>	<i>Date</i>	<i>Serial #</i>	<i>Source</i>	
	5-1		Merchant Svcs Merch Dep 8008238126	\$910.00
	5-1		Direct Deposit, Merchant S 8030298668	704.15
	5-4		Key Capture Deposit	11,957.75
	5-4		Deposit Branch 0067 Oregon	4,340.50
	5-4		Merchant Svcs Merch Dep 8008238126	1,198.28
	5-4		Merchant Svcs Merch Dep 8008238142	485.00
	5-4		Merchant Svcs Merch Dep 8008238126	190.00
	5-5		Direct Deposit, City of Coburg Consumer	18,679.57
	5-5		Key Capture Deposit	13,926.30
	5-5		Direct Deposit, City of Coburg Cons Coll	5,641.00
	5-5		Key Capture Deposit	265.00
	5-6		Key Capture Deposit	1,140.00
	5-6		Merchant Svcs Merch Dep 8008238126	606.93
	5-6		Merchant Svcs Merch Dep 8008238142	165.00
	5-6		Direct Deposit, Merchant S 8030298668	115.00
	5-7		Merchant Svcs Merch Dep 8008238126	1,586.91
	5-7		Direct Deposit, Pcs OR Trust Ap	1,402.88
	5-7		Direct Deposit, Merchant S 8030298668	92.00
	5-8		Key Capture Deposit	2,219.73
	5-8		Merchant Svcs Merch Dep 8008238126	703.28
	5-8		Merchant Svcs Merch Dep 8008238142	100.00
	5-8		Direct Deposit, Merchant S 8030298668	92.00
	5-8		Key Capture Deposit	79.00
	5-11		Merchant Svcs Merch Dep 8008238126	443.30

**Additions**  
 (con't)

Deposits	Date	Serial #	Source	
	5-13		Key Capture Deposit	8,622.68
	5-13		Key Capture Deposit	3,005.44
	5-13		Merchant Svcs Merch Dep 8008238142	740.00
	5-13		Merchant Svcs Merch Dep 8008238126	699.00
	5-14		Direct Deposit, Pcs OR Trust Ap	938.93
	5-14		Key Capture Deposit	600.00
	5-14		*Merchant Svcs Merch Dep 8008238126	50.00
	5-18		Merchant Svcs Merch Dep 8008238126	672.88
	5-18		Merchant Svcs Merch Dep 8008238126	280.00
	5-18		Merchant Svcs Merch Dep 8008238142	217.00
	5-18		Direct Deposit, Merchant S 8030298668	92.00
	5-19		Key Capture Deposit	4,527.53
	5-20		Merchant Svcs Merch Dep 8008238126	1,042.00
	5-20		Direct Deposit, Merchant S 8030298668	86.25
	5-21		Direct Deposit, Pcs OR Trust Pcs OR Tr	4,033.97
	5-21		Merchant Svcs Merch Dep 8008238126	451.38
	5-22		Merchant Svcs Merch Dep 8008238126	704.90
	5-22		Merchant Svcs Merch Dep 8008238142	150.00
	5-26		Key Capture Deposit	24,057.87
	5-26		Key Capture Deposit	4,586.23
	5-26		Merchant Svcs Merch Dep 8008238142	645.00
	5-26		Merchant Svcs Merch Dep 8008238126	344.08
	5-26		Merchant Svcs Merch Dep 8008238126	145.00
	5-27		Key Capture Deposit	15,399.40
	5-28		Merchant Svcs Merch Dep 8008238142	286.00
	5-28		Direct Deposit, Pcs OR Trust Pcs OR Tr	101.77
			<b>Total additions</b>	<b>\$139,522.89</b>

