



CITY COUNCIL

91136 N Willamette Street

541-682-7852 | coburgoregon.org

Tuesday, September 14, 2021 at 7:00 PM

CALL THE CITY COUNCIL MEETING TO ORDER During the COVID-19 global pandemic, the City of Coburg will be hosting their meeting via webinar. To watch the live streamed of the meeting, go to coburgoregon.org (NO registration required). To participate in the public comment portions of the meeting, contact City Recorder to register at sammy.egbert@ci.coburg.or.us or call 541-682-7852.

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR COMMENTS

AGENDA REVIEW

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

1. Jim Antonini

RESPONSE(S) BY CITY COUNCIL

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

2. Minutes July 27, 2021 City Council
3. Minutes August 10, 2021 City Council

SPECIAL GUEST

ORDINANCES AND RESOLUTIONS

4. ORDINANCE **A-253** AN ORDINANCE GRANTING DOUGLAS SERVICES, INC., LOCALLY KNOWN AS DOUGLAS FAST NET (DFN), A NON-EXCLUSIVE FRANCHISE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A FIBER OPTICS TELECOMMUNICATIONS SYSTEM
5. RESOLUTION **2021-20** A RESOLUTION ADOPTING AMENDMENTS TO THE SALARY AND CLASSIFICATION SCHEDULE FOR FISCAL YEAR 2021-22

COUNCIL ACTION ITEMS

6. Van Duyn Sidewalk and Driveway Improvement Project
7. Roberts Road to I-5 Bore Connection - Waterline Extension Project
8. Accepting Donated Police Vehicles
9. ODOT High Visibility Overtime Enforcement Grant

ADMINISTRATIVE INFORMATION REPORTS

10. American Recovery Funds
11. Financial Written Update

12. Administration Monthly Report

COUNCIL COMMENTS

UPCOMING AGENDA ITEMS

Annexation Agreement

Comprehensive Plan Amendment

IOOF Rental Policy

FUTURE MEETINGS

Park Tree Committee - September 21

City Council - October 12

ADJOURNMENT

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

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



MINUTES

Coburg City Council Meeting

July 27, 2021 7:00 P.M.

Coburg City Hall

91136 N Willamette Street

MEMBERS PRESENT: Mayor Ray Smith; Patty McConnell, Kyle Blain, Markus Alexander, John Fox, John Lehmann, Nancy Bell.

MEMBERS ABSENT: None.

STAFF PRESENT: Sammy Egbert, City Recorder; Anne Heath, City Administrator; Brian Harmon, Public Works; Megan Winner, Planning and Economic Development; Gary Darnielle, City Attorney; Tim Gaines, Finance Director.

RECORDED BY: Jayson Hayden, Lane Council of Governments (LCOG).

CALL TO ORDER

Mayor Smith called the meeting to order at 7:08 P.M.

PLEDGE OF ALLEGIANCE

Mayor Smith led the pledge of allegiance.

ROLL CALL

Ms. Egbert took roll and a quorum was present.

MAYOR COMMENTS

Mayor Smith shared that it had been a challenging 17 months running Zoom meetings and thought that hybrid meetings would be the norm going forward. He said the month of July was interesting for the City and projects had continued to move forward. Mayor Smith thanked Councilor Bell for stepping in as acting mayor while he was on vacation.

AGENDA REVIEW

Ms. Egbert noted that she had received an additional written testimony for the public hearing on the transportation utility fee (TUF).

CITIZEN TESTIMONY

Written Testimony by Roger Everly

Mr. Everly shared that the turn on W McKenzie and Willamette St. got pretty hectic in the evenings and that he had almost been in an accident recently. He noted that because the street was only one lane that it got fairly crowded.

RESPONSE(S) BY CITY COUNCIL

Mayor Smith said the City was aware of this issue and it would hopefully be addressed soon.

Councilor McConnell noted that part of the issue was people parking on the street rather than in the parking lot behind the new Coburg Inn and that vehicles were taking up half of the right-hand lane.

Councilor Lehmann mentioned the trees being trimmed at Chief's and asked if this was an example of City property being encroached. Mr. Harmon answered that they were in the county right of way and that the City does maintain those. In response to inquiry from Councilor Lehmann, Mr. Harmon confirmed that it was the City's responsibility to maintain the right of way.

Councilor Lehmann brought up the issue of vacating alleys and noted that a proprietor had two signs in the right of way and wished to have discussion regarding the sign ordinance.

CONSENT AGENDA

1. Minutes June 8, 2021 City Council

Mayor Smith noted an error that Ms. Smith should say Ms. Heath.

MOTION: Councilor Fox moved, Councilor Blain seconded a motion to approve the consent agenda as presented. Motion passed unanimously.

SPECIAL GUEST

There were no special guests.

ORDINANCES AND RESOLUTIONS

2. Public Hearing | Second Reading

ORDINANCE A-252 AN ORDINANCE ADOPTING A TRANSPORTATION UTILITY FEE FOR THE CITY OF COBURG

Mayor Smith opened the public hearing at 7:30 P.M.

Ms. Heath shared that there were no changes to the ordinance as the Council did not request any changes. She said changes to the schedule were discussed but there were no changes to the ordinance itself. Ms. Heath said staff had reached out to most businesses to engage in conversation regarding this and a social media newsletter had been sent out to the community.

She noted an error on page 3 which should say staff would implement as soon as possible but no less than 30 days instead of no more than 30 days.

Councilor Lehmann asked about a possible typo on page 24 and Ms. Heath confirmed that it the cost appropriate for the residence to cover should be \$4,000 per month.

Councilor Fox wished to add a note in the public communication that this was not a surprise and had been discussed and Mayor Smith agreed and added making public the number of businesses which had been contacted. Ms. Heath added that she had left messages and follow up emails for businesses she wasn't able to directly contact.

Councilor Blain asked how the TGM affected decisions moving forward and Ms. Heath thought that the TGM could affect how street conditions were addressed and that they had re-designated a street as a local street instead of a collector. She added that it could affect the costs as more money would be spent to make downtown streets safer.

Councilor McConnell asked to clarify about the written testimony and Ms. Heath said that she would follow up with how the council directs. Mayor Smith stressed the need to consider staff capacity when responding to testimony.

Mr. Anderson said that he was supportive of the ordinance and thought the roads needed to be maintained. He was thankful that the City had been conservative with its fees and thought the schedule was fair.

Ms. Heath noted that annual review was built into the ordinance and that the council could make the decision to reduce the fee if the staff is successful in achieving grants. She noted that the fee may need to be increased if the cost of maintaining roads rose.

Mayor Smith closed the public hearing at 7:44 P.M.

Mayor Smith stressed that they did not like to impose more fees or increase taxes and they tried to be considerate to businesses and low-income residents.

MOTION: Councilor Blain moved, Councilor Fox seconded a motion to adopt Ordinance A-252, an ordinance adopting a transportation utility fee for the City of Coburg. Motion passed unanimously.

3. Public Hearing

RESOLUTION 2021-16 A RESOLUTION ESTABLISHING A TRANSPORTATION UTILITY FEE RATE SCHEDULE FOR THE USERS AND USE OF THE COBURG MUNICIPAL STREET SYSTEM

Mayor Smith opened the public hearing at 7:48 P.M.

Ms. Heath shared that this resolution worked hand-in-hand with the ordinance and that the fees could be updated annually by resolution. She shared that the council had discussed possible changes namely dealing with fraternal organizations which gave back to the community and recommended a change to the schedule to add a line for fraternal organizations with a revenue below \$25,000 a flat fee of \$10 and for fraternal organizations higher than \$25,000 to have a flat fee plus \$.27 per trip. She noted that the other fees had not changed.

Councilor Blain asked if fraternal organizations included religious places and Ms. Heath answered no. She added that every fee was based on associated trips and there was a separate schedule for churches.

Mayor Smith closed the public hearing at 7:52 P.M.

MOTION: Councilor Bell moved, Councilor Alexander seconded a motion to adopt resolution 2021-16 a resolution establishing a transportation utility fee rate schedule for the users and use of the Coburg municipal street system. Motion passed unanimously.

4. ORDINANCE A-163-S AN ORDINANCE ADOPTING THE OREGON CRIMINAL CODE, OREGON UNIFORM CONTROLLED SUBSTANCES ACT, OREGON LIQUOR CONTROL ACT, AND THE OREGON MOTOR VEHICLE CODE; REPEALING ORDINANCE A-163-R.

Chief Larson explained that this ordinance allowed police to cite crimes and violations into the Coburg municipal court.

Mayor Smith noted that the first reading of this was held on June 8, 2021.

MOTION: Councilor Alexander moved, Councilor Blain seconded a motion to adopt Ordinance A-163-S an ordinance adopting the Oregon criminal code, Oregon uniform controlled substances act, Oregon liquor control act, and the Oregon motor vehicle code; repealing ordinance A-163-R. Motion passed unanimously.

5. RESOLUTION 2021-14 A RESOLUTION IN SUPPORT OF AN APPLICATION TO THE STATE OF OREGON'S TRANSPORTATION AND GROWTH MANAGEMENT PROGRAM TO ASSIST WITH UPDATING AND ALIGNING THE CITY'S TRANSPORTATION SYSTEM PLAN

Ms. Winner shared that staff was seeking approval of a resolution in support of an application to the TGM grant.

Mayor Smith asked when they would hear about the results of this but Ms. Winner was not sure.

MOTION: Councilor McConnell moved, Councilor Alexander seconded a motion to approve Resolution **2021-14** a resolution in support of an application to the state of Oregon's transportation and growth management program to assist with updating and aligning the City's transportation system plan. Motion passed unanimously.

6. RESOLUTION 2021-15 A RESOLUTION TO INITIATE A COMPREHENSIVE PLAN AMENDMENT TO THE COBURG COMPREHENSIVE PLAN TO (AMEND OR DELETE) POLICY 6 OF GOAL 14.

Ms. Winner explained that this tied into the work session discussion on transportation and asked for approval of a resolution to initiate a comp plan amendment. She shared that the first option was to amend policy 6 which would add wording to the language of the policy and the second option was to delete it entirely.

Mr. Darnielle said that legal council recommended option 1 and explained that if annexation was consistent with the comprehensive plan you did not have to make findings but if annexation were not consistent with the comprehensive plan it would create a headache and issues that should not arise during a simple annexation process. He recommended modifying the policy specifying the extra urban growth boundary exceptions you wanted to include and then running it by DLCDC making sure they were comfortable with the language.

Ms. Heath explained that this was brought about by a problem with E Van Duyn being a county road which was adjacent to the urban growth boundary for industrial lands. They had very clear expectations about how the road would be built but they were unable to implement them as they didn't have jurisdiction of the road but Ms. Heath said the county suggested they take jurisdiction of the road. She said they had looked at multiple options and had worked out a process with their regional partners which involved amending the comprehensive plan to allow for the annexation of a right of way which was adjacent to the urban growth boundary and then the City could then take jurisdiction of the road and designate the design of the road.

Councilor McConnell asked if there could be any drawbacks of this and Ms. Heath explained that this was a step in fixing an issue that was overlooked.

MOTION: Councilor Alexander moved, Councilor Fox seconded a motion to adopt Resolution **2021-15** a resolution to initiate a comprehensive plan amendment to the Coburg comprehensive plan to (amend or delete) policy 6 of goal 14. Motion passed unanimously.

COUNCIL ACTION ITEMS

7. Intergovernmental Agreement with City of Cottage Grove for Building Permit Program Services Addendum 1

Ms. Winner explained that this addendum was to more accurately assess costs. She shared that Cottage Grove served two other cities and explained that Coburg currently pays 15%, Creswell pays 15%, Veneta pays 20%, and Cottage Grove pays 50% of the program based on use.

Councilor Fox asked how the relationship with Cottage Grove was and Ms. Winner said she could not speak more highly of the relationship, noting that they were easy to communicate with and helpful. Ms. Heath added they were a highly professional organization.

MOTION: Councilor Fox moved, Councilor Alexander seconded a motion to approve the Intergovernmental Agreement with City of Cottage Grove for Building Permit Program Services

Addendum 1. Motion passed unanimously.

8. Grant Funds Acceptance from Cascade West Economic Development Districts

Ms. Winner explained that the funding was in the amount of \$7,277 to purchase new appliances for the IOOF kitchen. She noted this was CARES Act money for resilience and recovery. She added that appliances have not been ordered yet and measurements needed to be taken in order to find the best investment.

Councilor McConnell asked if this would make the IOOF kitchen compliant to be rented out and Ms. Winner said work was still needed regarding health regulations.

MOTION: Councilor Bell moved, Councilor Alexander seconded a motion to accept grant funds from Cascade West Economic Development Districts. Motion passed unanimously.

ADMINISTRATIVE INFORMATION REPORTS

9. Finance Written Update

Mr. Gaines shared that they would like to see revenues at 92% but that this was not the case as revenues were often about a month behind. He noted that revenues were \$1.13 million higher than last year as a water project reimbursement and small city allotment grant for street work which inflated this value. He added that taxes through June 31st was approximately \$92,600 higher than last year. Mr. Gaines said that expenses were higher mainly due to the water project, which they were reimbursed for. He noted expenditure was 5% over revenue but that the gap would close soon as revenues were collected.

Councilor Fox asked by what percentage the budget was exceeded but Mr. Gaines did not have that number available.

10. Administration Monthly Report

Ms. Heath shared that the water project was coming along and that they would be meeting with Premier RV the next day regarding potable water. She said an emergency could be declared for this to get a pipeline to them as fast as possible.

Mayor Smith asked what the timeline was on the water project and Ms. Heath explained that it was behind due to Covid and there was trouble getting through review processes. She said they had applied for an extension to make sure there was enough time to complete it.

Ms. Heath shared that Ms. Winner had been promoted to the Staff Planning Position. Ms. Heath wished to welcome Sara Dean to the administrative staff and shared that she had hired an economic development position.

Ms. Heath noted that they had received final version of the American Rescue Plan and how the money could be spent. She explained that it could be used to provide grants or loans for local businesses and to develop community housing and infrastructure for water, sewer, and broadband.

Ms. Heath gave an update on the alley vacation, explaining that the property owners had not been able to come to a decision and the request was to clear the alley so it could be used meaning the encroaching owners would have to move their property.

Mr. Harmon mentioned fines being levied due to permit violations at the wastewater treatment plant and said there was a meeting on August 10th to negotiate lowering fines. He explained that these were chlorine level violations due to the way the plant was designed. Councilor Fox asked what the extent of the fines were and Mr. Harmon answered \$4,200.

COUNCIL COMMENTS

Councilor Fox shared that the concert in the park had been a rousing success.

Councilor Alexander wished for the council to attend the police department training presentation.

Mr. Harmon wanted to hold a work session regarding wastewater related issues and hoped to set a tour for the council of the wastewater plant.

Ms. Heath shared that the City would partner to bring back the block party tentatively set for Friday September 17th.

UPCOMING AGENDA ITEMS

Franchise for Fiber Optics Telecommunication
Security System Update Contract
City of Springfield IGA Jail Bed

FUTURE MEETINGS

July 28	Finance Audit Committee
July 29	Code Review Ad-Hoc
August 10	City Council

ADJOURNMENT

Hearing no further discussion, Mayor Smith adjourned the meeting at 8:56 P.M.

APPROVED by the Coburg City Council on this xx day of xx 2021.

Ray Smith, Mayor of Coburg

ATTEST:

Sammy L. Egbert, City Recorder

DRAFT



MINUTES

Coburg City Council Meeting

August 10, 2021 7:00 P.M.

Coburg City Hall

91136 N Willamette Street

MEMBERS PRESENT: Mayor Ray Smith, Kyle Blain, Markus Alexander, John Fox, John Lehmann, Nancy Bell.

MEMBERS ABSENT: Patty McConnell.

STAFF PRESENT: Sammy Egbert, City Recorder; Anne Heath, City Administrator; Brian Harmon, Public Works; Megan Winner, Planning and Economic Development; Gary Darnielle, City Attorney; Tim Gaines, Finance Director.

RECORDED BY: Jayson Hayden, Lane Council of Governments (LCOG).

CALL TO ORDER

Mayor Smith called the meeting to order at 7:00 P.M.

PLEDGE OF ALLEGIANCE

Mayor Smith led the pledge of allegiance.

ROLL CALL

Ms. Egbert took roll and a quorum was present.

MAYOR COMMENTS

Mayor Smith explained that the Governor had posted an order for mask mandates on indoor meetings.

CITIZEN TESTIMONY

Mayor Smith introduced local citizen Brad Welk at mailing address P.O. Box 220 Cottage Grove OR. He said he was happy to be part of the City of Coburg and offered to answer questions from the council. In response to inquiry from Councilor Lehmann Mr. Welk shared that his family owned 1.3 acres property with above ground tanks and several buildings.

There was no written testimony.

SPECIAL GUEST(s)

Travis Huff and Steven Romanoff with La Jolla Cove Investors.

Mr. Huff explained that they had transferred title of 3310 Van Duyn to the Umpqua tribe which would bring in an excess of \$1 million per year in tax revenue to the City of Coburg. He said they had paid over \$269,000 in property taxes during the time they owned it and shortly after they took title they had paid \$187,000 and that the prior owner had not paid their taxes and accrued a significant amount of back taxes. He said they had demonstrated a track record of paying taxes when they were due without delay. When they sold the property they were told there were special assessments of \$119,000 including over \$40,000 in interest which they were not told about when they took the land. Mr. Huff said they would have paid this amount had they know about it when they bought the land. Mr. Huff was asking the council for forgiveness of this amount.

Councilor Fox asked if the title company wasn't responsible for sharing this information when the property was purchased and Mr. Huff responded that the taxes were not on the federal report. He added that there was a title defect at the time and they received a rebate of approximately \$80,000.

Councilor Lehmann asked what period of time the interest was first accrued and Mr. Huff said it began accruing December 1st 2015. Councilor Lehmann asked and Mr. Huff confirmed that they did not receive any notification of the accrual of interest.

Councilor Blain asked if Fidelity Title had issued them title insurance when they purchased the property and Mr. Huff responded yes. Councilor asked if Mr. Huff thought they should have seen this and Mr. Huff answered yes, and that they had filed a title claim. Mr. Huff wanted for Fidelity to acknowledge they made an error and make them whole. Mr. Huff suggested that the City contact future property owners of interest being accrued.

Mayor Smith thought that the City had done its work on this matter by filing a lien against the property. He agreed with Councilor Blain that Fidelity Title should be looking at the issue. Ms. Heath added that the City had a long history of attempting to contact but had gotten no response.

Councilor Fox agreed with focusing on Fidelity Title as they had made the mistake and asked what the reason for the rebate was. Mr. Huff answered that they had missed a different tax lien that Fidelity had missed when they took control of the property.

Councilor Lehmann said there were always disclosure statements unless they were waived which would include any liens or judgements and asked if Mr. Huff had ever asked for the disclosure statements. Mr. Huff did not remember.

Councilor Blain asked if they had looked into possible legal ramifications of the prior owners not disclosing this and Mr. Huff responded no, that they were bankrupt and it was not worth pursuing.

Mr. Huff hoped for some understanding and a reduction in the amount owed.

Mayor Smith suggested that they pursue avenues with the title company and come back later for discussion and the Council agreed.

ORDINANCES AND RESOLUTIONS

1. Public Hearing | First Reading

ORDINANCE A-253 AN ORDINANCE GRANTING DOUGLAS SERVICES, INC., LOCALLY KNOW AS DOUGLAS FASTNET (DFN), A NON-EXCLUSIVE FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF FIBER OPTICS TELECOMMUNICATIONS SYSTEM

Mayor Smith opened the public hearing at 7:37 P.M.

Ms. Heath explained that this was similar to other franchise agreements they hold with other companies to install fiber to the community. She said that Coburg belonged to the fiber consortium and there had been long discussion to make this happen.

Councilor Lehmann asked what the time scope of the project was to get high speed internet to every house. Mr. Todd explained that underground neighborhoods would take 3-4 years as there was a large demand for broadband that made it harder to get material to build but that aerial would be much quicker.

Councilor Fox asked what percent of Coburg was underground and Ms. Heath responded that most of the old neighborhoods were overhead and they were still trying to determine how much underground was in certain areas. She added that new neighborhoods required empty conduit to be placed.

Councilor Lehmann asked how they prioritized which properties would get access first and Mr. Todd answered overhead neighborhoods would be first and then underground with existing conduit.

Councilor Blain asked what the process was for managing individual units and Mr. Todd said lines could be split up to 32 times.

Councilor Alexander asked how much benefit this provided and Mr. Todd said it depended on the needs and said that fiber was the most future-proof and lowest latency technology out there.

Councilor Fox asked if the cost would be comparable and Mr. Todd said the cost may not go down but the speed would continually go up.

Mayor Smith asked how much demand from businesses there was and Mr. Todd explained that speed was only one component and that this was only one service they provided.

Mayor Smith closed the public hearing at 7:45 P.M.

2. Public Hearing

RESOLUTION 2021-19 A RESOLUTION ADOPTING ADMINISTRATIVE SURCHARGES, ADMINISTRATIVE FEES, PLANNING AND DEVELOPMENT CHARGES INCLUDED IN 2021 FEE SCHEDULE

Mayor Smith opened the public hearing at 7:45 P.M.

Tim Gaines explained that they were reviewing the fee schedule for the City and adding one SDC financing fee. He said the amount of \$1500 was based on actual staff time including setting up financing and recording with the county and the legal review. He explained that they had cleaned up the fee schedule and moved some things around and changed a couple things to reflect flexibility based on actual staff time so they weren't overcharging.

Councilor Fox asked if they went from a flat fee of \$2700 to a range and Mr. Gaines responded yes, based on actual time needed to do each project.

Mayor Smith closed the public hearing at 7:50 P.M.

MOTION: Councilor Blain moved, Councilor Fox seconded a motion to adopt RESOLUTION **2021-19** A RESOLUTION ADOPTING ADMINISTRATIVE SURCHARGES, ADMINISTRATIVE FEES, PLANNING AND DEVELOPMENT CHARGES INCLUDED IN 2021 FEE SCHEDULE. Motion passed unanimously.

3. RESOLUTION 2021-17 A RESOLUTION DECLARING THE PROPERTY LISTED BELOW AS SURPLUS PROPERTY AND AUTHORIZING IT TO BE TRANSFERRED TO ANOTHER PUBLIC AGENCY

Chief Larson explained that a 2009 Crown Victoria police car was surplus and had been driven hard. He wanted to cycle the car out and donate it to the Oak Ridge Police Department, which had been done in the past. He added that this would save money because they did not have to retrofit it and just had to de-stripe it.

Councilor Lehmann asked what this money would be used for but Chief Larson was not sure.

MOTION: Councilor Bell moved, Councilor Lehmann seconded a motion to adopt RESOLUTION **2021-17** A RESOLUTION DECLARING THE PROPERTY LISTED BELOW AS SURPLUS PROPERTY AND AUTHORIZING IT TO BE TRANSFERRED TO ANOTHER PUBLIC AGENCY. Motion passed unanimously.

4. RESOLUTION 2021-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COBURG ADOPTING A POLICY FOR APPROVAL AND ACCEPTANCE OF DONATIONS, MEMORIALS, AND PUBLIC IMPROVEMENTS PLACE UPON PUBLIC SPACE

Brian Harmon explained that this was a policy in the making which helped ensure there was a mechanism in place to evaluate what and where anything donated could be placed in public and open spaces including anything from benches, trees, play equipment, art, and funds.

Mayor Smith said this was important as the City had issues with unwanted things being donated and this gave ownership to the citizens to give input when putting things in public spaces.

MOTION: Councilor Blain moved, Councilor Fox seconded a motion to adopt RESOLUTION **2021-18** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COBURG ADOPTING A POLICY FOR APPROVAL AND ACCEPTANCE OF DONATIONS, MEMORIALS, AND PUBLIC IMPROVEMENTS PLACE UPON PUBLIC SPACE. Motion passed unanimously.

COUNCIL ACTION ITEMS

5. Security Monster Contract

Mr. Gaines explained that this was to upgrade the current security access and surveillance. He said the current system was running on Windows 7 which is no longer supported by Microsoft. He and Chief Larson thought the service would really benefit the City.

Councilor Lehmann thought that the previous upgrade 5 years ago would last longer and asked if this would be anticipated to last longer. Mr. Gaines was not sure but said that one goal was to move forward with security on remote sites and wanted it to last as long as possible.

Councilor Bell asked if they had talked to current Monster customers and Mr. Gaines responded yes. He said it was a local company and that they were trying to recycle hardware where they could. Mr. Gaines added that one reference was from the Eugene Police Department.

MOTION: Councilor Bell moved, Councilor Blain seconded a motion to approve a contract with City Hall Security Access and surveillance with Security Monster. Motion passed unanimously.

6. Finance Audit Committee Member Appointments

Mr. Gaines explained that three members were expiring on June 30th and hoped to reappoint all of them. He added that they were currently recruiting for a fourth member who had left the area.

MOTION: Councilor Fox moved, Councilor Alexander seconded a motion to recommend the Mayor appoint Cathy Engebretson, Colleen Marshall, and Terry Dawson to the Finance Audit Committee for a 2 year term expiring June 2023 as recommended by the Finance Audit Committee. Motion passed unanimously.

7. Alley Analysis Added To Staff Work Plan

Ms. Heath explained that staff had done surveys on one particular alley and contacted the owners to invite them to apply for vacation but that there was disagreement within the neighborhood about whether this should happen. She said staff had realized that this was not an effective way and that the encroaching building had actually been permitted in the 1970s but would not be a legal structure today. She noted that this would not be a cost effective way to attack every alley and recommended that they add it to the work plan and appoint a committee or group to work on this. Ms. Heath suggested that moving the alleys into one project and surveying them at the same time would be much more cost effective. She explained there were many complications due to the history of different agencies managing planning, different codes, and changes in historical mapping and recommended for the Council to address this.

