



AGENDA

PLANNING COMMISSION

REGULAR SESSION

91136 N Willamette St, Coburg, OR

541-682-7852 | coburgoregon.org

Wednesday, September 18, 2024 at 6:00 PM

CALL MEETING TO ORDER

ROLL CALL

AGENDA REVIEW

PUBLIC COMMENT

(Five minute limit unless extended time approved prior to meeting. Comments on Public Hearing items are done during the Hearing)

APPROVAL OF MINUTES

- [1.](#) July 17th, 2024 Minutes for Approval

COMMISSION BUSINESS

- [2.](#) Public Hearing | Coburg Community Charter School Conditional Sign Permit SN 01-24

UPDATES & FUTURE AGENDA ITEMS

- [3.](#) August City Administration Report

ADJOURNMENT

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

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



MINUTES

Planning Commission Meeting

July 17, 2024 at 6:00pm
Coburg City Hall
91136 N Willamette Street

MEMBERS PRESENT: Jim Bell; Chair, Seth Clark; Vice Chair, John Marshall, Jerry Behney, William Wood (via Zoom), Marissa Doyle

MEMBERS ABSENT: Jonathan Derby

STAFF/GUESTS PRESENT: Megan Winner; Planning Director, John Lehmann; Council Liaison, Nancy Bell; Mayor, Patrick Wingard; DLCDC Representative

RECORDED BY: Madison Balcom; Administrative Assistant

CALL TO ORDER

Chair, Jim Bell opened the Planning Commission meeting at 6:02 p.m.

ROLL CALL

Planning Director, Megan Winner called roll. A quorum was present.

AGENDA REVIEW

There were no changes.

APPROVAL OF MINUTES

1. March 20, 2024
2. April 17, 2024
3. May 15, 2024

MOTION

Mr. Clark moved, seconded by Mr. Behney, to approve the March 20th, April 17th, and May 15th, 2024 Planning Commission meeting minutes as presented.

Motion passed as 5:0.

PUBLIC COMMENT

There were no requests to publicly speak and no written statements had been received.

COMMISSION BUSINESS

a. DLCD Land Use & Master Planned Development Training

DLCD Representative, Patrick Wingard, gave a presentation on Land Use Decision-Making for Planning Commissioners, Elected Officials, and Planners including Master Planned Development Application and Procedures. Topics included land use history, state and local responsibilities, comprehensive plan, zoning and development code, and the Coburg zoning code. Commissioners asked questions about public safety and law enforcement accessibility components, transportation concerns regarding jobs and employment, urban growth boundary, partitions, master plan development process, and more.

ADJOURNMENT

Chair Bell adjourned the Planning Commission Regular Meeting at 7:35 p.m.

APPROVED by the Planning Commission of the City of Coburg on this _____ day of _____ 2024.

Jim Bell, Commission Chair

ATTEST: _____
Sammy L. Egbert, City Recorder

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

**STAFF REPORT
Coburg Community Charter School Conditional Sign Permit SN 01-24**

I. BASIC DATA

File number: SN 01-24

Applicant: Coburg Community Charter School
91274 North Coburg Road
Coburg, Oregon 97408

Property Owner: Eugene School District 4J
200 N Monroe St
Eugene, OR 97402

Agent: Dave Wallace

Request: A conditional sign permit application to allow a free-standing sign in a residential district to replace an existing non-conforming institutional sign at the school.

Property Location: 91274 North Coburg Road near the corner of North Coburg and Coburg Roads.

Assessor's map & tax lot: 16-03-29-00-04000

Zoning Designation: Traditional Residential (TR), Historic District Overlay

Comprehensive Plan Designation: Traditional Residential (TR)

Applicable Criteria: Sign Ordinance A-155-A Section 6. Residential District and Section 35. Conditional Sign Permits; Coburg Zoning Code Ordinance A-200-L Article X Section D. Type III Procedure; Coburg Comprehensive Plan

Report Date: September 11, 2024

Planning Commission Meeting Date: September 18, 2024

II. REQUEST

The applicant is requesting a conditional sign permit to allow a free standing sign that will replace an existing non-conforming sign on the subject property. The proposed sign dimension is 24” wide and 29” tall. (Attachment A)

III. STAFF RECOMMENDATION

Staff recommends the Conditional Sign Permit application be approved based on the findings and conclusions contained in this staff report. No conditions of approval are recommended but may be made by the Planning Commission based on Section 35 of Ordinance A-155.

IV. BACKGROUND

The subject property is zoned Traditional Residential in the Historic District overlay and contains a Comprehensive Plan Map designation of Traditional Residential. The subject property contains existing buildings used and leased by the Coburg Community Charter School with frontage onto North Coburg Road. Proposed sign is similar in size (slightly smaller) to an existing non-conforming free-standing sign. The north property line of the subject property abuts assessor’s map 16-03-29-00 tax lots 03900 & 3806 and the east property line abuts assessor’s map 16-03-29-00 tax lot 3802, all of which are located outside city limits and zoned Rural Residential (RR5) under Lane County jurisdiction. The south property line abuts tax lot 16-03-29-00-04001, which are zoned Traditional Residential.

V. APPROVAL CRITERIA AND ANALYSIS FOR CONDITIONAL SIGN PERMIT

Ordinance A-155 Section 4. General Requirements:

A. Sign Illumination. The artificial illumination of signs, either from an internal or external source, shall be designed to eliminate negative impacts on surrounding right-of-way and properties. The following standards shall apply to all illuminated signs:

- 1. No sign or light source shall create an unduly distracting or hazardous condition to a motorist, pedestrian or the general public. Colored lights or colored sign faces shall not be used at a location or in a manner so as to be confused or construed as traffic control devices.***
- 2. External light sources shall be directed and shielded to limit direct illumination of any object other than the sign.***
- 3. Signs shall not have blinking, flashing, or fluttering lights, or other illuminating devices that have a changing light intensity, brightness or color.***

Finding: The proposed sign features aluminum posts painted black and the face features digitally printed vinyl with a 3-line reader board for change letters. There is no

illumination of the sign proposed. Criterion met.

B. Sign permits may be processed as Building Permits which are considered a type of Type 1 Land Use Applications except when another processed is required by this Ordinance.

Finding: The proposed sign exceeds size limitations in the zoning district. A Conditional Sign Permit to allow for a sign that does not meet the requirements of Ordinance A-155 is subject to Planning Commission approval. Criterion met.

Ordinance A-155 Section 6. Residential District

A. All signs within the residential areas shall be subject to the following provisions:

- 1) No sign shall be illuminated with or by a flashing intermittent light source. All light shall be directed away from and not reflected upon adjacent premises. No illumination of any sign shall be permitted at [after] 10:00 p.m. or before 7:00 a.m. Free standing signs shall not be internally illuminated nor be illuminated by neon tubing.***
- 2) One sign not exceeding two square feet in area per side and bearing only property numbers, post box numbers, names of occupants, or the occupations of residents only in event of home occupation shall be allowed each residential dwelling unit.***
- 3) Home Occupation Signs shall not exceed three (3) square feet in area per side not exceed six feet in height.***
- 4) Subdivision Signs shall not exceed 32 square feet in area and not exceed 6 feet in height. One per entrance.***

B. Temporary Signs as defined in Section 3, subsection 23, items a-h, shall not exceed six (6) square feet in area not exceed six (6) feet in height.

C. Exempt Signs shall be allowed as follows:

- 1) Institutional Signs: Any sign or bulletin board setting forth or denoting the name of any public, charitable, religious, or non-profit institution when located on the premises of such institution, provided such sign or bulletin board shall not exceed 32 square feet in area and 6 feet in height.***
- 2) Public Signs: Signs of a public nature, which are non-commercial, which shall include safety signs, danger signs, signs indicating scenic or historical points of interest, signs required by a government agency, and all signs erected by a public officer in the performance of a public duty, shall not exceed 32 square feet in area.***
- 3) Memorial Signs and Tablets: Non-illuminated memorial signs or tablets indicating the name of building or date of erection, not exceeding two square feet in area, which are part of the building construction, or are to be attached as wall signs or anchored in the public right-of-way***

4) Seasonal Decorations: Seasonal decorations shall be permitted for a period of 40 days for displays purposes or on public or private property, providing such decorations are safely maintained. When on public property, approval of the City Council is required.

5) Flags: One official national, state, and local government flag or banner per property when installed in a manner that meets City ordinances and when flown and maintained with the respect due to these symbols of honor and authority, as specified by the U.S. Flag Code, are exempt from the provisions of these regulations. As per Section 4 of the U.S. Flag Code, the American flag should never be used for advertising purposes.

The flag structure shall not exceed 20 ft. in height or a height 10 percent greater than the maximum height of the primary structure on the property, whichever is greater. All structures over 10 ft. in height supporting flags require a Building Permit and inspection(s) of the footing and structure, as per current Oregon State Building Code, prior to installation of the structure.

D. Prohibited Signs.

1) Roof Signs

2) Animated Signs that rotate messages more frequently than every 20 seconds

3) Rotating Signs

4) Projecting Signs

5) Off-site signs, except for Open House Signs.

6) Signs illuminated by neon tubing, LED, or similar technology including 'OPEN' or 'CLOSED' signs.

Finding: The proposed non-illuminated sign is categorized as an Institutional sign under Exempt signs and exceeds the size limitations of 32 square feet in area and 6 feet in height. Proposed sign is 84.6 square feet in area and 10 feet in height, slightly smaller than an existing non-conforming free-standing sign. A Conditional Sign Permit to allow for a sign that does not meet the requirements of Ordinance A-155 is subject to Planning Commission approval and the impetus for this application. Criterion satisfied with conditional sign permit application as proposed sign does not meet size requirements.

Ordinance A-155 Section 35. Conditional Sign Permits:

A. Purpose: To allow Planning Commission review of signs that would ordinarily not be permitted under this Ordinance. The purpose of review shall be to determine that the characteristics of any such sign shall not be unreasonably incompatible with those signs permitted in the district and for the purpose of imposing conditions to insure that the basic purposes of this Ordinance are served. Nothing herein shall be construed to require the granting of the Conditional Sign Permit.

B. Conditional Signs: Where ambiguity exist in this Ordinance regarding the erection of a particular sign, the proper to be used, or a sign is not specifically permitted or prohibited in a particular district, that sign may be allowed under a Conditional Sign Permit in accordance with the provisions of this section.

C. Criteria: A Conditional Sign Permit may be granted only if substantive and probative evidence establishing specific findings of fact have been made that said permit conforms to all the following criteria.

(1) Conformity with the Coburg Comprehensive Plan and Zoning Ordinance.

(2) Compliance with special conditions established by the Planning Commission to carry out the purposes of the relevant sections(s) of this Ordinance.

Finding: The proposed sign is a replacement for an existing non-conforming free-standing sign and conforms with the policies and intent of the Coburg Comprehensive Plan and Zoning Code. The location of the proposed sign in relation to the site are compatible with the surroundings and arrangement. The proposed sign will provide for better identification of the school and dissemination of its information. Criterion met.

D. Conditions: The Planning Commission may impose the following conditions to minimize conflicts between proposed and existing signs.

(1) Modify setbacks, heights, square footage, and nature of signs to accomplish specific ends.

(2) Require modifications for safety purposes.

(3) Require abatement of light, noise, and vibration.

(4) Require the limitation of use.

(5) Require time limit on total duration of use.

(6) Additional conditions which may be necessary to implement policies of the Coburg Comprehensive Plan and Zoning Ordinance.

Finding: The proposed sign is a replacement for an existing non-conforming free-standing sign. Staff have no recommended conditions of approval.

E. Compliance: Compliance with conditions imposed in the Conditional Sign Permit are required, and failure to so comply constitutes a violation of this Ordinance.

F. Vested Interest in Approved Conditional Sign Permit: A valid Conditional Sign, Permit supersedes conflicting provisions of subsequent rezoning or amendments to this Ordinance, unless specifically provided otherwise herein, or by the condition of approval.

G. Revocation:

(1) Conditional Sign Permits are automatically revoked without special action if:

(a) the permit has not been exercised within one year after the date of approval, or

(b) the sign approved is discontinued for any reason for one continuous year or more.

(2) The Planning Commission may revoke any Conditional Sign Permit for

failure to comply with any prescribed condition of the approval.

(3) A hearing for revocation of a Conditional Sign Permit shall be held upon written application to the Planning Commission stating the basis of the revocation under this section or other provisions of this ordinance. The Planning Commission shall set a hearing date if it determines one is warranted.

Finding: Revocation of the conditional sign permit can be pursued using the procedure outline in Ordinance A-155 above. Criteria not applicable at this time.

H. The public hearing notification, hearing procedure, and appeals for Conditional Sign Permit applications and revocations shall be the same as those for a Conditional Use Permit or revocation thereof, under Ordinance No. A-133.

Finding: The conditional sign permit application is being processed using a Type III land use procedure which provides the same public hearing notification, hearing procedure and appeals processes as a Conditional Use Permit which is also a Type III land use procedure. Conditional Use Permit criteria were not addressed in this report as no use is proposed but the hearing notification, procedure and appeals processes are identical. Criteria met.

Article VII – District Regulations. Traditional Residential District (TR)

1. Purpose: The Traditional Residential District is intended to provide a livable neighborhood environment, preserve the small town and historic character of the traditional core of Coburg, ensure architectural compatibility, and provide for a variety of residential housing choices and other associated uses as determined to be desirable and/or necessary.

2. Uses and Structures

a. Permitted Principal Uses and Structures

(1) Residential

- (i) Single-family detached dwellings***
- (ii) Duplexes located on a corner parcel with each primary entry oriented to a different street***
- (iii) Group home, not to exceed five unrelated individuals***
- (iv) Manufactured homes on individual lots***
- (v) Residential Homes as defined by ORS 197.660-670***
- (vi) Residential Facilities, as defined by ORS 197.660-670, subject to locational standards in Section 11(b).***
- (vii) Cottage housing, subject to the standards in ARTICLE VIII.J.***

(2) Home Occupations as provided in ARTICLE VIII.O.

(3) Public and Institutional

- (i) Places of Worship subject to the locational standards in Section 11.***
- (ii) Public and private schools subject to the locational standards in***

Section 11.

(4) Bed and Breakfast Inns, subject to the locational standards in Section 11.

(5) Child care center providing care to six or fewer children. Child care centers with 7-12 children are permitted subject to the locational standards in Section 11.

b. Permitted Accessory Uses and Structures

(1) Accessory buildings and uses, such as garages, carports, or sheds, are permitted.

(2) One accessory dwelling unit, as provided in ARTICLE VIII.K.

c. Conditional Uses. The following uses require a conditional use permit under the procedure, criteria, and standards of ARTICLE XIII.

(1) Boarding, lodging or rooming house

(2) Child care center-providing care to thirteen or more children

(3) Nursing homes

(4) Public parks, playgrounds and community centers

(5) Public and semi-public buildings

(6) Public, private and parochial schools that do not meet the locational standards in Section 11

(7) Places of worship that do not meet the locational standards in Section 11

(8) Agricultural uses and crop cultivation subject to Nuisance Ordinance criteria and Section 10 requirements

(9) Gardens and greenhouses for commercial purposes

(10) Mixed-use development (a residential use with another permitted use or commercial use), subject to locational and design standards in Article VIII, Section M.

d. Prohibited Uses

(1) All uses not listed as permitted, accessory, or conditional

FINDING: The proposal does not impact the use of the site. No new use is proposed. Criterion not applicable.

3. Driveway Limitations in the Traditional Residential District

a. In the Traditional Residential District, driveways shall be limited to a maximum of one (1) per dwelling. One driveway shall be allowed for each unit of a duplex. A single driveway cannot be used by more than one dwelling.

Exception: A single driveway can serve one dwelling in addition to an approved accessory dwelling unit.

4. Minimum Lot Requirements

a. For properties not served by sanitary sewers, the minimum lot requirements shall be as follows:

**Single Family and Duplexes 10,000 Sq. Ft./lot
Min. Width 50 ft., 55 ft. for corner
Max. Lot. Coverage 30%**

b. For properties served by sanitary sewers, the minimum lot requirements shall be as listed below:

**Single Family detached and manufactured home on a lot 6,000 Sq. Ft./lot Duplex:
7,000 Sq. Ft./lot**

Min. Width: Single Family detached and manufactured home on a lot 50 ft., 55 ft. for corner; Duplex 65 ft.

Max. Lot. Coverage: Single Family detached and manufactured home on a lot 40%; Duplex 50%

c. The approval body may grant a 15% modification to the lot area and/or lot dimension standards, provided that:

(1) The modification is necessary to address physical constraints, such as topography, existing development, significant trees, and other natural and built features; and

(2) The overall density requirements of the subdivision are satisfied; and

(3) Where the proposed subdivision abuts an existing subdivision with standard or larger than standard sized lots, the proposed lots abutting the lots in the existing subdivision shall be at least the minimum lot size for the proposed subdivision.

Where substandard lots abut standard or larger sized lots, the approval body may require screening or other transitions to provide a buffer between uses.

FINDING: Proposed sign does not alter existing lot. Criterion not applicable.

5. Residential Density Standards

The following density standards apply to all new development where sanitary sewer is available. The standards are intended to ensure efficient use of buildable lands and provide for a range of needed housing.

a. The maximum density permitted on any parcel in the Traditional Residential District shall be 7.5 dwelling units per acre. The maximum density limitation does not apply to accessory dwelling units, cottage housing, or residential uses as part of a mixed-use development.

b. When lots are created through a land division, or site development is proposed for four or more dwelling units, a minimum density of 60 percent of the maximum density (or 5.4 dwelling units per acre) is required. (Minimum density calculations are based on net density. See density calculations definition.) This standard does not apply to the following developments:

(1) Partitions;

(2) Subdivisions of parcels totaling 20,000 square feet or less;

(3) Lot line adjustments;

- (4) Bed and Breakfast inns; and**
- (5) Development on physically constrained sites, where lot configuration, access limitations, topography, significant trees, wetlands or other natural features prevent development at the minimum density.**

c. The density standards may be averaged over more than one development phase (i.e., as in a master planned development).

d. Duplexes used to comply with the density standard shall be so designated on the final subdivision plat.