**Subtractions**

Paper Checks

\* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
85582	5-18	\$20.00	85715	5-14	1,459.59	85733	5-13	1,327.50
*85589	5-26	3,619.38	85716	5-21	401.00	85734	5-15	84.68
*85680	5-4	60.00	85717	5-11	2,277.00	85735	5-15	44.98
*85685	5-20	522.39	85718	5-27	99.41	85736	5-13	485.94
*85697	5-26	23.81	85719	5-12	73.50	85737	5-22	352.00
85698	5-5	50.00	85720	5-4	265.80	85738	5-21	238.68
*85703	5-6	337.00	85721	5-5	650.00	85739	5-11	14,651.00
85704	5-6	18,135.78	85722	5-6	44.50	*85741	5-11	90.18
85705	5-11	2,000.00	85723	5-5	28.87	85742	5-18	4,524.00
85706	5-6	44.70	85724	5-13	465.66	85743	5-19	69.60
85707	5-7	185.02	85725	5-12	506.00	85744	5-19	708.11
85708	5-4	39.86	85726	5-14	33.00	85745	5-11	52.85
85709	5-8	329.68	85727	5-12	83.80	85746	5-13	1,750.00
85710	5-20	121.80	85728	5-11	2,706.16	85747	5-19	19.90
85711	5-4	324.93	85729	5-14	129.56	85748	5-14	1,222.00
85712	5-11	60.00	85730	5-8	70,754.70	85749	5-21	200.00
85713	5-7	109.08	85731	5-12	113.78	85750	5-12	316.71
85714	5-22	236.50	85732	5-12	24.18	85751	5-15	2,600.00



**Subtractions**

(con't)

Paper Checks \* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
85752	5-19	26,000.00	85761	5-27	5,297.34	85769	5-22	82.50
85753	5-29	465.66	85762	5-26	166.00	85770	5-22	375.03
85754	5-26	253.00	85763	5-27	636.70	*85772	5-27	552.10
85755	5-27	68.64	85764	5-26	277.39	85773	5-26	651.75
85756	5-22	321.24	85765	5-28	9,375.10	85774	5-26	607.32
*85758	5-26	41.01	85766	5-26	45.41	85775	5-26	500.00
85759	5-26	100.00	*85768	5-22	1,534.04	85776	5-27	5,000.00
85760	5-26	1,094.51						

**Paper Checks Paid \$188,519.31**

Withdrawals Date	Serial #	Location	Amount
5-4		Merchant Svcs Merch Fee 8008238126	\$677.84
5-4		Merchant Svcs Merch Fee 8008238142	272.09
5-4		Direct Withdrawal, Merchant S 8030298668	72.44
5-5		Direct Withdrawal, Cis Trust AR14416	18,920.58
5-6		Direct Withdrawal, City of Coburg Return	25.00
5-6		Direct Withdrawal, Irs Usat taxpymt	7,569.20
5-6		Direct Withdrawal, OR Revenue Dept Taxpayment	2,103.48
5-7	12486	Internal Wire Wd Pcard GI 8235	7,493.66
5-11		Direct Withdrawal, Asi Asi Fees	22.50
5-12		Direct Withdrawal, City of Coburg Dir Dep	22,976.36
5-13		Direct Withdrawal, Invoice PA 2065Billing	83.65
5-20		Direct Withdrawal, Irs Usat taxpymt	7,640.95
5-20		Direct Withdrawal, OR Revenue Dept Taxpayment	2,106.18
5-26		Direct Withdrawal, City of Coburg Dir Dep	20,555.65
5-27		Direct Withdrawal, Invoice PA 2065Billing	83.65
5-28		Direct Withdrawal, Employer Contrb Pers Cntrb	10,741.55
5-28		Direct Withdrawal, Employer Contrb Pers Cntrb	5,421.06
5-28		Direct Withdrawal, Employer Contrb Pers Cntrb	15.87
<b>Total subtractions</b>			<b>\$295,301.02</b>

**Fees and charges**

Date	Description	Quantity	Unit Charge	Amount
5-8-20	Apr Analysis Service Chg	1	464.74	-\$464.74
<b>Fees and charges assessed this period</b>				<b>-\$464.74</b>

See your Account Analysis statement for details.