Councilor Lehmann asked if the structure would be considered illegal today even though it was permitted in the 1970s and Gary Darnielle said it could probably be considered nonconforming use and could proceed as it is but couldn't expand. He said that when faced with this some cities had added onto existing ordinance and could legally force the owners to move the structure over a period of time. Mayor Smith said this was part of the work they wanted to do with other issues throughout the City and wanted to put this into a work plan and appoint a councilor or two to address this.

MOTION: Councilor Blain moved, Councilor Fox seconded a motion to approve the alley analysis being added to the staff work plan. Motion passed unanimously.

ADMINISTRATIVE INFORMATION REPORTS

8. Citizen Inquiry Quarterly Report

Mayor Smith asked if action taken was still pending and Ms. Egbert answered that they were all closed.

Mayor Smith said they got a lot of citizens inquiry and noted that this was not a complaint form but was a great way for staff to deal with issues.

9. Administration Monthly Report

Mayor Smith said that the ODOT tour they had went very well and thought that the County worked well with the different agencies in achieving transportation goals.

COUNCIL COMMENTS

Councilor Lehmann shared concerns about the crosswalk flags and said he had seen a child grab one of the flags. He said a couple citizens had asked when the City approved this. He suggested a sign or flashing lights and asked if they needed to approve this.

Councilor Bell said that with designated crosswalks it was the driver's responsibility to stop when someone was in the crosswalk and believed they may need to acknowledge that this was gifted anonymously.

Ms. Heath said they had contact with Lane county transportation and were aware of the risks. She offered to check to see if the City had legal responsibility.

Councilor Lehmann asked if the dead trees in the right of way would be replaced this fall and Mr. Harmon said that they were not actually dead and he had no plan right now to replant in those areas. Mr. Harmon added that he planned to put concrete over those spots.

Councilor McConnell asked about the no parking areas for the New Coburg Inn and outside Chiefs, noting that big rigs took up one lane of the road and that there were a couple accidents already there. Mr. Harmon said he had a meeting scheduled with the owner of Coburg Inn to look at placing a sign there. Councilor McConnell suggested diagonal parking or compact parking only and Mr. Harmon agreed.

Councilor Fox asked if the special guest had contacted the City about their goals and aspirations and Ms. Heath said yes, and noted that some of their ideas did not fit the zoning code. She said they had discussed a travel center, a hotel, and a dealership.

ADJOURNMENT

Hearing no further discussion, Mayor Smith adjourned the meeting at 8:49 P.M.

APPROVED by the Coburg City Council on this 14th day of September 2021.

Ray Smith, Mayor of Coburg

ATTEST:

Sammy L. Egbert, City Recorder



COBURG CITY COUNCIL ISSUE ITEM

TOPIC: Ordinance A-253, An Ordinance for the Franchise with Douglas Services Inc. (DFN) for Fiber-Based Services for Future Broadband

Meeting Date: September 14, 2021
Staff Contact: Anne Heath, City Administrator
Contact: 541-682-7871, anne.heath@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Second reading of Ordinance A-253

An ordinance granting to Douglas Services Inc. (DFN), a non-exclusive franchise for the construction, operation and maintenance of a fiber optics telecommunications system; to occupy city right-of-way; and to provide fiber based services in the City of Coburg, Oregon

Suggested Motion: *I move that we adopt Ordinance A-253, an Ordinance allowing for the Franchise with Douglas Services Inc. (DFN) for Fiber Based Services Future Broadband.*

COUNCIL GOALS

Livability, Health and Vitality
Utilities, Equipment and Infrastructure
Economic Development

BACKGROUND

This is the second reading of this Ordinance. The first reading was held on August 10, 2021.

To use the Rights-of-Way (ROW) in Coburg, a telecommunications company is required to acquire a franchise. Douglas Services, Inc., locally known as Douglas Fastnet (DFN), which is establishing itself in Coburg to provide broadband services in the City of Coburg, would like to obtain a franchise so that it can do so.

DFN has leased dark fiber from the Lane County Fiber Consortium with the intention of bringing high speed fiber services to Coburg. This service can be provided to Coburg citizens and businesses as infrastructure is built and can be installed in neighborhoods and business areas.

ANALYSIS

Much of this is a standard franchise, similar to others in Coburg and similar to the ordinances that they have acquired in other small cities in Lane County.

RECOMMENDATION AND ALTERNATIVES

Staff recommends adoption of the franchise.

The alternatives for the Council would include:

1. Take no action. If the Council chooses this step, DFN will not be able to expand its services to the City of Coburg.
 2. Adopt the franchise as proposed.
-

BUDGET / FINANCIAL IMPACT

The City could choose to partner with DFN in order to make services available to areas of the town that might not have infrastructure in place to support a quick installation. This could include working with regional partners to ensure access to non-city streets, purchase of conduit, and/or applying for additional funding in a private/public partnership in order to support the services becoming available to the community quickly. American Recovery Act funds are approved to be used for this type of expense and so could be allocated if it becomes necessary.

PUBLIC INVOLVEMENT

The public involvement will come with the public hearing held as a part of the second reading in September.

NEXT STEPS

DFN will begin infrastructure updates to bring their service to Coburg.

ATTACHMENTS:

Draft Ordinance A-253

REVIEWED

Gary Darnielle, City Attorney

ORDINANCE A-253

AN ORDINANCE GRANTING DOUGLAS SERVICES, INC., LOCALLY KNOWN AS DOUGLAS FASTNET (DFN), A NON-EXCLUSIVE FRANCHISE FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF A FIBER OPTICS TELECOMMUNICATIONS SYSTEM.

This Franchise ("Franchise") is between the CITY of COBURG, OREGON, hereinafter referred to as the "Grantor" and DOUGLAS SERVICES, INC., locally known as DOUGLAS FAST NET, hereinafter referred to as the "Grantee."

THE CITY COUNCIL OF THE CITY OF COBURG FINDS THAT:

WHEREAS, the Grantee has applied to the City for permission to use certain streets and public right-of-way for the placement of a Fiber Optics Telecommunication System under, in, along, over and across certain streets and public right-of-way in the City; and the City Council has the authority to grant franchises for the use of its right-of-way.

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a fiber optics telecommunication system on the terms set forth herein; now therefore

NOW THEREFORE, THE CITY OF COBURG ORDAINS AS FOLLOWS:

SECTION 1 Definition of Terms

11 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them as set forth below. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Fiber Optics Telecommunication System" or "Fiber System" means an interstate network of fiber optic cables and all related property including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for transmitting high speed voice, data and (for such applications as teleconferencing) video signals in connection with a long-distance Telecommunications system or systems. The authority granted by this Franchise to use the streets and public ways does not authorize the use of the Fiber Optics Telecommunication System or fiber optic cable for operating a cable television system, nor authorize Grantee to operate as a cable operator as those terms are defined in the Telecommunications Act of 1934

as amended, state law, or the City Code. The authority granted by this Franchise does not authorize the use of the streets and public ways for an open video system as defined in the Telecommunications Act of 1996 or as defined or authorized by the FCC.

- B. "Council" shall mean the governing body of the Grantor.
- C. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- D. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Fiber Optics Telecommunication System along the public ways within the Service Area.
- E. "Gross Revenue" shall mean any and all revenue, of any kind, nature or form, without deduction for expense of whatsoever nature, of Grantee and any affiliates of the Grantee derived from the operation of the Fiber System. Grantee may deduct uncollectible amounts from customers within the corporate limits of City from these gross revenues, unless and until full or partial collection is made. Gross revenue does not include taxes, fees or assessments of general applicability required by law to be collected from subscribers for pass-through to a government agency, or revenue paid directly by the United States of America or any of its agencies, nor does it include credits, refunds and deposits paid to Subscribers. Franchise fees are not fees required by law to be collected from subscribers. Grantor acknowledges and agrees that Grantee maintains its books and records in accordance with generally accepted accounting principles. Any net uncollectables, bad debts, or other accrued amounts deducted from Gross Revenues shall be included in Gross Receipts at such time as they are actually collected.
- F. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- G. "Service Area" shall mean the geographic boundaries of the Fiber System and shall include any additions thereto by extension of service, annexation or by other legal means, subject to the exception in Section 6 hereto.
- H. "State" shall mean the State of Oregon.
- I. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall

entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Fiber System.

- J. "Subscriber" shall mean any Person lawfully receiving Fiber Service from the Grantee.
- K. "Telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities' uses.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee, its successors and assigns as authorized herein, a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the City's Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Fiber System.

2.2 Term and Termination. The Franchise and the rights, privileges and authority hereby granted shall be for a term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.10. Renewal discussion will be initiated in accordance with applicable law.

Upon termination or expiration of the Franchise, if not further renewed, Grantee shall, within one hundred and eighty days (180), remove all its facilities from the Grantor's Streets. During such period, Grantee shall remit to the Grantor any payments due under this Franchise, as if this Franchise were in full force and effect. Should the Grantee fail to remove its facilities within such one-hundred-eighty-day period, the Grantor may do so, and the Grantee shall immediately remit to the Grantor the costs of such removal.

2.3 Police Powers and Conflicts with Franchise. Nothing in this Franchise limits the Grantor's right to exercise its police powers by adopting ordinances necessary for the public's health, safety and general welfare. The Grantee agrees to comply with the terms of any such ordinance adopted subsequent to the adoption of this Ordinance. In the event of any conflict between this Franchise and any such ordinance adopted as an exercise of police powers, Grantee and Grantor agree to a timely negotiation in good faith of modifications to this Ordinance to accommodate these changes in law. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

SECTION 3

Franchise Renewal

- 3.1 Procedures for Renewal.** In the event the parties are actively negotiating in good faith for a new Franchise or an amendment to this Franchise upon the termination date of this Franchise, the parties by written mutual agreement may extend the termination date of this Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Franchise and not as a new Franchise or amendment.

SECTION 4 **Indemnification and Insurance**

- 4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Fiber System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Fiber System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Fiber System.

- 4.2 Insurance.** The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits Commercial
General Liability	\$2,000,000 per occurrence, Combined Single Limit (C.S.L.) \$3,000,000 General Aggregate
Auto Liability including coverage on \$1,000,000 per occurrence C.S.L. all owned, non-owned hired autos Umbrella Liability	
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- A. The Grantor shall be added as an additional insured, arising out of work performed by DFN, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- B. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

- 4.3 **Evidence Required.** Within thirty (30) days of the effective date of this Franchise, the Grantee shall provide the City with a certificate of Insurance executed by an authorized representative of the insurer or insurers, evidencing that Grantee insurance complies with this section.

SECTION 5

Service Obligations

- 5.1 **No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, age or sex.
- 5.2 **Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in State or Federal law.

SECTION 6

Service Availability

- 6.1 **Service Area.** The Grantee shall make Fiber Service distributed over the Fiber Optics Telecommunication System available to every residence within the corporate boundaries of the Grantor where there is a minimum density of at least thirty (30) residences per linear strand mile of cable as measured from Grantee's closest trunk line or distribution cable that is actively delivering Fiber Service as of the date of such request for service. If such residence is located within one hundred fifty (150) feet of Grantee's feeder service, the Fiber Service will be provided at Grantee's published rate for standard installations. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Fiber System into any portion of the corporate boundaries of the Grantor where another operator is providing Fiber Service and into any area which is not contiguous to the present Service Area of the Grantee. Grantee need not make an extension to any area which is financially or technically infeasible, if it provides documentation substantiating such infeasibility to Grantor. Fiber Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Fiber Service is provided. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.
- 6.2 **Subscriber Charges for Extensions of the Fiber System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Fiber System to Subscribers

in that area if the Subscribers are willing to share the capital costs of extending the Fiber System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Fiber System from the tap to the residence.

- 6.3 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.
- 6.4 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Fiber Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the corporate boundaries of the Grantor. Any identified Subscriber addresses shall be included in Grantee's franchise fee calculations within ninety (90) days after receipt of the annexation notice, which shall include the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall include the identified Subscriber addresses in the franchise fee calculations within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.5. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

- 7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with the National Electric Safety Code.
- 7.2 Construction Standards and Requirements.** All of the Grantee's plant and equipment,

including but not limited to the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, fiber, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

- 7.3 **Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.
- 7.4 **Network Technical Requirements.** The Fiber System shall be designed, constructed and operated so as to meet any technical standards adopted by the FCC relating to Fiber Systems as may be amended from time to time, regardless of the transmission technology utilized.
- 7.5 **Performance Monitoring.** Grantee shall test the Fiber System consistent with the FCC regulations.
- 7.6 **Right to Inspect Construction.** The Grantor or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to the management of the Grantor's Streets.

SECTION 8

Conditions on Street Occupancy

- 8.1 **General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.
- 8.2 **Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of fiber underground or the movement of fiber, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.
- 8.3 **Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any

Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Fiber System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area.

- 8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.
- 8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to City Streets, or adjacent private property, as a result of its operation, construction, or maintenance of the Fiber System to a condition reasonably comparable to the condition of the Streets or adjacent private property immediately prior to such damage or disturbance.
- 8.6 Removal in Emergency.** Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.
- 8.7 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.
- 8.8 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor. Grantee shall be responsible for any costs associated with these obligations to the same extent that all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.
- 8.9 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from

the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

- 8.10 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.
- 8.11 No Limitation on Grantor Authority.** Except as provided in this Section, nothing in this Franchise shall in any way be construed or interpreted to prevent, or in any way limit, the Grantor from modifying or performing any work in its Streets, or granting other franchises for use of its Streets, or of adopting general ordinances regulating use of or activities in its Streets, or of otherwise abrogating or limiting any rights, privileges or property interest the City now has in its Streets, whether now owned or hereinafter acquired.

SECTION 9

Service and Rates

- 9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.
- 9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases or other substantive service changes.
- 9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.
- 9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Fiber Service insofar as their financial and other obligations to the Grantee are satisfied. However, notwithstanding anything to the contrary, Grantee may discontinue or refuse to provide Fiber Service to any person that is abusive and/or exhibits threatening behavior toward the Grantee's employees or representatives.

SECTION 10

Franchise Fee

- 10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law, Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.
- 10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.
- 10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.
- 10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11 **Transfer of Franchise**

- 11.1 Franchise Transfer.** This Franchise shall not be sold, leased, assigned or otherwise transferred, nor shall any of the rights or privileges herein granted or authorized be leased, assigned, mortgaged, sold or transferred, either in whole or in part, nor shall title hereto, either legal or equitable, or any right, interest or property herein, pass to or vest in any person, except the Grantee, either by act of the Grantee or by operation of law, without the consent of the Grantor, expressed in writing, such consent not to be unreasonably withheld. If the Grantee wishes to transfer this Franchise, the Grantee shall give Grantor written notice of the proposed transfer and shall require consent of the transfer by the Grantor. The granting of such consent in one instance shall not render unnecessary any subsequent consent in another instance.

Any transfer of ownership effected without the written consent of the Grantor shall render this Franchise subject to revocation. The Grantor shall have 60 days to act upon

any request for approval of a transfer. If the Grantor fails to render a final decision on the request within 60 days, the request shall be deemed granted unless the Grantee and the Grantor agree to an extension of time.

The Grantee, upon any transfer as heretofore described, shall within sixty (60) days thereafter file with the Grantor a certified statement evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions contained in this Franchise.

Every such transfer as heretofore described, whether voluntary or involuntary, shall be deemed void and of no effect unless Grantee shall, within sixty (60) days after the same shall have been made, file such certified copy as is required.

The requirements of this section shall not be deemed to prohibit the use of the Grantee's property as collateral for security in financing the construction or acquisition of all or part of a telecommunications system of the Grantee or any affiliate of the Grantee. However, the telecommunications system franchised hereunder, including portions thereof used as collateral, shall at all times continue to be subject to the provisions of this Franchise.

The requirements of this section shall not be deemed to prohibit the sale of tangible assets of the Grantee in the ordinary conduct of the Grantee's business without the consent of the Grantor. The requirements of this section shall not be deemed to prohibit, without the consent of the Grantor, a transfer to a transferee whose primary business is telecommunications system operation and having a majority of its beneficial ownership held by the Grantee, a parent of the Grantee, or an affiliate, a majority of whose beneficial ownership is held by a parent of the Grantee.

SECTION 12

Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Fiber Service, which record shall be maintained for one year.
- B. A full and complete set of plans, records and strand maps showing the location of the Fiber System.

- 12.3 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at Grantee's local office or another mutually agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. The Grantor agrees to protect from disclosure to third parties, to the maximum extent allowed by Oregon law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created by using information obtained pursuant to the exercise of its rights hereunder. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.
- 12.4 Right to Perform Franchisee Fee Audit or Review.** In addition to all rights granted under Section 12 of this Ordinance, the Grantor shall have the right to have performed, upon advance written notice of not less than 30 days, a formal audit or a professional review of the Grantee's books and records by an independent private auditor, for the sole purpose of determining the Gross Receipts of the Grantee generated through the provision of fiber optics telecommunication service under this Franchise and the accuracy of amounts paid as Franchise fees to the Grantor by the Grantee; provided, however, that any audit or review must be commenced not later than three (3) years after the date on which the franchise fees for any period being audited or reviewed were due. Any such audit or review shall be conducted during normal business hours. The cost of any such audit or review shall be borne by the Grantor, except that if it is established that the Grantee has made underpayment of five (5) percent or more of the total Franchise fees due during the year or years subject to the audit required by this Franchise, then the Grantee shall, within 30 days of being requested to do so by the Grantor, reimburse the Grantor for the full cost of the audit or review. The Grantor agrees to protect from disclosure to third parties, to the maximum extent allowed by Oregon law, any information obtained as a result of its rights pursuant to this Section, or any compilation or other derivative works created by using information obtained pursuant to the exercise of its rights hereunder.

SECTION 13

Enforcement or Revocation

- 13.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first make reasonable attempts to informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").
- 13.2 Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.
- 13.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Council shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.
- 13.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:
- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
 - B. Commence an action at law for monetary damages or seek other equitable relief; or
 - C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.
- 13.5 Revocation.**
- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set

forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

- B. At the hearing, the Council shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Council shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Council *de novo*. The Grantee may continue to operate the Fiber System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Fiber System from the Streets of the Grantor or abandon the Fiber System in place.

SECTION 14

Customer Rights and Protections

14.1 Customer Rights and Protections. Upon installing initial service, reconnecting a customer, and upon request thereafter Grantee must advise the customer of:

- A. The equipment and services currently available and the rates and charges which apply; and
- B. The amount of any deposit required by Grantee, if applicable, and the manner in which the deposit will be refunded; and
- C. The availability of parental controls, which shall be made available in accordance with federal law to each subscriber upon request and which shall enable parents or subscribers to control access to both the audio and/or video portions of any and all channels; and
- D. All current charges, rates, and fees, including but not limited to installation and reconnection fees, that may be applied to current or potential subscribers in the franchise area; and

- E. Any information relating to a contact for the franchise authority unless the Grantor requests otherwise in writing.

- 14.2 The information and statements required in Section 14.1 shall be available in writing upon request.

SECTION 15

Miscellaneous Provisions

- 15.1 **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Fiber System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
- 15.2 **Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.
- 15.3 **Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.
- 15.4 **Equal Protection.** The Grantee acknowledges and agrees that the Grantor may be required by federal law, and reserves the right, to grant one or more additional franchises to provide Fiber Service within the Service Area. If any other provider of Fiber Services is lawfully and expressly authorized by the Grantor to use the Streets to provide such services, and if the material obligations applicable to Grantee are more burdensome or less favorable than those imposed on any such competing provider (such determination to be made after good faith negotiations between Grantee and Grantor), then upon thirty (30) days prior written notice to the Grantor, the Grantee shall have the right to elect, to the extent consistent with applicable state and federal laws and orders and rules adopted pursuant thereto:
- A. To modify this Franchise to incorporate less burdensome or more favorable terms or conditions imposed by Grantor on a comparable provider; or

- B. To deem this Franchise expired thirty-six (36) months from the date of the above written notice; or
- C. To terminate this Franchise and take in its place the same franchise agreement of a competing provider of Fiber Services or video services authorized by the Grantor. The Grantor and the Grantee agree that any undertakings that relate to the renewal of the Grantee's Franchise with the Grantor shall be subject to the provisions of Section 626 of the Fiber Act or any such successor statute. Nothing in this Franchise shall impair the right of the Grantor or Grantee to seek other remedies available under law.

15.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Coburg, Oregon
City Administrator
91136 N. Willamette Street
Coburg, OR 97408
E-mail: anne.heath@ci.coburg.or.us

Grantee: Manager
Douglas Services Inc.
2350NW Aviation Dr.
Roseburg, OR 97470
E-Mail:

15.6 Public Notice. Any public meeting held relating to this Franchise or additional, similar franchises shall comply with the public meetings requirements of Oregon law. Grantee will be considered an interested party for any additional requests for franchises for Fiber Services.

15.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.8 Entire Agreement. The terms of this Franchise have been mutually negotiated by the Grantor and Grantee. This Franchise constitutes an agreement by the Grantor to grant permission to the Grantee to use the Grantor's rights of way subject to the terms and

conditions set forth herein. The Franchise terms and conditions set forth herein, including the Grantor's rights to protect the public's general welfare, subject to Section 2.3, constitute the entire agreement between Grantor and Grantee and supersedes all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.9 Administration of Franchise. Subject to Section 2.3, this Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee.

15.10 Effective Date. This Ordinance shall be effective 30 days after passage by the City Council. The Franchise granted herein will take effect and be in full force from the date of acceptance by Grantee recorded on the signature page of this Franchise, provided that the Grantor must receive a fully executed copy of the acceptance within thirty days of the date of acceptance. The initial term of this franchise shall expire ten (10) years from the Effective Date defined herein, subject to Section 2.2 of this franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

ADOPTED by the **City Council** of the **City of Coburg** this _____ day of _____, 2016, by a vote of _____ for and _____ against.

APPROVED by the Mayor of the City of Coburg this ____ day of _____, 2016.

Ray Smith, Mayor

ATTEST:

Sammy L. Egbert, City Recorder

Accepted this _____ day of _____, 2021, subject to applicable federal, State and local law.

Douglas Services Inc.

By:

Signature: _____

Ordinance No.



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Resolution 2021-20, A Resolution Adopting Amendments to the Salary and Classification Schedule for Fiscal Year 2021-22

Meeting Date: September 14, 2021
 Staff Contact: Tim Gaines, Finance Director
 Contact: 541-682-7870, tim.gaines@ci.coburg.or.us

CITY COUNCIL GOAL(S)

Goal 4. Fiscal Stewardship

REQUESTED COUNCIL ACTION

Consider adopting the amendments for the 2021-22 Salary and Classification Schedule

Suggested Motion; "I move to adopt Resolution 2021-20, amending the Salary and Classification Schedule for Fiscal year 2021-22"

BACKGROUND

In March of 2021 the City Council adopted the priority goals and work plan for the City of Coburg for fiscal year 2022. One of the work plan items was to complete a salary analysis.

The City moved forward to establish a contract with Local Government Personnel Institute to complete this work through Lane Council of Governments.

The final report was issued to the City in August of 2021. The following were the steps taken to complete the report and to make recommendations to Council:

1. Staff Leadership Team met to discuss comparative cities and entities for the report
2. All pertinent information was forwarded to contractor
3. Contractor provided a draft report to staff which the staff reviewed. Some cities had not provided information and the question was raised to either move forward with the information contained in the report, or to try to go back to the cities and ask them to provide information. The staff elected to take the time to gather the information from the comparative cities. This took additional time than expected and therefore delayed the final report.
4. When the final report was received it was provided to the staff for review

5. A comparative was done to the current salary schedule and the salary analysis report. The results of this analysis found the Coburg salaries were significantly lower than the region, and the comparative cities in most all of departments, but more significantly in some departments.
6. Staff completed an in-house analysis utilizing the Salary Analysis and made a recommendation to increase the overall salary scale by 15% in Court, Planning, Police, and Public works, and by 10% for administration.
7. Staff took the new scale and provided financial analysis as to the effects on the budget for the City over 5 years. An analysis on the utility accounts was also completed to find if this change would create a need to raise rates.
8. In addition, staff took the time to discuss changes that should be made to the scale at the time including renaming positions, creating new positions, and categorizing the scale by Department. New columns were also added to note positions that are eligible for On-call and Certification pay.
9. The recommended changes attempted to provide growth potential for every position at the City, and to bring salaries as close to regional standards as possible.
10. On August 31, 2021, the City Council held a work session and received the Salary Analysis report and all staff analysis.
11. After discussion the Council gave direction to move forward with the salary scale amendment as presented.

NEXT STEPS

1. After adoption of this Resolution the Finance Department will move all employees on to the new scale in the first pay period of October, 2021. This will result in a cost to the City as their will be payroll adjustments upwards for staff. Staff will be moved onto the scale either at Step 1 on the new scale, or as appropriated placed as possible given their position. In some instances, and when necessary, the City Administrator will make decisions to move an employee up more than one step in order to provide a reasonable adjustment to the salary of that employee.
2. Staff will prepare fund transfers to adjust the adopted budget for Fiscal Year 2021-22 at the appropriate time during the fiscal year and prior to the end of the fiscal year. These budget transfers will be approved by a separate resolution of the City Council and combined with any other budget adjustments needed for the fiscal year.

RECOMMENDATION AND ALTERNATIVES

Staff recommends the Council adopt Resolution 2021-20 amending the current salary scale.

The alternative will be for the Council to not adopt the resolution and the salary scale will remain the same.

BUDGET / FINANCIAL IMPACT

Pay and benefits are a principal City expense. Adjustments to pay and benefits can have a significant financial impact on the City. This decision will have a large impact on the Budget of the City and will compound for future years. It is anticipated that the cost to move all

employees to the new scale in the current year will be at a cost of approximately \$75,000 when considering employer costs and PERS expense.