FINDING: Proposed sign illumination does not affect density. Criterion not applicable.

6. Minimum Yard Requirements.

a. Front yards.

- (1) Setbacks shall be a minimum of 15 feet, with the following exceptions:**
 - (i) Garages, carports, and sheds shall be set back a minimum of 20 feet from the front property line and shall be set back a minimum of 5 feet from the longest wall of the front façade of the house.**
- (2) Steps are permitted within the front yard setback.**
- (3) In any required front yard, no fence or wall shall be permitted that materially impedes vision across such yard above the height of 30 inches, and no hedge or other vegetation shall be permitted that materially impedes vision across such yard between the heights of 30 inches and 10 feet.**
- (4) In the case of through lots, unless the prevailing front yard pattern on adjoining lots indicates otherwise, front yards shall be provided on all frontages. Where one of the front yards that would normally be required on a through lot is not in keeping with the prevailing yard pattern, the Planning Official may waive the requirement for the normal front yard and substitute, therefore, a special yard requirement which shall not exceed the average of the yards provided on adjacent lots.**
- (5) In the case of corner lots that do not have reversed frontage, a front yard of the required depth shall be provided in accordance with the prevailing yard pattern and a second front yard of half the depth required generally for front yards in the district shall be provided on the other frontage.**
- (6) In the case of the reversed frontage corner lots, a front yard of the required depth shall be provided on either frontage, and a second front yard of half the depth required generally for front yards in the district shall be provided on the other frontage.**
- (7) In the case of corner lots with more than two frontages, the Planning Official shall determine the front yard requirements, subject to the following limitations: (1) At least one front yard shall be provided having the full depth required generally in the district; (2) No other front yard on such lots shall have less than half the full depth required generally.**

b. Side yard setbacks shall be seven feet from any property line, except:

(1) Corner lots shall have a side yard next to the street of 10 feet.

c. Rear yard. Primary structures shall be set back not less than 10 feet from the rear property line. Accessory structures that require a building permit shall be set back not less than five feet from the rear property line.

d. Schools. Schools shall provide and maintain setbacks of 50 feet from side and rear property lines, except on the street side of a corner lot where a setback of at least 25 feet shall be required. Alleys contiguous to or within the property being used for school purposes may be included in the required setback. This provision does not apply to residences used for home schooling.

e. All structures, including but not limited to buildings, fences, decks, and stairways, shall be a minimum of one foot from the Coburg Loop Path right-of-way.

FINDING: Proposed sign does not alter existing yards. Criterion not applicable.

7. Maximum Height Standards

a. Residential Buildings. The maximum height shall be 35 feet.

b. Accessory Buildings, including accessory dwellings. The maximum structural height shall be 15 feet. The maximum height may be 25 feet if a living unit is provided on the second floor.

c. Garages. Garages shall not exceed the maximum height of the primary structure. Where an ADU is located above a garage, the maximum height may be 35 feet.

d. All other buildings shall not exceed 35 feet.

e. Mixed Use. The maximum height shall be 45 feet.

FINDING: Proposed sign does not alter existing heights of structures. Criterion not applicable.

8. Parking and Access Requirements

See ARTICLE VIII for parking and access requirements.

9. Sign standards

See Sign Ordinance and ARTICLE VIII for requirements.

FINDING: Provisions provided in Sign Ordinance A-155 are being followed. Criterion met.

10. Standards for Agriculture and Livestock Uses

a. The total maximum number of animals permitted on a lot shall be as follows. (Area computation may be utilized one time only for allowable animal count):

| Type of Animals Allowed | Minimum Square Feet Required | Square Feet per Animal Required |
|--|------------------------------|---|
| Honey Bee Colonies (per hive) | 10,000 | 10,000 |
| Fowl (not including roosters, Rabbits) | 4,000 | 2,000;(maximum of 10 on 40,000 square feet) |

FINDING: Proposed sign does not include any agriculture or livestock. Criterion not applicable.

11. Locational Standards

Buildings and uses subject to this section may be located only where they are:
a. Adjacent to the Central Business District or Highway Commercial District or Light Industrial, either by sharing a property line or across a street or alley; and
b. Abutting a collector or arterial street.

12. Compliance with Design Standards and Guidelines

a. All uses, structures and development in this district are subject to the applicable design and development standards in ARTICLE VIII.

FINDING: Proposed sign does include any buildings or uses. Criterion not applicable.

ARTICLE X. Section D. Type III Procedure

1. Pre-application Conference. A pre-application conference is required for all Type III applications. The requirements and procedures for a pre-application conference are described in Section F.3

FINDING: Pre-application meeting was held with Planning staff and the applicant team. Criterion met.

2. Application Requirements.

a. Application forms. Type III applications shall be made on forms provided by the City Planning Official or designee; if a Type II application is referred to a Type III hearing, either voluntarily by the applicant or staff, or upon appeal, no new application is required.

b. Submittal Information. When a Type III application is required, it shall:
(1) Include the information requested on the application form;
(2) Be filed with one copy of a narrative statement that explains how the application satisfies each and all of the relevant criteria and standards in sufficient detail for review and decision-making. Note: additional information may be required under the specific application requirements for each approval;
(3) Be accompanied by the required fee; and

(4) Include one set of pre-stamped and pre-addressed envelopes for all real property owners of record who will receive a notice of the application as required in Section 3. The records of the Lane County Assessor's Office are the official records for determining ownership. The applicant shall produce the notice list. At the applicant's request, and upon payment of a fee noted on the City's fee list, the City shall prepare the public notice mailing list. The City or the applicant shall use the most current County real property assessment records (RLID) to produce the notice list. The City shall mail the notice of application.

FINDING: Applicant submitted all materials required for submittal (Attachment A). Application was deemed complete on August 7, 2024. Criterion met.

3. Notice of Hearing.

a. Mailed notice. The City shall mail the notice of the Type III action. The records of the Lane County Assessor's Office are the official records for determining ownership and can be accessed by RLID – Regional Land Use Information Database www.rlid.org. Notice of a Type III application hearing or Type II appeal hearing shall be given by the City Planning Official or designee in the following manner:

(1) At least 10 days before the hearing date, notice shall be mailed to:

- (i) The applicant and all owners or contract purchasers of record of the property that is the subject of the application;**
- (ii) All property owners of record within 300 feet of the site;**
- (iii) Any governmental agency that is entitled to notice under an intergovernmental agreement entered into with the City. The City may notify other affected agencies. The City shall notify the road authority, and rail authority and owner, when there is a proposed development abutting or affecting their transportation facility and allow the agency to review, comment on, and suggest conditions of approval for the application;**
- (iv) Owners of airports in the vicinity shall be notified of a proposed zone change in accordance with ORS 227.175;**
- (x) Any neighborhood or community organization recognized by the City Council and whose boundaries include the property proposed for development;**
- (xi) Any person who submits a written request to receive notice;**
- (xii) For appeals, the appellant and all persons who provided testimony in the original decision; and**
- (xiii) For a land use district change affecting a manufactured home or mobile home park, all mailing addresses within the park, in accordance with ORS 227.175.**

(2) The City Planning Official or designee shall have an affidavit of notice be prepared and made a part of the file. The affidavit shall state the date that the notice was mailed to the persons who must receive notice.

(3) At least 14 business days before the hearing, notice of the hearing shall be

printed in a newspaper of general circulation in the City. The newspaper's affidavit of publication of the notice shall be made part of the administrative record.

b. Content of Notice. Notice of appeal of a Type II Administrative decision or notice of a Type III hearing to be mailed and published per Subsection 1 above shall contain the following information:

- (1) The nature of the application and the proposed land use or uses that could be authorized for the property;**
- (2) The applicable criteria and standards from the development code(s) that apply to the application;**
- (3) The street address or other easily understood geographical reference to the subject property;**
- (4) The date, time, and location of the public hearing;**
- (5) A statement that the failure to raise an issue in person, or by letter at the hearing, or failure to provide statements or evidence sufficient to afford the decision-maker an opportunity to respond to the issue, means that an appeal based on that issue cannot be filed with the State Land Use Board of Appeals;**
- (6) The name of a City representative to contact and the telephone number where additional information on the application may be obtained;**
- (7) A statement that a copy of the application, all documents and evidence submitted by or for the applicant, and the applicable criteria and standards can be reviewed at Coburg City Hall at no cost and that copies shall be provided at a reasonable cost;**
- (8) A statement that a copy of the City's staff report and recommendation to the hearings body shall be available for review at no cost at least seven days before the hearing, and that a copy shall be provided on request at a reasonable cost;**
- (9) A general explanation of the requirements to submit testimony, and the procedure for conducting public hearings; and**
- (10) The following notice: "Notice to mortgagee, lien holder, vendor, or seller: The City of Coburg Development Code requires that if you receive this notice it shall be promptly forwarded to the purchaser."**

FINDING: Notice containing all of the required information was sent to neighboring property owners in a 300 foot radius of the subject property on September 4th, 2024. Notice was published in the Eugene Register Guard on August 20, 2024. Because North Coburg Road is a County Road under Lane County Jurisdiction, Lane County Transportation Planning (LCTP) was contacted and verified that the proposed sign meets vision clearance requirements. Mailing and publishing notices, affidavit and email correspondence with LCTP are included in Attachment B. Criteria met.

c. Posted Notice. Posted notice shall be provided, when required, as follows:

- (1) The applicant shall post notice on the subject property no earlier than 14 and no later than ten days prior to the end of the 14 day comment period. The notice shall remain in place throughout the comment period. The applicant shall file an affidavit of posting with the City no later than five days after the date of original posting. The affidavit shall be made a part**

of the file.

(i) Posted notice. Posted notice shall be deemed to have been provided upon the date when the sign is first posted. Subsequent removal of or damage to the sign by anyone other than the applicant or an officer of the City shall not invalidate the proceeding.

(2) Notice shall be posted on each street frontage of the subject property, in a conspicuous place that is visible from the public right-of-way. If no street abuts the subject property, the notice shall be placed as near as possible to the subject property in a conspicuous place that can be readily seen by the public.

(3) Posted notice shall be on signs approved by the Planning Official.

(4) The applicant shall remove the signs from the subject property after the comment period.

FINDING: Notice containing all of the required information was posted by the applicant on the subject property on September 4th, 2024. Affidavit of posting is included in Attachment B. Criterion met.

4. Conduct of the Public Hearing.

a. At the commencement of the hearing, the hearings body shall state to those in attendance:

(1) The applicable approval criteria and standards that apply to the application or appeal;

(2) A statement that testimony and evidence shall concern the approval criteria described in the staff report, or other criteria in the comprehensive plan or land use regulations that the person testifying believes to apply to the decision;

(3) A statement that failure to raise an issue with sufficient detail to give the hearings body and the parties an opportunity to respond to the issue, means that no appeal may be made to the State Land Use Board of Appeals on that issue;

(4) Before the conclusion of the initial evidentiary hearing, any participant may ask the Planning Commission for an opportunity to present additional relevant evidence or testimony that is within the scope of the hearing. The hearings body shall grant the request by scheduling a date to finish the hearing (a "continuance") per paragraph 2 of this subsection, or by leaving the record open for additional written evidence or testimony per paragraph 3 of this subsection.

b. If the Planning Commission grants a continuance, the completion of the hearing shall be continued to a date, time, and place at least seven days after the date of the first evidentiary hearing. An opportunity shall be provided at the second hearing for persons to present and respond to new written evidence and oral testimony. If new written evidence is submitted at the second hearing, any person may request, before the conclusion of

the second hearing, that the record be left open for at least seven days, so that they can submit additional written evidence or testimony in response to the new written evidence;

c. If the Planning Commission leaves the record open for additional written evidence or testimony, the record shall be left open for at least seven days after the hearing. Any participant may ask the City in writing for an ARTICLE X 134 Coburg Zoning Code opportunity to respond to new evidence submitted during the period that the record was left open. If such a request is filed, the Planning Commission shall reopen the record.

(1) When the Planning Commission reopens the record to admit new evidence or testimony, any person may raise new issues that relate to that new evidence or testimony;

(2) An extension of the hearing or record granted pursuant to Section D is subject to the limitations of ORS 227.178 (“120-day rule”), unless the continuance or extension is requested or agreed to by the applicant;

(3) If requested by the applicant, the City shall allow the applicant at least seven days after the record is closed to all other persons to submit final written arguments in support of the application, unless the applicant expressly waives this right. The applicant’s final submittal shall be part of the record but shall not include any new evidence;

(4) The record shall contain all testimony and evidence that is submitted to the City and that the hearings body has not rejected;

(5) In making its decision, the hearings body may take notice of facts not in the hearing record (e.g., local, state, or federal regulations; previous city decisions; case law; staff reports). The review authority must announce its intention to take notice of such facts in its deliberations, and allow persons who previously participated in the hearing to request the hearing record be reopened, if necessary, to present evidence concerning the noticed facts;

(6) The review authority shall retain custody of the record until the City issues a final decision.

d. Participants in the appeal of a Type II Administrative decision or participants in a Type III hearing are entitled to an impartial review authority as free from potential conflicts of interest and pre-hearing ex parte contacts (see Section D(6)below) as reasonably possible. However, the public has a countervailing right of free access to public officials. Therefore:

(1) At the beginning of the public hearing, hearings body members shall disclose the substance of any pre-hearing ex parte contacts (as defined in Section D(5) below) concerning the application or appeal. He or she shall state whether the contact has impaired their impartiality or their ability to vote on the matter and shall participate or abstain accordingly;

(2) A member of the hearings body shall not participate in any proceeding in which they, or any of the following, has a direct or substantial financial interest: their spouse, brother, sister, child, parent, father-in-law, mother-in-law, partner, any business in which they are then serving or have served within the previous two years, or any business with which they are negotiating for or have an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest

shall be disclosed at the hearing where the action is being taken;

(3) Disqualification of a member of the hearings body due to contacts or conflict may be ordered by a majority of the members present and voting. The person who is the subject of the motion may not vote on the motion to disqualify;

(4) If a member of the hearings body abstains or is disqualified, the City shall provide a substitute in a timely manner subject to the impartiality rules in Sections 4.1.400.D(4-5). In this case, a member of the City Council appointed by the Mayor may substitute for a member of the Planning Commission.

(5) If all members of the Planning Commission abstain or are disqualified, the City Council shall be the hearing body. If all members of the City Council abstain or are disqualified, a quorum of those members present who declare their reasons for abstention or disqualification shall be requalified to make a decision;

(6) Any member of the public may raise conflict of interest issues prior to or during the hearing, to which the member of the hearings body shall reply in accordance with this section.

e. Ex parte communications.

(1) Members of the hearings body shall not:

(i) Communicate directly or indirectly with any applicant, appellant, other party to the proceedings, or representative of a party about any issue involved in a hearing without giving notice per Section C above;

(ii) Take official notice of any communication, report, or other materials outside the record prepared by the proponents or opponents in connection with the particular case, unless all participants are given the opportunity to respond to the noticed materials.

(2) No decision or action of the hearings body shall be invalid due to ex parte contacts or bias resulting from ex parte contacts, if the person receiving contact:

(i) Places in the record the substance of any written or oral ex parte communications concerning the decision or action; and

(ii) Makes a public announcement of the content of the communication and of all participants' right to dispute the substance of the communication made. This announcement shall be made at the first hearing following the communication during which action shall be considered or taken on the subject of the communication.

(3) A communication between City staff and the hearings body is not considered an ex parte contact.

f. Presenting and receiving evidence.

(1) The hearings body may set reasonable time limits for oral presentations and may limit or exclude cumulative, repetitious, irrelevant or personally derogatory testimony or evidence;

(2) No oral testimony shall be accepted after the close of the public hearing.

Written testimony may be received after the close of the public hearing, only as provided in Section D;

(3) Members of the hearings body may visit the property and the surrounding area, and may use information obtained during the site visit to support their decision, if the information relied upon is disclosed at the beginning of the hearing and an opportunity is provided to dispute the evidence.

5. The Decision Process.

a. Basis for decision. Approval or denial of an appeal of a Type II Administrative decision or of a Type III application shall be based on standards and criteria in the development code. The standards and criteria shall relate approval or denial of a discretionary development permit application to the development regulations and, when appropriate, to the comprehensive plan for the area in which the development would occur and to the development regulations and comprehensive plan for the City as a whole;

b. Findings and conclusions. Approval or denial shall be based upon the criteria and standards considered relevant to the decision. The written decision shall explain the relevant criteria and standards, state the facts relied upon in rendering the decision, and justify the decision according to the criteria, standards, and facts;

c. Form of decision. The Planning Commission shall issue a final written order containing the findings and conclusions stated in subsection 2, which either approves, denies, or approves with specific conditions. The Planning Commission may also issue appropriate intermediate rulings when more than one permit or decision is required;

d. Decision-making time limits. A final order for any Type II Administrative Appeal or Type III action shall be filed with the City Planning Official or designee within ten business days after the close of the deliberation;

e. Notice of Decision. Written notice of a Type II Administrative Appeal decision or a Type III decision shall be mailed to the applicant and to all participants of record within ten business days after the hearings body decision. Failure of any person to receive mailed notice shall not invalidate the decision, provided that a good faith attempt was made to mail the notice.

f. Final Decision and Effective Date. The decision of the hearings body on any Type II appeal or any Type III application is final for purposes of appeal on the date it is mailed by the City. The decision is effective on the day after the appeal period expires. If an appeal is filed, the decision becomes effective on the day after the appeal is decided by the City Council. The notification and hearings procedures for Type III applications on appeal to the City Council shall be the same as for the initial hearing. An appeal of a land use decision to the State Land Use Board of Appeals must be filed within 21 days of the City Council's written decision or, in the case of Type I decision, within 21 days of the administrative decision date.