379681084602

## Account messages

*Coming Soon: Increase to funds available when certain holds are placed on deposits. Federal regulations determine the amounts that banks must make available to you when certain holds are placed on your deposits. These amounts are being adjusted for inflation. Beginning on or before June 20, 2020 our Funds Availability Policy will be updated as follows:*

- \* Case-by-case holds: \$225 (up from \$200) will be available for withdrawal the next business day after the day of your deposit.*
- \* Large deposit exception holds: The first \$5,525 (up from \$5,000) will be available the next business day after the day of your deposit.*
- \* New account exception holds: \$5,525 (up from \$5,000) of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions.*



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

Item 12.



16376 1 AB 0.419 T60 P2 AUTO RTM1X T 908 00000 R EM T1 375193.11



CITY OF COBURG  
 POLICE EVIDENCE TRUST  
 PO BOX 8316  
 COBURG OR 97408-1310

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

Received by  
 City of Coburg

JUN 05 2020

**Public Transaction**

CITY OF COBURG  
 POLICE EVIDENCE TRUST

Beginning balance 4-30-20	\$8,346.00
<b>Ending balance 5-31-20</b>	<b>\$8,346.00</b>

**Fees and charges**

See your Account Analysis statement for details.

**Account messages**

*Coming Soon: Increase to funds available when certain holds are placed on deposits. Federal regulations determine the amounts that banks must make available to you when certain holds are placed on your deposits. These amounts are being adjusted for inflation. Beginning on or before June 20, 2020 our Funds Availability Policy will be updated as follows:*

- \* *Case-by-case holds: \$225 (up from \$200) will be available for withdrawal the next business day after the day of your deposit.*
- \* *Large deposit exception holds: The first \$5,525 (up from \$5,000) will be available the next business day after the day of your deposit.*
- \* *New account exception holds: \$5,525 (up from \$5,000) of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions.*



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

**Public Sector Statement**  
**April 30, 2020**  
 page 1 of 2

Item 12.



19648 1 AB 0.419 T66 P3 AUTO RTM1X T 908 00000 R EM T1 181831519



CITY OF COBURG  
 POLICE EVIDENCE TRUST  
 PO BOX 8316  
 COBURG OR 97408-1310

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

Received by  
 City of Coburg  
 MAY 11 2020

**Public Transaction :**  
 CITY OF COBURG  
 POLICE EVIDENCE TRUST

Beginning balance 3-31-20	\$8,346.00
Ending balance 4-30-20	\$8,346.00

**Fees and charges**

See your Account Analysis statement for details.



RETURN SERVICE REQUESTED

THE CITY OF COBURG LANE COUNTY OREGON  
CAPITAL PROJECTS  
PO BOX 8316  
COBURG OR 97408-1310

**Managing Your Accounts**

-  Office Address 96 East Broadway  
Eugene, OR 97401
-  Phone (541) 684-7500
-  Toll Free (877) 566-5544
-  Online sbko.bank

**Summary of Accounts**

Account Type	Account Number	Ending Balance
BUSINESS CHECKING		\$87,103.76

**BUSINESS CHECKING-XXXXXXXX2301**

**Account Summary**

Date	Description	Amount
05/01/2020	Beginning Balance	\$87,103.76
	0 Credit(s) This Period	\$0.00
	0 Debit(s) This Period	\$0.00
05/29/2020	Ending Balance	\$87,103.76





**Account Statement**

For the Month Ending **May 31, 2020**

**COBURG CITY OF - COBURG CITY OF / GENERAL -**

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>1,146,326.37</b>
05/01/20	05/01/20	LGIP Fees - Received ACH (1 @ \$0.10 - From 5969) - April 2020	1.00	(0.10)	1,146,326.27
05/13/20	05/13/20	Lane County - Tax Seg for Apr 01-30-2020	1.00	4,790.02	1,151,116.29
05/18/20	05/18/20	ODOT - ODOT PYMNT	1.00	5,573.62	1,156,689.91
05/29/20	06/01/20	Accrual Income Div Reinvestment - Distributions	1.00	1,451.50	1,158,141.41
<b>Closing Balance</b>					<b>1,158,141.41</b>