PUBLIC INVOLVEMENT

No public involvement was included as part of this project

ATTACHMENTS

- A. Draft Resolution 2021-20
 - B. Draft Amended FY 2021-22 Pay Scales
-

REVIEWED THROUGH:

Anne Heath, City Administrator

RESOLUTION 2021-20

A RESOLUTION ADOPTING AMENDMENTS TO THE SALARY AND CLASSIFICATION SCHEDULE FOR FISCAL YEAR 2021-22

WHEREAS, In February of 2021 the Council adopted priority goals and a work plan which included conducting a salary analysis for all City positions; and

WHEREAS, the City of Coburg met in work session on August 31, 2021, and gave staff direction to amend the current salary scale based upon the information contained in the Salary Analysis; and

WHEREAS, the City Charter requires that City Council fix the amount of compensation for City officers and approve compensation plan for City Employees.

WHEREAS, the City's approved fiscal policy calls for adoption of the Salary Schedule by Resolution annually and adjusted periodically through a formal salary analysis; and

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

The amended Salary Schedule as presented is hereby adopted as the official Salary Schedule of the City of Coburg for Fiscal Year 2021-22.

Adopted by the **City Council** of the **City of Coburg**, Oregon by vote of ____ for and ____ against this 12th day of September, 2021.

Ray Smith, Mayor

ATTEST:

Sammy L. Egbert, City Recorder

Salary and Classification Schedule

Draft recommended Changes FOR ALL STAFF

																		Allowable Other		
*= Supervises Others	Step	1	2	3	4	5	6	7	8	9	10	11	12	13	14	Monthly Salaries			Cert	On-Call
Administration																				
City Adminstrator *		Negotiated Contract														Minimum	Mid	Maximum	# of Cert X 3%	1 paid for Eight Hrs
Finance Director		73,567	75,038	76,539	78,070	79,631	81,224	82,848	84,505	86,195	87,919	89,678	91,471	93,301	95,167					
Salary		35.37	36.08	36.80	37.53	38.28	39.05	39.83	40.63	41.44	42.27	43.11	43.98	44.86	45.75	6,131	7,031	7,931		
Accountant		21.05	21.47	21.90	22.34	22.78	23.24	23.70	24.18	24.66	25.15	25.66	26.17	26.69	27.23					
Hourly		43,781	44,657	45,550	46,461	47,390	48,338	49,305	50,291	51,296	52,322	53,369	54,436	55,525	56,635	3,648	4,184	4,720		
Assistant City Administrator *		73,567	75,038	76,539	78,070	79,631	81,224	82,848	84,505	86,195	87,919	89,678	91,471	93,301	95,167					
Salary		35.37	36.08	36.80	37.53	38.28	39.05	39.83	40.63	41.44	42.27	43.11	43.98	44.86	45.75	6,131	7,031	7,931		
City Recorder *		58,534	59,705	60,899	62,117	63,359	64,626	65,919	67,237	68,582	69,954	71,353	72,780	74,235	75,720					
Salary		28.14	28.70	29.28	29.86	30.46	31.07	31.69	32.33	32.97	33.63	34.30	34.99	35.69	36.40	4,878	5,594	6,310		
Utility Billing Specialist		20.63	21.05	21.47	21.90	22.33	22.78	23.24	23.70	24.18	24.66	25.15	25.66	26.17	26.69					
Hourly		42,918	43,776	44,652	45,545	46,456	47,385	48,333	49,299	50,285	51,291	52,317	53,363	54,430	55,519	3,577	4,102	4,627		
Administrative Specialist		18.39	18.76	19.13	19.52	19.91	20.30	20.71	21.12	21.55	21.98	22.42	22.86	23.32	23.79					
Hourly		38,250	39,015	39,795	40,591	41,403	42,231	43,076	43,937	44,816	45,712	46,627	47,559	48,510	49,480	3,188	3,656	4,123		
Administrative Assistant 2		17.76	18.12	18.48	18.85	19.23	19.61	20.00	20.40	20.81	21.23	21.65	22.08	22.53	22.98					
Hourly		36,944	37,683	38,437	39,205	39,989	40,789	41,605	42,437	43,286	44,151	45,035	45,935	46,854	47,791	3,079	3,531	3,983		
Administrative Assistant 1		16.74	17.07	17.42	17.76	18.12	18.48	18.85	19.23	19.61	20.01	20.41	20.81	21.23	21.65					
Hourly		34,819	35,515	36,226	36,950	37,689	38,443	39,212	39,996	40,796	41,612	42,444	43,293	44,159	45,042	2,902	3,328	3,754		
Administrative Assistant - Temporary		12.75	13.01	13.27	13.53	13.80	14.08	14.36	14.65	14.94	15.24	15.54	15.85	16.17	16.49					
Hourly - Legal Minimum Wage		26,520	27,050	27,591	28,143	28,706	29,280	29,866	30,463	31,072	31,694	32,328	32,974	33,634	34,306	2,210	2,535	2,859		
Court																				
Court Administrator		56,542	57,673	58,826	60,003	61,203	62,427	63,675	64,949	66,248	67,573	68,924	70,303	71,709	73,143				1 -3%	
Salary		27.18	27.73	28.28	28.85	29.42	30.01	30.61	31.23	31.85	32.49	33.14	33.80	34.48	35.16	4,712	5,404	6,095	LEDs PS Support	
Police																				
Police Chief *		86,615	88,347	90,114	91,916	93,754	95,629	97,542	99,493	101,483	103,512	105,583	107,694	109,848	112,045				3-9%	
Salary		41.64	42.47	43.32	44.19	45.07	45.98	46.90	47.83	48.79	49.77	50.76	51.78	52.81	53.87	7,218	8,278	9,337		
Police Sargent *		34.51	35.20	35.90	36.62	37.35	38.10	38.86	39.64	40.43	41.24	42.07	42.91	43.77	44.64				3-9%	1 for 8
Hourly		71,780	73,216	74,680	76,174	77,697	79,251	80,836	82,453	84,102	85,784	87,499	89,249	91,034	92,855	5,982	6,860	7,738		
Police Officer 1		26.67	27.21	27.75	28.31	28.87	29.45	30.04	30.64	31.25	31.88	32.52	33.17	33.83	34.51				3-9%	1 for 8
Hourly		55,482	56,592	57,723	58,878	60,056	61,257	62,482	63,731	65,006	66,306	67,632	68,985	70,365	71,772	4,624	5,303	5,981		
Police Department Technician		22.00	22.44	22.89	23.35	23.81	24.29	24.78	25.27	25.78	26.29	26.82	27.35	27.90	28.46				3-9%	1 for 8
Hourly		45,760	46,675	47,609	48,561	49,532	50,523	51,533	52,564	53,615	54,687	55,781	56,897	58,035	59,195	3,813	4,373	4,933		
Reserve Officer		18.41	18.78	19.15	19.53	19.93	20.32	20.73	21.14	21.57	22.00	22.44	22.89	23.35	23.81					
On-Call officer only (50 hours PY)		38,288	39,054	39,835	40,632	41,444	42,273	43,119	43,981	44,860	45,758	46,673	47,606	48,558	49,530	3,191	3,659	4,127		
Planning/Development																				
Planner/Development Director *		60,634	61,847	63,084	64,345	65,632	66,945	68,284	69,649	71,042	72,463	73,913	75,391	76,899	78,437					
Salary		29.15	29.73	30.33	30.94	31.55	32.19	32.83	33.49	34.15	34.84	35.53	36.25	36.97	37.71	5,053	5,795	6,536		
Associate Planner		21.57	22.00	22.44	22.89	23.35	23.82	24.29	24.78	25.27	25.78	26.30	26.82	27.36	27.90					
Hourly		44,868	45,765	46,681	47,614	48,567	49,538	50,529	51,539	52,570	53,621	54,694	55,788	56,903	58,042	3,739	4,288	4,837		
Public Works																				
Public Works Director *		74,431	75,920	77,438	78,987	80,567	82,178	83,821	85,498	87,208	88,952	90,731	92,546	94,397	96,284				6-9%	
Salary		35.78	36.50	37.23	37.97	38.73	39.51	40.30	41.10	41.93	42.77	43.62	44.49	45.38	46.29	6,203	7,114	8,024		
Public Works Supervisor*		55,482	56,592	57,723	58,878	60,056	61,257	62,482	63,731	65,006	66,306	67,632	68,985	70,365	71,772				6-9%	
Salary		26.67	27.21	27.75	28.31	28.87	29.45	30.04	30.64	31.25	31.88	32.52	33.17	33.83	34.51	4,624	5,303	5,981		
Public Works Operator 3		23.74	24.21	24.70	25.19	25.70	26.21	26.74	27.27	27.82	28.37	28.94	29.52	30.11	30.71				6-9%	1 fo 8
Hourly		49,379	50,367	51,374	52,402	53,450	54,519	55,609	56,721	57,856	59,013	60,193	61,397	62,625	63,877	4,115	4,719	5,323		
Public Works Operator 2		20.80	21.21	21.64	22.07	22.51	22.96	23.42	23.89	24.37	24.85	25.35	25.86	26.38	26.90				6-9%	1 fo 8
Hourly		43,258	44,123	45,006	45,906	46,824	47,760	48,716	49,690	50,684	51,697	52,731	53,786	54,862	55,959	3,605	4,134	4,663		
Public Works Operator 1		18.57	18.94	19.32	19.71	20.10	20.50	20.91	21.33	21.76	22.19	22.64	23.09	23.55	24.02				2 -4%	1 for 8
Hourly		38,623	39,395	40,183	40,987	41,807	42,643	43,496	44,366	45,253	46,158	47,081	48,023	48,983	49,963	3,219	3,692	4,164		
Public Works Seasonal Worker		12.75	13.01	13.27	13.53	13.80	14.08	14.36	14.65	14.94	15.24	15.54	15.85	16.17	16.49					1 for 8
Hourly - Legal Minimum Wage		26,520	27,050	27,591	28,143	28,706	29,280	29,866	30,463	31,072	31,694	32,328	32,974	33,634	34,306	2,210	2,535	2,859		

COBURG CITY COUNCIL MONTHLY REPORTS



TOPIC: Van Duyn Sidewalk and Driveway Improvement Project

Meeting Date: 9-14-21

Staff Contact: Brian Harmon, Public Works Director

Contact: 541-687-7857

REQUESTED COUNCIL ACTION:

Approve and Motion

"I move that the Coburg City Council approve the contract to Roger Langeliers Construction Co. in the amount of \$39,419.16."

CITY COUNCIL GOAL

Livability, Health, and Vitality

Utilities, Equipment, and Infrastructure

Operational Capacity

BACKGROUND

This project was funded through the MPC (Regional Metropolitan Planning Committee). The project is work for the demolition of existing driveway and construction of new sidewalk and driveway along the south side of W. Van Duyn Street, just east of the intersection of Coburg Bottom Loop Road and W. Van Duyn Street.

PURPOSE

We believe that this project will add another safer route to and from the downtown area to the west end of the City. Connecting the South side of Van Duyn to Coburg Bottom Loop Intersection will also add a continuous sidewalk that would connect most of the Coburg Loop Path system to the Sidewalks in the downtown area. In addition, it continues to build on safe routes to schools.

The south side of W. Van Duyn Street, in the City of Coburg, Oregon, is in need of a sidewalk connection between the south east corner of Coburg Bottom Loop and the existing sidewalk just east of 32534 W. Van Duyn Street existing approach including a new driveway approach for 32534 W. Van Duyn Street. The City will be hiring a contractor to demolish and construct the existing driveway approach and connect the existing sidewalks along the south side of W. Van

Duyn with new concrete sidewalk.

BUDGET

This project was funded through the MPC using state funds. A grant for \$40,000.00 was awarded to the City of Coburg.

RECOMMENDATION

Staff recommends that the Council approve the Contract for the amount of the proposed quote of \$39,419.16 with Roger Langeliers to construct the sidewalk project on Van Duyn St.

NEXT STEPS

If Council approves the Contract the City of Coburg will work with the contractor to develop a timeline for the project to start and finish.

ATTACHMENTS

- A. Contract –DRAFT
 - B. Design for project
-

REVIEWED THROUGH:

-
- A. Julie Leland, Branch Engineering
 - B. Brian Harmon, Public Works Director
 - C. Anne Heath, City Administrator
 - D. Sammy Egbert, City Recorder

CONSTRUCTION CONTRACT

Parties : Roger Langeliers Construction Co., Oregon CCB #106364 (“Contractor”)
 32929 Roberts Ct
 Coburg, OR 97408
 Attn: Rick Langeliers, Project Manager 541-302-6648

City of Coburg (“Owner”)
 91136 N. Willamette Street
 PO Box 8316
 Coburg, OR 97408
Attn: Anne Heath, City of Coburg 541-682-7871

Project Van Duyn Sidewalk and Driveway Improvement Project
 Address: Coburg, OR

This Construction Contract (“Agreement” or “Contract”) is made effective by and between Contractor and Owner dated September __, 2021.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement and the payments hereinafter specified, it is agreed between Contractor and Owner as follows:

1. General.

1.1. Owner is the owner of real property located in Lane County, Oregon, with an address set forth above (the “Property”). Owner shall inform Contractor of all property lines, easements, and set-backs (“Property Information”); Contractor shall have the right to rely on the Property Information; and Owner shall indemnify and defend Contractor for any claims relating to or arising out of errors to the Property Information.

1.2. Owner desires to hire Contractor to furnish the necessary labor, equipment and materials to perform certain paving and construction work (as set forth in more detail below) (the “work”) on the Property, in accordance with the plans, drawings, and specifications (collectively the “Design Documents”) prepared by Owner, which are attached hereto and incorporated herein by this reference. The work shall consist of and as is more specifically described in Contractor’s quotation dated August 26, 2021, which is attached hereto and incorporated herein by this reference.

1.3. The surfacing and related improvements at the Property are collectively referred to herein as the “Improvements.” The reconstruction and/or construction of the Improvements are hereinafter referred to as the “Project.”

2. Agreement to Hire Contractor. Owner hereby hires Contractor to perform the Project, and Contractor agrees to perform the Project pursuant to the terms herein and in accordance with the Design Documents in a workmanlike manner. Contractor’s price for the Project includes the project description in section 1.2, above, and in Contractor’s bid or proposal, and excludes all other work. Owner has reviewed the bid or proposal and has had an opportunity to make changes, additions, and corrections to the scope of work. Any item not specifically set forth above and/or in Contractor’s bid/proposal shall be considered a change or extra, and the contract price shall be adjusted accordingly.

3. Change Orders. Any unforeseen condition, or any change, addition, or deletion to the plans, drawings, specifications, or this Agreement shall be in writing executed by both the Owner and Contractor and shall specify the changes and increase or reduction in the contract price, using the Owner/Contractor Change Order form attached hereto (or in a substantially similar form acceptable to the Contractor). The change order shall also specify the time and manner for payment of any increase. In the event the change order does not so specify, then any

increase shall be added to the contract price herein and shall be paid in full upon completion of the Project and in accordance with the terms herein.

4. Contract Price.

4.1. The price for the Project to be paid by Owner to Contractor is **\$39,419.16.-** Subject to Quotation dated August 26, 2021.

5. Payment of Contract Price. Owner agrees to timely make all payments to Contractor in accordance with the terms of this Agreement and with all applicable provisions of Oregon law, including but not limited to Oregon's Prompt Pay Act (ORS Chapter 701). Unpaid amounts shall accrue interest at the rate of one and one-half percent (1%) per month until paid.

6. Insurance. Contractor shall provide a standard policy of General Liability, Auto & Excess (Umbrella) insurance, naming Owner as an additional insured. Contractor shall provide a certificate of insurance for workers' compensation coverage naming Owner as certificate holder.

7. Commencement of Construction and Completion. Contractor will commence the Project later in 2021 as mutually agreed by the parties. Work is anticipated to take one to two weeks until completion.

8. Contractor's Warranty. Contractor shall construct the Project in a substantial and workmanlike manner in accordance with applicable building codes and regulations.

The warranties given hereunder shall have no force and effect until the Contractor has received full payment of the contract price and all warranties shall date from the date of work completion.

THIS CONTRACT CONTAINS ALL THE REPRESENTATIONS, WARRANTIES AND PROMISES OF THE CONTRACTOR. THE CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS THE WARRANTIES OF GOOD WORKMANSHIP, HABITABILITY, FITNESS OF PURPOSE, AND MERCHANTABILITY. NO AGENT OR REPRESENTATIVE OF THE CONTRACTOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR PROMISE ON BEHALF OF THE CONTRACTOR OTHER THAN THOSE CONTAINED HEREIN.

9. Contractor's Obligations.

9.1. Contractor shall be responsible for all materials and supplies used in the performance of this Contract.

9.2. Contractor shall be responsible for the unloading of all materials, supplies and equipment to be used on the Project and shall protect such materials and supplies from the elements, vandalism, theft or other damage.

9.3. Contractor shall be responsible to remove excess debris and surplus materials created by Contractor's work on the Project. Contractor shall leave the Improvement in an orderly manner and in a broom clean condition upon completion of the Project.

10. Owner's Acknowledgements and Obligations.

10.1. Owner agrees to provide Contractor unrestricted access to the Property and Improvement during regular business hours unless otherwise agreed in writing. Owner agrees to provide adequate on-site storage space for Project materials and Contractor's equipment unless otherwise agreed in writing.

10.2. The Owner shall be responsible to remove, make arrangements for and/or protect any property or possessions, including but not limited to personal property; pets or animals; landscaping; and/or mail and deliveries on the Property (collectively "Possessions"). Contractor shall not under any circumstances be responsible or liable for the loss or damage to Possessions, which responsibility and liability remains the sole obligation of Owner.

11. Indemnification. To the fullest extent permissible under law, Owner shall indemnify and defend Contractor, Contractor's subcontractors and suppliers, and anyone for whom Contractor may be liable from, for, and against any and all claims for death or bodily injury to persons or damage to property to the extent that the death or bodily injury to persons or damage to property arises out of the fault of the Owner or the fault of the Owner's agents, representatives, or subcontractors. Owner shall not be required to indemnify Contractor from or against claims arising out of (and to the extent of) Contractor's negligence or the negligence of its subcontractors.

12. Attorneys Fees. In case suit, action, arbitration, or any other proceeding, and any appeal therefrom, initiated related to or arising from this agreement, the losing party agrees to pay the prevailing party such sums as the court or arbiter may deem reasonable as attorneys' fees together with costs and disbursements as provided for by statute.

13. Entire Agreement; Modification. This document is the entire, final, and complete understanding of the parties with respect to the transaction contemplated herein, and supersedes and replaces all prior and contemporaneous agreements, understandings, representations, and statements, both written and oral, whether between the parties or their representatives. This contract is the product of mutual negotiations between the parties and, accordingly, shall not be construed against the drafter. This contract may not be modified except by a written instrument signed by the party against whom the enforcement of such modification is sought.

14. Notices. Notices under this Contract shall be sent to Contractor at the following address:
 Roger Langeliers Construction Co.
 32929 Roberts Ct.
 Coburg, OR 97408

and shall be sent to Owner at the following address:

City of Coburg
 P.O. Box 8316
 Coburg, OR 97408

20. Binding Agreement. This Contract shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties provided, however, that Owner's rights herein, other than warranty rights, may not be assigned without the prior written consent of the parties.

21. Governing Law. This Contract shall be governed by the laws of the State of Oregon. Venue of any action or proceeding herein shall be exclusively in Lane County, Oregon.

22. Independent Contractor. Contractor is in all respects an independent contractor and at no time shall be considered an employee of Owner.

CONTRACTOR – Roger Langeliers Construction Co.:

By: _____ Date: _____
 Webster Langeliers, President & C.E.O.

OWNER: City of Coburg

By: _____ Date: _____
 Anne Heath, City Administrator

VAN DUYN SIDEWALK IMPROVEMENT PROJECT

PUBLIC IMPROVEMENT PLANS

COBURG, OREGON

UTILITY PROVIDERS		
UTILITY	PROVIDER	PHONE NUMBER
WATER	CITY OF COBURG	541-912-8291
SEWER	CITY OF COBURG	541-912-8291
STORM	CITY OF COBURG	541-912-8291
ELECTRIC	EMERALD P.U.D.	541-746-1583
ELECTRIC	PACIFIC POWER	425-392-6412
GAS	NW NATURAL	503-220-2415
TELEPHONE	CENTURY LINK	800-283-4237
TELEVISION	CHARTER COMM.	800-778-9140

ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 951-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER AT 503-232-1987.

SHEET INDEX

C0.0 COVER
C0.1 GENERAL CONSTRUCTION NOTES
C1.0 EXISTING CONDITIONS & DEMOLITION PLAN
C2.0 VAN DUYN PROPOSED IMPROVEMENTS
C2.1 VAN DUYN PROPOSED IMPROVEMENTS DIMENSIONS & GRADES
C3.0 DETAILS
C3.1 DETAILS

ABBREVIATIONS

TC	TOP OF CURB	HWY.	HIGHWAY	FG	FINISHED GRADE	LVC	LENGTH OF VERTICAL INTERSECTION	SS	SANITARY SEWER
GL	GUTTER LINE	STD	STANDARD	EG	EXISTING GRADE	SD	STORM DRAIN	SD	STORM DRAIN
C	CONCRETE	DWG	DRAWING	HORZ.	HORIZONTAL	STM	STORM	STM	STORM
AC	ASPHALT CONCRETE	W/L	WATERLINE	VERT.	VERTICAL	EVCS	END VERTICAL CURVE STATION	MH	MANHOLE
BW	BACK OF WALK	STD.	EXISTING	ODOT	OREGON DEPARTMENT OF TRANSPORTATION	BVCE	BEGIN VERTICAL CURVE ELEVATION	CB	CATCH BASIN
HMAC	HOT MIX ASPHALT	PROP.	PROPOSED	PC	POINT OF CURVATURE	EVCE	END VERTICAL CURVE ELEVATION	DCVA	DOUBLE CHECK VALVE ASSEMBLY
MAX.	MAXIMUM	SAN	SANITARY	PT	POINT OF TANGENCY	PCC	POINT OF COMPOUND CURVE		
MIN.	MINIMUM	LAT	LATERAL	PVI	POINT OF VERTICAL INTERSECTION	PRC	POINT OF REVERSE CURVE		
PSI	POUNDS PER SQUARE INCH	IE	INVERT ELEVATION			CL	CENTERLINE		
STA.	STATION	ELEV.	ELEVATION			L	LEFT		
						R	RIGHT		
						WW	WASTEWATER		

CIVIL ENGINEERING:

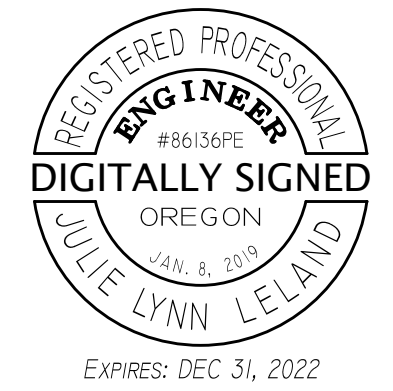
BRANCH ENGINEERING, INC.
310 5TH STREET
SPRINGFIELD, OR 97477
CONTACT: JULIE LELAND, P.E.
PHONE: (541) 746-0637

OWNER:

THE CITY OF COBURG
91136 N. WILLAMETTE STREET
COBURG, OR 97408
CONTACT: BRIAN HARMON
PHONE: (541) 228-8281

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91136 N. WILLAMETTE STREET
COBURG, OREGON 97408

revisions:

date: JUNE 30, 2021
drawn by: JLL
designer: JLL
project no: 20-004D
COVER

sheet:

C0.0

GENERAL CONSTRUCTION NOTES:

- A. ALL WORK SHALL MEET THE FOLLOWING SPECIFICATIONS "2021 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE "2021 OREGON STANDARD DRAWINGS" AND THE SPECIALS SET FORTH IN THE DRAWINGS FOR THIS PROJECT.
- B. THE LOCATION OF UTILITIES SHOWN ON THE DRAWINGS IS APPROXIMATE. THE LOCATION OF UTILITIES SHOWN ON THE DRAWINGS WERE NOT SURVEYED. THE CONTRACTOR SHALL CALL THE "ONE-CALL" UTILITY LOCATION NUMBER, 1-800-332-2344, FOR FIELD LOCATION AND DEPTH BEFORE EXCAVATING.
- C. OREGON LAW REQUIRES THE CONTRACTOR TO FOLLOW RULES ADOPTED BY OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. THE CONTRACTOR MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-1987).
- D. CONTRACTOR SHALL PROVIDE ALL BONDS AND INSURANCE REQUIRED BY PUBLIC AND/OR PRIVATE AGENCIES HAVING JURISDICTION. WHERE REQUIRED BY PUBLIC AND/OR PRIVATE AGENCIES HAVING JURISDICTION, THE CONTRACTOR SHALL SUBMIT A SUITABLE MAINTENANCE BOND PRIOR TO FINAL PAYMENT.
- E. THE CONTRACTOR SHALL RETAIN AND PAY FOR THE SERVICES OF A REGISTERED CIVIL ENGINEER AND/OR LAND SURVEYOR LICENSED IN THE STATE OF OREGON TO ESTABLISH CONSTRUCTION CONTROL AND PERFORM INITIAL CONSTRUCTION SURVEYS TO ESTABLISH THE LINES AND GRADES OF IMPROVEMENTS AS INDICATED ON THE DRAWINGS. STAKING FOR STRUCTURES, CURBS, AND OTHER CRITICAL IMPROVEMENTS SHALL BE COMPLETED USING EQUIPMENT ACCURATE TO 0.04 FEET HORIZONTALLY AND 0.02 FEET VERTICALLY, OR BETTER. USE OF GPS EQUIPMENT FOR CONSTRUCTION STAKING OF THESE IMPROVEMENTS IS ALLOWED IF USED IN CONJUNCTION WITH THE ESTABLISHED CONSTRUCTION CONTROL MENTIONED ABOVE.
- F. ALL MATERIALS AND WORKMANSHIP FOR FACILITIES IN STREET RIGHT-OF-WAY OR EASEMENTS SHALL CONFORM TO APPROVING AGENCIES' CONSTRUCTION SPECIFICATIONS WHEREIN EACH HAS JURISDICTION, INCLUDING BUT NOT LIMITED TO THE CITY, COUNTY, OREGON HEALTH DIVISION (OHD) AND THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ).
- G. ANY INSPECTION BY THE CITY, COUNTY OR OTHER AGENCIES SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THE CONTRACT DOCUMENTS, APPLICABLE CODES, AND AGENCY REQUIREMENTS.
- H. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED OR NECESSARY INSPECTIONS ARE COMPLETED BY AUTHORIZED INSPECTORS PRIOR TO PROCEEDING WITH SUBSEQUENT WORK WHICH COVERS OR THAT IS DEPENDENT ON THE WORK TO BE INSPECTED. FAILURE TO OBTAIN NECESSARY INSPECTION(S) AND APPROVAL(S) SHALL RESULT IN THE CONTRACTOR BEING FULLY RESPONSIBLE FOR ALL PROBLEMS ARISING FROM UN-INSPECTED WORK.
- I. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MANAGING CONSTRUCTION ACTIVITIES TO ENSURE THAT PUBLIC STREETS AND RIGHT-OF-WAYS ARE KEPT CLEAN OF MUD, AND DUST OR DEBRIS. DUST ABATEMENT SHALL BE MAINTAINED BY ADEQUATE WATERING OF THE SITE BY THE CONTRACTOR.
- J. FINISH PAVEMENT GRADES AT TRANSITION TO EXISTING PAVEMENT SHALL MATCH EXISTING PAVEMENT GRADES OR BE FEATHERED PAST JOINTS WITH PAVEMENT AS

REQUIRED TO PROVIDE A SMOOTH, FREE DRAINING SURFACE.