FINDING: Public hearing shall be conducted in accordance with the above requirements.
Criteria met.

V. ATTACHMENTS

Attachment A – Applicant’s materials

Attachment B – Notice materials



Planning Department
TYPE III
Land Use – Quasi-Judicial

Date Received _____

(For official use only)

Application Number _____

Date Paid & Receipt # _____

Application Type (CHECK ALL THAT APPLY)

- Appeal to City Council
Appeal to Planning Commission
Conditional Use Permit
Final Subdivision 1-5 lots
Final Subdivision 6+ lots
Home Occupation
Master Planning – Major Modification
Partition
Replat
Tentative Subdivision (all)
Variance
Zone Change
Zone Map Change

IMPORTANT: Any application determined to need Planning Commission, must be submitted 45 days prior to the next Planning Commission meeting to meet notice requirements.

PRINT CLEARLY AND COMPLETE ALL SPACES

Applicant Information

Name Coburg Community Charter School Daytime Phone 541-344-4113
Mailing Address 91274 North Coburg Road Email director@coburgcharter.org
Contact Person Dave Wallace Contact Daytime Phone _____

Site Information

Street Address 91274 North Coburg Road COBURG, OR 97408
Map & Tax Lot # 1603290004000 Total Area (sq. ft./ acres) 9.12

If more than one lot:

Map and Tax Lot # _____ Total Area _____

Present Use(s) of Property School

Proposed Use(s) of Property same

Property Owner Information

Name Coburg Community Charter School Daytime Phone 541-344-411
Mailing Address 91274 North Coburg Road, Coburg, OR Email director@coburgcharter.org
Contact Person Dave Wallace, Executive Director Contact Daytime Phone 541-344-4113

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

ATTACH THE FOLLOWING DOCUMENTAION WITH YOUR APPLICATION: OFFICIAL COMPLETENESS CHECK

- Written legal description of the property(ies) _____
- Copy of Assessor’s Map, highlight property(ies) (8.5” x11” or 11” x 17” SIZE) _____
- Written statement addressing all applicable Code Criteria* _____
- Site Plan and/or Engineered Drawings (see sign site plan checklist) _____
- Preliminary Title Report and supporting documentation _____
- 15 copies of application materials _____
- Copy of Coburg Business License _____
- Is the property in the flood plain? YES NO

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

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

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

Date: July 25, 2024

Applicant Signature

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

Date: July 25, 2024

Property Owner Signature #1

David Wallace

Print Name

Date: _____

Property Owner Signature #2 (if applicable)

Print Name



91274 North Coburg Road, Coburg, OR 97408
 Phone: 541-344-4113 www.coburgcharter.org
 Executive Director: Dave Wallace - director@coburgcharter.org

Conditional Sign Use Application – Narrative

July 25, 2024

Thank you for taking the time to consider our application.

To summarize, the current sign for our local school is starting to crumble. The community has rallied together to raise the funds to replace/fix the sign to basically replicate what is already there. However, the current post footing is deteriorating and the sign materials are getting close to their end-of-life cycle, so we are looking to do a full replacement instead of just fixing parts, with the intent to basically match what is already there and to do so in a way that provides the best looking and sustainable sign for our community. Particularly noteworthy in this case is that the proposed sign is actually a bit smaller in height and width than the existing sign.

The land upon which we are located is still zoned residential, although the school has been housed on this land for longer than I know; the current buildings were built in the early 1950's I believe. This means that our sign restrictions are based on residential sign ordinances. Once again, my understanding is that if we were to just repair the sign this would be a typical permit request. However, since we are completing a more thorough and presentable project, there are some different steps we must take.

As such, we have been advised that the most appropriate route for this proposal to go through the Conditional Sign Permit application process. In this process we are looking to address the criteria found in Ordinance A-155-A, Section 35 (C). We feel our request does match criteria (1) since it does not extend beyond the current existing sign measurements and would be allowed if we were to merely repair – the intent of the applicable sign ordinance in residential areas is to restrict the size and type of signage, so reducing the size of the existing sign and keeping to the same other requirements in the ordinance suggest conformity with the Coburg Comprehensive Plan and Zoning ordinance. We feel our request does match criteria (2) in that it complies with the special conditions established by the Planning Commission to carry out the purposes of the relevant sections of Ordinance A-155-A such that:

1. *The bulk of the changes are changes in procedure to allow the processing of sign permit applications to more closely correspond to the procedures applicable to other land use applications; and*
 - a. While we could have simply done repairs and been in compliance with code.
2. *The substantive changes concern vision clearance and the regulation of free standing signs, which regulations are consistent with the goals and purposes of the Comprehensive Plan and are necessary to the continued public health and safety of Coburg; and*
 - a. This request is asking for a replacement sign of slightly lesser size than the existing sign, thereby resulting in neutral or increased vision/clearance.
3. *Coburg's Comprehensive Plan recognizes the unique character of the City is an important resource. In accordance with the City's Goal five compliance, the careful regulation of signs is an important means to maintain Coburg's character without interference with economic development or free expression.*
 - a. Coburg Community Charter School is a critical component of Coburg's unique character; a new school sign enhances our community's character and clearly does not interfere with economic development or free expression.

I thank you for your time and consideration,



Dave Wallace



89975 Prairie Rd.
Eugene, OR 97402
541.485.5546 | esasigns.com

SHOP DRAWING #:
36190A5

CLIENT:
Coburg Community
Charter School
Coburg, OR 97408

DATE OF SHOP DRAWING:
5/8/24

PROD. DETAILS: LP

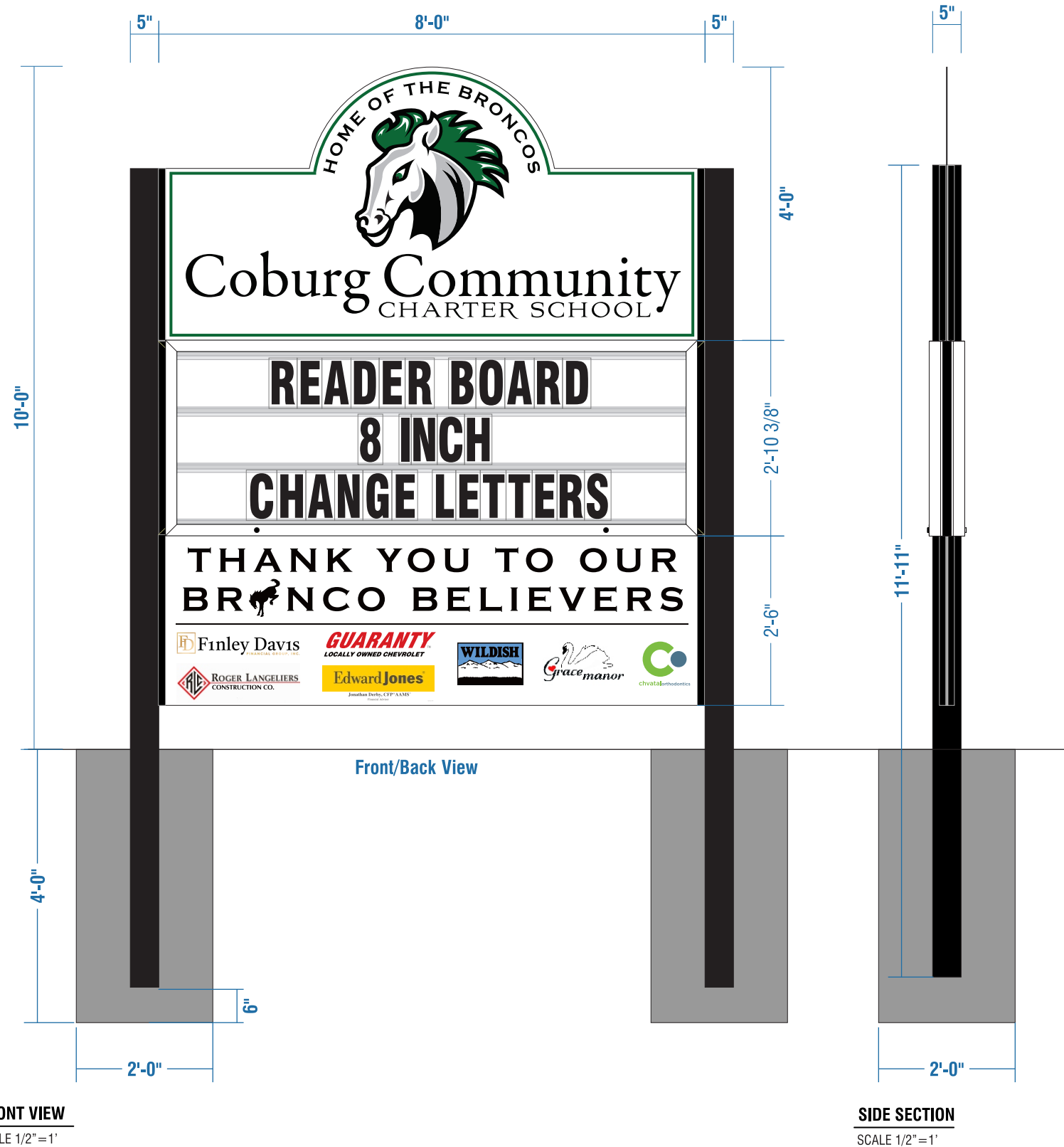
LEAD DESIGN: BL

SALES: JS

REVISIONS:

COLOR CODE

- VI PRINT T/M CUSTOMERS ART
- PI MP BLACK PAINT
- P2 MP WHITE PAINT
- AI WHITE ACM
- LI CLEAR LEXAN



SPECIFICATIONS

TOP AND BOTTOM SECTION OF SIGN

- 3MM WHITE ACM FACES AI
- OVERLAY BOTH SIDES OF ACM PANEL WITH DIGITALLY PRINTED VINYL & UV-OVERLAM. VI
- ATTACH ACM FACES WITH 1 1/4" ANGLE TO POSTS. PAINTED ANGLES BLACK PI

POSTS

- 5"X5" SQUARE TUBE ALUMINUM POSTS PAINTED BLACK. PI
- CAP TOP OF POSTS
- ATTACHED TOGETHER WITH 1 1/2 X 3" REC TUBE FRAME PAINTED BLACK. PI

MESSAGE BOARD

- 3-LINE READER BOARD WITH ZIP TRACK FOR 8" ON 9" CHANGE LETTERS
- INCLUDE NEW LETTER FONT SET. BLACK LETTERS, CONDENSED FONT. WITH STORAGE BOX
- F-RETAINER CABINET, PAINTED WHITE WITH VANDAL-PROOF CLEAR COVER P2 LI
- HINGE, PROP STICKS & LOCKS ON READER BOARD ARE REQUIRED.

INSTALL

- REMOVE OLD SIGN TO GRADE ONLY.
- SIGN TO BE INSTALLED IN FRONT OF EXISTING FOOTINGS.
- SIGN WITH POSTS SET IN CONCRETE FOOTINGS.

LETTER SET: 8 ON 9, BLACK LETTERS, CONDENSED FONT. WITH STORAGE BOX

<https://www.geminisignletters.com/sign-letters/changeable-copy/letter-sets.php>

CONDENSED
ABCDEFGHIJKLMN OPQRSTUVWXYZ
1234567890 €\$

Sold separate

...-&?!""'¼½+ #()%/@

Letters and Numbers

| Each | 100 | 200 | 250 | 300 | 400 | 800 |
|------------------------------|-----|-----|-----|-----|-----|-----|
| E | 7 | 14 | 17 | 21 | 28 | 56 |
| A, I | 6 | 12 | 14 | 18 | 24 | 48 |
| O, U | 5 | 10 | 12 | 15 | 20 | 40 |
| L, N, R, S, T, P | 4 | 8 | 10 | 12 | 16 | 32 |
| B, C, D, F, G, H, M | 3 | 6 | 7 | 9 | 12 | 24 |
| J, K, V, W, Y, Z | 2 | 4 | 5 | 6 | 8 | 16 |
| Q, X, S, € | 1 | 2 | 3 | 3 | 4 | 8 |
| 0, 1, 2, 3, 4, 5, 6, 7, 8, 9 | 1 | 2 | 3 | 3 | 4 | 8 |

Punctuation Sets

| | 10 | 20 | 30 |
|-----------------|----|----|----|
| Ampersand & | 2 | 2 | 2 |
| Period . | 2 | 2 | 2 |
| Comma , | 2 | 2 | 2 |
| Exclamation ! | 2 | 2 | 2 |
| Dash - | 2 | 2 | 2 |
| Question Mark ? | 0 | 2 | 2 |
| Colon : | 0 | 2 | 2 |
| Semi Colon ; | 0 | 2 | 2 |
| Left Quote " | 0 | 2 | 2 |
| Right Quote " | 0 | 2 | 2 |
| Apostrophe ' | 0 | 0 | 2 |
| Slash / | 0 | 0 | 2 |
| Dollar Sign \$ | 0 | 0 | 2 |
| Cent Sign ¢ | 0 | 0 | 2 |
| Percent % | 0 | 0 | 2 |
| One Half 1/2 | 0 | 0 | 0 |

POST AND FRAME DETAILS

Item 2.