<b>Opening Balance</b>			<b>Closing Balance</b>
<b>Purchases</b>			<b>Average Monthly Balance</b>
<b>Redemptions</b>			<b>Monthly Distribution Yield</b>

	Month of May	Fiscal YTD July-May
Opening Balance	1,146,326.37	1,285,318.67
Purchases	11,815.14	872,824.09
Redemptions	(0.10)	(1,000,001.35)
<b>Closing Balance</b>	<b>1,158,141.41</b>	<b>1,158,141.41</b>
Dividends	1,451.50	23,559.37



### Account Statement - Transaction Summary

For the Month Ending May 31, 2020

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

	Asset Summary	
	May 31, 2020	April 30, 2020
<b>Oregon LGIP</b>		
Opening Balance	82,408.45	82,408.45
Purchases	103.91	
Redemptions	0.00	
<b>Total</b>	<b>\$82,512.36</b>	<b>\$82,408.45</b>

<b>Closing Balance</b>	<b>\$82,512.36</b>
Dividends	103.91

Item 12.

Account 3784 Pa

PFM Asset Management LLC



For the Month Ending **May 31, 2020**

**Account Statement**

**COBURG CITY OF - COBURG CITY OF / SDC - 3711**

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
<b>Oregon LGIP</b>					
<b>Opening Balance</b>					<b>1,584,590.94</b>
05/29/20	06/01/20	Accrual Income Div Reinvestment - Distributions	1.00	1,998.06	1,586,589.00
<b>Closing Balance</b>					<b>1,586,589.00</b>

	Month of May	Fiscal YTD July-May	
<b>Opening Balance</b>	1,584,590.94	1,271,149.45	<b>Closing Balance</b>
<b>Purchases</b>	1,998.06	701,828.98	<b>Average Monthly Balance</b>
<b>Redemptions</b>	0.00	(386,389.43)	<b>Monthly Distribution Yield</b>
			1.49%

<b>Closing Balance</b>	<b>1,586,589.00</b>	<b>1,586,589.00</b>
<b>Dividends</b>	1,998.06	32,643.76

Item 12.