- K. CONTRACTOR SHALL FIELD VERIFY UNDERGROUND FACILITIES DURING THE CONSTRUCTION PERIOD. CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE CORRECTION OF ANY UNDERGROUND UTILITY FACILITIES DAMAGED BY CONTRACTOR'S WORK.
- L. THE CONTRACTOR SHALL PROVIDE ALL TRAFFIC CONTROL DEVICES NECESSARY TO PROTECT AND SAFEGUARD THE PUBLIC AND WORKERS AGAINST INJURY AND PROTECT THE WORK AGAINST DAMAGE. ALL TEMPORARY TRAFFIC CONTROL SIGNING AND DEVICES SHALL BE IN PLACE PRIOR TO BEGINNING WORK. ALL TRAFFIC CONTROL SHALL CONFORM TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (M.U.T.C.D.), CURRENT EDITION, AS SUPPLEMENTED AND AMENDED BY THE OREGON SUPPLEMENTS AND AS SHOWN IN THE OREGON DEPARTMENT OF TRANSPORTATION, "2011 TEMPORARY TRAFFIC CONTROL HANDBOOK". THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REQUIRED TRAFFIC CONTROL AS FIELD CONDITIONS WARRANT.
- M. RESTORE ALL DISTURBED AREAS TO PRE-CONSTRUCTION CONDITIONS AND PERMANENTLY STABILIZE ALL AREAS DISTURBED DURING THE COURSE OF THE PROJECT.
- N. CONTRACTOR SHALL HANDLE AND DISPOSE OF ASBESTOS PIPE IN ACCORDANCE WITH ALL APPLICABLE STATE AND FEDERAL REGULATIONS. CONTRACTOR RESPONSIBLE FOR NECESSARY PERMITS AND FEES.
- O. CONTRACTOR SHALL OBTAIN ALL NECESSARY LOCAL, COUNTY, STATE, AND UTILITY CONSTRUCTION PERMITS, AND SHALL CONTACT EACH PERMITTING AGENCY AT LEAST TWO (2) BUSINESS DAYS PRIOR TO STARTING WORK. CONTRACTOR SHALL OBTAIN ALL REQUIRED LICENSES BEFORE STARTING CONSTRUCTION.
- P. A FULL TOPOGRAPHIC SURVEY IS NOT AVAILABLE FOR THIS SITE. DESIGN IS BASED ON AERIAL PHOTOGRAPHY, AND MAPPING. CONTRACTOR MAY NEED TO WORK AROUND FACILITIES OR OBJECTS NOT SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PERFORM A SITE VISIT TO BECOME FAMILIAR WITH THE WORK SITE, CONDITIONS, AND ANY UNMAPPED FEATURES THAT MAY AFFECT WORK. MINOR ADJUSTMENTS OF THE WORK SHALL NOT BE GROUNDS FOR A CHANGE ORDER.
- Q. CONTRACTOR SHALL EMPLOY EROSION CONTROL MEASURES AS NECESSARY TO PREVENT SEDIMENT AND SAW CUTTING SLURRY FROM ENTERING STORMWATER COLLECTION SYSTEMS. BIOBAGS, FILTER INSERTS, OR SIMILAR SHALL BE USED IN ANY DOWNSTREAM CATCH BASIN OR INLET. CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION (ANY TIME OF YEAR) PER THE REQUIREMENTS OF "2021 OREGON STANDARD SPEC. FOR CONSTRUCTION" & THE "2018 OREGON STANDARD DRAWINGS", LANE COUNTY AND THE OREGON DEQ.
- R. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF ORS 757.541 TO 757.571. THE CONTRACTOR SHALL NOTIFY EACH UNDERGROUND UTILITY AT LEAST 48 BUSINESS-DAY HOURS, BUT NOT MORE THAN 10 BUSINESS DAYS, PRIOR TO EXCAVATING, BORING, OR POTHOLING.
- S. NO ADDITIONAL PAYMENT SHALL BE MADE FOR UTILITY RELOCATION COORDINATION OR DELAYS CAUSED BY UTILITY CONFLICTS. ALL COSTS RELATED TO UTILITY COORDINATION AND RELOCATION, INCLUDING ADDITIONAL POTHOLING, ARE TO BE CONSIDERED INCIDENTAL AND INCLUDED IN THE UNIT PRICES OF THE BID.

- T. UTILITIES OR INTERFERING PORTIONS OF UTILITIES THAT ARE ABANDONED IN PLACE SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTENT NECESSARY TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL PLUG THE REMAINING EXPOSED ENDS OF ABANDONED UTILITIES, UNLESS OTHERWISE REQUIRED BY THE OWNER.
- U. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE PLANS AND PROJECT SPECIFICATIONS.
- V. CONTRACTOR SHALL KEEP AND MAINTAIN A CURRENT SET OF DRAWINGS ON SITE. CONTRACTOR TO KEEP ACCURATE "AS-BUILT" RECORD COPY OF PLANS. "AS-BUILT" PLANS TO BE RETURNED TO OWNER AT COMPLETION OF PROJECT.
- W. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL HOMES AND BUSINESSES AT ALL TIMES. PROVIDE WRITTEN NOTICE TO ALL PROPERTY OWNERS AT LEAST TWO BUSINESS DAYS IN ADVANCE OF WORK.
- X. CONTRACTOR SHALL NOTIFY OWNER 48 HOURS BEFORE STARTING CONSTRUCTION, AND 24 HOURS BEFORE RESUMING WORK AFTER SHUTDOWNS EXCEPT FOR NORMAL RESUMPTION OF WORK FOLLOWING SATURDAY, SUNDAYS, OR HOLIDAYS. CONTRACTOR SHALL NOTIFY THE OWNER A MINIMUM OF 48 HOURS PRIOR TO ANY TESTING OR REQUIRED INSPECTION.
- Y. ANY ALTERATION OR VARIANCE FROM THESE PLANS, EXCEPT MINOR FIELD ADJUSTMENT NEEDED TO MEET EXISTING FIELD CONDITIONS, SHALL FIRST BE APPROVED BY THE OWNER OR THE OWNER'S REPRESENTATIVE. ANY ALTERATIONS OR VARIANCE FROM THESE PLANS SHALL BE DOCUMENTED ON CONSTRUCTION FIELD PRINTS AND TRANSMITTED TO THE OWNER. ANY PROPOSED CHANGES IN CONSTRUCTION PLANS MUST BE SUBMITTED IN WRITING AND APPROVED BY OWNER OR THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK.
- Z. CONTRACTOR SHALL PROTECT ALL PROPERTY CORNERS, SURVEY MONUMENTS AND CONTROL POINTS. SURVEY MONUMENTS OF THIS TYPE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED AT CONTRACTOR'S EXPENSE, WITH APPROPRIATE SURVEYS FILED WITH THE COUNTY SURVEYOR.
- AA. THE CONTRACTOR SHALL DISPOSE OF ALL REMOVED OR REPLACED MATERIAL AND EQUIPMENT IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS, EXCEPT THOSE ITEMS DESIGNATED BY THE OWNER FOR SALVAGED ITEMS SHALL REMAIN THE PROPERTY OF THE OWNER, AND SHALL BE CAREFULLY REMOVED AND STORED AS DIRECTED.
- AB. ALL STRUCTURES, LOTS, SWALES, DITCHES, CURBS, ROADWAY SURFACING, SIDEWALKS, FENCES, WALLS, MAILBOXES, SIGNS, POLES, GUY WIRES, IRRIGATION PIPING, PIPING, AND UTILITIES DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY CONTRACTOR TO EXISTING CONDITION UNLESS OTHERWISE SPECIFIED.
- AC. CONTRACTOR SHALL PROTECT TRAFFIC AT ALL TIMES DURING CONSTRUCTION. ALL TRAFFIC CONTROL MEASURES SHALL BE APPROVED BY CITY, COUNTY, AND STATE AS REQUIRED AND IN PLACE PRIOR TO ANY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS TO THE OWNER FOR APPROVAL PRIOR TO COMMENCING ANY WORK WITHIN THE PUBLIC RIGHT-OF-WAY.
- AD. WORK HOUR LIMITATIONS. ALL WORK SHALL BE CONDUCTED BETWEEN THE FOLLOWING HOURS: WEEKDAYS: 7 AM TO 6 PM OR DARKNESS, WHICHEVER IS EARLIEST.
- AE. CONTRACTOR TO COORDINATE AND WORK WITH PROPERTY OWNERS.

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project title:

VAN DUYN SIDEWALK & DRIVEWAY
IMPROVEMENT PROJECT
CITY OF COBURG
91136 N. WILLAMETTE STREET
COBURG, OREGON 97408

revisions:

date: JUNE 30, 2021
drawn by: JLL
designer: JLL
project no: 20-004D

GENERAL NOTES

sheet: C0.1

**VAN DUYN SIDEWALK & DRIVEWAY
IMPROVEMENT PROJECT**

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C1.0



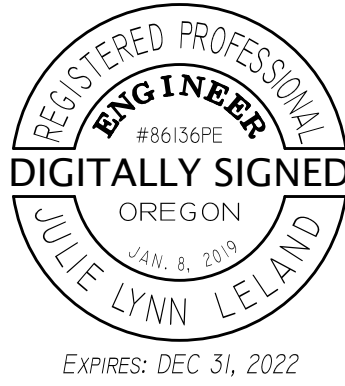
- 100.—SAWCUT EXISTING AC PAVEMENT. PROTECT SAWCUT EDGE FROM DAMAGE.
- 101.—SAWCUT EXISTING CONCRETE. PROTECT SAWCUT EDGE FROM DAMAGE.
- 102.—REMOVE EXISTING ASPHALT PAVEMENT. REMOVE EXISTING BASE ROCK AND SUBGRADE AS REQUIRED FOR NEW CONCRETE DRIVEWAY AND PAVEMENT REPAIR SECTION PER PAVEMENT REPAIR DETAIL, SHEET C2.0 AND FINISHED GRADES PER SHEET C2.1.
- 103.—REMOVE EXISTING CONCRETE SIDEWALK (TO NEAREST JOINT). PROTECT EXISTING CONCRETE CURB AND GUTTER.
- 104.—REMOVE EXISTING SIGN AND FOOTING AND RETURN TO CITY.
- 105.—REMOVE EXISTING SIGN FOOTING.
- 106.—PROTECT EXISTING ASPHALT.
- 107.—PROTECT EXISTING CONCRETE SIDEWALK.
- 108.—PROTECT EXISTING CONCRETE CURB AND GUTTER.
- 109.—PROTECT EXISTING SIGN.
- 110.—PROTECT EXISTING BOLLARD.
- 111.—PROTECT EXISTING WASTE WATER CONNECTION BOX.
- 112.—PROTECT EXISTING WASTE WATER LINE.
- 113.—PROTECT EXISTING WATER METER.
- 114.—PROTECT EXISTING WATER LINE.
- 115.—PROTECT EXISTING WATER VALVE.
- 116.—PROTECT EXISTING CURB INLET.
- 117.—PROTECT EXISTING STORM LINE.
- 118.—PROTECT EXISTING POWER POLE AND ANCHOR.
- 119.—PROTECT EXISTING ELECTRICAL CABINET.
- 120.—PROTECT EXISTING POWER POLE AND ANCHOR.

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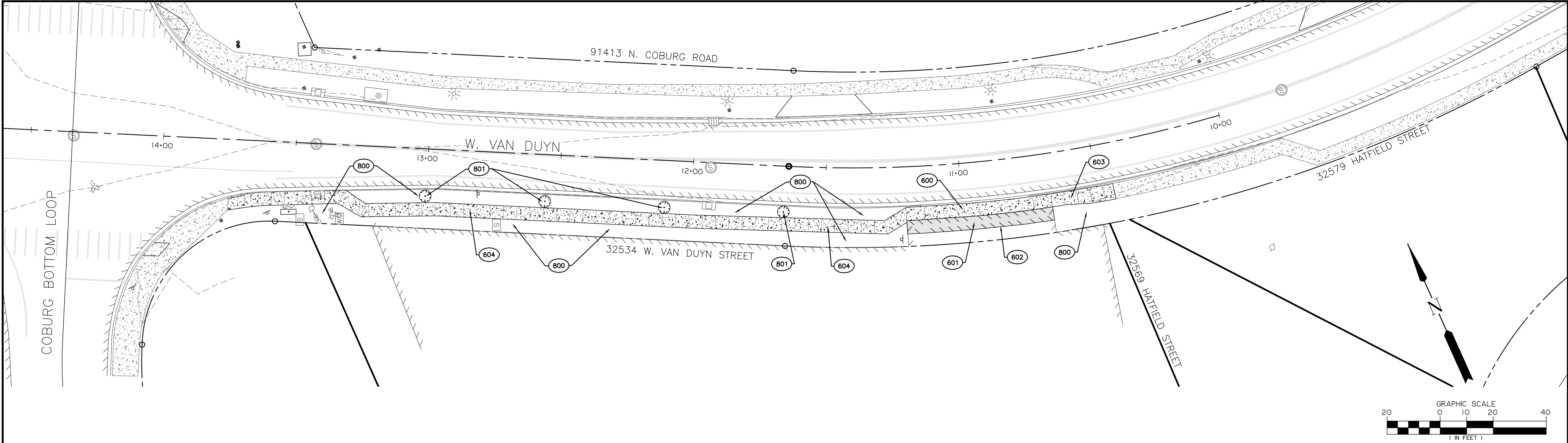
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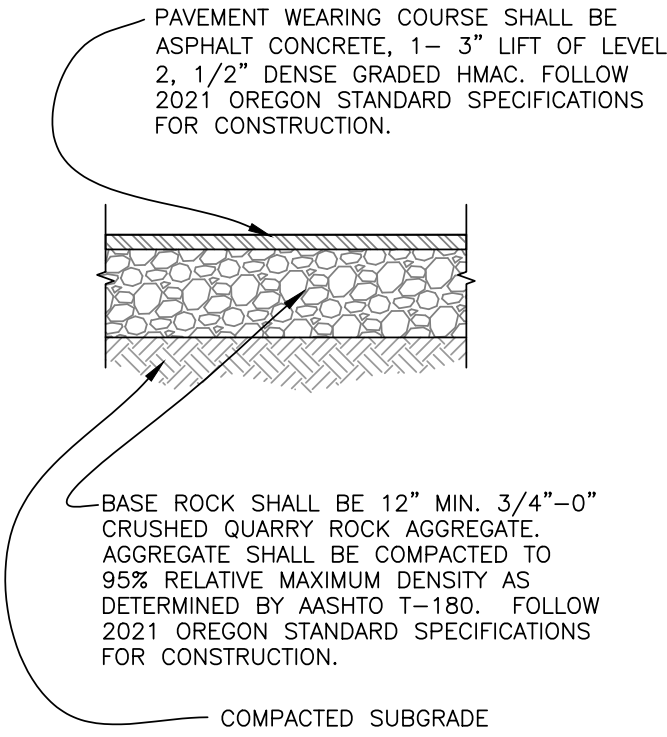
PROPOSED
IMPROVEMENTS

sheet: C2.0



CONSTRUCTION NOTES

- 600—CONSTRUCT CONCRETE DRIVEWAY PER ODOT STD DWG RD750 OPTION N. PLACE 6" MINIMUM THICKNESS OF ¾"—0" CRUSHED QUARRY ROCK.
- 601—CONTRACTOR TO CONSTRUCT AC REPAIR BY PLACING 4" OF COMPACTED LEVEL 2— 1/2" DENSE HMAC OR MATCH EXISTING THICKNESS (WHICHEVER IS GREATER) OVER COMPACTED CRUSHED ROCK PER PAVEMENT REPAIR DETAIL THIS SHEET.
- 602—SEAL PAVEMENT JOINT. TACK COAT EXISTING PAVEMENT EDGES. THE MATCHLINE TO EXISTING PAVING SHALL COMPLY WITH ODOT STD DWG RD302.
- 603—CONSTRUCT CONCRETE CURB LINE SIDEWALK 4" THICK PER OREGON STANDARD DRAWING RD720 OVER 4" OF ¾"—0" CRUSHED QUARRY ROCK. MAXIMUM CROSS SLOPE 1.5%.
- 604—CONSTRUCT CONCRETE SEPARATED SIDEWALK 4" THICK PER OREGON STANDARD DRAWING RD721 OVER 4" OF ¾"—0" CRUSHED QUARRY ROCK. MAXIMUM CROSS SLOPE 1.5%
- 800—RESTORE LANDSCAPING TO ORIGINAL OR BETTER CONDITION. COORDINATE WITH OWNER FOR LANDSCAPE RESTORATION.
- 801—CITY TO FURNISH AND CONTRACTOR TO INSTALL STREET TREES PER DETAIL, ST-104, SHEET C3.1. COORDINATE WITH OWNER ON INSTALLATION OF STREET TREES.



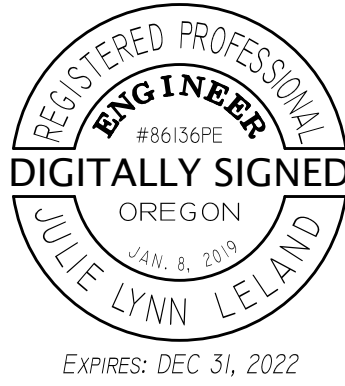
PAVEMENT REPAIR
DETAIL

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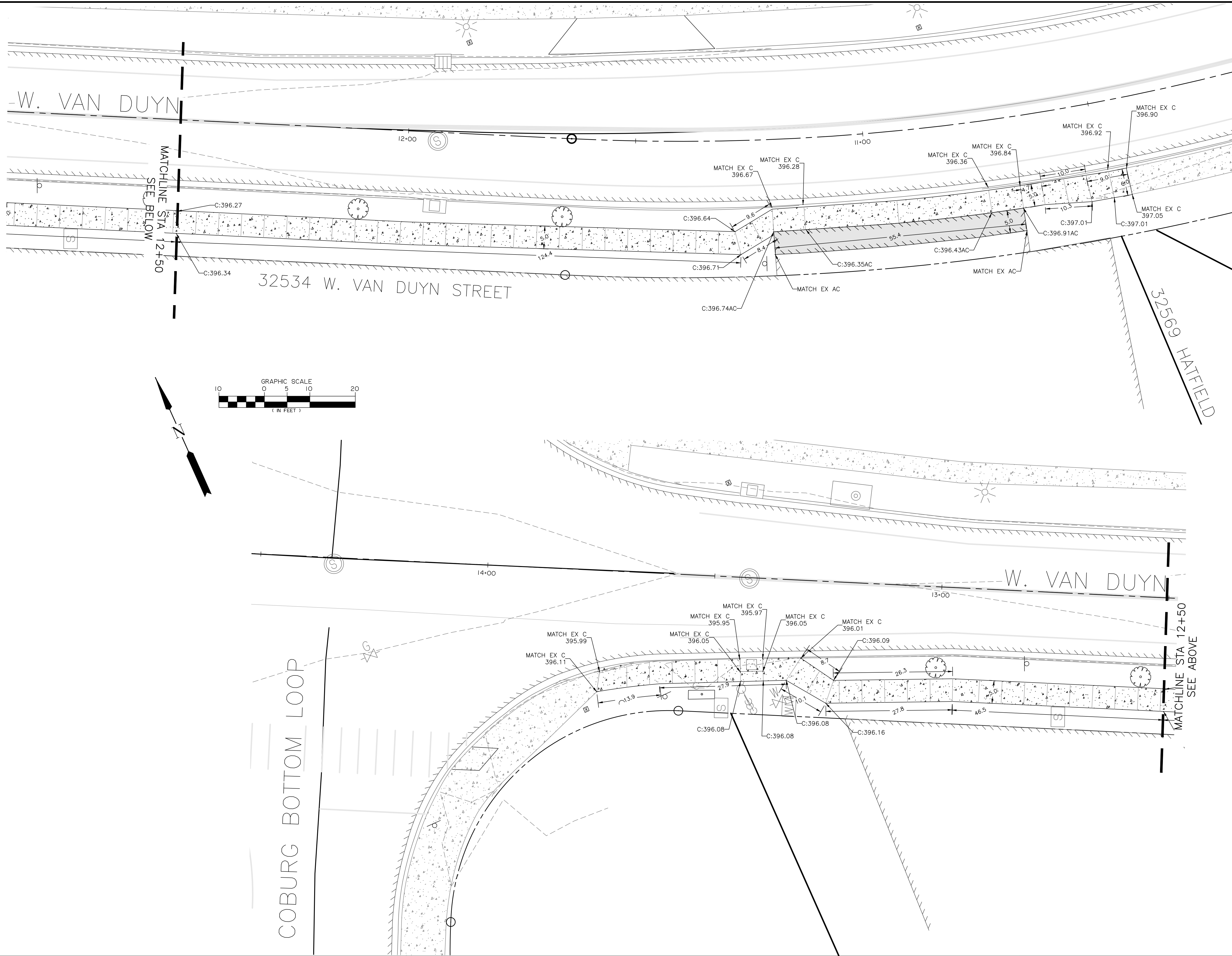
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DIMENSIONS
& GRADES