89975 Prairie Rd.
Eugene, OR 97402
541.485.5546 | esasigns.com

SHOP DRAWING #:
36190A5

CLIENT:
Coburg Community
Charter School
Coburg, OR 97408

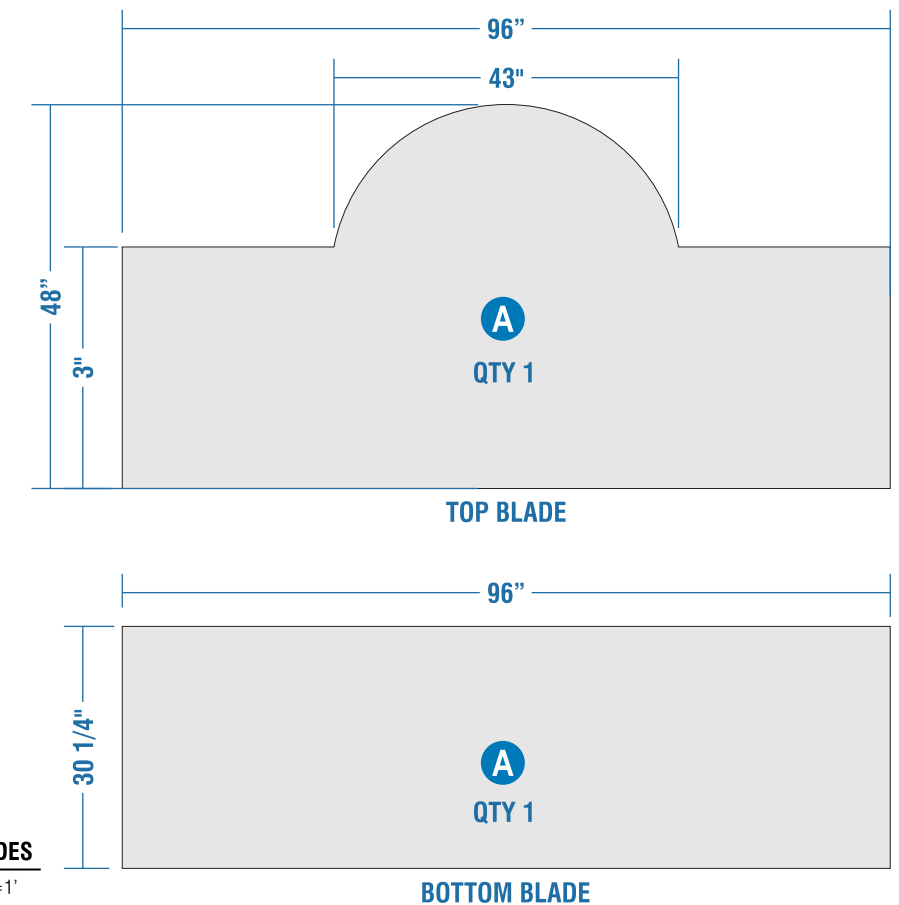
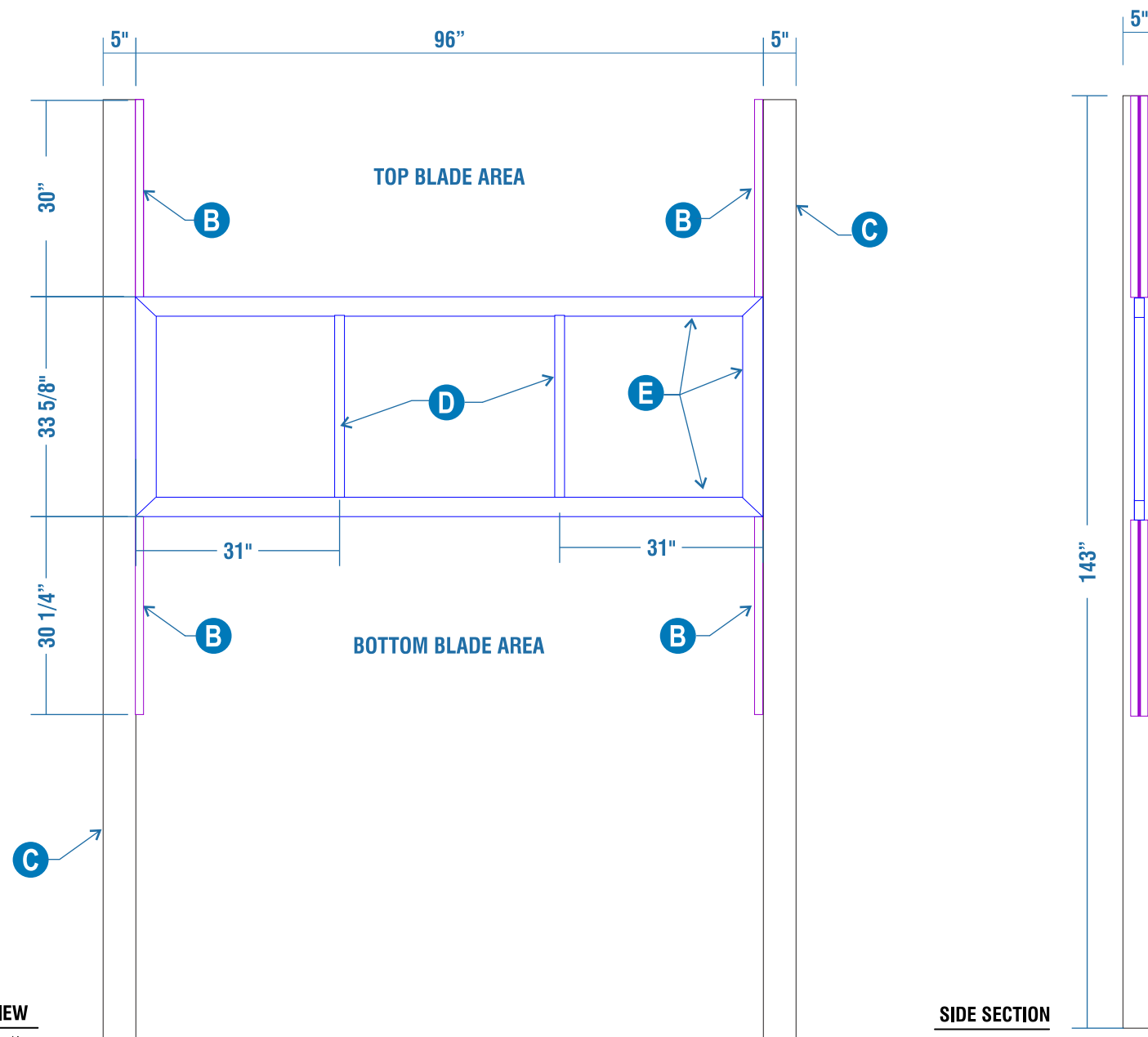
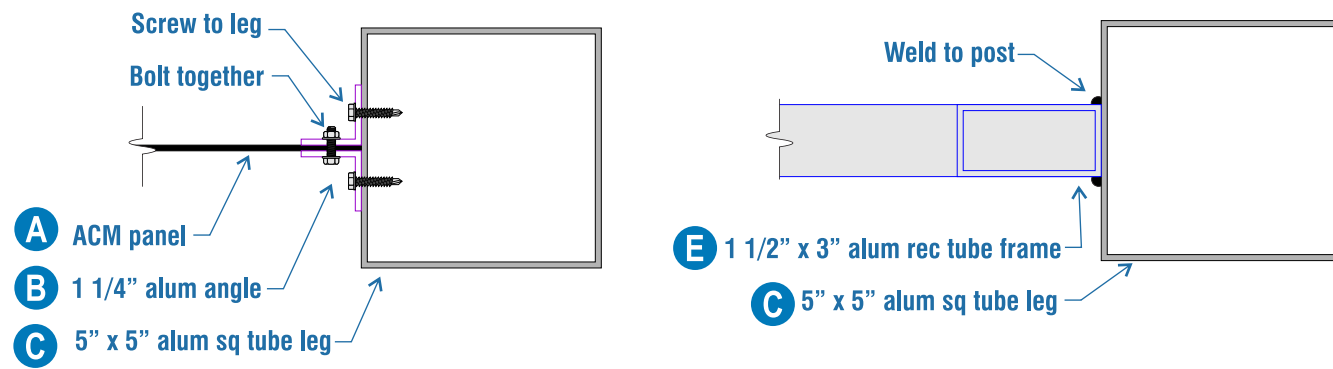
DATE OF SHOP DRAWING:
5/8/24

PROD. DETAILS: LP

LEAD DESIGN: BL

SALES: JS

REVISIONS:



| BLADE SIGNS | | |
|--------------|--|-------|
| A | ALUWELL WHITE 3MM (SU7640) | |
| B | ALUM ARCH ANGLE 1 1/4 X 1 1/4 X .125 (AL4728) | |
| LEG/FRAME | | |
| C | ALUM SQ TUBE 5 X 5 X .125(AL4592) | |
| D | ALUM SQ TUBE 1.5 X 1.5 X .125 (AL4542) | |
| E | ALUM SQ TUBE 1.5 X 3 X .125 (NOT STOCK) | |
| READER BOARD | | |
| F | ALUM SQ TUBE 1 X 1 X .125 (AL4538) | |
| G | ALUM ARCH ANGLE 1 X 1 X .125 (AL4726) MAKE CLIPS | |
| H | SUN F-RETAINER 2 (EX5039) | |
| I | ALUWELL WHITE 3MM (SU7640) | |
| J | PL ZIP TRACK TOP (PL2645) | |
| | PL ZIP TRACK MUTUAL (PL2649) | |
| | PL ZIP TRACK BOTTOM (PL2653) | |
| K | POLYCARBONATE CLEAR .177 (PL2589) | |
| L | 3" OPEN HINGE WITH 3/8 KNUCKLE (IN SHOP) | |
| M | LOCKS MCMASTER # I3105A76 KEYPED ALIKE | QTY 4 |
| N | DOOR PROP 3/8" DIA ROD (NOT STOCK) | QTY 2 |
| O | ALUM SHEET .080 (AL4414) LOCK CATCH | |

READER BOARD DETAILS



89975 Prairie Rd.
Eugene, OR 97402
541.485.5546 | esasigns.com

SHOP DRAWING #:
36190A5

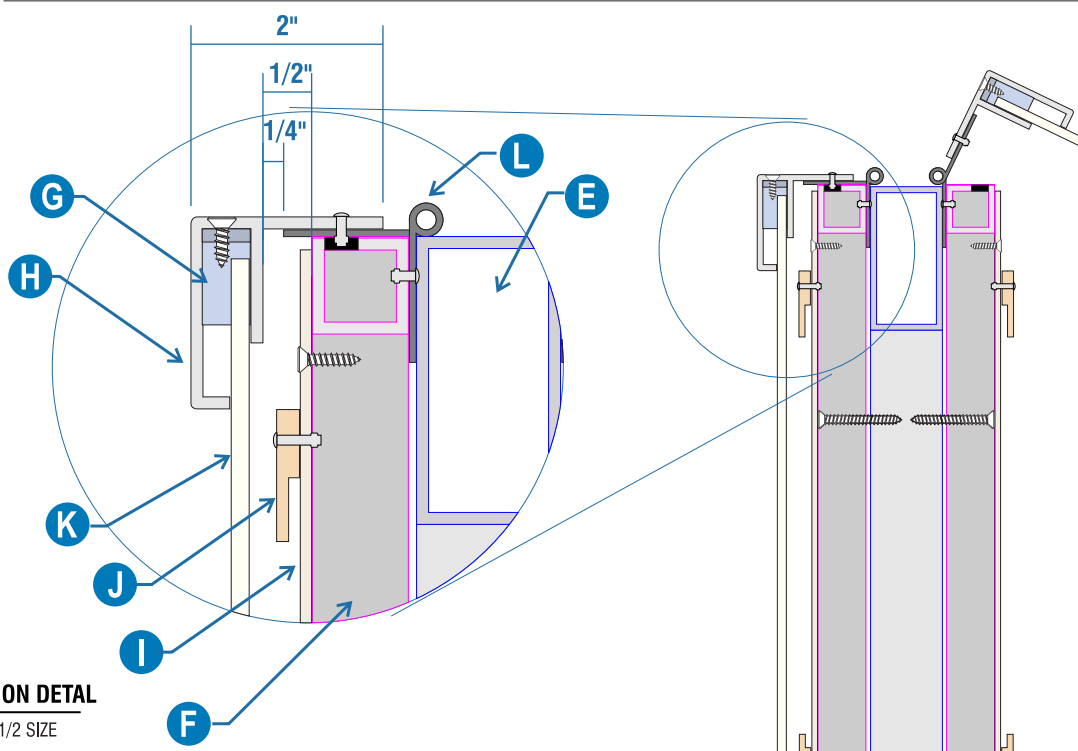
CLIENT:
Coburg Community
Charter School
Coburg, OR 97408

DATE OF SHOP DRAWING:
5/8/24

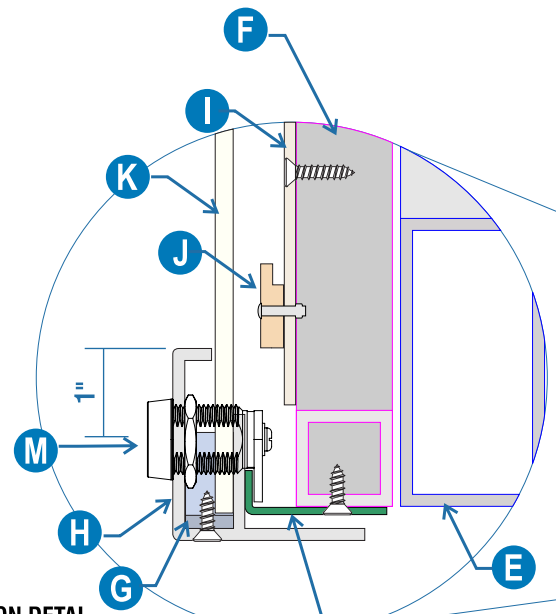
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LEAD DESIGN: BL
SALES: JS

REVISIONS:

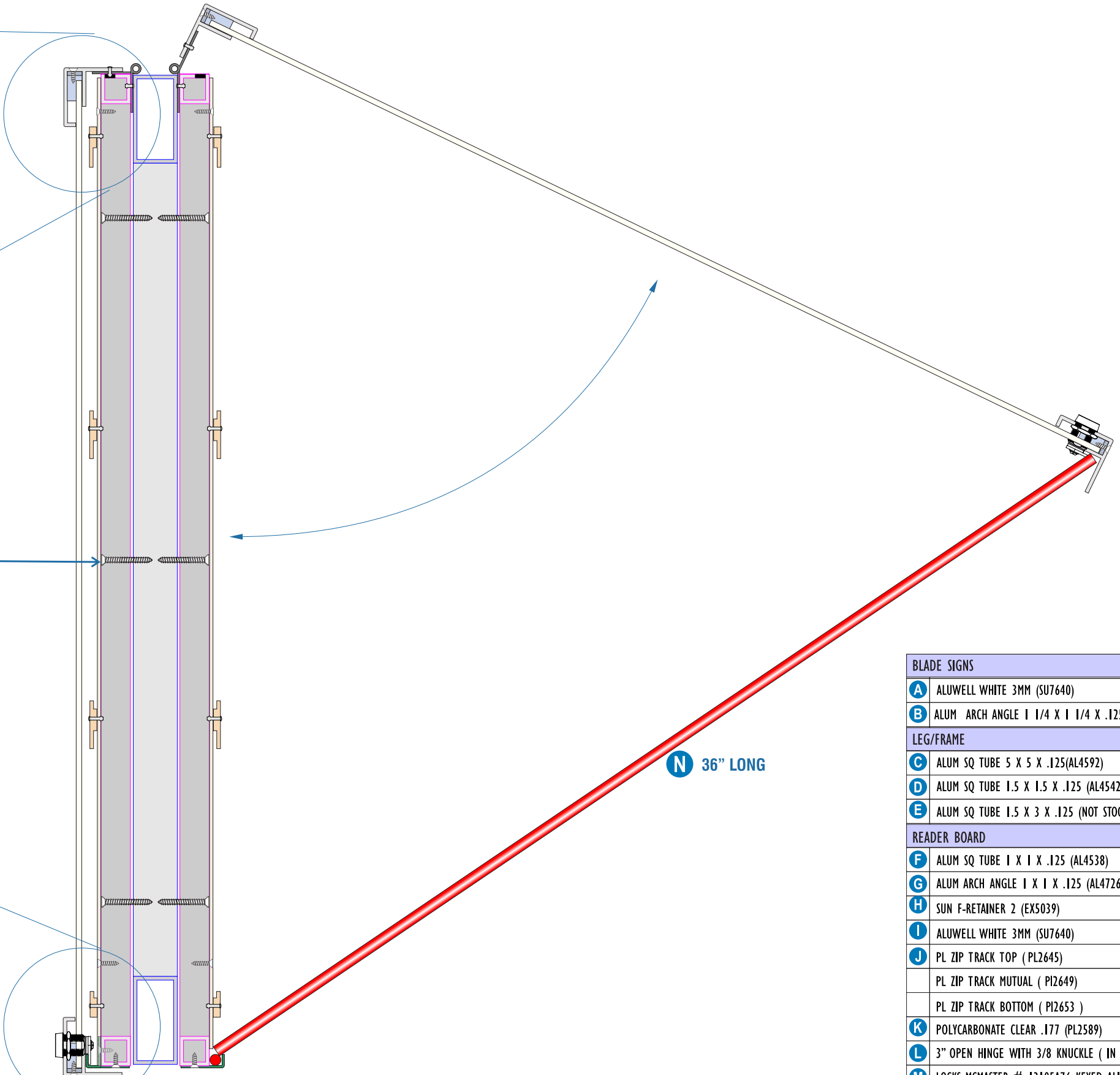
SECTION DETAL
SCALE 1/2 SIZE



1" FRAME SCREWS TO 1 1/2" X 3" FRAME



LOCK CATCH ALSO PROP ROD HOLDER **O**



SECTION VIEW
SCALE 3"=1'

| BLADE SIGNS | | |
|--------------|--|-------|
| A | ALUWELL WHITE 3MM (SU7640) | |
| B | ALUM ARCH ANGLE 1 1/4 X 1 1/4 X .125 (AL4728) | |
| LEG/FRAME | | |
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| | PL ZIP TRACK BOTTOM (PL2653) | |
| K | POLYCARBONATE CLEAR .177 (PL2589) | |
| L | 3" OPEN HINGE WITH 3/8 KNUCKLE (IN SHOP) | |
| M | LOCKS MCMASTER # 13105A76 KEYED ALIKE | QTY 4 |
| N | DOOR PROP 3/8" DIA ROD (NOT STOCK) | QTY 2 |
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SECTION DETAL
SCALE 1/2 SIZE

READER BOARD DETAILS

Item 2.