Account 3711 Pa

**PFM Asset Management LLC**

**CITY OF COBURG  
GENERAL FUND BUDGET PERFORMANCE ANALYSIS  
May 31, 2020**

		<b>CURRENT BUDGET YEAR</b>																															
Account #	Account Name	HISTORICAL ACTUALS						Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	YTD	YTD	Variance	YTD											
		2013-14	2014-15	2015-16	2016-17	2017-2018	2018-2019	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	ACT/PROJ	BUDGET	(fav)/Unfav	%										
<b>TOTAL GENERAL FUND REVENUE</b>		<b>2,112,600</b>	<b>1,523,483</b>	<b>2,372,938</b>	<b>1,920,492</b>	<b>2,322,272</b>	<b>2,764,876</b>	<b>94,863</b>	<b>93,076</b>	<b>92,671</b>	<b>137,025</b>	<b>564,472</b>	<b>362,491</b>	<b>113,891</b>	<b>112,463</b>	<b>112,411</b>	<b>35,759</b>	<b>27,334</b>	<b>160,000</b>	<b>1,906,456</b>	<b>2,516,068</b>	<b>-1,729,612.29</b>	<b>52%</b>										
																			<b>1,120,000</b>	Beginning Fund Balance													
<b>PERSONAL SERVICES</b>																			<b>3,636,068</b>														
ADMINISTRATION	100,974	296,470	279,982	305,091	339,253	412,997	28,199	42,213	38,643	47,328	34,807	39,086	40,729	32,145	36,503	52,041	25,472	42,967	460,133	515,613	-55,480	-11%											
PLANNING	52,923	1,173	32,473	49,664	60,154	87,192	3,954	6,044	5,677	8,541	5,710	5,666	5,513	5,513	6,539	9,238	5,841	6,105	74,341	73,269	1,072	1%											
POLICE	313,959	268,003	279,231	284,948	354,383	390,596	19,093	26,490	28,877	49,000	32,183	32,349	42,179	30,748	35,318	39,593	27,938	37,018	400,787	444,220	-43,433	-10%											
COURT	67,721	76,394	80,072	86,201	95,160	97,451	6,212	7,995	7,959	10,994	7,994	7,959	8,056	8,056	9,226	11,056	8,596	8,977	103,079	107,731	-4,652	-4%											
PUBLIC WORKS	0	209,057	306,212	298,864	273,993	330,627	23,162	28,376	29,680	43,187	30,720	30,921	30,181	30,080	34,713	42,324	31,837	31,205	386,384	380,469	5,915	2%											
<b>TOTAL PERSONAL SERVICES</b>	<b>535,577</b>	<b>851,096</b>	<b>977,969</b>	<b>1,024,768</b>	<b>1,122,943</b>	<b>1,318,864</b>	<b>80,619</b>	<b>111,118</b>	<b>110,836</b>	<b>159,050</b>	<b>111,415</b>	<b>115,981</b>	<b>126,658</b>	<b>106,542</b>	<b>122,298</b>	<b>154,251</b>	<b>99,685</b>	<b>126,272</b>	<b>1,424,725</b>	<b>1,521,302</b>	<b>-96,577</b>	<b>-6%</b>											
																		1,424,725 proof															
<b>MATERIALS AND SERVICES</b>																																	
ADMINISTRATION	1,337,527	245,910	186,639	226,043	248,187	220,817	11,001	25,975	8,684	26,947	11,802	23,937	21,774	17,060	18,006	17,837	3,736	19,571	206,330	234,857	-28,527	-12%											
FACILITIES	0	0	77,228	97,833	170,524	82,624	5,249	3,497	22,763	2,037	32,270	4,920	43,254	5,375	4,673	2,862	8,050	14,608	149,559	175,300	-25,741	-15%											
PLANNING	58,665	37,522	59,027	151,662	235,060	258,088	0	12,754	10,238	1,301	2,197	6,643	18,122	7,766	9,557	7,583	297	29,258	105,716	351,100	-245,384	-70%											
ECONOMIC DEVELOPMENT	6,968	16,793	11,887	50,451	23,836	42,939	0	0	6,460	9,086	3,556	0	970	11,841	5,875	1,588	31,500	3,933	74,809	97,200	-22,391	-23%											
PARK & PARK CAPITAL	0	0	0	67,307	90,399	59,280	3,615	2,933	5,671	92,152	39,486	1,457	10,562	4,930	3,788	61,146	90,346	26,455	342,539	474,470	-131,931	-28%											
POLICE	95,943	91,704	90,252	115,200	117,469	118,724	19,648	1,994	30,886	17,846	10,101	1,615	17,575	3,200	2,347	14,077	1,772	13,354	134,415	160,250	-25,835	-16%											