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C2.1



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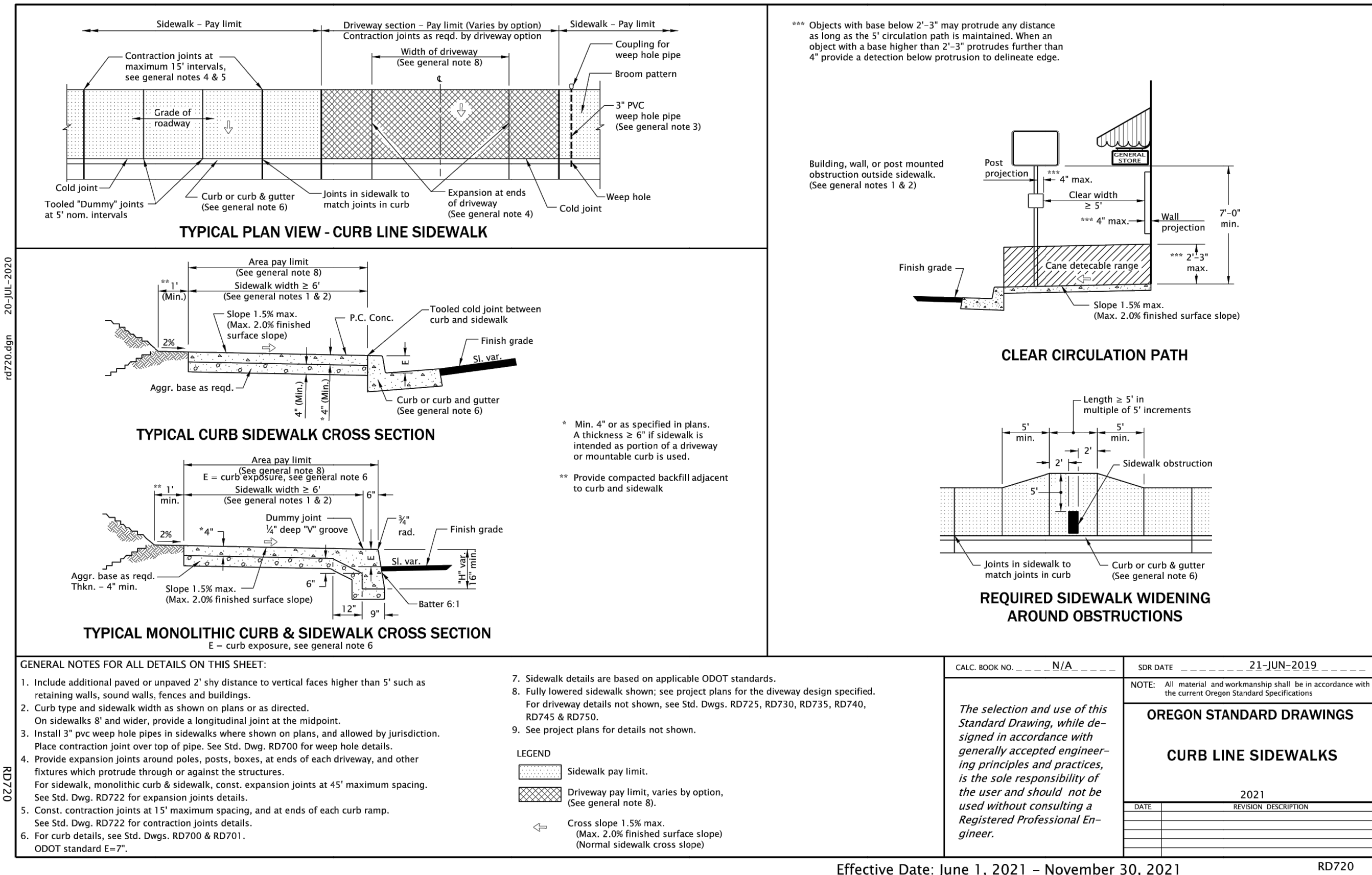
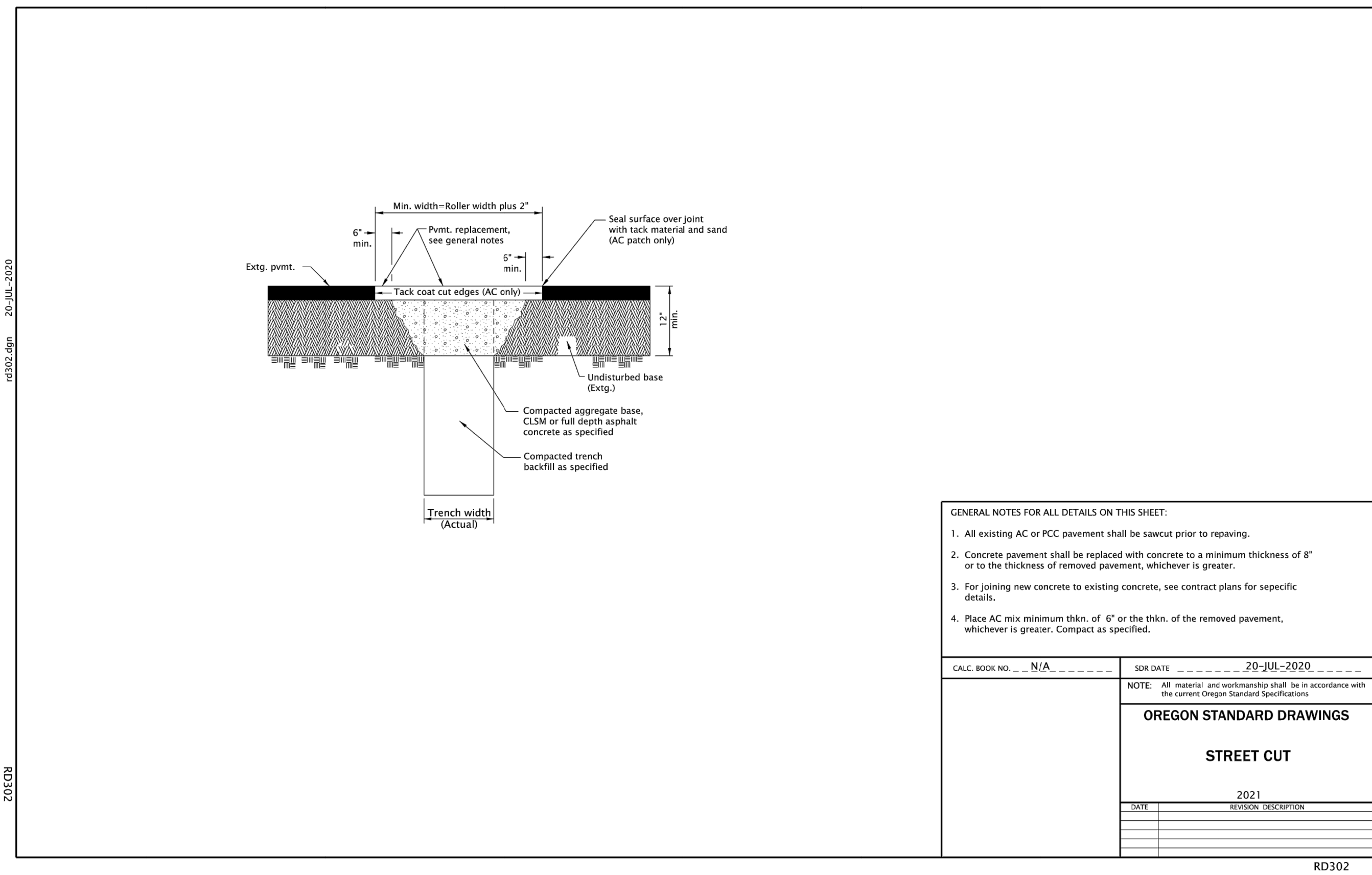
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designer: JLL
project no: 20-004D

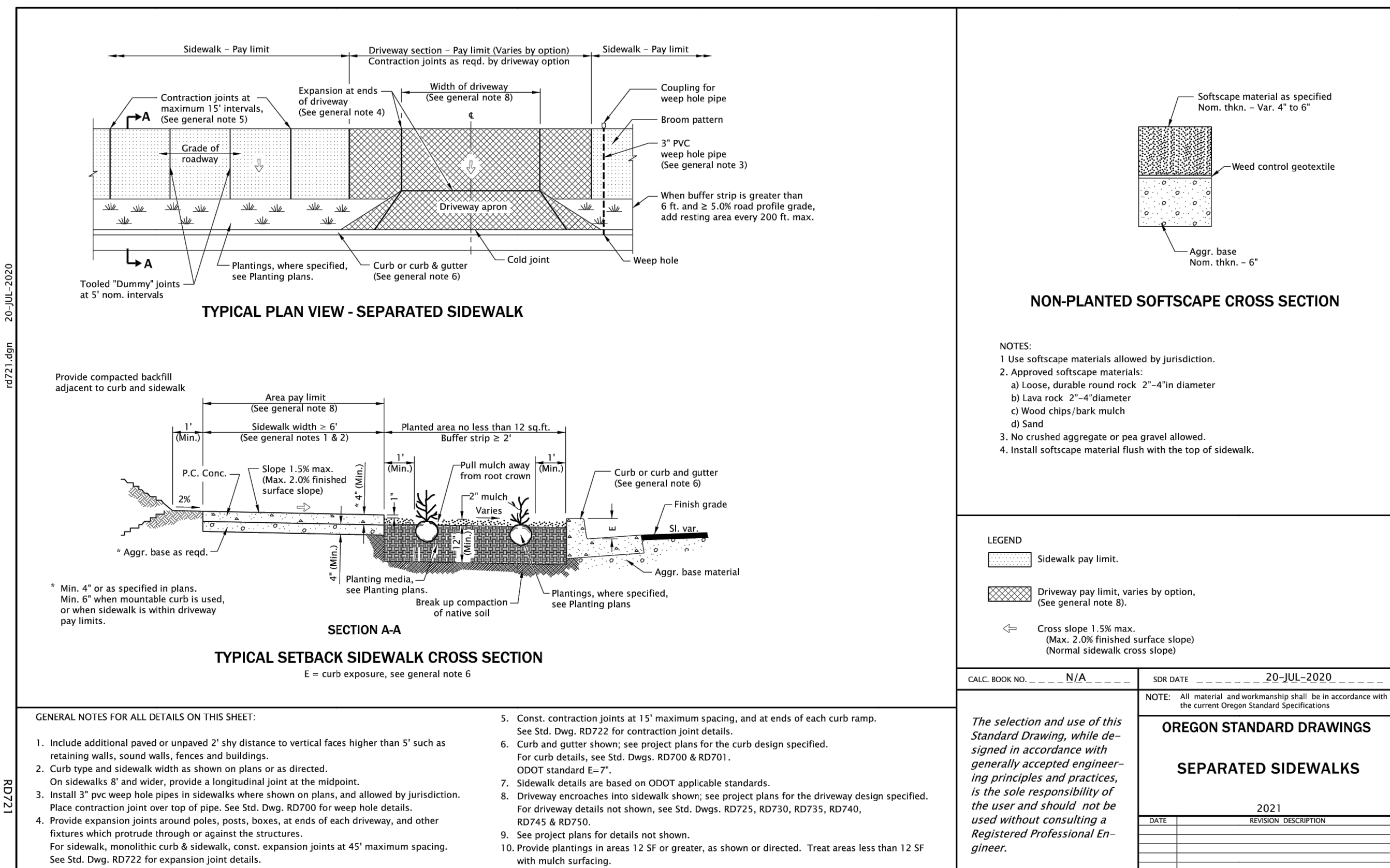
DETAILS

sheet:

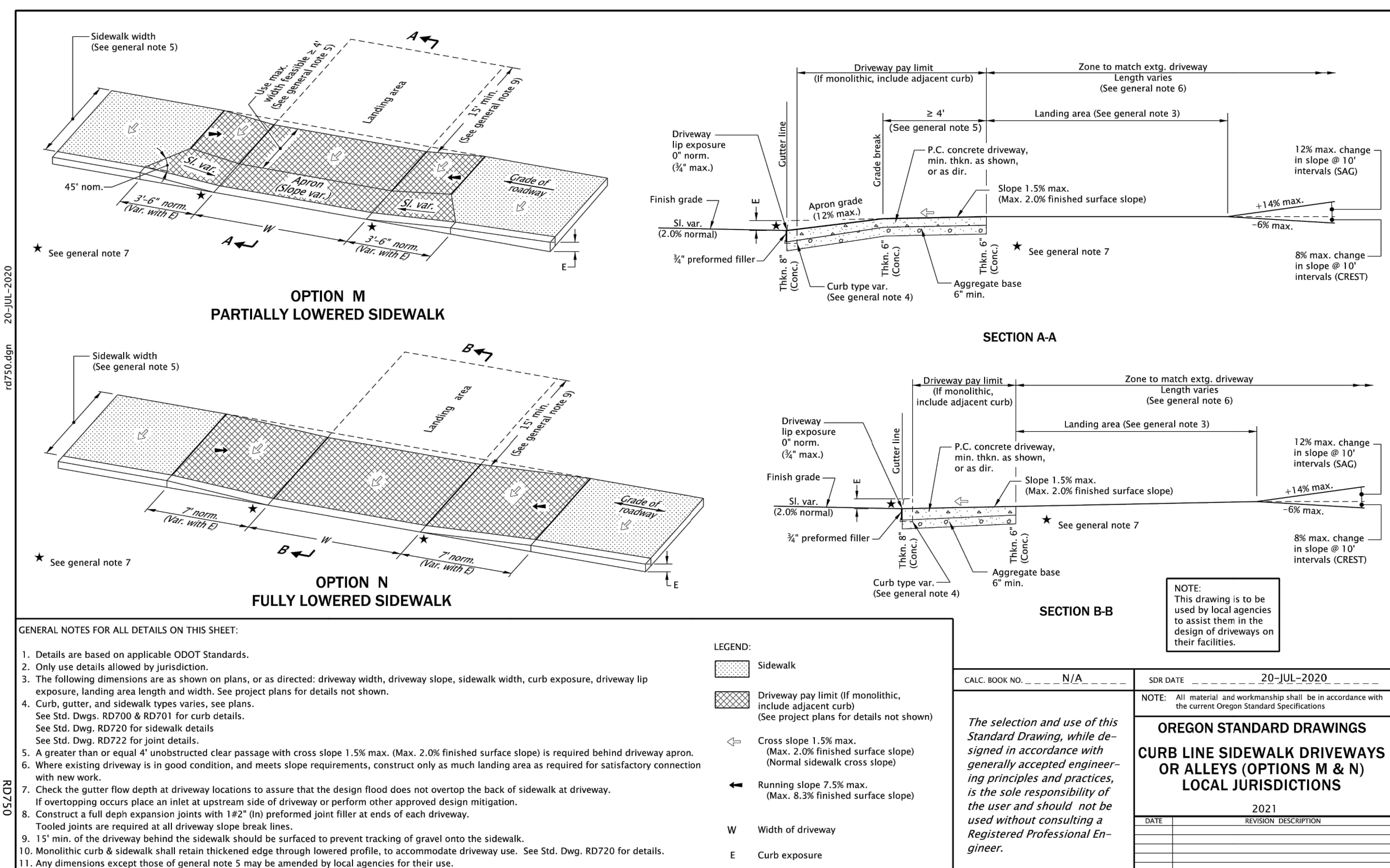
C3.0



Effective Date: June 1, 2021 – November 30, 2021



Effective Date: June 1, 2021 – November 30, 2021



Effective Date: June 1, 2021 – November 30, 2021

revisions:

DETAILS

C3.1

CITY OF COBURG
91136 N. WILLAMETTE STREET
COBURG, OREGON 97408



COBURG CITY COUNCIL ACTION/ISSUE ITEM



TOPIC: Roberts Road to I-5 Bore Connection: Waterline Extension Project

Meeting Date: September 14th 2021

Staff Contact: Brian Harmon Public Works Director

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

REQUESTED COUNCIL ACTION

Consider approval of the construction contract with D & I Excavating Inc.

RECOMMENDED MOTION: *"I move to approve the City Administrator to sign the contract for the Roberts Road to I-5 Bore Connection: Waterline Extension Project between the City of Coburg and D & I Excavating Inc. after the review and approval of legal and Business Oregon"*

BACKGROUND

As part of the multi project Water Master Plan upgrades it is essential to get water to the other side of the freeway and back. This connection will provide water to the UGB Expansion and other users that have been promised water in past years. However, more importantly will provide water to the new reservoir that is also part of the Water Master Plan upgrades. The reservoir will be located near the hills of Diamond Ridge Estates. However, this water line will not feed or be connected to the Diamond Ridge Estates.

Branch engineering in conjunction with City staff have secured Right of Ways for the Crossing. There were three construction firms that bid on this part of the Water Master Plan upgrades. D & I Excavating Inc. out of Silverton Oregon was the low bidder at \$80,573 for PVC and \$81,693 for Ductile Pipe. Once we have an executed or signed contract with D & I Excavating Inc. we can schedule the Pre-Construction Meeting and get their construction schedule. We are hoping to have the project done by this winter or early spring.

In an effort to keep this project moving in the fall months, staff is asking for the approval for the City Administrator to sign the contract after the review of Business Oregon and legal. As Business Oregon has certain required contract language, and it can take a lot of time to approve a contract, staff needs to get approval from Council now in order to not hold it up any longer once Business Oregon has approved. Once Business Oregon has approved with their required language, it will be reviewed through the legal. The contract used for this project is the required Business Oregon Contract.

BUDGET

- The amount of the contract will not exceed \$81,693. The funding source for this project is through Business Oregon and some Water SDC Funds.
-

RECOMMENDATIONS AND ALTERNATIVES

The alternatives for City Council include:

1. Take no action. If the Council chooses this step, the contract will not be awarded.
 2. Approve the contract as drafted.
 3. Adopt an amended contract. Council may make suggestions for contract changes. However, Council should consider that this contract language is the approved and required language of Business Oregon for the funded water projects.
-

PUBLIC INVOLVEMENT

N/A

NEXT STEPS

The next step would be to implement the contract.

ATTACHMENTS

- A. draft – construction contract
-

REVIEWED THROUGH

Anne Heath, City Administrator
Gary Darneille, City Attorney (after Business Oregon review)
Julie Leland, Branch Engineering
Brian Harmon, Public Works Director
Sammy Egbert, City Recorder

Addendum #1: Schedule of Bid Items
220-1

Section 220

SCHEDULE OF BID ITEMS - City of Coburg: Roberts Road to I-5 Bore Connection: Waterline Extension

ITEM NO.	ITEM DESCRIPTION	QTY	Unit	Unit Cost	Total Bid Price
1 00210	Mobilization, Bonds, And Insurance	1	Lump Sum	\$ 10,500	\$ 10,500
2 00225	Temporary Work Zone Traffic Control, Complete	1	Lump Sum	\$ 400	\$ 400
3 00280	Erosion Control	1	Lump Sum	\$ 218	\$ 218
4 00305	Site Layout, Complete	1	Lump Sum	\$ 650	\$ 650
5 00490	Pothole Utility Conflicts	1	Each	\$ 250	\$ 250
6 00310	Saw Cutting (Includes T-Cut)	1312	Foot	\$ 2.50	\$ 3,280
7 00310	Removal of Surfacing	110	Square Yards	\$ 8.00	\$ 880
8 00495	4-Inch HMAC Trench Resurfacing -2 Lifts	145	Square Yards	\$ 60	\$ 8,700
9 01050	Remove and Rebuild Fence	20	Lineal Feet	\$ 1.75	\$ 35
10 01140	12-Inch Waterline Connection to 12-Inch Existing Waterline	1	Each	\$ 720	\$ 720
11 01140	Ductile Iron Pipe Bend, 12-Inch (11.25 degrees)	1	Each	\$ 687	\$ 687
12 01140	Ductile Iron Pipe Bend, 12-Inch (22.5 degrees)	1	Each	\$ 705	\$ 705
13 01140	Ductile Iron Pipe Bend, 12-Inch (45 degrees)	2	Each	\$ 745	\$ 1,490
14 01150	12-Inch Tapping Sleeve and 12-Inch Valve Assembly	1	Each	\$ 7,210	\$ 7,210
15 01030	Site Restoration	1	Lump Sum	\$ 600	\$ 600
16 01140	Blow off Assembly, 2-Inch	1	Each	\$ 2,168	\$ 2,168
Base Bid Total				\$ 38,493.00	

Addendum #1: Schedule of Bid Items
220-2

Alternate #1

ITEM NO.	ITEM DESCRIPTION	QTY	Unit	Unit Cost	Total Bid Price
1 01140	12-Inch C900 Potable Water Pipe, Fittings & Couplings with Restrained Joints and Class B Backfill, 5'-10' Depth	320	Lineal Feet	\$ 131.50	\$ 42,080
Alternate #1 Bid Total				\$ 42,080	

Alternate #2

ITEM NO.	ITEM DESCRIPTION	QTY	Unit	Unit Cost	Total Bid Price
1 01140	12-Inch Ductile Iron Potable Water Pipe, Fittings & Couplings with Restrained Joints and Class B Backfill, 5'-10' Depth	320	Lineal Feet	\$ 135	\$ 43,200
Alternate #2 Bid Total				\$ 43,200	

Total Amount of Base Bid \$ 38,493

Total Base Bid price written out in words

thirty eight thousand four hundred ninety three dollars

Total Amount of Alternate #1 Bid \$ 42,080

Total Alternate #1 Bid price written out in words forty two thousand eighty dollars

Total Amount of Base Bid Plus Alternate #1 Bid \$ 80,573

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

eighty thousand five hundred seventy three dollars

Total Amount of Alternate #2 Bid \$ 43,200

Total Alternate #2 Bid price written out in words forty three thousand two hundred dollars

Total Amount of Base Bid Plus Alternate #2 Bid \$ 81,693

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

eighty one thousand six hundred ninety three dollars and zero cents

**Note: All Unit Price Bids should be considered as "Furnished and Installed".
Billing is to be as complete units and partial bills will not be paid.**

To Be Considered Responsive, the following must be signed and completed by your firm:

Addendum #1: Schedule of Bid Items
220-3

We hereby certify to do the work as specified and at the price as quoted in conformance to all the City, State and Federal Regulations that are applicable and will indemnify the 'City of Coburg' against all claims arising out of any actions caused by our company during the performance of this contract.

We hereby certify that we will comply with the provisions of ORS279C.840 (BOLI Wage Requirements).

Company D & I Excavating, Inc.

Address P.O. Box 1448 Silverton, OR 97381

By [Signature]
(Signature of Authorized Official)

Date 8-31-2021

By Derek Hansen
(Type or Print Name)

Phone 503-873-4295

Federal I.D. # 27-5373518

Fax 503-873-4297

Surety Company (Performance Bond) The Cincinnati Insurance Company

Contact at Surety Gilbert Quintero Phone 503-639-4220

CCB# 193460 No. Years Registered w/CCB 11

Are there any outstanding claims against your firm: Yes No X

Protest of Contractor Selection/Contract Award must be made by Written Notice within Five (5) Days of the Posted Award Date in accordance with OAR 137-049-0450

All the prospective bidders will have specific line items to bid on and the award will be made on the lowest qualified bid on the total bid items. The City will reserve the right to add or delete items as the project goes forward.

1. Liquidated Damages: See General Conditions 110.9.00.
2. Please invoice referencing the above exact line-item numbers and line items. All quantities must be approved by the Project Engineer before invoicing.

**INDEPENDENT CONTRACT SERVICES AGREEMENT
CITY OF COBURG**

PROJECT: Roberts Road to I-5 Bore Connection: Waterline Extension

Date: _____

Parties:

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

and D&I Excavating, Inc. ("CONTRACTOR")
P.O. Box 1948
Silverton, OR 97381

Additional Independent Contractor Information:

- a. Type of Entity: Sole Proprietorship Partners ☐ Limited Liability Comp Corporation ☐
- b. Address: P.O. Box 1948, Silverton, Oregon 97381
- c. Telephone: 503-873-4295
- d. Fax No. 503-873-4297
- e. Email: derekh@diexcavating.com
- f. SSN or Federal ID: 27-5373518
- g. Professional License(s) No.: CCB#193460
- h. Foreign Contractor ☐Yes ☒No
(Foreign means not domiciled in or registered to do business in Oregon)
- i. SAM Registration Active ☒Yes ☐No
- j. DUNS Number: 002093816
- k. Contractor Representative Name and Title: Derek Hansen, President

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

RECITALS

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

TERMS OF AGREEMENT

1. **Effective Date.** This Agreement is effective when signed by both parties. This agreement will expire on June 30, 2022, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties. Termination or expiration shall not extinguish or prejudice the City's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.
2. **Services.** Contractor shall complete services previously agreed to and as listed in **Exhibit A, Scope of Work**, and as listed in the Bid Item proposal dated 8/31/2021
3. **Water Project Specific Requirements.** Contractor shall accept the terms and requirements specific to Federal Safe Drinking Water Project requirements as specified in **Exhibit B**.
4. **Good Faith Efforts.** Any public water system receiving an award from the Safe Drinking Water Revolving Loan Fund and the Drinking Water Source Protection Fund must ensure good-faith implementation of the six good-faith efforts comprising the federal "Fair Share Program," for the solicitation of all contractors providing construction, equipment, supplies, engineering or other services that constitute the project financed by the award. **See Exhibit C.**
5. **Consideration.** City shall pay Contractor for the services based on time and materials as set forth in **Exhibit A**. The total payment for all services to complete the work under this Agreement, which includes allowable expenses or reimbursement and work performed to date, shall not exceed \$81,693.
 - a. Invoices will be directed to Branch Engineering, Attention Julie Leland 310 5th Street, Springfield, Oregon 97477. Invoices may also be emailed to Julie Leland at juliel@branchengineering.com. If an invoice is

delivered on a non-business day, the invoice shall be considered received on the next day the City's Finance Department is open for business. Invoices will be reviewed and then forwarded to the City for payment.

- 6. Standard of Care.** Contractor will provide services with the degree of skill and diligence normally employed by professional performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work. Be duly qualified expert.
- 7. Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600(1997), and incorporated herein by this reference.
- 8. Conformance with Oregon Public Contracts Law** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (**EXHIBIT D**).
- 9. Tax Duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including, but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.
- 10. Reimbursement of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.
- 11. Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.
- 12. No Authority to Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.

- 13. Federal Employment Status.** In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.
- 14. Hold Harmless.** Independent Contractor shall defend and hold harmless CITY, its agents, servants and employees from and against all claims, demands and judgment (including attorney fees), made or recovered against them including, but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any manner connected with this Agreement, to the extent that any such damage, injury or death is caused by, or sustained in connection with the performance of, Independent Contractor, its employees, servants or agents. CITY shall promptly notify Independent Contractor in a reasonable manner to facilitate the defense of any such claim.
- 15. Termination by City,** in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Thirty days' notice of termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by CITY. **A completed Federal Form W-9 shall accompany this signed document when returned by the Independent Contractor.**
- 16. Independent Contractor Termination:** The Independent Contractor shall give the CITY a ninety-day notice of termination, which will be effected by deliverance of a Notice of Termination to the City. Such notice shall include the date on which the termination is effective. The Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by the City to the Independent Contractor.
- 17. Rights in Data.** All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The

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

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

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

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

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

22. Attorney Fees. In the event a lawsuit of any kind is instituted on behalf of CITY to enforce any provision of this Agreement, Independent Contractor shall pay

such additional sums as the Court may adjudge reasonable for attorney fees plus all costs and disbursements at trial and on any appeal.

23. Force Majeure. Neither party to this Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. CITY may terminate this Agreement upon written notice after determining such delay or default will unreasonably prevent successful performance of the Agreement.

24. Assistance regarding Patent and Copyright Infringement. In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

25. Severability. If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

26. Access to Records. CITY and its duly authorized representatives shall have access to books, documents, papers and records of Independent Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

27. Waiver. Failure of CITY to enforce any provision of this Agreement shall not constitute a waiver or relinquishment by CITY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

28. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of CITY. No modification of this Agreement shall bind either party unless reduced to writing and subscribed by both parties, or ordered by a Court.

29. Nondiscrimination. Independent Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

30. Dual Payment. Independent Contractor shall not be compensated for work performed under this contract from any CITY agency other than the agency which is a party to this contract.

31. Remedies. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, and any litigation arising out of this Agreement shall be conducted in the courts of the State of Oregon, County of Washington.

32. Entire Agreement. This Agreement signed by both parties is the parties' final and entire Agreement and supersedes all prior and contemporaneous oral or written communications between the parties, their agent and representatives. There are no representations, promises, terms, conditions or obligations other than those contained herein.

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

CITY OF COBURG

Signature _____

Printed Name _____

Title: _____

Date: _____

Contract Service Provider

Name of Entity _____

Signature _____

Printed Name _____

Title: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES TO BE PERFORMED

See attached Schedule of Bid Items

EXHIBIT B

Construction Contract Requirements for Recipients of Safe Drinking Water financing

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

SAM Registration: http://www.sam.gov/portal/public/SAM/ NOTE: The SAM registration expires annually and must be kept active until the SDWRLF project is closed	DUNS Number http://www.dnb.com/get-a-duns-number.html
---	---

Language to be included verbatim in construction contracts according to any accompanying instructions

Clauses required in all Contracts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises (“DBE”) described in Section 4.1 of the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment,

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

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

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

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

- *DBE Six Good Faith Efforts and Form*

☐ **American Iron Steel**

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

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

☐ **Federal Labor Standards**

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

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

Prevailing Wage Requirements.