89975 Prairie Rd.
Eugene, OR 97402
541.485.5546 | esasigns.com

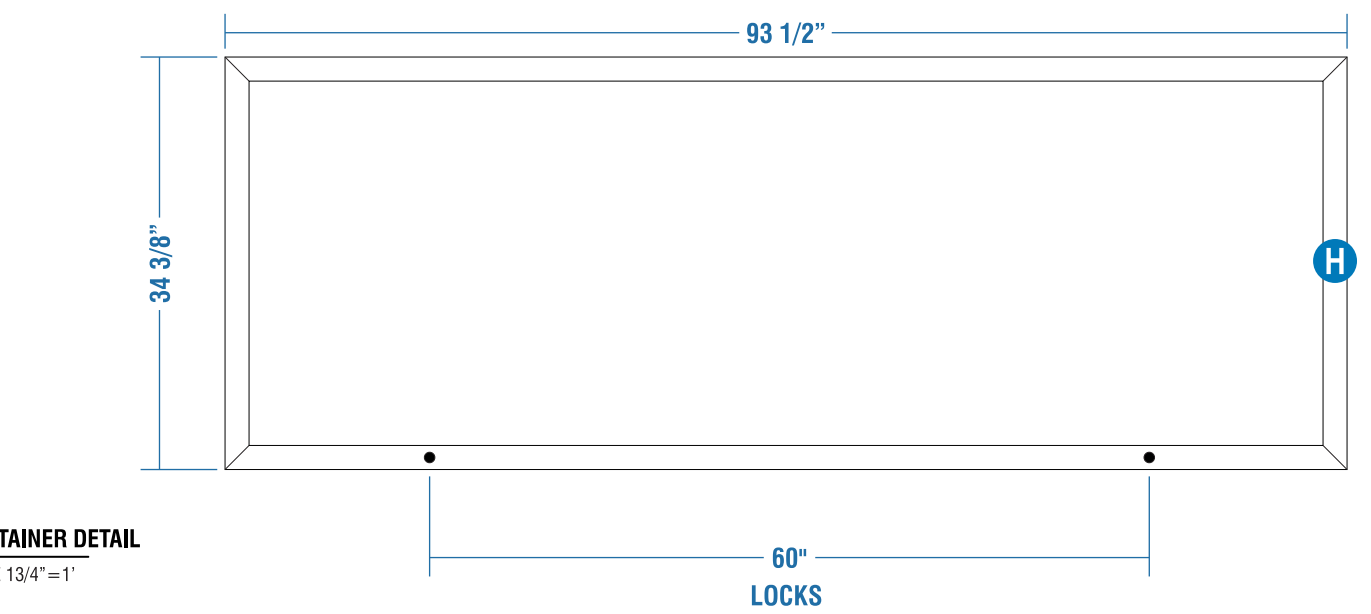
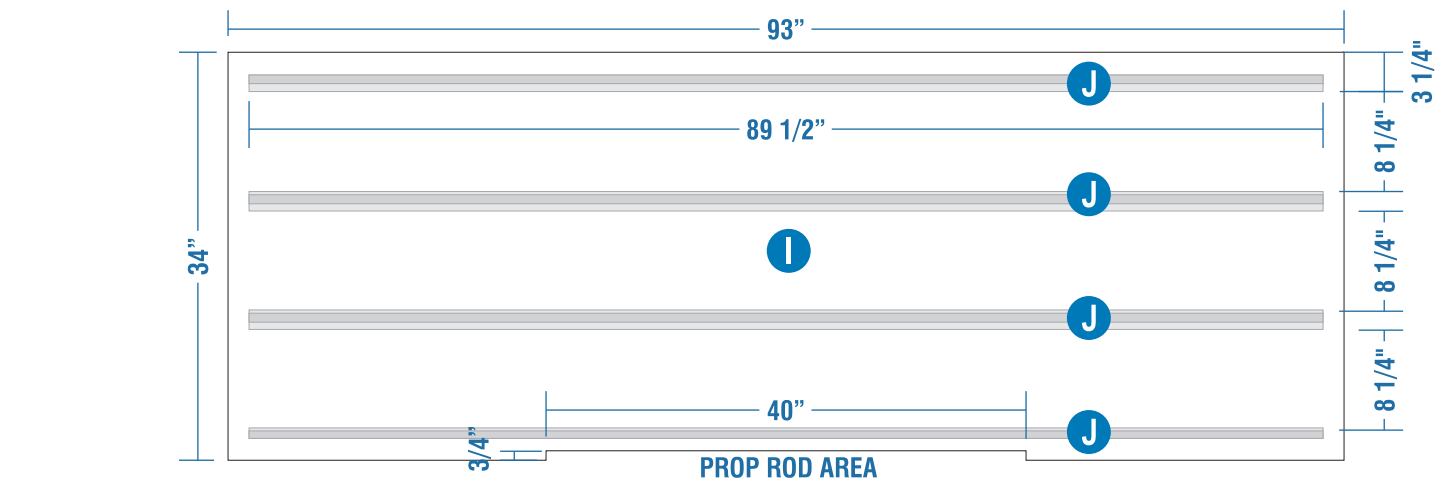
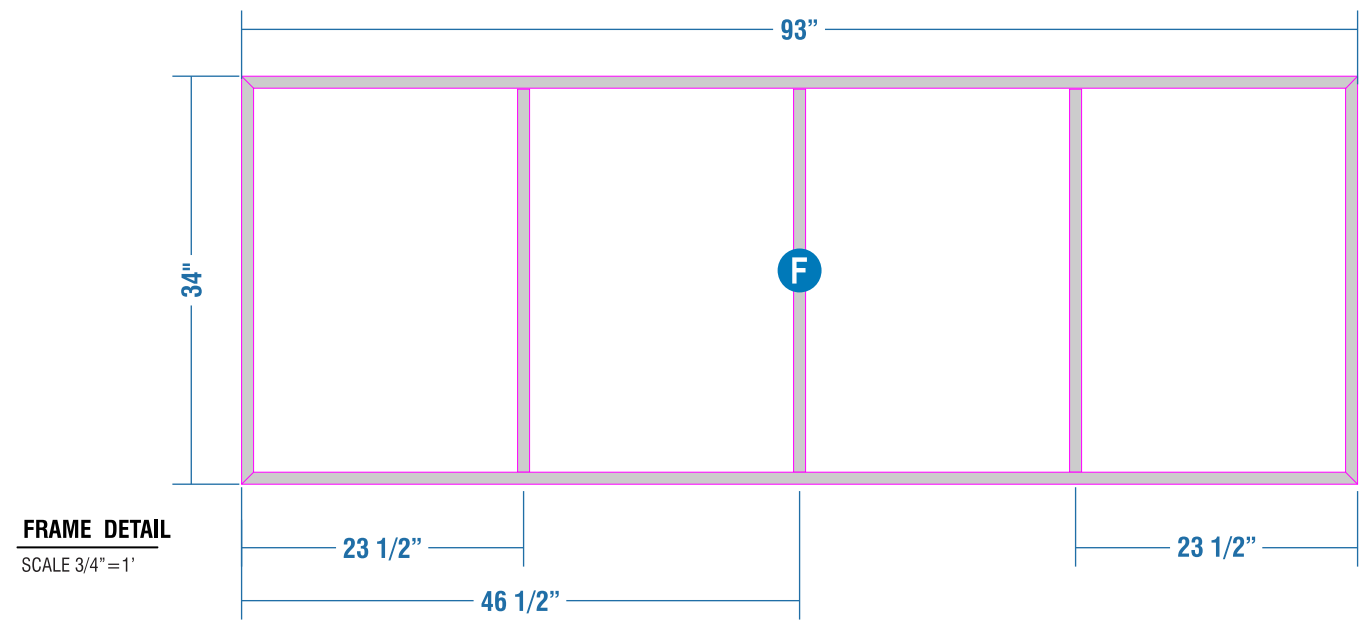
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Charter School
Coburg, OR 97408

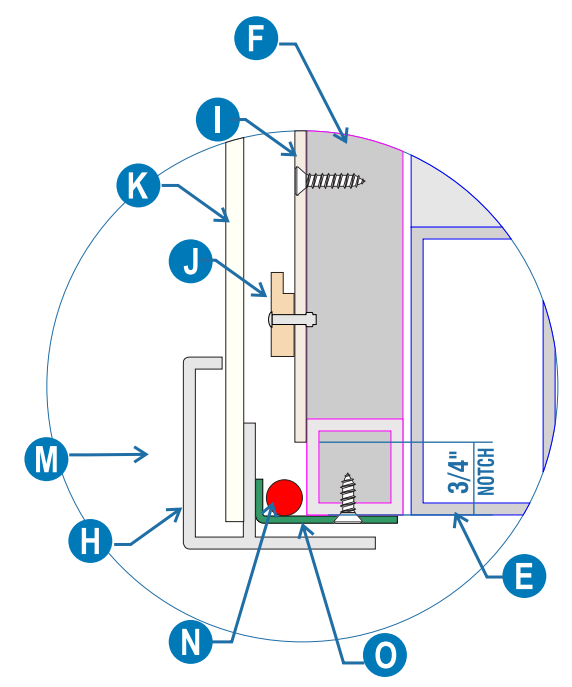
DATE OF SHOP DRAWING:
5/8/24

PROD. DETAILS: LP
LEAD DESIGN: BL
SALES: JS

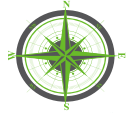
REVISIONS:



| BLADE SIGNS | | |
|--------------|--|-------|
| A | ALUWELL WHITE 3MM (SU7640) | |
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SECTION DETAL
SCALE 1/2 SIZE

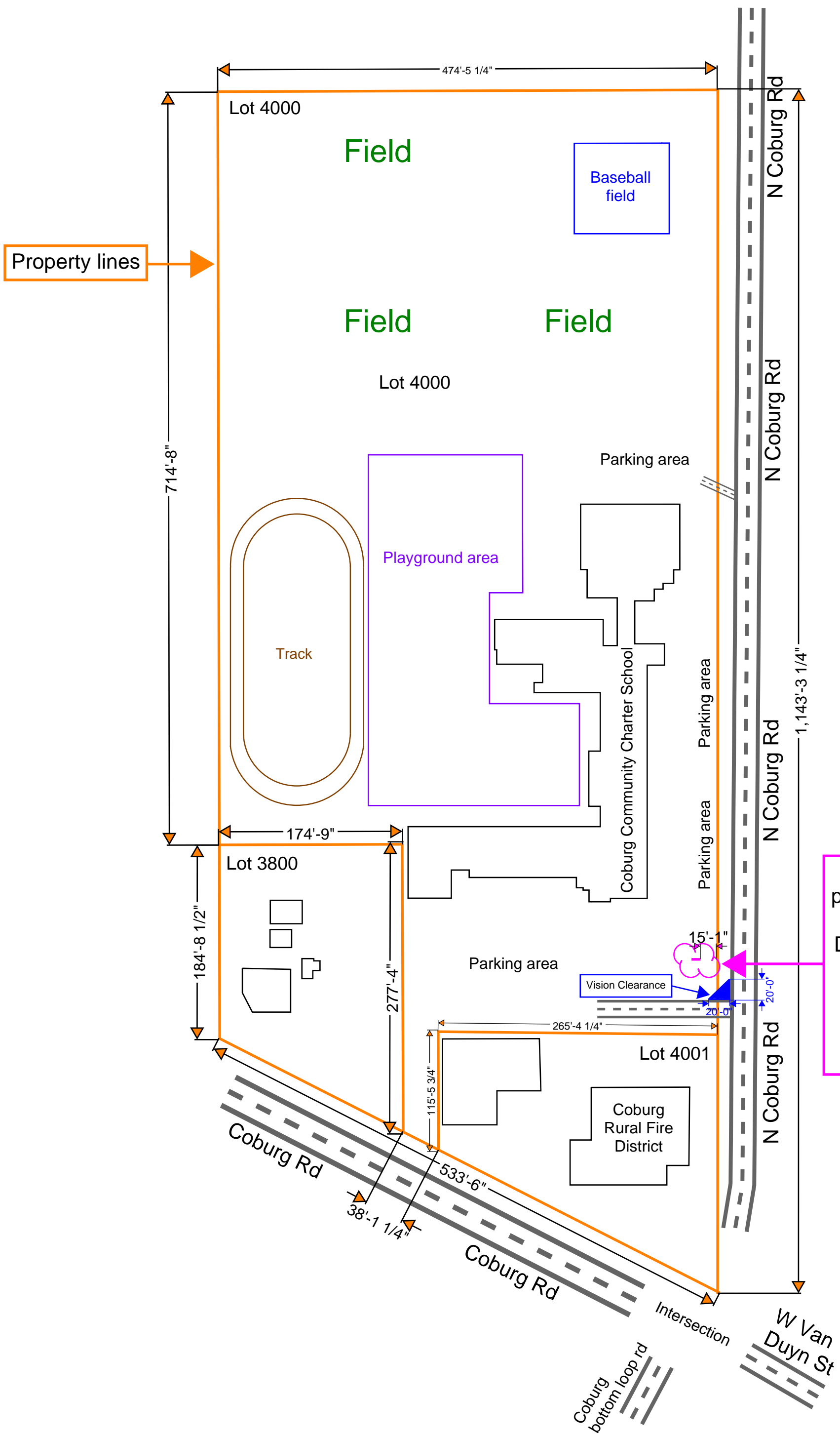


SITE MAP

1" = 90'

91274 N Coburg Rd
Coburg, OR 97408

89975 Prairie Rd.
Eugene, OR 97402
P | 541.485.5546
esasigns.com



Proposed new post & panel sign
Design 36190A5

Assessor's Map

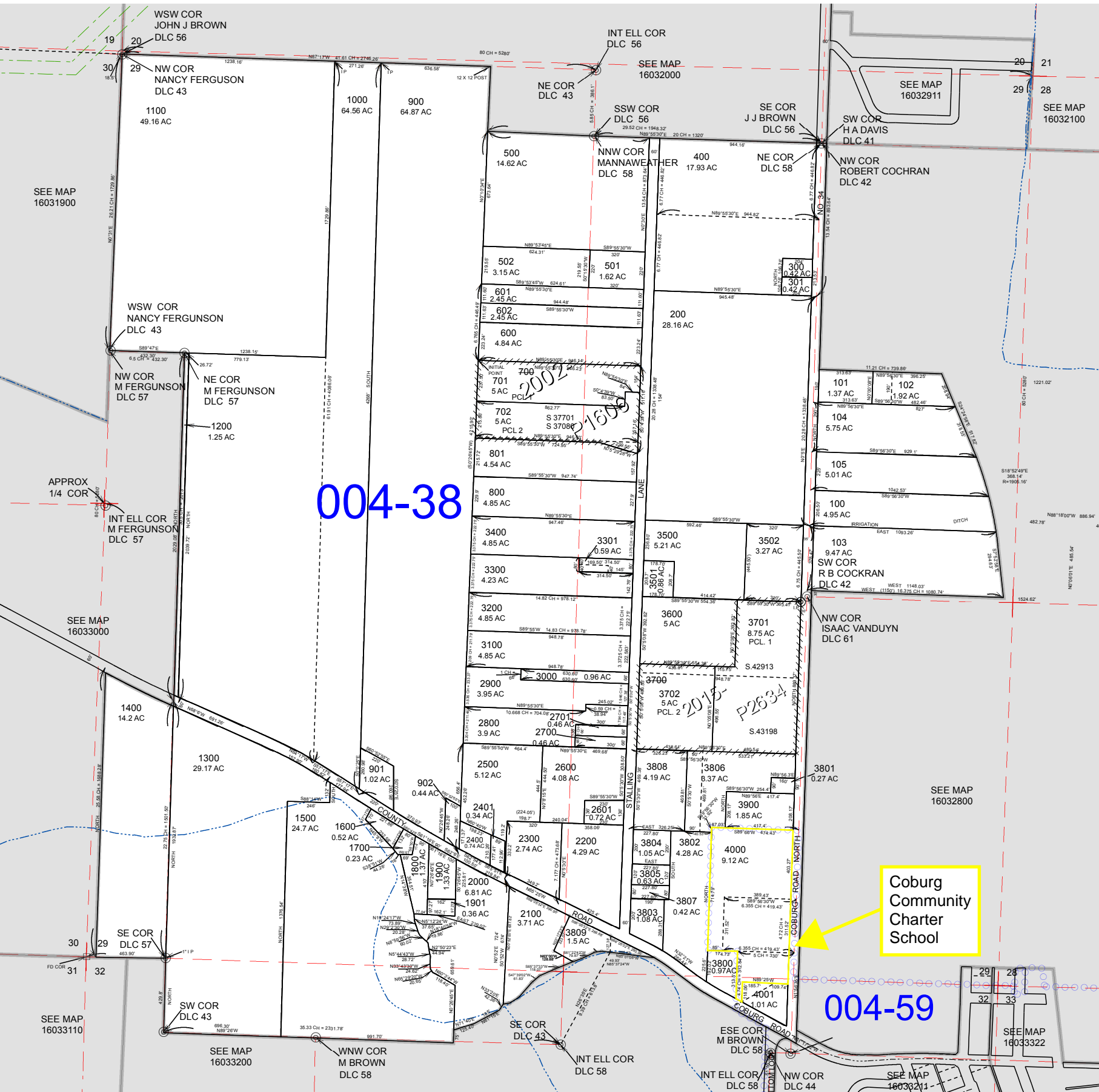
FOR ASSESSMENT AND
TAXATION ONLY

SECTION 29 T.16S. R.3W. W.M.
Lane County

16032900

LCATJCG - 2018-03-26 11:18

CANCELLED
700
3700



REVISIONS
02/06/2008 - LCAT 130 - CONVERT MAP TO GIS
09/07/2011 - LCAT 113 - CORR DISTANCE TL 1600
05/14/2012 - LCAT 174 - CORRECTION TO TAX CODE
04/08/2014 - LCAT 115 - LLA BETWEEN T1S 3600 & 3700
04/07/2015 - LCAT 174 - CANG TL 3700 INTO 2015-P2534
05/18/2015 - LCAT 115 - LLA BETWEEN T1S 2100 & 3600
03/26/2018 - LCAT 174 - LLA BETWEEN TL 101 & TL 102

16032900

THE COBURG COMMUNITY CHARTER SCHOOL LEASE AGREEMENT

The parties to this Lease Agreement are EUGENE SCHOOL DISTRICT NO. 4J, **Landlord**, and COBURG COMMUNITY CHARTER SCHOOL, **Tenant**. The effective date of this agreement is July 1, 2022.

IN CONSIDERATION OF THE MUTUAL AGREEMENTS contained herein, the parties agree as follows:

1. **Term of Lease.**
 - 1.1 **Initial Term.** This lease shall commence July 1, 2022 or on the first date of occupancy (whichever is later), and expire June 30, 2027, subject to the provisions of Section 18 herein.
 - 1.2 **Renewal Option.** If the lease is not then in default and the site is not needed for District 4J purposes, the Tenant shall have the option to renew this lease for another three (3) year term. The option to renew may be exercised by the Tenant by written notice to the Landlord furnished not less than 90 days prior to the last day of the expiring term.
 - 1.3 **Renewal Terms.** The terms and conditions for the renewal term shall be negotiable and agreed upon in writing.
2. **Lease Premises.** The entire Coburg School property consisting of Lane County Tax Lot 04000 of Map 16-03-29-00 and all improvements thereon. The site address is 91274 North Coburg Road, Coburg, Oregon, 97408.
3. **Rental Fee.**
 - 3.1 **Basic Rent.** The base annual rent is \$63,600 for 2022–23, \$68,100 for 2023–24, \$72,600 for 2024–25, \$77,100 for 2025–26, and \$81,600 for 2026–27. Rent for each month shall be payable on or before the 10th day of each month.
 - 3.2 **Late Fee.** Landlord and Tenant recognize that time is of the essence of this Agreement and that Landlord will suffer financial loss if Tenant fails to make rental payments within the time specified in paragraph 3.1 of this agreement. The parties also recognize the delays, expenses and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Landlord if Tenant fails to submit payment on time. Accordingly, instead of requiring any such proof, the parties agree that as liquidated damages for delay (but not as a penalty), Tenant shall pay Landlord \$25.00 for each day that expires after the date rent was due until full payment is made. The parties agree that the amount included in this paragraph is reasonable in light of the anticipated or actual harm caused by non-payment.
 - 3.3 **Where Paid.** Payment of rent and any other sums due Landlord from Tenant hereunder shall be mailed to: Eugene School District 4J, Attention: Nick Noyes, 715 West 4th Avenue, Eugene, OR 97402.
4. **Security Deposit.**
 - 4.1 **Amount.** To secure prompt and faithful payment of the rent and faithful performance by Tenant of all other covenants and conditions herein contained on Tenant's part to be performed, Tenant has deposited with Landlord the amount of \$6,000.00.
 - 4.2 **Application.** If Tenant defaults in any payment of rent (including late fee, if any) or fails to perform any of Tenant's other covenants and conditions, Landlord shall have the right to apply the Deposit, or any portion thereof, toward curing such default or failure. In the event of any such application, Tenant shall upon written demand of Landlord, deposit with Landlord a sufficient amount of cash to restore the Deposit to its original amount. Tenant's failure to make payment within ten (10) days after receipt of such demand from Landlord shall carry with it the same consequences as failure to pay an installment of rent due under this Lease.
 - 4.3 **Return.** If this Lease is terminated for any reason other than default by Landlord, or damage or destruction to the leased premises not caused by Tenant, or condemnation (in any of which events, the Deposit, less any portion thereof which may have been used by Landlord to cure any default or applied to any damages suffered by Landlord, shall be refunded to Tenant), Landlord shall have the right to retain the Deposit until the date of expiration of this Lease by lapse of time (whether or not the Lease has been earlier terminated) so that the full damages of Landlord may be ascertained. If this Lease terminates by lapse of time, Landlord shall return the Deposit to Tenant within 30 days of such expiration, less any

portion thereof used by Landlord to cure any default or applied to any damages suffered by Landlord, provided Tenant has paid all of the rental herein called for and fully performed all other covenants and conditions on its part to be performed.