COURT	64,848	44,586	22,943	19,796	28,606	27,291	883	2,080	1,215	870	2,797	5,444	1,929	2,028	2,506	2,703	1,032	3,969	27,454	47,625	-20,171	-42%											
<b>TOTAL MATERIALS AND SERVICES</b>	<b>1,563,951</b>	<b>436,515</b>	<b>447,976</b>	<b>728,292</b>	<b>914,081</b>	<b>809,763</b>	<b>40,395</b>	<b>49,232</b>	<b>85,916</b>	<b>150,241</b>	<b>102,209</b>	<b>44,017</b>	<b>114,186</b>	<b>52,200</b>	<b>46,751</b>	<b>107,795</b>	<b>136,733</b>	<b>111,148</b>	<b>1,040,823</b>	<b>1,540,802</b>	<b>-499,979</b>	<b>-32%</b>											
																		1,040,823 proof															
<b>INTERFUND TRANSFERS-OUT</b>																																	
PARK FUND	0	82,342	97,000			0																											
WATER CAPITAL FUND			84,403			0																											
PAYROLL ALLOCATION -PLANNING			22,398.00	19,601.12		0																											
STREET FUND						50,000																											
SEWER FUND	0	50,000	621,205	50,000		0																											
<b>TOTAL TRANSFERS OUT</b>	<b>0.00</b>	<b>132,342.00</b>	<b>825,006.00</b>	<b>69,601.12</b>	<b>0</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>50,000</b>	<b>100,000</b>	<b>50,000</b>													
<b>TOTAL EXPENSES</b>		<b>2,099,528</b>	<b>1,419,953</b>	<b>2,250,951</b>	<b>1,822,661</b>	<b>2,037,024</b>	<b>2,178,626</b>	<b>121,014</b>	<b>160,350</b>	<b>196,752</b>	<b>309,292</b>	<b>213,624</b>	<b>159,997</b>	<b>240,844</b>	<b>208,742</b>	<b>169,050</b>	<b>262,045</b>	<b>236,418</b>	<b>287,420</b>	<b>2,565,548</b>	<b>3,112,104</b>	<b>-546,556</b>	<b>82%</b>										
<b>TOTAL REVENUE/(LOSS)</b>		<b>13,072</b>	<b>103,530</b>	<b>121,987</b>	<b>97,831</b>	<b>285,248</b>	<b>586,250</b>	<b>-26,151</b>	<b>-67,274</b>	<b>-104,081</b>	<b>-172,267</b>	<b>350,848</b>	<b>202,494</b>	<b>-126,954</b>	<b>-96,279</b>	<b>-56,639</b>	<b>-226,286</b>	<b>-209,084</b>	<b>-127,420</b>	<b>-659,092</b>													
																		2,565,548															
																		Net Income/Loss															
<b>CASH IN BANK BEGINNING</b>																		<b>1,532,852</b>	<b>1,461,739</b>	<b>1,395,348</b>	<b>1,291,400</b>	<b>1,315,836</b>	<b>1,665,507</b>	<b>1,778,456</b>	<b>1,539,270</b>	<b>1,442,694</b>	<b>1,286,228</b>	<b>1,161,101</b>	<b>947,746</b>				
<b>Revenue/(Loss)</b>																		<b>-26,151</b>	<b>-67,274</b>	<b>-104,081</b>	<b>-172,267</b>	<b>350,848</b>	<b>202,494</b>	<b>-126,954</b>	<b>-96,279</b>	<b>-56,639</b>	<b>-226,286</b>	<b>-209,084</b>	<b>-127,420</b>				
<b>Balance Sheet Adjustments</b>																		<b>-44,962</b>	<b>883</b>	<b>133</b>	<b>196,702</b>	<b>-1,177</b>	<b>-89,544</b>	<b>-112,233</b>	<b>-297</b>	<b>-99,827</b>	<b>101,159</b>	<b>-4,271</b>					
<b>CASH IN BANK ENDING</b>																		<b>1,461,739</b>	<b>1,395,348</b>	<b>1,291,400</b>	<b>1,315,836</b>	<b>1,665,507</b>	<b>1,778,456</b>	<b>1,539,270</b>	<b>1,442,694</b>	<b>1,286,228</b>	<b>1,161,101</b>	<b>947,746</b>	<b>820,326</b>	<b>Projected Ending Cash</b>			

1690033	<b>General Fund Cash</b>	657330
1059942	<b>Park Reserve</b>	290416
630091		
	<b>Total Cash on Hand</b>	<b>947,746</b>

Park SDC Reconciled at 6/30  
Much of this will go away and back to the GF

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

436500  
35,970  
472470