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

(1) Minimum wages.

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

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

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

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

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

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

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

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

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or

any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

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

a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

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

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

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

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

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

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

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

(4) Apprentices and trainees

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

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

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

Additional Clauses for Contracts greater than 100,000

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

☐ **Federal Labor Standards**

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or

mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

(4) of this section.

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

5. Compliance Verification

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

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial

interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

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

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

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

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

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

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

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

Certification Regarding Lobbying

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Signed _____

Title _____

Date _____

EXHIBIT C

GOOD FAITH EFFORS

Six Good-Faith Efforts

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

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

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

Locating Disadvantaged Business Enterprises for Outreach

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

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

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

Prevention of Unfair Practices

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

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

EXHIBIT D

RELEVANT PROVISIONS OF ORS CHAPTER 279B

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

contain a condition that the contractor shall:

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

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

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

279B.235 Condition concerning hours of labor.

1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
2. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
 - a. Except as provided in subsection (4) of this section, contracts for services must obtain a provision that requires that persons employed under the

contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

- b. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.



COBURG CITY COUNCIL ISSUE ITEM

TOPIC: Receiving Property Donation – Police Vehicles:

2012 Dodge Charger

2013 Dodge Charger

2004 Ford Explorer

Meeting Date: September 14, 2021

Staff Contact: Larry Larson, Chief of Police

Contact: 541-682-7853, larry.larson@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Authorize the City to accept the donation of a 2012 Dodge Charger, 2013 Dodge Charger (patrol vehicles) and a 2004 Ford Explorer (pool car) from the Clackamas County Sheriff's Office.

Suggested Motion: I move to authorize the City of Coburg to accept the donation of a 2012 Dodge Charger, 2013 Dodge Charger, and a 2004 Ford Explorer to the Coburg Police Department.

BACKGROUND

As you know, the police department is always trying to update its vehicle fleet. Over the last few years Sgt. Joe Wicks has worked with the Clackamas County Sheriff's Office and built a relationship. As the sheriff's office updated its fleet, they had several patrol vehicles they were going to decommission.

The Clackamas County Sheriff's Office generously donated three vehicles to us at no cost with an ample amount of police equipment remaining installed; the vehicles come equipped with approximately \$10,000 to \$15,000 worth of equipment.

We met with their fleet manager and picked the best three vehicles they had scheduled for decommissioning. Two (2) Dodge Chargers to be used for patrol and one (1) Ford Explorer to be used as a pool car for the police department to be used for travel to training, take evidence to the crime lab, and to take evidence to Covanta for destruction, etc.

The acceptance of the donation saves the City thousands of dollars.

RECOMMENDATION AND ALTERNATIVES

The City Council may:

1. Authorize the acceptance of the donation.
 2. Choose to not accept the donation.
-

BUDGET / FINANCIAL IMPACT

The total cost for painting, lettering and radio installation is under \$5,000 for all three vehicles.

We have removed one of our patrol vehicles from the vehicle fleet as a donation to Oakridge Police Department. We will also be disposing of two of our older decommissioned patrol vehicles. One has a bad transmission and the other has a blown engine.

PUBLIC INVOLVEMENT

There has been no public involvement.

NEXT STEPS

If adopted, the next steps would be to implement moving the vehicles into the Police fleet.

ATTACHMENTS

1. Photographs of donated vehicles.
-

REVIEWED THROUGH:

Sammy, City Recorder

Anne Heath, City Administrator

ATTACHMENT A







COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: ODOT High Visibility Overtime Enforcement Program

Meeting Date: September 14th 2021

Staff Contact: Larry Larson, Chief of Police

Contact: 541-682-7853, larry.larson@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Information only.

Recommended Motion:

"I move that the Council accept the High Visibility Grant Funds awarded to the Coburg Police Department by the Oregon Department of Transportation".

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

- Community outreach.
-

BACKGROUND

One of the most frequent requests (or complaints) made to the Coburg Police Department is for traffic enforcement and speed enforcement.

Traffic enforcement is designed to promote public safety by stopping a violation, reducing crashes, and enhancing public enjoyment. At the same time, it deters other drivers from committing an infraction and historically changes behavior of the ticketed driver and onlookers. Presence of law enforcement is on every driver's mind on any roadway. In conjunction, safe driving techniques and unsafe alternatives and consequences keeps most vehicle drivers in a "checks and balances phenomenon" while operating a motor vehicle.

The Coburg Police Department has been awarded a \$9,640 in a High Visibility Overtime Enforcement Grant from the Oregon Department of Transportation-Transportation Safety Office. Officer Dan Miller took the initiative to seek out and complete this grant.

This includes overtime for Impaired Driving Enforcement \$3,000, Speed Enforcement \$2,000, Safety Belt Child Passenger Safety Enforcement \$2,000, Pedestrian Safety Enforcement \$1,500 and Distracted Driving Enforcement for \$1,140.

The traffic enforcement will be in addition to normal patrol enforcement duties.

RECOMMENDATION AND ALTERNATIVES

Recommendation is to implement the use of the ODOT High Visibility Overtime Enforcement Grant.

BUDGET / FINANCIAL IMPACT

Grant award of \$9,640 from High Visibility Overtime Enforcement Grant. As this grant was not budgeted for, it will need to be added as a revenue and expense item in the Police Department in a supplemental budget at the time that it is completed.

PUBLIC INVOLVEMENT

N/A

NEXT STEPS

Implementation of use of the ODOT High Visibility Overtime Enforcement Grant.

ATTACHMENTS

- A. Copy of the Coburg Police Department's award letter for the grant.
-

REVIEWED THROUGH

Anne Heath, City Administrator
Sammy Egbert, City Recorder



Oregon

Kate Brown, Governor

Item 9.

Department of Transportation
Driver and Motor Vehicle Services -
Transportation Safety Office
4040 Fairview Industrial Drive SE MS#3
Salem, OR 97302-1142
Phone: (503) 986-3883

7/15/2021

Congratulations!

The Coburg Police Department has been awarded \$9,640 in High Visibility Overtime Enforcement grant(s) from the Oregon Department of Transportation – Transportation Safety Office (TSO) for the FFY2022 grant year (October 1, 2021 – September 30, 2022). **This includes those overtime grants that are managed by both Oregon Impact (OI) and ODOT TSO.**

If you would like to accept some or all of these overtime grants, please submit your reply to this email TSDHVEGrant@odot.state.or.us acknowledging the grants your agency accepts and the grant amount per each award by close of business, **Friday, August 6, 2021**. Your agency's TSO Grant Manager[s], and/or OI will send you the Project Agreement paperwork to finalize each award.

Program Area: Impaired Driving Enforcement

Grant Name: Impaired Driving OT Enforcement

Award Amount: \$ 3,000

Grant Manager: Yvonne McNeil, Oregon Impact

Accept Award ☒ Decline Award ☐

Program Area: Speed Enforcement

Grant Name: Speed OT Enforcement

Award Amount: \$ 2,000

Grant Manager: Kristin Twenge, ODOT TSD

Accept Award ☒ Decline Award ☐

Program Area: Safety Belts/Child Passenger Safety Enforcement

Grant Name: Safety Belt/Child Passenger Safety OT Enforcement

Award Amount: \$ 2,000

Grant Manager: Kelly Mason, ODOT TSD

Accept Award ☒ Decline Award ☐

Program Area: Pedestrian Safety Enforcement**Grant Name: Pedestrian OT Enforcement****Award Amount: \$ 1,500****Grant Manager: Yvonne McNeil, Oregon Impact****Accept Award** ☒ **Decline Award** ☐**Program Area: Distracted Driving Enforcement****Grant Name: Distracted Driving OT Enforcement****Award Amount: \$ 1,140****Grant Manager: Yvonne McNeil, Oregon Impact****Accept Award** ☒ **Decline Award** ☐

This letter is a notification only, and not the grant project agreement. Additional paperwork and signatures are needed before execution; i.e., **do not conduct any billable work on these projects until you receive an actual executed grant agreement from either TSO and/or Oregon Impact (depending on the type of grant awarded)**. Otherwise, you will not be reimbursed for that work.

If you have any questions or need more information, please contact TSO's Grant Assistant, Naomi Dwyer at 503-949-8914 or at TSDHVEGrant@odot.state.or.us

We look forward to partnering with you this year on such an important life-saving program, and thank you for all that you do.

Sincerely,



Traci Pearl
Transportation Safety Office

COBURG CITY COUNCIL MONTHLY REPORTS



TOPIC: American Recovery Funds

Meeting Date: September 14, 2021

Staff Contact: Anne Heath

Contact: 541-682-7871, Anne.Heath@ci.coburg.or.us

REQUESTED COUNCIL ACTION:

Information Only

CITY COUNCIL GOAL

Responsible Fiscal Stewardship

BACKGROUND

On March 11, 2021, President Joe Biden signed the American Rescue Plan. The Plan, also referred to as the Covid-19 Stimulus Package was a 1.9 trillion economic stimulus bill intended to speed up the United States' recovery from the economic and health effects of Covid-19 pandemic and the ongoing recession. Specifically, the bill provides funding for a wide range of programs directed at a state, local and private employment level. One important part of the bill provides that funds be directly issued to local government agencies in every state.

On June 24, 2021, the final guidance was released for State and local governments. This final guidance provided a very focused framework in which funds can be spent. These categories are very differently titled but are similar in nature to the Governors 10-point plan released earlier in the year.

EXPENDITURE CATEGORIES (Copy attached of expanded table)

1. Public Health
 2. Negative Economic Impacts
 3. Services to Disproportionately Impacted Communities
 4. Premium Pay
 5. Infrastructure
 6. Revenue Replacement
 7. Administrative – Expenses and Transferable Funds
-

USES THAT MEET THE GOALS AND WORKPLAN OF THE CITY

A review of the current work plan of the City finds the following projects that could be considered for these funds:

- Development of Broadband Plan, Broadband Infrastructure
- Water Master Project
- Replacement of Sewer Tanks
- Design of Public Works Shop (this is still a bit hazy as to whether it would qualify)
- Support Community Economic Development
- Continue to support businesses through Covid-19 recovery
- Planning and implementation of Bike Kiosk, and citizens and visitors rest and relaxation areas in town.
- Improve Citizen Communications – Equipment for virtual meetings installed in Council Chamber, possible Civic Ready Platform which allows for push out of information to citizens by opt in texts and emails.

Some projects that have been under discussion that could be funded are Main Street Projects that build on Economic Development and Recovery of the Community. Providing some funding to this would encourage these projects and the volunteers working on them. These could include:

- Community Art
- Design and Implementation of a downtown plaza with outdoor seating
- Street Design that encourages safe downtown walking and biking.
- Marketing for the downtown businesses
- Possible Upgrades to IOOF

City Council does not need to decide on one project to fund. There could be multiple projects funded that would make a big difference to the community as a whole.

BUDGET

The City received the first installment of these funds on August 31, 2021 in the amount of \$129,864. These funds have been placed in savings. This is the first installment. We will receive the second installment in the late spring of 2022 for the same amount. This is approximately \$20,000 more than initially projected as we had updated population figures released by Portland State. The funds need to be spent by December 31, 2024.

CONCLUSION

Ultimately, it will be up to the City Council to decide the most urgent and useful application of these funds. Council should discuss and share with staff any further information that they might need in order to make a decision.

These funds are budgeted in the General Fund at this time and they may be moved to appropriate funds when the Council makes their decision as to where they wish the funds to be utilized

ATTACHMENTS

- A. American Recovery – Expenditure Categories
- B. Allocations to Cities in Oregon

Reviewed Through

Tim Gaines, Finance Director
Sammy Egbert, City Recorder

**Appendix 1: Expenditure Categories**

The Expenditure Categories (EC) listed below must be used to categorize each project as noted in Part 2 above. The term "Expenditure Category" refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

1: Public Health	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
2: Negative Economic Impacts	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^

Name	Allocation	Tranch 1	Tranch 2
Adair Village city	\$ 194,019.30	\$ 97,009.65	\$ 97,009.65
Adams city	79,250.44	39,625.22	39,625.22
Adrian city	38,404.28	19,202.14	19,202.14
Amity city	382,710.83	191,355.41	191,355.42
Antelope city	11,099.50	5,549.75	5,549.75
Arlington city	133,194.02	66,597.01	66,597.01
Astoria city	2,223,230.26	1,111,615.13	1,111,615.13
Athena city	253,956.61	126,978.30	126,978.31
Aumsville city	927,918.37	463,959.18	463,959.19
Aurora city	230,647.65	115,323.82	115,323.83
Baker City city	2,177,500.31	1,088,750.15	1,088,750.16
Bandon city	698,824.65	349,412.32	349,412.33
Banks city	451,971.72	225,985.86	225,985.86
Barlow city	32,632.54	16,316.27	16,316.27
Bay City city	311,674.02	155,837.01	155,837.01
Boardman city	832,240.66	416,120.33	416,120.33
Bonanza town	94,567.76	47,283.88	47,283.88
Brookings city	1,438,495.46	719,247.73	719,247.73
Brownsville city	404,687.84	202,343.92	202,343.92
Burns city	620,240.17	310,120.08	310,120.09
Butte Falls town	101,449.45	50,724.72	50,724.73
Canby city	3,980,725.41	1,990,362.70	1,990,362.71
Cannon Beach city	392,478.39	196,239.19	196,239.20
Canyon City town	147,845.37	73,922.68	73,922.69
Canyonville city	436,210.43	218,105.21	218,105.22
Carlton city	484,382.27	242,191.13	242,191.14
Cascade Locks city	257,730.44	128,865.22	128,865.22
Cave Junction city	438,874.31	219,437.15	219,437.16
Central Point city	4,184,068.29	2,092,034.14	2,092,034.15
Chiloquin city	167,602.48	83,801.24	83,801.24
Clatskanie city	406,241.77	203,120.88	203,120.89
Coburg city	259,728.35	129,864.17	129,864.18
Columbia City city	448,863.86	224,431.93	224,431.93
Condon city	154,727.06	77,363.53	77,363.53
Coos Bay city	3,631,979.06	1,815,989.53	1,815,989.53
Coquille city	874,196.78	437,098.39	437,098.39
Cornelius city	2,846,356.30	1,423,178.15	1,423,178.15
Cottage Grove city	2,323,125.78	1,161,562.89	1,161,562.89
Cove city	144,959.50	72,479.75	72,479.75
Creswell city	1,229,824.83	614,912.41	614,912.42
Culver city	372,943.27	186,471.63	186,471.64
Dallas city	3,769,168.90	1,884,584.45	1,884,584.45
Dayton city	609,140.67	304,570.33	304,570.34
Dayville town	32,410.55	16,205.27	16,205.28
Depoe Bay city	332,763.07	166,381.53	166,381.54
Detroit city	49,947.76	24,973.88	24,973.88

Donald city	235,309.44	117,654.72	117,654.72
Drain city	265,056.11	132,528.05	132,528.06
Dufur city	141,851.64	70,925.82	70,925.82
Dundee city	726,795.39	363,397.69	363,397.70
Dunes City city	312,118.00	156,059.00	156,059.00
Durham city	427,996.80	213,998.40	213,998.40
Eagle Point city	2,120,892.85	1,060,446.42	1,060,446.43
Echo city	157,612.93	78,806.46	78,806.47
Elgin city	398,916.10	199,458.05	199,458.05
Elkton city	44,176.02	22,088.01	22,088.01
Enterprise city	443,092.12	221,546.06	221,546.06
Estacada city	836,902.45	418,451.22	418,451.23
Fairview city	2,123,778.72	1,061,889.36	1,061,889.36
Falls City city	234,421.48	117,210.74	117,210.74
Florence city	2,031,430.86	1,015,715.43	1,015,715.43
Forest Grove city	5,672,511.51	2,836,255.75	2,836,255.76
Fossil city	97,231.64	48,615.82	48,615.82
Garibaldi city	182,475.81	91,237.90	91,237.91
Gaston city	160,276.81	80,138.40	80,138.41
Gates city	113,880.89	56,940.44	56,940.45
Gearhart city	362,731.73	181,365.86	181,365.87
Gervais city	613,136.49	306,568.24	306,568.25
Gladstone city	2,735,805.26	1,367,902.63	1,367,902.63
Glendale city	199,125.07	99,562.53	99,562.54
Gold Beach city	511,465.05	255,732.52	255,732.53
Gold Hill city	287,699.09	143,849.54	143,849.55
Granite city	7,991.64	3,995.82	3,995.82
Grass Valley city	36,628.36	18,314.18	18,314.18
Haines city	93,679.80	46,839.90	46,839.90
Halfway city	64,821.09	32,410.54	32,410.55
Halsey city	222,212.03	111,106.01	111,106.02
Happy Valley city	5,006,541.39	2,503,270.69	2,503,270.70
Harrisburg city	865,095.19	432,547.59	432,547.60
Helix city	40,846.17	20,423.08	20,423.09
Heppner city	281,039.39	140,519.69	140,519.70
Hermiston city	3,947,426.90	1,973,713.45	1,973,713.45
Hines city	342,974.61	171,487.30	171,487.31
Hood River city	1,731,744.31	865,872.15	865,872.16
Hubbard city	792,504.45	396,252.22	396,252.23
Huntington city	96,787.66	48,393.83	48,393.83
Idanha city	35,740.40	17,870.20	17,870.20
Imbler city	71,036.81	35,518.40	35,518.41
Independence city	2,280,281.70	1,140,140.85	1,140,140.85
Ione city	72,812.73	36,406.36	36,406.37
Irrigon city	393,588.34	196,794.17	196,794.17
Island City city	229,315.71	114,657.85	114,657.86
Jacksonville city	643,549.13	321,774.56	321,774.57

Jefferson city	746,774.50	373,387.25	373,387.25
John Day city	371,167.35	185,583.67	185,583.68
Johnson City city	139,631.74	69,815.87	69,815.87
Jordan Valley city	39,292.24	19,646.12	19,646.12
Joseph city	249,516.81	124,758.40	124,758.41
Junction City city	1,382,775.96	691,387.98	691,387.98
Keizer city	8,815,890.48	4,407,945.24	4,407,945.24
King City city	978,532.10	489,266.05	489,266.05
Klamath Falls city	4,828,949.35	2,414,474.67	2,414,474.68
Lafayette city	946,787.52	473,393.76	473,393.76
La Grande city	3,022,172.41	1,511,086.20	1,511,086.21
Lake Oswego city	8,840,087.39	4,420,043.69	4,420,043.70
Lakeside city	399,138.09	199,569.04	199,569.05
Lakeview town	512,796.99	256,398.49	256,398.50
La Pine city	428,218.79	214,109.39	214,109.40
Lexington town	52,389.65	26,194.83	26,194.82
Lincoln City city	2,035,648.67	1,017,824.34	1,017,824.33
Lonerock city	4,883.78	2,441.89	2,441.89
Long Creek city	42,178.11	21,089.06	21,089.05
Lostine city	49,503.78	24,751.89	24,751.89
Lowell city	260,394.32	130,197.16	130,197.16
Lyons city	286,367.15	143,183.58	143,183.57
McMinnville city	7,712,599.98	3,856,299.99	3,856,299.99
Madras city	1,565,251.78	782,625.89	782,625.89
Malin city	184,695.71	92,347.86	92,347.85
Manzanita city	146,735.42	73,367.71	73,367.71
Maupin city	97,897.61	48,948.81	48,948.80
Maywood Park city	188,469.54	94,234.77	94,234.77
Merrill city	189,801.48	94,900.74	94,900.74
Metolius city	177,814.02	88,907.01	88,907.01
Mill City city	436,876.40	218,438.20	218,438.20
Millersburg city	567,628.53	283,814.27	283,814.26
Milton-Freewater city	1,570,357.55	785,178.78	785,178.77
Milwaukie city	4,659,570.95	2,329,785.48	2,329,785.47
Mitchell city	26,860.79	13,430.40	13,430.39
Molalla city	2,056,737.73	1,028,368.87	1,028,368.86
Monmouth city	2,349,986.57	1,174,993.29	1,174,993.28
Monroe city	145,181.49	72,590.75	72,590.74
Monument city	27,748.76	13,874.38	13,874.38
Moro city	72,812.73	36,406.37	36,406.36
Mosier city	103,003.38	51,501.69	51,501.69
Mount Angel city	803,381.96	401,690.98	401,690.98
Mount Vernon city	113,658.90	56,829.45	56,829.45
Myrtle Creek city	773,191.31	386,595.66	386,595.65
Myrtle Point city	568,072.51	284,036.26	284,036.25
Nehalem city	65,931.04	32,965.52	32,965.52
Newberg city	5,302,454.11	2,651,227.06	2,651,227.05

Newport city	2,409,257.91	1,204,628.96	1,204,628.95
North Bend city	2,168,398.72	1,084,199.36	1,084,199.36
North Plains city	489,044.06	244,522.03	244,522.03
North Powder city	102,115.42	51,057.71	51,057.71
Nyssa city	707,038.28	353,519.14	353,519.14
Oakland city	211,778.50	105,889.25	105,889.25
Oakridge city	748,106.44	374,053.22	374,053.22
Ontario city	2,440,558.51	1,220,279.26	1,220,279.25
Oregon City city	8,288,886.12	4,144,443.06	4,144,443.06
Paisley city	53,721.59	26,860.80	26,860.79
Pendleton city	3,726,990.79	1,863,495.40	1,863,495.39
Philomath city	1,257,795.57	628,897.79	628,897.78
Phoenix city	1,032,919.66	516,459.83	516,459.83
Pilot Rock city	334,982.97	167,491.49	167,491.48
Port Orford city	255,954.52	127,977.26	127,977.26
Powers city	150,953.23	75,476.62	75,476.61
Prairie City city	194,463.28	97,231.64	97,231.64
Prescott city	13,985.37	6,992.69	6,992.68
Prineville city	2,382,841.10	1,191,420.55	1,191,420.55
Rainier city	446,199.98	223,099.99	223,099.99
Reedsport city	912,823.05	456,411.53	456,411.52
Richland city	39,292.24	19,646.12	19,646.12
Riddle city	271,049.84	135,524.92	135,524.92
Rivergrove city	82,580.30	41,290.15	41,290.15
Rockaway Beach city	314,337.90	157,168.95	157,168.95
Rogue River city	517,458.78	258,729.39	258,729.39
Roseburg city	5,212,104.17	2,606,052.09	2,606,052.08
Rufus city	56,163.48	28,081.74	28,081.74
St. Helens city	3,049,921.17	1,524,960.59	1,524,960.58
St. Paul city	101,005.47	50,502.74	50,502.73
Sandy city	2,527,800.59	1,263,900.30	1,263,900.29
Scappoose city	1,679,132.67	839,566.34	839,566.33
Scio city	222,434.02	111,217.01	111,217.01
Scotts Mills city	87,242.09	43,621.05	43,621.04
Seaside city	1,529,955.36	764,977.68	764,977.68
Seneca city	50,835.72	25,417.86	25,417.86
Shady Cove city	694,606.84	347,303.42	347,303.42
Shaniko city	8,213.63	4,106.82	4,106.81
Sheridan city	1,379,668.10	689,834.05	689,834.05
Sherwood city	4,412,940.02	2,206,470.01	2,206,470.01
Siletz city	289,697.00	144,848.50	144,848.50
Silverton city	2,357,090.25	1,178,545.13	1,178,545.12
Sisters city	617,354.30	308,677.15	308,677.15
Sodaville city	76,586.56	38,293.28	38,293.28
Spray town	32,854.53	16,427.27	16,427.26
Stanfield city	468,842.97	234,421.49	234,421.48
Stayton city	1,841,407.39	920,703.70	920,703.69

Sublimity city	615,356.39	307,678.20	307,678.19
Summerville town	31,966.57	15,983.29	15,983.28
Sumpter city	45,729.95	22,864.98	22,864.97
Sutherlin city	1,816,766.49	908,383.25	908,383.24
Sweet Home city	2,214,794.64	1,107,397.32	1,107,397.32
Talent city	1,466,910.19	733,455.10	733,455.09
Tangent city	299,020.58	149,510.29	149,510.29
The Dalles city	3,498,785.03	1,749,392.52	1,749,392.51
Tillamook city	1,188,756.67	594,378.34	594,378.33
Toledo city	808,931.71	404,465.86	404,465.85
Troutdale city	3,592,464.83	1,796,232.42	1,796,232.41
Tualatin city	6,179,536.76	3,089,768.38	3,089,768.38
Turner city	470,840.88	235,420.44	235,420.44
Ukiah city	46,173.93	23,086.97	23,086.96
Umatilla city	1,625,189.09	812,594.55	812,594.54
Union city	493,039.88	246,519.94	246,519.94
Unity city	15,539.30	7,769.65	7,769.65
Vale city	403,577.89	201,788.95	201,788.94
Veneta city	1,122,381.65	561,190.83	561,190.82
Vernonia city	506,359.28	253,179.64	253,179.64
Waldport city	495,037.79	247,518.90	247,518.89
Wallowa city	185,805.66	92,902.83	92,902.83
Warrenton city	1,274,000.84	637,000.42	637,000.42
Wasco city	91,459.90	45,729.95	45,729.95
Waterloo town	56,829.45	28,414.73	28,414.72
Westfir city	59,271.34	29,635.67	29,635.67
West Linn city	5,935,125.73	2,967,562.87	2,967,562.86
Weston city	144,515.52	72,257.76	72,257.76
Wheeler city	97,675.62	48,837.81	48,837.81
Willamina city	499,477.59	249,738.80	249,738.79
Wilsonville city	5,531,547.83	2,765,773.92	2,765,773.91
Winston city	1,223,387.11	611,693.56	611,693.55
Woodburn city	5,832,344.34	2,916,172.17	2,916,172.17
Wood Village city	908,605.24	454,302.62	454,302.62
Yachats city	174,040.19	87,020.10	87,020.09
Yamhill city	259,506.36	129,753.18	129,753.18
Yoncalla city	243,301.08	121,650.54	121,650.54
	\$ 248,351,580.00	\$ 124,175,790.00	\$ 124,175,790.00



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Finance Department Monthly Report

Meeting Date: September 14, 2021

Staff Contact: Tim Gaines

Contact: 541-682-7870, tim.gaines@ci.coburg.or.us

REQUESTED COUNCIL ACTION

- Information only
-

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

2020-21 City Council Goals:

- Fiscal Stewardship
-

ANALYSIS

Important notes regarding the month ended June 30, 2021

- June is the 12th month of the fiscal year. If revenues and expenses were spread evenly throughout the year, the City should be at 100% of budget with each.