- 4.4 Miscellaneous.** Neither the Deposit nor the application thereof by Landlord shall be a bar or defense to any action in unlawful detainer or to any action which Landlord may at any time commence for a breach of any of the covenants or conditions of this Lease. Landlord's obligations with respect to the Deposit are those of a debtor and not a trustee. Landlord may maintain the Deposit separate and apart from Landlord's funds or may co-mingle the Deposit with Landlord's funds. Landlord shall not be required to pay Tenant interest on the Deposit.
- 5. Use of the Premises.**
- 5.1 Permitted Use.** Tenant shall use and occupy the premises for the purpose of teaching and working with Coburg Community Charter School students and parents. Premises shall be used as classrooms, offices, or storage.
- 5.2 Restrictions on Use.** In connection with the use of the premises, Tenant shall:
- A. Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's sole cost and expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, including but not limited to land use issues.
 - B. Refrain from any use that would be at Landlord's determination offensive to owners or users of neighboring premises, or that would tend to create a nuisance or damage the reputation of the premises.
 - C. Make the premises available for community use, consistent with School District 4J Community Use of School Facilities Guidelines, except that Tenant may establish its own rental rate structure and retain all rental proceeds collected from such use.
- 6. Tax Exempt Status.** Tenant agrees to pay the real property taxes levied, if any, on the space leased. Payment for any property taxes levied on the leased space will be paid to the Landlord monthly in addition to the basic lease rate. The basic lease rate reflects the savings resulting from exemption from taxation. Tenant must apply for an exemption on the portion they lease in a timely manner.
- 7. Repairs and Maintenance.**
- 7.1 Repairs and Maintenance by Landlord.** Landlord shall be responsible for the following:
- A. Roofing replacement. Landlord will replace roofing on a cycle as determined by Landlord. Such cycle is currently estimated at an interval of approximately twenty (20) years. Various roof sections of the facility are of different vintages and, therefore, roofing replacement cycles for the various sections are staggered accordingly. Other than roofing replacement work if under warranty by the installing contractor, Landlord shall not be responsible for damage to the facility or contents due to water intrusion from failure of any exterior roofing system component (See Section 7.2 below).
 - B. Exterior painting. Landlord will prepare and repaint the exterior of the building on a cycle as determined by the Landlord. Landlord shall not be responsible for damage to the facility or contents due to water intrusion from failure of any exterior building envelope components (See Section 7.2 below).
 - C. Chemical treatment of heating system water. Landlord shall be responsible to maintain a chemical treatment program of the heating system water to protect the heating piping system from general deterioration as a result of internal corrosion. Landlord shall not be responsible for incidental leakage from heating system components, or from any circumstance requiring replacement of heating system components (See Section 7.2 below).
 - D. Landlord's interference with Tenant. Any work performed on or around the leased premises by Landlord shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by Tenant. Tenant shall have no right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirements of this provision.

- 7.2 Maintenance and Improvements by Tenant.** Except as provided for in section 7.1 above, Tenant shall be responsible for the following:
- A. Full responsibility for all repairs and maintenance of the grounds and buildings, including those of a structural nature. All repairs, maintenance or improvements must be done in a workmanlike manner, utilizing materials and methods consistent with District standards for comparable facilities. Except as noted under Section 14, Tenant agrees and acknowledges that Tenant takes the premises as is.
 - B. Tenant is responsible for their own Integrated Pest Management (IPM), in accordance with the Landlord's IPM Plan. All Landlord District Properties, including the Coburg site are subject to no pesticide use, except as outlined in the IPM plan.
 - C. Tenant shall have no authority nor right to order or contract for any product, service, labor or material to be paid for by the Landlord and shall make no improvements on the premises unless authorized by the Landlord in writing prior to construction. Tenant shall be responsible for obtaining any permits required and shall provide copies of same to the Landlord.
 - D. Providing any repairs necessitated by the vandalism or negligence of Tenant, its agents, employees and invitees.
 - E. Providing any repairs or alterations required under Tenant's obligations to comply with laws and regulations and also compliance with the Landlord's safety standards.
- 7.3 Fire Extinguishers.** The Tenant is responsible for maintaining fire extinguishers in all required locations and providing for the required annual inspection/certification and ongoing servicing and/or periodic replacement.
- 7.4 Fire Alarm and Security Monitoring Systems.** The Tenant is responsible for maintaining, repairing, servicing, and providing for the annual inspections of the fire detection and alarm system.
- A. The fire detection system is required to be "monitored" for alarm reporting purposes via dedicated telephone and redundant (back-up) telephone lines, and by an Underwriters Laboratory (UL) listed monitoring agency to receive the alarm notifications and to effect the appropriate response actions. The fire detection system alarms are reported via the security system panel. The Tenant shall keep the required phone lines and security system in operation in order to provide continuous and uninterrupted reporting capability for the fire detection and alarm system and shall maintain a contract in place for a UL listed monitoring agency at all times.
- 7.5 Asbestos Management Plan.** Landlord has and shall maintain an Asbestos Management Plan. The plan notebook must be kept on site in the main office by the Tenant. Section V of this plan describes the locations of any asbestos containing materials in the building. Due to legal requirements, Landlord will perform routine visual inspections as required by Asbestos Hazard Emergency Response Act (AHERA). Tenant shall not disturb any building materials until the Management Plan has been consulted and permission granted by Landlord's Local Education Agency's (LEA) designated person.
- 7.6 Lead Water Testing.** Landlord will pay for and perform lead water quality testing in accordance with Landlord's Healthy and Safe Schools (HASS) plan. This is anticipated to occur between July 1, 2024 and June 30, 2025. That testing is considered initial testing. If there are results higher than the legal standards in place at the time of testing, Tenant is responsible for any and all remediation required to obtain the legal standards. Any follow up retesting will be performed by Landlord, but invoiced and payed for by Tenant.
- 7.7 Radon Testing.** Landlord will pay for and perform radon gas testing in accordance with Landlord's Radon Plan as a requirement from the HASS plan. If there are results higher than the legal standards in place at the time of testing, Tenant is responsible for any and all remediation required to obtain the legal standards. Any follow up retesting will be performed by Landlord, but invoiced and payed for by Tenant.
- 7.8 Lead Paint.** The buildings were constructed previous to 1978 and thus are presumed to contain lead-based paint. Landlord has not performed any assessment to confirm the extent of lead-based paint. Any lead-based paint assessment, testing and remediation is the responsibility of the Tenant.
- 8. Utilities.** Tenant shall be responsible for all charges for heat, light, power, water, sewer and garbage services. Tenant shall be responsible for telecommunications, internet, cable or other services required by Tenant in the

Premises. All such connections must be coordinated with 4J staff. Tenant has the option of purchasing internet services directly from School District 4J Computing and Information Services, outside of this lease agreement.

9. Indemnification, Liability, and Insurance.

- 9.1 Indemnification.** Tenant agrees to indemnify, defend and hold harmless the Landlord, its officers, agents, and employees, from any claims, actions, liability or costs, including attorney fees and other costs of defense, arising out of or in any way related to the use and occupancy allowed under this agreement and arising from the sole or joint negligence and/or fault of the Tenant, its members, agents, officers, or invitees.
- 9.2 Liability Insurance.** Tenant shall maintain during the term of this lease, or any extension thereof, commercial general liability insurance coverage written by a company admitted in the State of Oregon and that is acceptable to Landlord's risk manager. Total liability coverage limits shall be a minimum of \$1 million per occurrence and \$2 million in the aggregate. Eugene School District 4J shall be named as an "additional insured" with respect to the activities performed or allowed under this lease. All such general liability policies shall provide 30 days' notice of cancellation, non-renewal, or reduction in limits and/or scope of coverage.
- 9.3 Property Insurance.** Tenant shall obtain and continuously maintain during the term of this lease, or any extension thereof, standard form of fire with extended coverage insurance covering Tenant's property and its merchandise, and the personal property of others in Tenant's possession, in, upon, or about the premises. Such insurance shall be in an amount adequate to cover the cost of replacement of the aforesaid property. Landlord shall be named as an additional insured under each such policy of insurance. Policy shall provide 30 days' notice of cancellation, non-renewal, or reduction in limits and/or scope of coverage.
- 9.4 Landlord's Insurance.** Landlord shall, at all times during the term hereof, on behalf of the Tenant, procure and maintain in force and effect a policy of insurance insuring the premises against loss or damage by fire and the perils commonly covered under the extended coverage endorsement in an amount not less than 80% of the full insurable value thereof. Tenant shall, upon demand, fully reimburse the Landlord for all costs of premium(s) associated with such coverage.
- 9.5 Umbrella Insurance.** Tenant shall obtain and continuously maintain during the term of this lease, or any extension thereof, umbrella liability insurance coverage written by the same company as for the commercial general liability coverage in Section 9.2 above. Coverage limits shall be a minimum of \$5 million. Eugene School District 4J shall be named as an "additional insured" with respect to the activities performed or allowed under this lease. All such general liability policies shall provide 30 days' notice of cancellation, non-renewal, or reduction in limits and/or scope of coverage.
- 9.6 Subrogation Waiver/Discharge for Claims.** Landlord and Tenant hereby release and discharge each other from any claims for damages to the premises or the personal property thereon occurring during the term of this agreement arising out of or incident to fire or other casualty or perils covered by property insurance policies carried by Landlord or Tenant, whether due to the negligence of the parties, their agents, employees or otherwise.
- 9.7 Equipment and Materials.** Tenant shall be responsible for any loss, damage, or destruction of its own property, equipment, and materials. Tenant shall also be responsible for any loss, damage, or destruction of property belonging to the Landlord or a third party caused by the sole or joint negligence of the Tenant, its members, officers, agents, or invitees.
- 10. Damage and Destruction** If the leased premises are destroyed or damaged such that Landlord, at Landlord's sole discretion, determines the cost of repair exceeds the value of the structure, Landlord may elect to terminate the lease as of the date of the damage or destruction by notice given to the Tenant in writing not more than forty-five (45) days following the date of damage. The Landlord shall be the sole beneficiary of any and all proceeds from property insurance claims. In such event all rights and obligations of the parties shall cease as of the date of termination. Tenant shall be entitled to any prepaid amounts previously paid by Tenant to the Landlord and attributable to the anticipated term. If Landlord elects not to terminate, Landlord shall proceed to restore the leased premises to substantially the same as prior to the damage or destruction, only to the extent

that repair of damage is covered by insurance carried by the Landlord under Section 9.4. Tenant shall be responsible to reimburse Landlord for any and all insurance deductible amounts associated with such coverage with respect to claims that result in restoration by Landlord of damage to Premises. Work shall be commenced as soon as reasonably possible, and thereafter shall proceed without interruption except for matters beyond the control of Landlord.

11. **Nondiscrimination.** Tenant, and all users by permission by Tenant, shall comply with all federal, state, municipal and Landlord's equal opportunity laws, regulations, and policies prohibiting discrimination.
12. **Alterations and Improvements.** Except for the installation of furnishings and trade fixtures by Tenant, Tenant shall make no alterations or improvements to the leased premises without the written consent of Landlord. All improvements, whether installed by Tenant or by Landlord for Tenant, shall become the property of Landlord at the time of installation. However, at the termination of this Lease, Landlord may require Tenant to remove all such improvements and repair any damage to the leased premises resulting from such removal. All trade fixtures installed by Tenant shall be removed by Tenant immediately upon termination of this Lease, and Tenant shall promptly repair any damage to the leased premises resulting from the removal of such trade fixtures. If Landlord requires Tenant to remove improvements upon termination of this Lease, and Tenant fails to do so within 48 hours of termination, Landlord may remove the same at Tenant's expense. Any trade fixture or other personal property not removed by Tenant upon termination of this Lease shall be conclusively deemed abandoned by Tenant and shall become the property of Landlord.
13. **Building Contents.** The Landlord has provided certain furnishings and equipment for the Tenant's use. It is understood and agreed that the Tenant will care for, repair, and keep operational all such equipment and furnishings. An inventory of equipment and furnishings is provided in Exhibit A.
14. **Building Defects/Deficiencies.** The Tenant has noted and the Landlord agrees that certain building conditions exist prior to the execution of this lease, noted as defects and more fully described in Exhibit B.
15. **Inspection.** Landlord shall have access to all portions of the premises for the purposes of inspecting the premises' condition and exercising any right or power reserved by Landlord under this agreement. Landlord agrees that such inspections shall be at reasonable times and shall provide Tenant with appropriate advance notice except in cases of emergency.
16. **Default.** If Tenant shall neglect or fail to do or perform any of the agreements herein contained and if such default shall continue for twenty (20) days after written notice thereof has been given to Tenant by Landlord, Landlord may immediately or any time thereafter and while such default continues, and without further notice or demand, enter upon the premises or any part thereof, in the name of the whole and repossess the same as of its former estate and expel the said Tenant without being deemed guilty in any manner of trespass, and without prejudice of any other right or remedy that might be available to the Landlord in law or equity.
17. **Notice.** Any notice required or permitted under this agreement shall be given when actually delivered or three days after deposited in the U.S. Mail, postage prepaid and addressed as follows: To Landlord: Tammi May 4J Facilities Management 715 West 4th Avenue Eugene, OR 97402 To Tenant: William H. Lewis III Coburg Community Charter School 91274 N Coburg Rd Eugene, OR 97408 or such other party and at such other address as the parties hereto may designate in writing and deliver to the other party.
18. **Early termination.** The Lease may be terminated early upon the occurrence of the following events. In the event of early termination, the pro-rata portion of any prepaid rent shall be returned to the Tenant, and similarly Tenant shall be responsible for paying any rent owed.
 - 18.1 At any time during the initial term, Tenant may, upon loss of funding representing 30% or more of its operating budget, terminate this lease with a minimum of ninety (90) days written notice to Landlord.
 - 18.2 Landlord, at Landlord's sole discretion, reserves the right to terminate this Lease upon ninety (90) days written notice to Tenant, providing that the effective date of the termination does not require the Tenant to vacate the premises before the end of the academic school year.
19. **Signs.** Tenant shall not erect or paint any signs on any portion of the premises or the Coburg School building without obtaining Landlord's prior written consent. Upon termination of this Lease, at Tenant's sole cost, Tenant shall remove all signs which Landlord may then require be removed. Landlord reserves the right to erect signs

and to lease, license, and otherwise grant to others the right to erect exterior signs on the premises or the Coburg School building.

- 20. **Holding Over.** In the event Tenant shall hold over after the expiration or termination of this Lease, such holding over shall be deemed to create a tenancy at will, which may be terminated at any time by the Landlord.
- 21. **Assignment.** No part of the leased property may be assigned, mortgaged or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. Such consent will not be unreasonably withheld.
- 22. **Waiver.** Failure by Landlord to require Tenant's strict performance of any term of this agreement shall not affect Landlord's right to enforce the same, nor shall a waiver of default be construed to be a waiver of any succeeding default or waiver of the clause. To be effective, any waiver by Landlord must be in writing and signed by Landlord.
- 23. **Attorney's Fees.** If suit or action is instituted by either party to establish or enforce any right under this agreement, to recover any amounts due hereunder, to correct a breach of any covenant, term or condition, or to litigate any other matter arising from the execution of this agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney's fees awarded by the trial and appellate courts in addition to costs and disbursements. This provision shall survive any termination of this agreement.
- 24. **Complete Agreement.** This lease agreement constitutes a final and complete statement of the agreement between the parties, and fully supersedes all prior agreements or negotiations, written or oral.