Council should be aware the transactions for the fiscal year end continue to be processed through August 31. While the majority of all transactions have been processed at this date, there are year-end required entries that will change the final numbers. Therefore, this report should be considered a preliminary reporting of the year-end. The final numbers will be reflected in the financial statement prepared by the auditors.

- **Whole City Revenue** received \$5,889,793 or 83% of budgeted. Compared to \$4,950,099 last year at month end which was 64%. The following are important points to consider regarding revenues:
 - The URA transferred \$400,000 to the Sewer Debt Department this month.
 - Reimbursement requests for the budgeted Water Master Project have been submitted but have not yet been received.
 - Expected development and correlated SDC revenues have not transpired.
 - The Water Project reimbursements will not meet the budgeted amounts for 2021. The project is not going as quickly as we had anticipated largely due to the impact of COVID-19. Therefore, those revenues have been moved forward into future budget years.
 - As of June 31, 2021, tax receipts were \$838,621 which exceeds the budget for current taxes to be received by \$109,456.

- The last quarter of revenues received for items such as franchise fees, state shared revenues, gas tax, property tax, and tourism are not always received at year-end. They may not be “in the bank” until July or August.
 - State fuel taxes exceeded budget generating \$99,917 in revenue. City Fuel taxes generated \$125,177 in revenue this year.
 - Water and Sewer Fees have exceeded budgeted revenues. Currently Water User Fees are at approximately 102% and Sewer User Fees are at approximately 105%.
- Whole City Expenses are \$5,686,591 which is 80% of budgeted. Compared to \$5,125,157 last year at month end which was 64%.
 - Capital projects of the City are in process but don’t always fall in the months expected.
 - Capital expenditures have been paid, but not reimbursed as of June.
 - All of City Debt has been paid in the utility accounts.
 - All Funds, General, Streets, Water, Sewer are operating within their budgets.
 - The budget reflects transfers approved by City Council at their May meeting.
 - There is a 3% difference between Revenues received and Expenditures, which is what we hope for at a minimum.

As a general rule, June is not fully closed until August 31 which is the deadline for including revenues and expenses from the previous fiscal year. At that point the City books are closed and we are making final year-end entries. The Council will not see a report on June again until the presentation of the financial statements.

PUBLIC INVOLVEMENT

N/A

NEXT STEPS

- Year End Closing
- Audit Preparation

ATTACHMENTS

- A. Budget Performance Analysis – General Fund
 - B. Full City Revenue and Expense Charts
 - C. Fund Total sheets – From Springbrook
 - D. Cash on Hand Spreadsheet
 - E. Checks written list for June 2021
 - F. Bank Statements – June 2021
 - G. LGIP Statements – June 2021
-

REVIEWED BY:

Anne Heath, City Administrator

CITY OF COBURG

GENERAL FUND BUDGET PERFORMANCE ANALYSIS

June 30, 2021

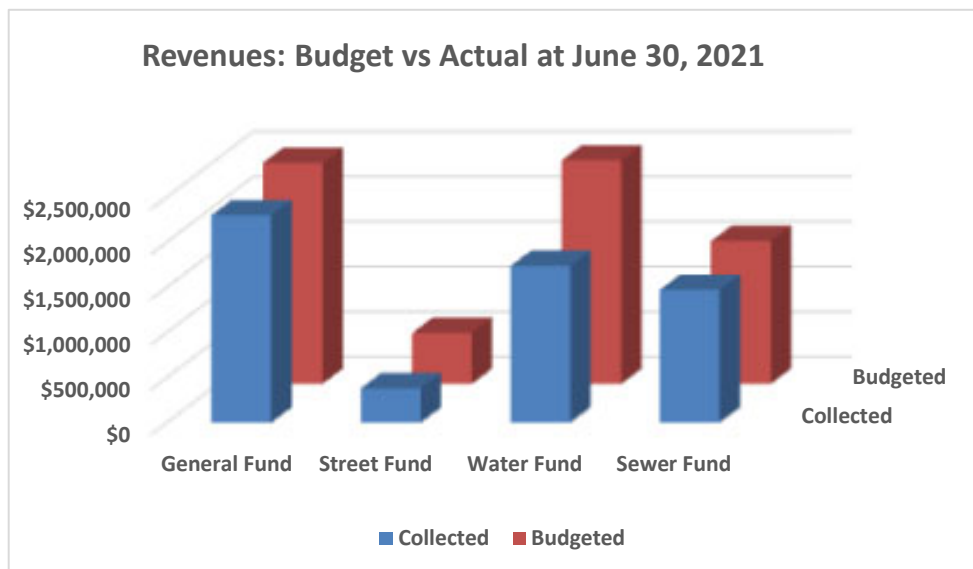
CURRENT BUDGET YEAR 2020-21																											
Account #	Account Name	HISTORICAL ACTUALS																									
		2013-14	2014-15	2015-16	2016-17	2017-2018	2018-19	2019-20			Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	YTD	YTD							
TOTAL GENERAL FUND REVENUE		2,112,600	1,523,483	2,372,938	1,920,492	2,322,272	2,764,876	2,075,738			199,567	-22,471	152,512	128,516	406,277	581,087	106,714	130,181	146,041	113,239	172,434	185,088	2,299,185	2,448,238	149,053.00	94%	
PERSONAL SERVICES		Beginning Fund Balance																									
ADMINISTRATION		100,974	296,470	279,982	305,091	339,253	412,997	448,344			36,122	29,827	46,249	35,429	37,281	33,598	43,271	35,286	50,447	35,552	40,011	27,081	450,154	534,009	-83,855	-16%	
PLANNING		52,923	1,173	32,473	49,664	60,154	87,192	79,098			7,589	-1,304	0	2,324	3,305	4,211	3,514	3,452	4,836	3,705	3,881	3,889	39,402	94,040	-54,638	-58%	
POLICE		313,959	268,003	279,231	284,948	354,383	390,597	401,572			14,508	34,264	55,590	35,032	36,270	37,011	40,363	37,473	52,605	43,994	39,921	42,211	469,242	525,796	-56,554	-11%	
COURT		67,721	76,394	80,072	86,201	95,160	97,451	104,352			6,060	8,176	10,707	8,176	8,705	8,176	9,146	8,351	11,753	8,538	8,538	9,403	105,729	109,889	-4,160	-4%	
PUBLIC WORKS		0	209,057	306,212	298,864	273,993	330,627	397,303			23,506	38,715	42,807	31,096	24,255	32,321	33,364	31,618	45,427	32,401	32,557	36,092	404,159	412,575	-8,416	-2%	
TOTAL PERSONAL SERVICES		535,577	851,096	977,969	1,024,768	1,122,943	1,318,864	1,430,669			87,785	109,678	155,353	112,057	109,816	115,317	129,658	116,180	165,068	124,190	124,908	118,676	1,468,686	1,676,309	-207,623	-12%	
MATERIALS AND SERVICES		1,468,686 proof																									
ADMINISTRATION		1,337,527	245,910	186,639	226,043	248,187	220,817	219,341			9,737	19,980	16,979	54,338	15,166	9,524	22,908	15,726	24,710	4,034	37,375	25,217	255,694	252,167	3,527	1%	
FACILITIES		0	0	77,228	97,833	170,524	82,624	153,795			1,963	4,143	21,739	10,348	-10,431	2,174	5,637	10,834	4,201	2,262	3,489	8,253	64,612	99,485	-34,873	-35%	
PLANNING		58,665	37,522	59,027	151,662	235,060	258,088	101,478			15,306	2,084	1,691	16,536	34,355	2,387	17,951	19,969	4,115	16,476	13,498	26,722	171,090	159,930	11,160	7%	
ECONOMIC DEVELOPMENT		6,968	16,793	11,887	50,451	23,836	42,939	80,991			5,000	2,378	16	195	1,097	0	3,096	150	979	-723	2,454	2,891	17,533	21,600	-4,067	-19%	
PARK & PARK CAPITAL		0	0	0	67,307	90,399	59,280	450,213			50,098	42,768	6,958	6,948	4,086	3,402	2,039	2,194	736	5,407	1,807	4,332	130,775	97,450	33,325	34%	
POLICE		95,943	91,704	90,252	115,200	117,469	118,724	142,855			-36	839	20,484	6,790	2,248	25,524	2,860	3,223	20,518	2,488	5,934	33,684	124,556	160,800	-36,244	-23%	
COURT		64,848	44,586	22,943	19,796	28,606	27,291	38,908			824	528	2,685	1,136	3,291	1,040	839	1,246	2,426	1,840	2,480	5,949	24,284	42,050	-17,766	-42%	
TOTAL MATERIALS AND SERVICES		1,563,951	436,515	447,976	728,292	914,081	809,763	1,187,581			82,892	72,720	70,552	96,291	49,812	44,051	55,330	53,342	57,685	31,784	67,037	107,048	788,544	833,482	-44,938	-5%	
INTERFUND TRANSFERS-OUT		788,544 proof																									
PARK FUND		0	82,342	97,000			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
WATER CAPITAL FUND				84,403			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
PAYROLL ALLOCATION -PLANNING				22,398	19,601		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
STREET FUND								50,000																			
SEWER FUND		0	50,000	621,205	50,000		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL TRANSFERS OUT		0	0	132,342	825,006	69,601	0	50,000	50,000		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL EXPENSES		2,099,528	1,419,953	2,250,951	1,822,661	2,037,024	2,178,627	2,668,250			170,677	182,398	225,905	208,348	159,628	159,368	184,988	169,522	222,753	155,974	191,945	225,724	2,257,230	2,509,791	-252,561	90%	
TOTAL REVENUE/(LOSS)		13,072	103,530	121,987	97,831	285,248	586,250	-592,512			28,890	-204,869	-73,393	-79,832	246,649	421,719	-78,274	-39,341	-76,712	-42,735	-19,511	-40,636	41,955				
												Net Income/Loss															
																								250,000		Contingency	
																								583,675		Ending Fund Balance	
																								3,343,466		Budget Expenditures	
																						</					

CITY OF COBURG

REVENUES COLLECTED COMPARED TO BUDGET

Fiscal Year To Date As Of June 2021

Fund	Collected	Budgeted	Difference	Percentage
General Fund	\$2,299,136	\$2,448,238	\$149,102	94%
Street Fund	\$382,143	\$564,822	\$182,679	68%
Water Fund	\$1,735,803	\$2,478,360	\$742,557	70%
Sewer Fund	\$1,472,711	\$1,582,603	\$109,892	93%
TOTAL ALL FUNDS	\$5,889,793	\$7,074,023	\$1,184,230	83%



Important Notes:

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

Budgeted revenues are net of Beginning Fund balance,

which means the budgeted amounts do not include Beginning Fund Balance

Property tax receipts for the month of June were \$16,764.

Water exceeded budget by \$18,767 and Sewer exceeded budget by \$41,590.

Grant Funds and Debt Reimbursement (Water Project) have not been received yet.

URA transfer of \$400,000 was made to the Sewer Fund to support debt.

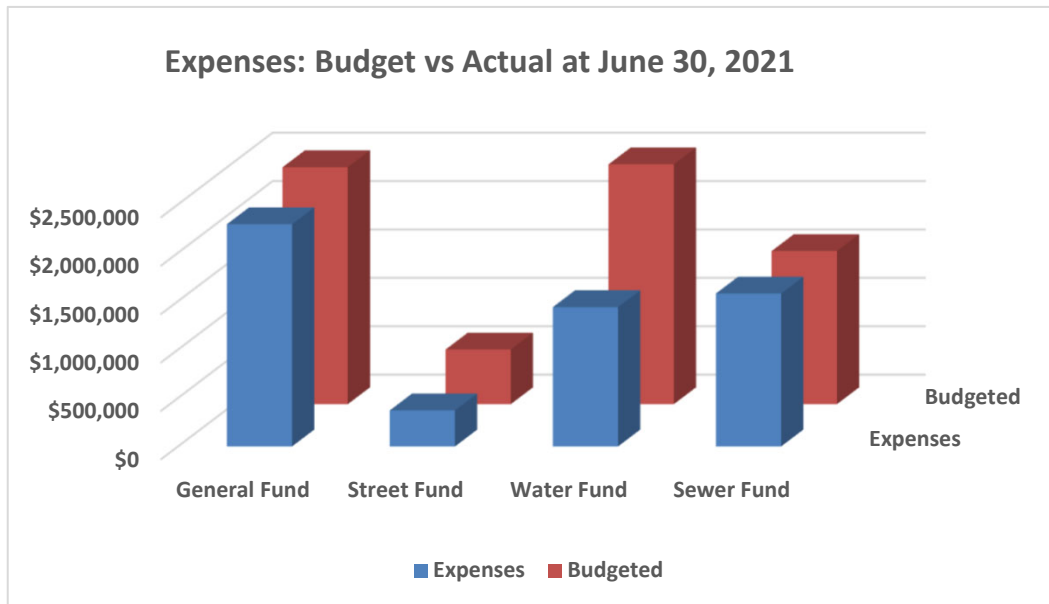
State shared revenues through four quarters are \$23,207. We budgeted \$15,640 for FY 2021.

As of June 30th, the City has received \$838,621 in property taxes. We have exceeded budget by \$109,456.

EXPENSES INCURRED COMPARED TO BUDGET

Fiscal Year To Date As Of June 2021

Fund	Expenses	Budgeted	Difference	Percentage
General Fund	\$2,295,566	\$2,448,238	\$152,672	94%
Street Fund	\$372,506	\$564,822	\$192,316	66%
Water Fund	\$1,438,863	\$2,478,360	\$1,039,497	58%
Sewer Fund	\$1,579,656	\$1,582,603	\$2,947	100%
TOTAL ALL FUNDS	\$5,686,591	\$7,074,023	\$1,387,432	80%



Important Notes

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

Water and Street projects have been delayed due to Covid-19

Budgeted expenses are net of Beginning Fund balance,

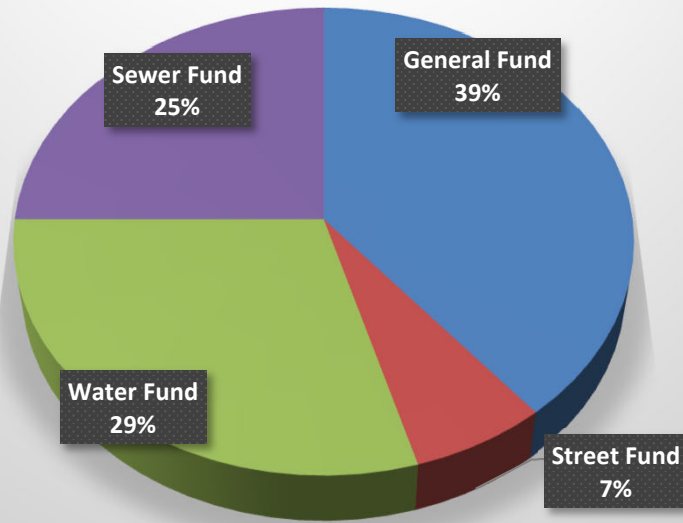
which means the budgeted amounts do not include Beginning Fund Balance

All Personal Services are within budget.

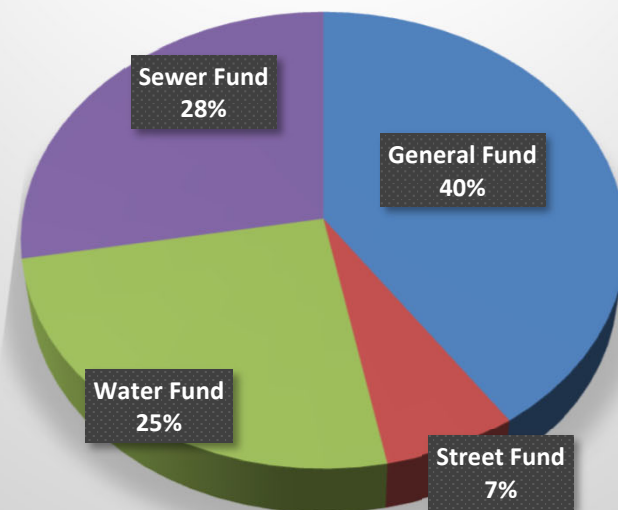
Materials & Services are all within budget.

Scheduled Capital Projects are time sensitive and not reflected until later in the year.

CITY WIDE REVENUES 5/31/2021



CITY WIDE EXPENSES 5/31/2021



Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	3,343,466.00	185,087.79	2,299,135.56	1,044,330.44	0.00	1,044,330.44	31.23
	Fund Expense Sub Totals:	3,343,466.00	259,232.52	2,295,565.67	1,047,900.33	0.00	1,047,900.33	31.34
	Fund 001 Sub Totals:	0.00	74,144.73	-3,569.89	3,569.89	0.00		

General Fund

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	1,254,312.00	49,063.99	382,143.38	872,168.62	0.00	872,168.62	69.53
	Fund Expense Sub Totals:	1,254,312.00	47,001.49	372,506.10	881,805.90	0.00	881,805.90	70.30
	Fund 003 Sub Totals:	0.00	-2,062.50	-9,637.28	9,637.28	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	3,459,251.00	279,806.07	1,735,803.00	1,723,448.00	0.00	1,723,448.00	49.82
	Fund Expense Sub Totals:	3,459,251.00	62,245.38	1,438,863.00	2,020,388.00	0.00	2,020,388.00	58.41
	Fund 004 Sub Totals:	0.00	-217,560.69	-296,940.00	296,940.00	0.00		

Water Fund

Item 11.

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	3,879,686.00	495,643.11	1,472,710.86	2,406,975.14	0.00	2,406,975.14	62.04
	Fund Expense Sub Totals:	3,879,686.00	57,138.31	1,579,656.05	2,300,029.95	0.00	2,300,029.95	59.28
	Fund 005 Sub Totals:	0.00	-438,504.80	106,945.19	-106,945.19	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	11,936,715.00	1,009,600.96	5,889,792.80	6,046,922.20	0.00	6,046,922.20	50.66
	Expense Totals:	11,936,715.00	425,617.70	5,686,590.82	6,250,124.18	0.00	6,250,124.18	52.36
	Report Totals:	0.00	-583,983.26	-203,201.98	203,201.98	0.00		

Total All Funds

CITY OF COBURG

June 30, 2021

Fiscal Year 2021

CASH ON HAND PER FUND

Bank Accounts									
Funds	KEY BANK - GEN	SP GEN.	SP SDC	For	SP SAVINGS	For	SUMMIT BANK	POLICE EVID.	TOTAL
GEN 001	124,080	619,457			21,732				765,269
PD Drug Educ.									-
Park Cap	100,723		44,845	Park SDC					145,568
STREET 003	146,706	257,413	408,719	Street SDC					812,838
WATER 004	286,232	809,413	48,552	Water SDC					1,144,197
SEWER 005	433,409		903,852	Sewer SDC					1,364,517
SEWER DEBT	579,581				27,256	Membrane Replace			701,019
EVIDENCE					121,438	Sewer Debt Reserve	-	Sewer Debt Res	100
TOTAL	1,670,731	1,686,283	1,405,968		170,426		-		4,933,508

CIP SDCs

Cash Balance 6/30/2021	\$4,933,508
Cash Balance 6/30/2020	\$4,772,716
Difference	160,792

REVENUE GENERATION BY FUND

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

Accounts Payable

Checks by Date - Summary by Check Date

User: Tim Gaines
 Printed: 9/7/2021 4:08 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
86714	A1L474	A-1 Lock & Safe	06/02/2021	130.00
86715	AllSea	All Seasons Equipment	06/02/2021	55.07
86716	ANA165	Analytical Laboratory Group	06/02/2021	532.00
86717	BRA344	Branch Engineering	06/02/2021	7,792.98
86718	CAR476	Carquest Auto Parts	06/02/2021	198.11
86719	CasCol	Cascade Columbia Dist Co	06/02/2021	1,220.82
86720	CINTA	Cintas Corporation	06/02/2021	252.87
86721	CobQua	Coburg Road Quarry, LLC	06/02/2021	47.40
86722	CON188	Consolidated Supply Co.	06/02/2021	916.84
86723	DOCU	DocuTRAK Imaging, Inc.	06/02/2021	29.00
86724	EME131	Emerald People's Utility	06/02/2021	60.44
86725	FORMOS	Farmers Insurance	06/02/2021	600.00
86726	GovEth	Government Ethics Commission	06/02/2021	548.87
86727	HARVEY&P	Harvey & Price	06/02/2021	266.00
86728	HERC	Herc Rentals Inc.	06/02/2021	1,546.16
86729	HDEPOT	Home Depot Credit Services	06/02/2021	4,791.23
86730	Wilgra	Willamette Graystone, Inc	06/02/2021	26.00
86731	Lanfin	Lane County Finance Department	06/02/2021	791.10
86732	LESST	Les Schwab Tire	06/02/2021	232.69
86733	LASSIST	Life-Assist, Inc	06/02/2021	499.90
86734	MDA	MD Architect Design	06/02/2021	2,725.00
86735	MyComm	My-Comm Inc	06/02/2021	761.28
86736	NOR146	NW Natural	06/02/2021	24.65
86737	OHADWS	OHA Drinking Water	06/02/2021	3,300.00
86738	OreRev	Oregon Dept. of Revenue	06/02/2021	2,909.40
86739	Rexius	Rexius	06/02/2021	90.00
86740	RVBD	Riverbend Materials	06/02/2021	426.05
86741	TAG	The Automation Group, Inc.	06/02/2021	457.50
86742	TFI	Thermo Fluids, Inc	06/02/2021	50.00
86743	USA426	USA Blue Book	06/02/2021	1,074.38
86744	OSGP	Voya-Oregon Savings Growth Plan	06/02/2021	200.00
86745	WelWel	Welt & Welt, Inc	06/02/2021	128.00
86746	WIL209	Wildish Sand & Gravel	06/02/2021	75.40
Total for 6/2/2021:				32,759.14
86747	911Sup	911 Supply Inc	06/09/2021	275.13
86748	AESeur	A & E Security and Electronic Solutions	06/09/2021	62.85
86749	ANA165	Analytical Laboratory Group	06/09/2021	422.00
86750	AxonE	Axon Enterprises, Inc	06/09/2021	1,902.69
86751	CAR476	Carquest Auto Parts	06/09/2021	19.36
86752	CasCol	Cascade Columbia Dist Co	06/09/2021	1,936.00
86753	CenLin	CenturyLink	06/09/2021	49.23
86754	CINTA	Cintas Corporation	06/09/2021	118.59
86755	CTX	Copytronix	06/09/2021	45.12
86756	Earth2O	Earth2O	06/09/2021	74.76
86757	HDFow	HD Fowler Company	06/09/2021	1,358.10

Check No	Vendor No	Vendor Name	Check Date	Check	Item 11.
86758	HUNTER	Hunter Communications	06/09/2021		315.11
86759	OFL	IOOF	06/09/2021		1,500.00
86760	IRO100	Iron Mountain	06/09/2021		293.05
86761	LCSO	Lane County Sheriff's Office	06/09/2021		17,510.00
86762	OffDep	Office Depot Credit Plan	06/09/2021		133.20
86763	ONE193	One Call Concepts, Inc.	06/09/2021		14.40
86764	Rexius	Rexius	06/09/2021		19.68
86765	SIG100	Sign Pro	06/09/2021		1,250.00
86766	Verizon	Verizon Wireless	06/09/2021		595.04
86767	WelWel	Welt & Welt, Inc	06/09/2021		1,381.94
Total for 6/9/2021:					29,276.25
86768	ANA165	Analytical Laboratory Group	06/16/2021		266.00
86769	CasCol	Cascade Columbia Dist Co	06/16/2021		698.86
86770	CenLin	CenturyLink	06/16/2021		175.50
86771	CINTA	Cintas Corporation	06/16/2021		67.14
86772	DOCU	DocuTRAK Imaging, Inc.	06/16/2021		300.00
86773	EME131	Emerald People's Utility	06/16/2021		6,464.08
86774	JohnCon	Johnson Controls	06/16/2021		566.57
86775	Kimball	Kimball Midwest	06/16/2021		69.00
86776	LAN129	Lane Council of Governments	06/16/2021		627.00
86777	LanLin	Language Line Services	06/16/2021		10.50
86778	OHD	Overhead Door	06/16/2021		125.00
86779	PAC150	Pacific Power	06/16/2021		1,345.00
86780	RoyFlu	Royal Flush Environmental	06/16/2021		2,070.00
86781	TFD	Titan Fence & Deck	06/16/2021		4,350.00
86782	PhWill	Phillip Williams	06/16/2021		525.00
Total for 6/16/2021:					17,659.65
86783	AFL250	AFLAC	06/23/2021		520.18
86784	ANA165	Analytical Laboratory Group	06/23/2021		266.00
86785	CasCol	Cascade Columbia Dist Co	06/23/2021		844.00
86786	CenLin	CenturyLink	06/23/2021		277.68
86787	CINTA	Cintas Corporation	06/23/2021		118.59
86788	CitEug	City of Eugene	06/23/2021		292.95
86789	EME131	Emerald People's Utility	06/23/2021		35.89
86790	GSA	Goble Sampson Associates	06/23/2021		8,159.25
86791	HDEPOT	Home Depot Credit Services	06/23/2021		557.42
86792	LAN129	Lane Council of Governments	06/23/2021		2,734.50
86793	MID-V	Mid-Valley Tractor Co.	06/23/2021		58.40
86794	OffTem	OfficeTeam	06/23/2021		103.00
86795	PTCI	Pacific Truck Colors, Inc	06/23/2021		23,490.00
86796	TYLE	Tyler Technologies	06/23/2021		825.00
Total for 6/23/2021:					38,282.86
86797	911Sup	911 Supply Inc	06/30/2021		39.99
86798	AREF	American Refrigeration, INC	06/30/2021		967.00
86799	ANA165	Analytical Laboratory Group	06/30/2021		212.00
86800	BRA344	Branch Engineering	06/30/2021		11,227.25
86801	Petty	Petty Cash Reimbursement Cash	06/30/2021		217.74
86802	CINTA	Cintas Corporation	06/30/2021		67.14
86803	CLASSIC	Classic Design and Construction LLC	06/30/2021		4,085.00
86804	CTX	Copytronix	06/30/2021		1,390.90

Check No	Vendor No	Vendor Name	Check Date	Check	Item 11.
86805	Dooley	Dooley Enterprises	06/30/2021		1,198.85
86806	MD	Marissa Doyle	06/30/2021		312.00
86807	EME131	Emerald People's Utility	06/30/2021		24.18
86808	FERG	Ferguson Waterworks	06/30/2021		252.72
86809	HEAT	Anne Heath	06/30/2021		250.03
86810	JOHNDE	John Deere Financial	06/30/2021		231.74
86811	JBGM	Johnson Bros. Garden Market	06/30/2021		1,374.85
86812	KOJam	James Kolstoe	06/30/2021		3,483.00
Total for 6/30/2021:					25,334.39
Report Total (99 checks):					143,312.29



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

Public Sector Statement
June 30, 2021
page 1 of 6

Item 11.