Tenant:
COBURG COMMUNITY CHARTER SCHOOL

By: 
Lisa Jager, Executive Director

Date: 11/1/21

Landlord:
EUGENE SCHOOL DISTRICT 4J

By: 
Ryan Spain, Facilities Director

Date: 11/2/2021

Exhibit A

This Exhibit lists equipment and furnishings provided by the Landlord for use by the Tenant pursuant to Section 13.

| | | | |
|----------------------|------------------------------|-------------------------|---------------------------------|
| Chairs-student | 150 student chairs | | |
| Chairs-student (Lrg) | 44 Large size student chairs | (1) Skutt Electric Kiln | S#018869; KS 1027; EPS#1236366 |
| Desks-Student single | 65 single student desks | (1) Hobart Mixer | S# 11-036-737; M# D-300-T |
| Desks-Teachers | 2 very heavy from bank | (1) Market Forge Oven | M# 240; EPS# 1236365 |
| Desks-Teachers | 3 small wood teacher desks | (1) McCall Refrig | 3 Door |
| Desks-Teachers | 1 medium teacher desk (wood) | (1) Vulcan Range | No Serial # ; No Model # |
| Desks-Teachers | 3 roound tables | (1) Hobart Freezer | 2 Door. No Serial #; No Model # |
| File Cabinet | 3 file cabinets | | |
| Piano | 1 piano | | |
| Tables-computer | 6 2-tier computer tables | | |
| Tables-computer | 3 rectangle computer tables | | |

Room 1

| | |
|------------------|-------------------------|
| 4th grade chairs | 23 chairs |
| 4th grade desks | ?? Desks |
| Teacher Desk | 2 teacher Desk (1 ours) |
| Book case | 1 cubbie |

Room 2

| | |
|-------------------|-------------------------|
| Kindersize chairs | 33 kinder chairs |
| Kindersize desks | 3 single; 1 double desk |

Room 3

| | |
|------------------|----------------|
| 5th Grade-chairs | 21 chairs |
| 5th Grade-desks | 30 desks |
| Teacher Desk | 1 teacher Desk |

Room 4

| | |
|--------------|----------------|
| Chairs | 13 chairs |
| Book case | 1 book case |
| Teacher Desk | 1 teacher Desk |

Room 5

| | |
|------------------|----------------|
| 3rd Grade chairs | 27 chair |
| 3rd Grade desk | 0 desks |
| Teacher Desk | 1 teacher Desk |
| Book case | 2 book cases |

Room 6

| | |
|------------------|-----------|
| 2nd grade chairs | 16 chairs |
|------------------|-----------|

Room 8

| | |
|-------------------|------------------|
| Kindersize chairs | 28 kinder chairs |
| Kindersize desks | 28 desk |
| Teacher Desk | 1 teacher Desk |
| Table -2 | 2 round tables |

Room 9 - Staff room

| | |
|--------------|-------------------------------|
| Tables -2 | 1-6' tbl & 1-8' brwn wood tbl |
| Refrigerator | 1 Refrig |
| Microwave | 2 mircrowaves |

Room 10

| | |
|------------|-------------------|
| Bookcase/s | 3 metal book case |
|------------|-------------------|

Room 11

| | |
|-----------|---------------------|
| Book case | 1 book case (Metal) |
|-----------|---------------------|

Office

| | |
|-----------------|---------------------------|
| Principal desk | 1 desk + chair |
| File Cabinet | 1 - 2 drawer file cabinet |
| Desk | 1 Double desk |
| Secretary chair | 1 chair on wheels |

PE Office

| | |
|--------------|--------------------------|
| Teacher Desk | 1 teacher Desk |
| Chairs | 3 student chairs |
| Shelves | 3 shelves bolted to wall |

2nd grade desks 7 desks
Teacher Desk 1 teacher Desk

Room 7

1st grade chairs 35 chairs
1st grade desks 8 desks
Teacher Desk 1 teacher Desk
Book case 1 book case

Library

Tables-Round 3 - Round tables
Book shelves 2 - Book shelves
Desk 1 - Double desk
Tables-Rectangle 1 - Rectangle table
Chairs 20 - student chairs

Exhibit B

This Exhibit lists building conditions, considered by Tenant and Landlord as defects or deficiencies that exist prior to the effective date of the lease. These are listed in this Exhibit pursuant to Section 14 of the lease agreement.

1. Corrosion around base of east (Kewanee) boiler (see photos below).

The Landlord has determined that the visible corrosion is simple surface corrosion along the top of the support channel caused from the chemicals in the boiler water system which are released during the periodic blow-down, or flushing of the mud legs. During this process everything down low gets wet, and due to the way the boiler base is constructed, it tends to collect moisture in this location. There is no evidence of boiler leakage or failure or any indication that the boiler is not operating as intended. This condition is typical of this style of boiler in other district facilities. The tenant will not be held responsible for this pre-existing condition or the worsening of this specific condition due to periodic "blow-down" or draining of the boiler system.

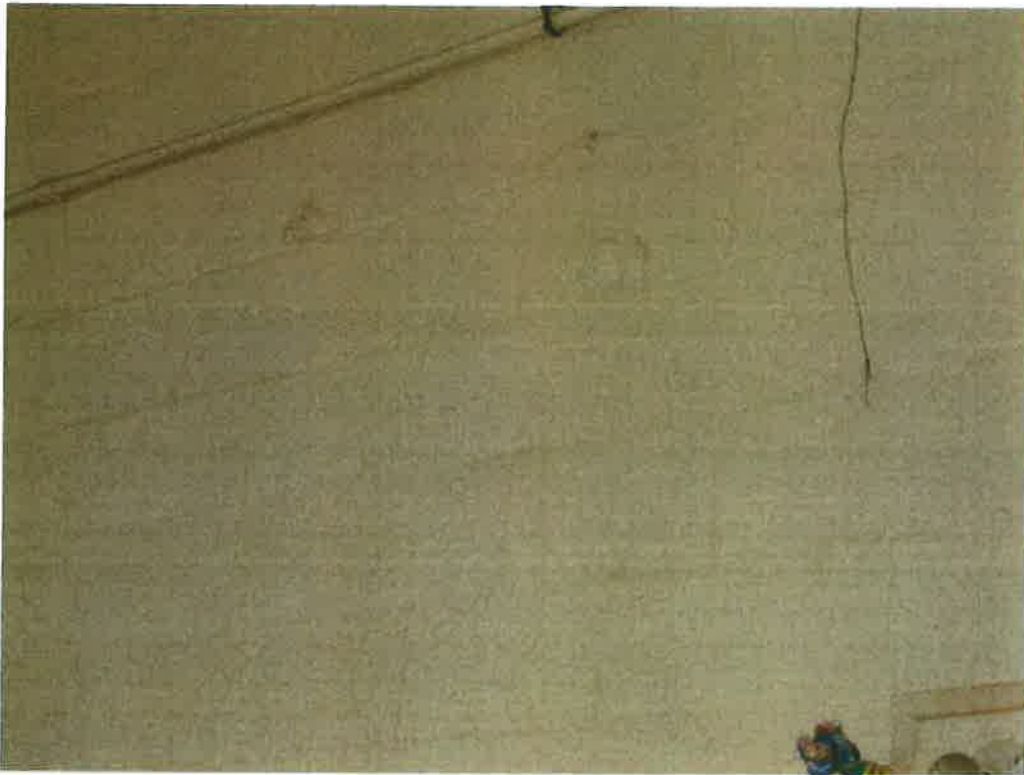




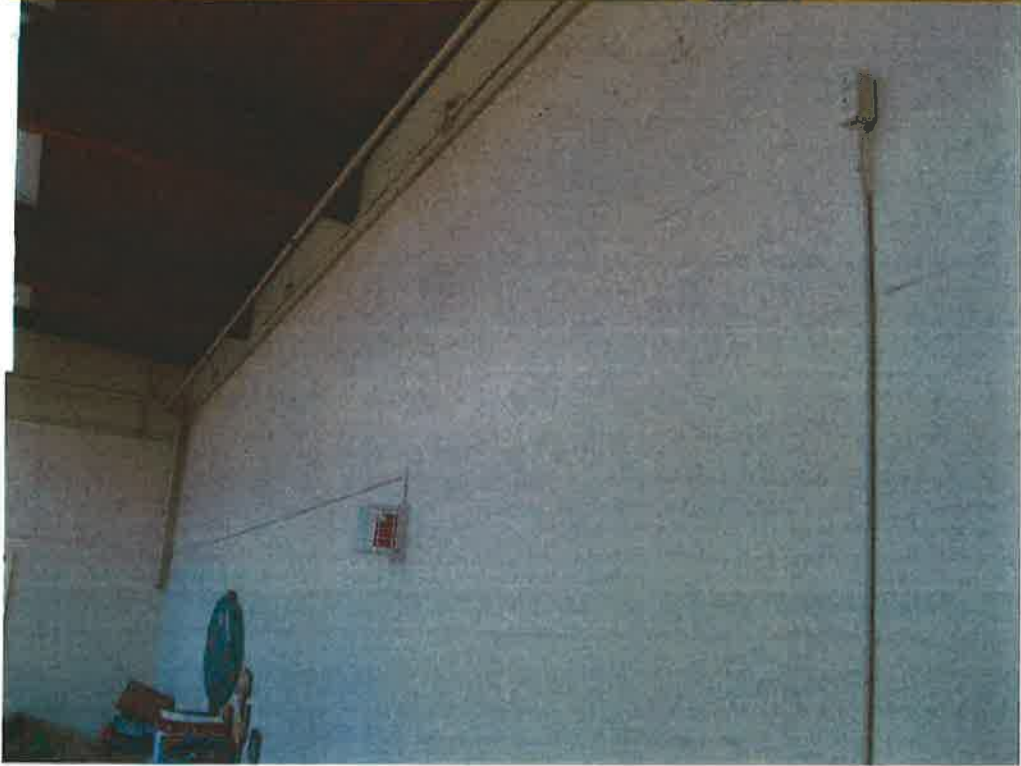
Exhibit B (continued)**2. Damage to interior wall surface of cafeteria (see photos below)**

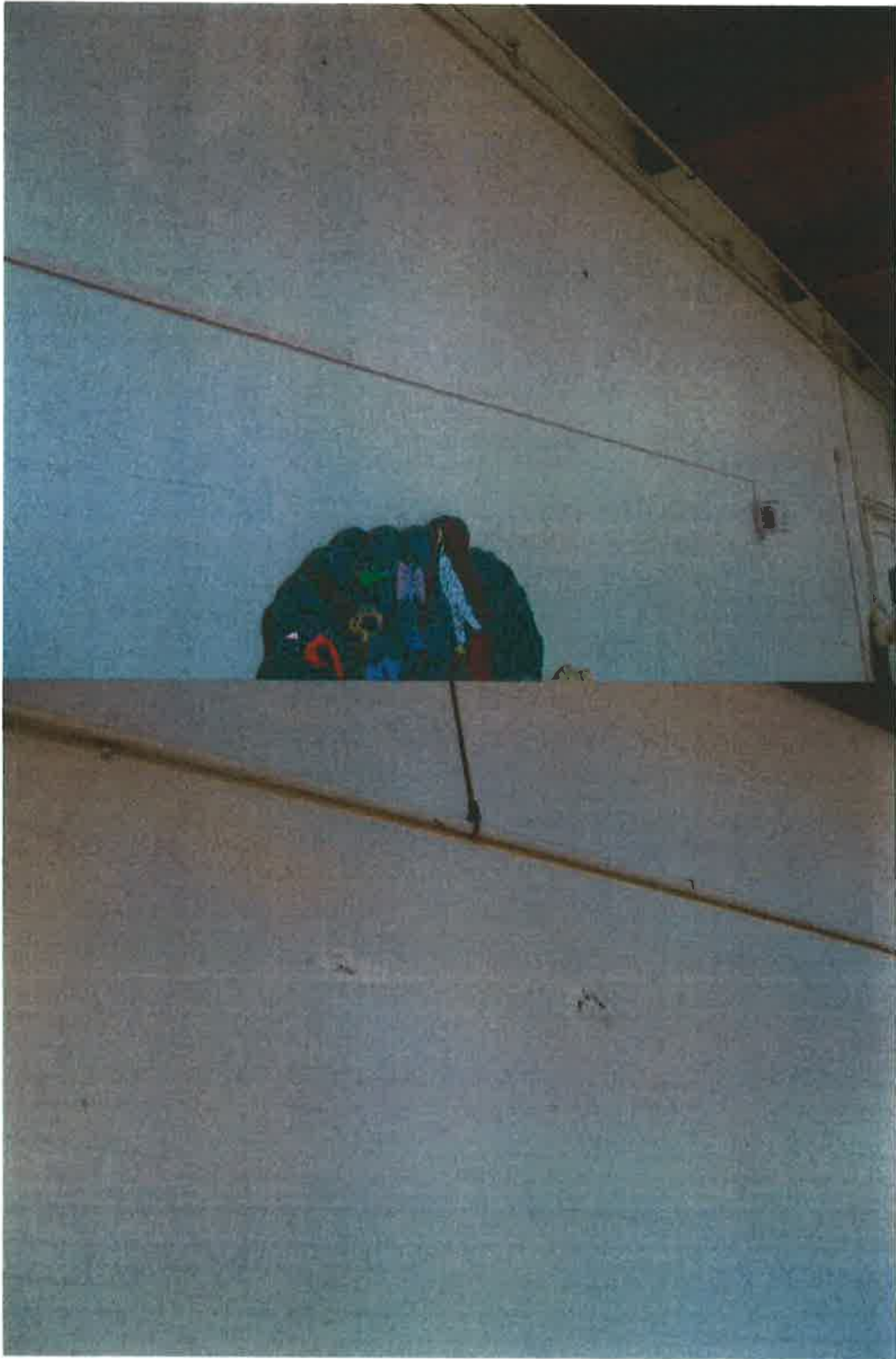
The interior surfaces of the east, south, and west concrete block walls of the cafeteria exhibit evidence of past efflorescence and minor spalling. Landlord believes that the condition is caused from trapped moisture within the concrete block system as a result of past water intrusion from the building exterior. Landlord believes that there is no current water intrusion; that appropriate roofing details and/or exterior painting have remedied intrusion issues. Repairs to the interior surface have been made, but evidence remains that suggest there may still be moisture in the concrete block system and summer sun on the exterior exposures has forced lingering moisture (vapor) toward the interior surface. Damage to the interior surface occurs when the interior paint acts a moisture barrier, preventing the moisture from escaping.

Tenant is advised to not repaint the interior surface where this condition exists without the express permission and guidance of the Landlord. The condition will be monitored over time and the Tenant will not be held responsible for existing damage and/or future damage deemed to be a continuation of the existing condition.











20-
10-
20-

9523774

PROPERTY LINE ADJUSTMENT DEED

LANE COUNTY SCHOOL DISTRICT NO. 4J, a common school district of the State of Oregon, hereinafter referred to as Grantor, does hereby convey, by means of a property line adjustment, the real property described in Exhibit A to the COBURG RURAL FIRE PROTECTION DISTRICT, a municipal corporation, hereinafter referred to as Grantee. This property line adjustment deed removes the real property described in Exhibit A from the parcel described in Exhibit B (Grantor property), and attaches it to the adjoining parcel described in Exhibit C (Grantee property).

Description of the real property conveyed: Exhibit A attached hereto and incorporated herein by reference.

The true consideration of this conveyance is other than money.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY USES.

Dated this 24th day of April 1995
1225APR.28'95H08REC 20.00
1225APR.28'95H08PFUND 10.00

LANE COUNTY SCHOOL DISTRICT NO. 4J

BY: [Signature]
Jan Oliver, Board Chair

BY: [Signature]
Margaret E. Nichols
Superintendent-clerk

STATE OF OREGON)
: ss. 1225APR.28'95H08A&T FUND 20.00
County of Lane)

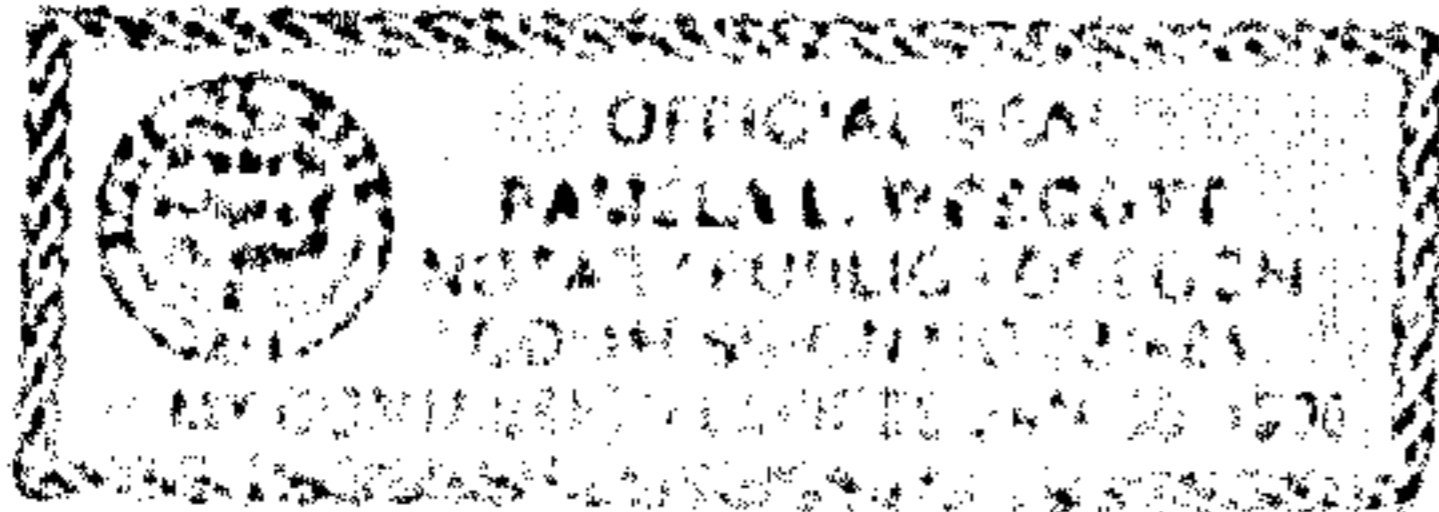
Personally appeared the above named Jan Oliver, Chair, and Margaret E. Nichols, Superintendent-Clerk, respectively, of Lane County School District No. 4J, who, each being duly sworn, did say that the former is the Chair and the latter is the Superintendent-Clerk of Lane County School District No. 4J, and that said instrument was signed on behalf of said School District by authority of the Board of Directors; and each of them acknowledge the foregoing instrument to be a voluntary act and deed.

Before me this 24th day of April 1995.

Commission Expires: 1-30-98

Notary Public for Oregon

[Signature]



After Recording Return To:
Western Pioneer Title Co.
PO Box 10146
Eugene, OR 97440

9523774

Property Line Adjustment Deed -2- Coburg Fire Dist./Dist. 4J

EXHIBIT A

(Property to be conveyed from Grantor to the Grantee)

A parcel of land in the Southeast 1/4 of Section 29 and the Northeast 1/4 of Section 32, Township 16 South, Range 3 West, Willamette Meridian, more particularly described as follows:

Commencing at a Lane County Brass Cap monument marking the Southwest corner of the Isaac Van Duyn Donation Land Claim No. 61 in Township 16 South, Range 3 West, Willamette Meridian; thence along the West line of Donation Land Claim No. 61, North 407.64 feet; thence leaving the West line of Donation Land Claim No. 61, North 89° 25' 00" West, 109.74 feet to the True Point of Beginning; thence along the Northwest property line of a parcel of land described on Reel 890, Instrument No. 10439, Lane County Oregon Official Records, South 57° 58' 10" West, 219.03 feet to a found 5/8 inch rebar; thence North 118.06 feet to a set 5/8 inch rebar; thence South 89° 25' 00" East, 185.70 feet to the True Point of Beginning, all in Lane County, Oregon.

EXHIBIT B

(Grantor, [District 4J] property before property line adjustment)

Parcel 1. Beginning at a point on the W line of the Isaac Van Duyn DLC #61 in Township 16S R3W WM. 8.93 chains N of the SW corner of the claim, and running thence N 4.72 chains along the middle of the County Road; thence W 6.355 chains; thence S. 4.72 chains; thence E 6.355 chains to the place of beginning, containing more or less 3.00 acres.

Parcel 2. Beginning at a point 1.67 chains N of the SW corner of DLC #61 in Township 16S R3W WM., and run thence N 7.26 chains; thence W 5.00 chains; thence S 4.74 chains to center of County Road; thence S 63 1/4° E 5.60 chains to the place of beginning, containing 3.00 acres.

Parcel 3. Beginning at a point on the W line of County Road, said point being 30 feet W and 900.90 feet N of the SW corner of the Isaac Van Duyn DLC #61 in Township 16S R3W WM., running thence W 389.43 feet; thence S 311.52 feet; thence W 85.00 feet; thence N 714.79 feet; thence E 474.43 feet to the W line of said County Road; thence S 403.27 feet to the point of beginning in Lane County, Oregon containing more or less 5.05 acres -- less: 1.08 acres in county road. Containing more or less.

Excepting: Tax lot 4001 (created in 1978 out of Tax lot 4000 when District 4J conveyed 1.28 acres to the Coburg Rural Fire Protection District)

Tax Lot 4001. Beginning at the stone marking the SW corner of the Isaac Van Duyn DLC #61 (also being the East SE corner of the Manawether Brown DLC #58), in Township 16S, R3W WM; thence along the East line of said M. Brown DLC #58, North 110.22 feet to the TRUE POINT OF BEGINNING; thence continue along said East line and along the center of County Road No. 34, North 297.42 feet to a point, said point being referenced by a 5/8 inch iron rod North 89° 25' West 30.00 feet; thence North 89° 25' West 109.74 feet to a point marked by a 5/8 inch iron rod; then South 58° 00' West 253.24 feet to a point in the center of County Road No. 24 as established in that survey being Lane County Surveyors Office File No. 20041, said point being referenced by a 5/8 inch iron rod North 58° 00' East 35.05 feet; thence along the said center of County Road No. 24, South 63° 08' 25" East 363.74 feet to the TRUE POINT OF BEGINNING, in Coburg, Lane County, Oregon.

Containing 1.28 acres total to the centerline of said County Roads, of which 0.86 acres lie outside of the said County Road 30.0 foot right of way lines.

9523774

Property Line Adjustment Deed -4- Coburg Fire Dist./Dist. 4J

EXHIBIT C

(Grantee [Fire District] property before property line adjustment)

Beginning at the stone marking the SW corner of the Isaac Van Duyn DLC #61 (also being the East SE corner of the Manawether Brown DLC #58), in Township 16S, R3W WM; thence along the East line of said M. Brown DLC #58, North 110.22 feet to the TRUE POINT OF BEGINNING; thence continue along said East line and along the center of County Road No. 34, North 297.42 feet to a point, said point being referenced by a 5/8 inch iron rod North 89° 25' West 30.00 feet; thence North 89° 25' West 109.74 feet to a point marked by a 5/8 inch iron rod; then South 58° 00' West 253.24 feet to a point in the center of County Road No. 24 as established in that survey being Lane County Surveyors Office File No. 20041, said point being referenced by a 5/8 inch iron rod North 58° 00' East 35.05 feet; thence along the said center of County Road No. 24, South 63° 08' 25" East 363.74 feet to the TRUE POINT OF BEGINNING, in Coburg, Lane County, Oregon.

Containing 1.28 acres total to the centerline of said County Roads, of which 0.86 acres lie outside of the said County Road 30.0 foot right of way lines.

9523774

State of Oregon,
County of Lane--ss.

I, the County Clerk, in and for the said County, do hereby certify that the within instrument was received for record at

20 APR 50 9:50

Reel 2059R

Lane County OFFICIAL RECORDS
Lane County Clerk

By





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



OREGON 97408 • 541-682-7850 FAX 541-485-0655

Dear Property Owner: As a property owner within 300-feet of site described below, the City is required to notify you of this pending limited land use action and invite you to provide written testimony on this matter. Notice to mortgagee, lien holder, vendor, or seller: The City of Coburg Development Code requires that if you receive this notice, it shall be promptly forwarded to the purchaser.

NOTICE OF A LAND USE REQUEST FOR CONDITIONAL SIGN PERMIT

- APPLICATION NUMBER:** SN 01-24
- PUBLIC HEARING DATE:** September 18TH, 2024
- APPLICANT:** Coburg Community Charter School
- REQUEST:** Conditional Sign Permit
- PROPERTY LOCATION:** Assessor’s Map and Tax Lot 16-03-29-00-04000; Situs Address: 91274 North Coburg Road, Coburg, OR 97408
- ZONING:** Traditional Residential (TR); Historic District Overlay
- PLAN DESIGNATION:** Traditional Residential (TR)
- APPLICABLE CRITERIA:** Sign Ordinance A-155-A Section 6. Residential District and Section 35. Conditional Sign Permits; Coburg Zoning Code Ordinance A-200-L Article X Section D. Type III Procedure; Coburg Comprehensive Plan
- MAILING DATE:** September 4th, 2024

The proposal is for a conditional sign permit for the replacement of an existing non-conforming free-standing sign located at the Coburg Community Charter School. This request is to allow for an institutional sign larger in dimensions than what is allowed by Sign Ordinance A-155-A. In accordance with Ordinance A-155-A Section 35.H, the public hearing notification, hearing procedure and appeals for Conditional Sign Permit applications shall be the same as those for a Conditional Use permit and is subject to approval by the Planning Commission through a Type III land use procedure.

The subject property is zoned Traditional Residential and contains a Comprehensive Plan Map designation of Traditional Residential. The subject property is owned by 4J School District and leased by Coburg Community

Charter School with frontage on North Coburg Road. The north property line of the subject property abuts assessor's map 16-03-29-00 tax lots 03900 & 3806 and the east property line abuts assessor's map 16-03-29-00 tax lot 3802, all of which are located outside city limits and zoned Rural Residential (RR5) under Lane County jurisdiction. The south property line abuts tax lot 16-03-29-00-04001, which are zoned Traditional Residential.



As a TYPE III application, a public hearing is required in front of Planning Commission. You are invited to submit written comments on the Conditional Sign Permit application or attend the public hearing.

Written comments must be received at Coburg City Hall by **September 18th, 2024 at 3PM**. Oral testimony is allowed and encouraged at the public hearing. Testimony must raise issues of sufficient specificity to enable the Planning Commission to respond to the issue.

Coburg Planning Commission will hold a public hearing **September 18th, 2024 at 6:00p.m.** This will be a hybrid meeting with options to attend in-person at Coburg City Hall or remotely via Zoom. In addition, the meeting will be live streamed on the City's website at <https://www.coburgoregon.org/livestream>. To present oral testimony to the Planning Commission, you must sign up with the City Recorder by **September 18th at 3PM**. To sign up contact Sammy Egbert at 541-682-7852 or Sammy.egbert@ci.coburg.or.us.

Registered participants who want to attend remotely will be emailed information and directions on how to participate on the day of the hearing. To submit written testimony, you may send a letter to City Hall at 91136 N Willamette Street, PO BOX 8316, Coburg, OR 97408, or submit via email to Sammy.egbert@ci.coburg.or.us. All microphones will be muted, and webcams turned off for presenters and members of the public, until called upon to speak. If participants disrupt the meeting, they will immediately be removed from the meeting.

Planning Commission will be the deciding authority body on the proposal. A decision by Planning Commission is appealable to City Council.

Copies of the application and pertinent Coburg ordinances are available for inspection at the Coburg City Hall. A copy of the staff report and recommendation shall be available for review at no cost seven days prior to the hearing. Copies shall be provided on request at a reasonable cost. If you have questions, contact Megan Winner, megan.winner@ci.coburg.or.us, 541.682.7862, 91136 N Willamette St Coburg OR 97408.

Failure to raise an issue in person, or by letter at the hearing, or failure to provide statements or evidence sufficient to afford the decision-maker an opportunity to respond to the issue, means that an appeal based on that issue cannot be filed with the State Land Use Board of Appeals (LUBA).

AFFIDAVIT OF MAILING

CITY OF COBURG
91136 N Willamette Street
PO Box 8316
Coburg, Oregon 97408

I, Megan Winner, Planner, depose and state that I mailed on **September 4, 2024**, a notice for a public hearing for a CONDITIONAL SIGN PERMIT (SN 01-24) at Map and Tax Lot 16-03-29-00-04000 in the City of Coburg to the addresses contained herein.



Signature



Print Name



Notice shall be posted on each street frontage of the subject property, in a conspicuous place that is visible from the public right-of-way. If no street abuts the subject property, the notice shall be placed as near as possible to the subject property in a conspicuous place that can be readily seen by the public.

NOTICE OF LAND USE REQUEST FOR CONDITIONAL SIGN PERMIT

The **Coburg Planning Commission** will hold a public hearing **Wednesday, September 18th, at 6:00 p.m.** at, Coburg City Hall, 91136 N Willamette St., Coburg, Oregon, to consider the application and related materials, the staff report, and written comments for a site review request. They will accept oral testimony for and against the proposal and provide the applicant an opportunity to rebut testimony. Planning Commission will take final action on the proposed conditional sign permit.

| | |
|-----------------------------|--|
| APPLICANT: | Coburg Community Charter School |
| FILE NUMBER: | SN 01-24 |
| REQUEST: | Conditional Sign Permit |
| DATE POSTED: | September 4, 2024 |
| PROPERTY LOCATION: | Assessor's Map and Tax Lot 16-03-29-00-04000; Situs Address: 91274 North Coburg Road, Coburg, OR 97408 |
| ZONING: | Traditional Residential District (TR); Historic District Overlay |
| PLAN DESIGNATION: | Traditional Residential District (TR) |
| APPLICABLE CRITERIA: | Sign Ordinance A-155-A Section 6. Residential District and Section 35. Conditional Sign Permits; Coburg Zoning Code Ordinance A-200-L Article X Section D. Type III Procedure; Coburg Comprehensive Plan |
| STAFF CONTACT | Megan Winner, Planner, megan.winner@ci.coburg.or.us , 541.682.7862 or Sammy Egbert, City Recorder, Sammy.egbert@ci.coburg.or.us , 541.682.7852 |

To submit written testimony, you may send a letter to City Hall at 91136 N Willamette Street, PO BOX 8316, Coburg, OR 97408, or submit via email to Sammy.egbert@ci.coburg.or.us by 3pm on September 18th. A copy of the application, all documents and evidence submitted by or for the applicant, and the applicable criteria and standards can be reviewed at Coburg City Hall at no cost and that copies shall be provided at a reasonable cost. The staff report will be available seven days prior to the hearing and can be reviewed for free or copies can be provided on request at a reasonable cost. Failure to raise an issue in person, or by letter at the hearing, or failure to provide statements or evidence sufficient to afford the decision-maker an opportunity to respond to the issue, means that an appeal based on that issue cannot be filed with the State Land Use Board of Appeals.

SUBJECT PROPERTY



AFFIDAVIT OF POSTING

CITY OF COBURG
91136 N Willamette Street
PO Box 8316
Coburg, Oregon 97408

I, David Wallace, depose and state that I posted on **September 4, 2024**, a notice for a public hearing for a CONDITIONAL SIGN PERMIT (SN 01-24) at Map and Tax Lot 16-03-29-00-04000 in the City of Coburg at the situs address.



Signature

David Wallace_____

Print Name

SN 01-24 Legal Notice**Type 3 Land Use****CITY OF COBURG****Public Hearing Notice**

Notice is hereby given that Coburg Planning Commission will hold a public hearing on September 18, 2024, at 6:00 PM, at Coburg City Hall, 91136 N Willamette St, or via Zoom.

APPLICATION: SN 01-24

APPLICANT: Coburg Community Charter School

PROPERTY LOCATION: 91274 North Coburg Road, Coburg, Oregon 97408

REQUEST: To replace a sign that requires compliance with a conditional sign permit

APPLICABLE CRITERIA: Sign Ordinance A-155-A Section 6. Residential District and Section 35. Conditional Sign Permits; Coburg Zoning Code Ordinance A-200-L Article X Section D. Type III Procedure; Coburg Comprehensive Plan.

For additional information, contact Planner, Megan Winner, at megan.winner@ci.coburg.or.us or 541-682-7862 for additional information.

The Planning Commission will review the applications and related materials, including the staff report. They will accept testimony for and against the proposal and provide an opportunity to rebut testimony. You may provide oral testimony in person or by pre-register to attend via Zoom by 3 PM on September 18, 2024. Written testimony will be accepted at City Hall prior to the meeting.

A copy of the application, all documents and evidence submitted by or for the applicant, and applicable criteria and standards can be reviewed at Coburg City Hall at no cost and copies will be provided at a reasonable cost. A copy of the City staff report and recommendation to the Planning Commission will be available for review at no cost on September 11, 2024. Failure to raise an issue in person, or by letter at the hearing, or failure to provide statements or evidence sufficient to afford the decision-maker an opportunity to respond to the issue, means that an appeal based on that issue cannot be filed with the State Land Use Board of Appeals.

Notice to mortgagee, lien holder, vendor, or seller: The City of Coburg Development Code requires that if you receive this notice it shall be promptly forwarded to the purchaser.

SN 01-24 Legal Notice

Published in Eugene Register Guard 8/20/2024

S:\City Recorder\AAA CR Sammy Master File\CR Public Hearings & Public Comments\Public Hearing Notices\SN 01-24 Publishing Notice_v3.docx

Posted on Facebook 8/28/2024 & 9/11/2024

PUBLIC HEARING NOTICE

Coburg Planning Commission will hold a public hearing on September 18, 2024, at 6:00 PM, at Coburg City Hall, 91136 N Willamette St, or via Zoom.

APPLICATION: SN 01-24

APPLICANT: Coburg Community Charter School

PROPERTY LOCATION: 91274 North Coburg Road, Coburg, Oregon 97408

REQUEST: To replace a sign that requires compliance with a conditional sign permit

APPLICABLE CRITERIA: Sign Ordinance A-155-A Section 6. Residential District and Section 35.

Conditional Sign Permits; Coburg Zoning Code Ordinance A-200-L Article X Section D. Type III Procedure; Coburg Comprehensive Plan.

For additional information, contact Planner, Megan Winner, at megan.winner@ci.coburg.or.us or 541-682-7862 for additional information.

SN 01-24 Legal Notice

Published in Eugene Register Guard 8/20/2024

S:\City Recorder\AAA CR Sammy Master File\CR Public Hearings & Public Comments\Public Hearing Notices\SN 01-24 Publishing Notice_v3.docx

RE: Vision clearance for sign

MILLS Cassidy M <Cassidy.MILLS@lanecountyor.gov>

Thu 3/7/2024 8:23 AM

To: WINNER Megan <Megan.Winner@ci.coburg.or.us>

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

Good morning, Megan,
The sign meets vision clearance requirements. Thanks for checking!

See you on the world wide web later today!

Cassidy

From: WINNER Megan <Megan.Winner@ci.coburg.or.us>
Sent: Monday, March 4, 2024 1:38 PM
To: MILLS Cassidy M <Cassidy.MILLS@lanecountyor.gov>
Subject: Vision clearance for sign

[EXTERNAL ⚠]

Hi Cassidy,

Sure hope this message finds you in good spirits! I'm reaching out because the Coburg Community Charter School would like to replace their sign and although the property is located in City limits (91274 N Coburg Rd), it has frontage on a County road and I'd like to confirm if the attached site plan meets the County's vision clearance requirements? Not sure if you are the correct person to reach out to on this but hoping if not, could you please point me in the right direction?

Thank you!!

Best,

Megan Winner
Planner
City of Coburg

541.682.7862

Item 2.