379681084602

98 T 908 00000 R EM T1
CITY OF COBURG
GENERAL ACCOUNT
PO BOX 8316
COBURG OR 97408-1310

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

KeyNotes

At KeyBank, we want to be sure that you are aware of any changes to your deposit account agreement and disclosures.

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For clients using a TDD/TTY device, please call 1-800-539-8336.

Public Transaction 379681084602
CITY OF COBURG
GENERAL ACCOUNT

Beginning balance 5-31-21	\$1,001,527.62
92 Additions	+982,574.41
123 Subtractions	-248,612.91
Net fees and charges	-496.05
Ending balance 6-30-21	\$1,734,993.07

Additions

Deposits	Date	Serial #	Source	
	6-1		Direct Deposit, Merchant S 8030298668	\$31,804.36
	6-1		Key Capture Deposit	930.00
	6-1		Merchant Svcs Merch Dep 8008238126	667.41
	6-2		Merchant Svcs Merch Dep 8008238126	2,371.72
	6-2		Merchant Svcs Merch Dep 8008238142	466.70
	6-3		Key Capture Deposit	28,064.85

379681084602

Additions
(con't)

<i>Deposits</i>	<i>Date</i>	<i>Serial #</i>	<i>Source</i>	
	6-3		Merchant Svcs Merch Dep 8008238126	1,181.90
	6-3		Merchant Svcs Merch Dep 8008238142	140.00
	6-3		Key Capture Deposit	79.00
	6-4		Direct Deposit, Merchant S 8030298668	3,752.90
	6-4		Direct Deposit, Pcs OR Trust Pcs OR Tr	1,869.97
	6-4		Merchant Svcs Merch Dep 8008238126	876.28
	6-4		Merchant Svcs Merch Dep 8008238142	215.00
	6-4		Deposit Branch 0067 Oregon	205.00
	6-4		Deposit Branch 0067 Oregon	200.00
	6-4		Deposit Branch 0067 Oregon	132.00
	6-4		Deposit Branch 0067 Oregon	45.00
	6-7		Direct Deposit, City of Coburg Consumer	26,036.13
	6-7		Direct Deposit, City of Coburg Cons Coll	3,393.00
	6-7		Merchant Svcs Merch Dep 8008238126	3,316.73
	6-7		Key Capture Deposit	2,486.64
	6-7		Merchant Svcs Merch Dep 8008238142	252.69
	6-7		Key Capture Deposit	60.00
	6-8		Key Capture Deposit	7,397.21
	6-8		Key Capture Deposit	4,516.83
	6-8		Key Capture Deposit	4,093.21
	6-8		Merchant Svcs Merch Dep 8008238126	2,539.45
	6-8		Key Capture Deposit	2,201.75
	6-8		Merchant Svcs Merch Dep 8008238142	440.00
	6-9		Merchant Svcs Merch Dep 8008238126	659.26
	6-9		Merchant Svcs Merch Dep 8008238142	340.00
	6-10		Direct Deposit, Pcs OR Trust Pcs OR Tr	880.05
	6-10		Merchant Svcs Merch Dep 8008238126	730.51
	6-10		Key Capture Deposit	460.51
	6-10		Merchant Svcs Merch Dep 8008238142	100.00
	6-11		Key Capture Deposit	755.00
	6-11		Key Capture Deposit	719.83
	6-11		Key Capture Deposit	261.70
	6-11		Merchant Svcs Merch Dep 8008238142	165.00
	6-14		Merchant Svcs Merch Dep 8008238126	446.53
	6-14		Merchant Svcs Merch Dep 8008238142	440.00
	6-15		Merchant Svcs Merch Dep 8008238142	1,865.00
	6-15		Merchant Svcs Merch Dep 8008238126	1,713.75
	6-16		Direct Deposit, Merchant S 8030298668	33,613.43
	6-16		Key Capture Deposit	26,316.10
	6-16		Key Capture Deposit	8,471.36
	6-16		Key Capture Deposit	2,644.15
	6-16		Key Capture Deposit	2,274.36
	6-16		Key Capture Deposit	1,224.50
	6-16		Merchant Svcs Merch Dep 8008238126	830.82
	6-16		Deposit Branch 0062 Oregon	460.00
	6-16		Merchant Svcs Merch Dep 8008238142	275.00
	6-16		Deposit Branch 0062 Oregon	230.40
	6-17		Direct Deposit, Pcs OR Trust Pcs OR Tr	1,275.42
	6-17		Merchant Svcs Merch Dep 8008238126	840.82
	6-17		Merchant Svcs Merch Dep 8008238142	610.00



379681084602

Additions
(con't)

Deposits	Date	Serial #	Source	
	6-18		Merchant Svcs Merch Dep 8008238126	685.29
	6-18		Direct Deposit, Merchant S 8030298668	112.60
	6-18		Merchant Svcs Merch Dep 8008238142	100.00
	6-21		Direct Deposit, Oregon St Treas Lgip ACH	400,000.00
	6-21		Direct Deposit, Oregon St Treas Lgip ACH	250,000.00
	6-21		Key Capture Deposit	4,287.06
	6-21		Key Capture Deposit	1,421.32
	6-21		Merchant Svcs Merch Dep 8008238126	521.27
	6-22		Key Capture Deposit	7,036.63
	6-22		Merchant Svcs Merch Dep 8008238126	369.92
	6-22		Merchant Svcs Merch Dep 8008238142	282.00
	6-22		Key Capture Deposit	225.00
	6-23		Key Capture Deposit	14,564.22
	6-23		Key Capture Deposit	10,119.58
	6-23		Merchant Svcs Merch Dep 8008238126	776.89
	6-23		Merchant Svcs Merch Dep 8008238142	5.00
	6-24		Direct Deposit, Merchant S 8030298668	5,675.04
	6-24		Direct Deposit, Pcs OR Trust Pcs OR Tr	1,730.80
	6-24		Merchant Svcs Merch Dep 8008238126	738.86
	6-25		Merchant Svcs Merch Dep 8008238126	494.55
	6-28		Key Capture Deposit	6,045.12
	6-28		Merchant Svcs Merch Dep 8008238126	1,238.17
	6-29		Key Capture Deposit	18,825.03
	6-29		Key Capture Deposit	2,956.96
	6-29		Merchant Svcs Merch Dep 8008238126	962.71
	6-29		Merchant Svcs Merch Dep 8008238142	100.00
	6-30		Key Capture Deposit	27,485.33
	6-30		Key Capture Deposit	3,681.46
	6-30		Deposit Branch 0067 Oregon	850.45
	6-30		Deposit Branch 0067 Oregon	776.00
	6-30		Merchant Svcs Merch Dep 8008238142	715.00
	6-30		Merchant Svcs Merch Dep 8008238126	537.04
	6-30		Direct Deposit, Merchant S 8030298668	460.88
	6-30		Deposit Branch 0067 Oregon	205.00
	6-30		Deposit Branch 0067 Oregon	200.00
	6-30		Key Capture Deposit	50.00
Total additions				\$982,574.41

Subtractions

Paper Checks

* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
86252	6-28	\$10.00	86704	6-4	4,763.75	86711	6-1	684.75
*86651	6-2	2,447.76	86705	6-8	978.96	86712	6-2	499.39
*86668	6-22	15.99	86706	6-1	2,878.90	86713	6-4	400.00
*86688	6-1	667.92	86707	6-7	250.00	86714	6-14	130.00
*86700	6-7	200.00	86708	6-1	613.53	86715	6-10	55.07
*86702	6-2	469.00	86709	6-7	94.92	86716	6-9	532.00
86703	6-2	520.18	86710	6-4	327.00	86717	6-15	7,792.98

379681084602

Subtractions

(con't)

Paper Checks

* check missing from sequence

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
86718	6-9	198.11	86744	6-10	200.00	86770	6-22	175.50
86719	6-7	1,220.82	86745	6-8	128.00	86771	6-23	67.14
86720	6-8	252.87	86746	6-9	75.40	*86773	6-22	6,464.08
86721	6-8	47.40	86747	6-16	275.13	*86775	6-22	69.00
86722	6-7	916.84	86748	6-14	62.85	86776	6-21	627.00
86723	6-15	29.00	86749	6-14	422.00	86777	6-23	10.50
86724	6-8	60.44	86750	6-14	1,902.69	86778	6-22	125.00
86725	6-14	600.00	86751	6-16	19.36	86779	6-23	1,345.00
86726	6-10	548.87	86752	6-14	1,936.00	86780	6-22	2,070.00
86727	6-8	266.00	86753	6-15	49.23	86781	6-21	4,350.00
86728	6-7	1,546.16	86754	6-15	118.59	86782	6-23	525.00
86729	6-9	4,791.23	86755	6-14	45.12	86783	6-29	520.18
86730	6-7	26.00	86756	6-15	74.76	86784	6-28	266.00
86731	6-7	791.10	86757	6-14	1,358.10	86785	6-28	844.00
86732	6-8	232.69	86758	6-16	315.11	86786	6-28	277.68
86733	6-8	499.90	86759	6-29	1,500.00	86787	6-28	118.59
86734	6-7	2,725.00	86760	6-14	293.05	*86789	6-30	35.89
86735	6-9	761.28	86761	6-14	17,510.00	86790	6-29	8,159.25
86736	6-8	24.65	86762	6-16	133.20	86791	6-29	557.42
86737	6-10	3,300.00	86763	6-16	14.40	86792	6-28	2,734.50
86738	6-8	2,909.40	86764	6-15	19.68	86793	6-28	58.40
86739	6-8	90.00	86765	6-18	1,250.00	86794	6-28	103.00
86740	6-7	426.05	86766	6-21	595.04	*86796	6-28	825.00
86741	6-7	457.50	86767	6-15	1,381.94	*100147	6-25	1,328.09
86742	6-24	50.00	86768	6-23	266.00	*100150	6-10	570.72
86743	6-11	1,074.38	86769	6-21	698.86			

Paper Checks Paid

\$111,049.24

Withdrawals	Date	Serial #	Location	
	6-1		Direct Withdrawal, Valic	Ermit Prm
	6-1		Merchant Svcs	Merch Fee 8008238126
	6-1		Merchant Svcs	Merch Fee 8008238142
	6-2		Direct Withdrawal, Irs	Usataxpymt
	6-2		Direct Withdrawal, Merchant S	8030298668
	6-2		Direct Withdrawal, Asi	Hc210528
	6-3		Direct Withdrawal, OR Revenue Dept	Taxpayment
	6-7		Direct Withdrawal, Cis Trust	5037633834
	6-8		Direct Withdrawal, City of Coburg	Return
	6-8		Direct Withdrawal, City of Coburg	Dir Dep
	6-9		Direct Withdrawal, City of Coburg	Return
	6-9		Direct Withdrawal, Invoice PA	2065Billing
	6-10		Direct Withdrawal, KeyBank	Auto Pymt
	6-10		Direct Withdrawal, Asi	Asi Fees
	6-11		Direct Withdrawal, Employer Contrb	Pers Cntrb
	6-11		Direct Withdrawal, Employer Contrb	Pers Cntrb
	6-11		Direct Withdrawal, Employer Contrb	Pers Cntrb
	6-16		Direct Withdrawal, Irs	Usataxpymt
	6-16		Direct Withdrawal, OR Revenue Dept	Taxpayment
	6-22		Direct Withdrawal, City of Coburg	Dir Dep



379681084602

Subtractions

(con't)

<i>Withdrawals</i>	<i>Date</i>	<i>Serial #</i>	<i>Location</i>	
	6-23		Direct Withdrawal, Invoice PA 2065Billing	106.70
	6-25		Direct Withdrawal, Valic Ermit Prm	2,978.31
	6-28		Direct Withdrawal, Asi Hc210625	435.00
	6-30		Direct Withdrawal, Irs Usataxpymt	8,560.69
	6-30		Direct Withdrawal, OR Revenue Dept Taxpayment	2,435.80
Total subtractions				\$248,612.91

Stop payments

<i>Number</i>	<i>Check Date</i>	<i>Amount</i>	<i>Issued</i>	<i>Expires</i>
86529	3-18-21	\$963.49	6-3-21	12-3-21

All stop payments expire on date shown, unless you notify us.

Fees and charges

<i>Date</i>		<i>Quantity</i>	<i>Unit Charge</i>	
6-8-21	May Analysis Service Chg	1	496.05	-\$496.05
Fees and charges assessed this period				-\$496.05

See your Account Analysis statement for details.



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

Public Sector Statement
June 30, 2021
page 1 of 2

Item 11.

379681084610

RTM1X T 908 00000 R EM T1
CITY OF COBURG
POLICE EVIDENCE TRUST
PO BOX 8316
COBURG OR 97408-1310

Questions or comments?
Call our Key Business Resource Center
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Public Transaction 379681084610
CITY OF COBURG
POLICE EVIDENCE TRUST

Beginning balance 5-31-21	\$100.00
Ending balance 6-30-21	\$100.00

Fees and charges

See your Account Analysis statement for details.



Account Statement - Transaction Summary

For the Month Ending June 30, 2021

COBURG CITY OF - COBURG CITY OF / GENERAL - 5969			
Oregon LGIP		Asset Summary	
Opening Balance	1,905,089.63	June 30, 2021	May 31, 2021
Purchases	31,193.18	1,686,282.71	1,905,089.63
Redemptions	(250,000.10)		
		Total	\$1,905,089.63
Closing Balance			
Dividends	\$1,686,282.71		
	906.42		



Account Statement

For the Month Ending June 30, 2021

COBURG CITY OF - COBURG CITY OF / GENERAL - 5969

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					1,905,089.63
06/01/21	06/01/21	LGIP Fees - Received ACH (1 @ \$0.10 - From 5969) - May 2021	1.00	(0.10)	1,905,089.53
06/11/21	06/11/21	Lane County - Tax Seg for May 01-31-2021	1.00	14,595.85	1,919,685.38
06/17/21	06/17/21	ODOT - ODOT PYMNT	1.00	13,523.16	1,933,208.54
06/21/21	06/21/21	Redemption - ACH Redemption	1.00	(250,000.00)	1,683,208.54
06/28/21	06/28/21	Lane County - Tax Seg for June 01-15-2021	1.00	2,167.75	1,685,376.29
06/30/21	07/01/21	Accrual Income Div Reinvestment - Distributions	1.00	906.42	1,686,282.71

Closing Balance					1,686,282.71
Opening Balance				Closing Balance	1,686,282.71
Purchases	1,905,089.63	Month of June	Fiscal YTD July-June	Average Monthly Balance	1,838,044.56
Redemptions	31,193.18			Monthly Distribution Yield	0.60%
	(250,000.10)				

Closing Balance	1,686,282.71	1,686,282.71
Dividends	906.42	8,958.70



Account Statement - Transaction Summary

For the Month Ending June 30, 2021

COBURG CITY OF - COBURG CITY OF / SDC - 3711			
Oregon LGIP		Asset Summary	
Opening Balance	1,405,275.13	June 30, 2021	May 31, 2021
Purchases	693.01	1,405,968.14	1,405,275.13
Redemptions	0.00		
		Total	\$1,405,275.13
Closing Balance			
Dividends	\$1,405,968.14		
	693.01		



For the Month Ending **June 30, 2021**

Account Statement

COBURG CITY OF - COBURG CITY OF / SDC - 3711

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
06/30/21	07/01/21	Accrual Income Div Reinvestment - Distributions	1.00	693.01	1,405,275.13
Closing Balance					
					1,405,968.14

	Month of June	Fiscal YTD July-June	
Opening Balance	1,405,275.13	1,492,958.48	Closing Balance
Purchases	693.01	11,335.86	Average Monthly Balance
Redemptions	0.00	(98,326.20)	Monthly Distribution Yield
			0.60%

Closing Balance	1,405,968.14	1,405,968.14
Dividends	693.01	11,335.86



Account Statement - Transaction Summary

For the Month Ending June 30, 2021

COBURG CITY OF - COBURG CITY OF / GENERAL FUND SAVINGS - 3784			
Oregon LGIP		Asset Summary	
Opening Balance	170,342.17	June 30, 2021	May 31, 2021
Purchases	84.00	170,426.12	170,342.17
Redemptions	(0.05)		
		\$170,426.12	\$170,342.17
Closing Balance			
Dividends			
	\$170,426.12		
	84.00		



For the Month Ending **June 30, 2021**

Account Statement

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

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					
06/01/21	06/01/21	LGIP Fees - ACH Purchase (1 @ \$0.05 - From 3784) - May 2021	1.00	(0.05)	170,342.17
06/30/21	07/01/21	Accrual Income Div Reinvestment - Distributions	1.00	84.00	170,426.12
Closing Balance					170,426.12

	Month of June	Fiscal YTD July-June	
Opening Balance	170,342.17	82,600.28	Closing Balance
Purchases	84.00	87,825.89	Average Monthly Balance
Redemptions	(0.05)	(0.05)	Monthly Distribution Yield
			0.60%

Closing Balance	170,426.12	170,426.12
Dividends	84.00	722.13

COBURG CITY COUNCIL MONTHLY REPORTS



TOPIC: City Administration Report

Meeting Date: September 14, 2021
Staff Contact: Anne Heath, City Administrator
Contact: 541-682-7871, anne.heath@ci.coburg.or.us

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

GENERAL ADMINISTRATION

Water Project Update

- **Roberts Road Connection**

This connection will connect to the existing water infrastructure to the bore under the freeway. This will essentially get the water over to the eastside at last. This was put out for bid and the bids were received and reviewed. The City is in the process of awarding the bid and putting together a contract which will be brought to City Council for approval in October.

Economic Development

- **Bike Kiosk** – A informal bid process was undertaken and received only one bid from a local builder. The bid was \$15,000 over the budget for the project of \$49,5000 which is covered with two different grants. The cost of construction and physical implements for the structure has risen dramatically since the beginning of this project. Staff met with the builder in order to discuss reduction in design in order to bring down the cost and get the structure built on time. In addition, we met with grantors for the Economic Development grant regarding a possible of extension of time completion. We will be reaching out to local bike organizations to see if we could partner to provide some of the elements outside of the structure such as pumps, tools, etc. The staff would like to build the Bike Kiosk as planned as we believe it will enhance the economic development of the community by encouraging biking to Coburg.

American Rescue Plan

- First funds were received on August 31st. More about this under a separate tab.

Van Duyn West Sidewalk

- The City applied for and received funding through the MPC to continue the sidewalk in front of Country Side Fellowship Church up and to the Coburg Loop Path on Coburg bottom loop. The project went out for an informal bid in late summer and the bid has been awarded. Contract for this project is under another tab. Staff hopes that this project will be completed in the fall season.

Alley Vacation

- Staff has added it to the work plan, but has not begun this project as of yet. It is likely that it will be in the late fall before we can begin to tackle this analysis.

Annexation

- The traffic impact analysis has been completed and distributed to the regional partners and ODOT for review. Comments were due back by the end of August. This is the last piece in completing the application and preparing to bring the annexation to the Planning Commission, and finally the City Council. The developer must analyze the comments back, possibly make adjustments to their development plan, and then prepare to present annexation agreement. It is expected that this will still come in the fall months.

TUF Implementation

- Staff are preparing to charge the TUF on the October billings. Letters have been sent out to most businesses letting them know what their anticipated charge will be. To date, staff have received only a few calls from businesses.

Upcoming Meetings

9/15 Planning Commission
 9/21 Park Tree Committee
 10/12 City Council

DEPARTMENTS AND OPERATIONS

City Recorder

- Monthly and quarterly check in with staff. Continue working on cross training, cross training.
- LID collection from La Jolla Cove Bullhead. Received payment of \$120,607.45 clearing the delinquent accounts. Lien released recorded at Lane County.
- Liens recorded and updated at Lane County for 2 delinquent utility billing accounts.
- Updated procedure sheets | SOP for utility billing payment adjustments, subdivision administration and utility billing set up, non-sufficient fund NSF process for utility billing and finance.
- IOOF Inventory, rental calendar in preparation for rental and public use.

- New cameras and sound system are installed in City Council Chambers. Wrapping up construction and preparing for hybrid meetings. Implementation and training for adding the TUF fee to utility bills. Includes setting up the rates in the Springbrook, updating how the payments are applied, entering the rates on each individual commercial account etc.

Finance

- **Under Separate Tab**

Planning & Economic Development

- ANX 01-20 & ZC 01-20: Annexation agreement nearly complete, significant effects analysis complete and awaiting agency referral comments;
- SUB 02-20: Construction of roads starting early September;
- SR 01-21: Construction continues on Kendall Auto Collision Repair facility on Roberts Rd. including sign permits;
- PA 01-21: DLCD and public hearing notices sent out for PA 01-21, a Comprehensive Plan amendment for a minor text amendment to Policy 6 of Goal 14: Transportation to allow for the annexation of right-of-way that serves property within the UGB without expanding the UGB. This is a Type IV process and will go to both Planning Commission and City Council;
- One Accessory Dwelling Unit (ADU) and two home additions approved;
- Business license for candy store approved;
- Eight Structural/Plumbing/Mechanical/Electrical Permits issued in July;
- Next Planning Commission Meeting is September 15th. Interview process for new commissioner on agenda as well as PA 01-21;
- Code Review Ad-Hoc Committee concluded work on Central Business District (CBD) code and is wrapping up review of the subdivision code. Contract with Urban Collaborative LLC. for code revisions including form-based code for the CBD is underway;
- Bike Kiosk project went out for informal bid process and the one bid received was significantly over budget. Revisions to the scope/timeline are being considered;
- Heritage Committee ordered historic preservation plaques for the selected three residential award recipients.

Public Works

- **Streets and ROW.**
 - Crews are still spending a lot of their time mowing and maintaining the ROW's
 - Crews poured concrete in three tree wells on Willamette St.
 - Added no parking sign on W McKenzie St
 - Installed Downtown Parking signs around the Odd Fellows building

Water Utility

- Closely monitored water usages and well levels

• **Sewer Utility**

○ **Collections**

▪ **Inspections**

- 7

- **Callouts**
 - 4
 - **Tanks Pumped**
 - 1
- **Treatment Plant**
 - **Repairs**
 - Replaced the influent meter
 - Repaired tube on metering pump for Hydroxide
 - **Maintenance**
 - Sampled digester and serviced aerators
 - Installed irrigation for effluent to lower discharge temperature
 - Delivery of Hydroxide and chlorine
- **Parks Dept**
 - **Parks and Tree Committee**
 - Work party worked pulling weeds at Johnny Diamond Park
 - **Park Maintenance**
 - Crews worked on a memorial bench and concrete pad for this bench.
 - Crews added two new toddler toys to Norma Pfeifer Park.
 - Crews removed dead trees and planted new grass also at Norma Pfeifer Park.
 - Crews rebuilt many of the park benches around the parks system.
 - Crews are also helping out with getting traffic control ready for Coburg Car Classic.
- **Misc.**
 - **Locates**
 - 11
 - **Work Orders**
 - 27

Municipal Court

- **August 2021 Activity Measures:**
 - **Citations (Crimes and Violations)**
 - New Citations for August 10, 2021 Court Date: 18
 - **August 2021 Receipts Including Collections,**
 - **Total Fines:** \$12,986.38 (total monies taken in for the month, nothing deducted),
compared to \$10,894.32 in August of 2020
 - **Net Fines:** \$ 6,887.71 (City share only, NOT including collections),
compared to \$6,450.00 in August of 2020
 - **August 2021 Professional Credit Service Collections:**
 - **Total Collection Revenue:** \$ 6,098.67
compared to \$4,444.32 in August of 2020
 - **Turned over to collection:** \$ 13,194.50
compared to \$11,990.00 in August of 2020

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

Other Information:

- **Upcoming Court Date: September 21, 2021, Regular Court Session**
October 5, 2021, Regular Court Session

Police Department

- Mark the map, and form on-line for people to fill out to request the speed trailer in their neighborhood
- Officers arrested a disorder female at the McDonalds' who was subsequently charged with resisting arrest, aggravated harassment and criminal trespass.
- Officers cited a subject for unlawful possession of methamphetamine.
- Officers made two DUII arrests. One was at the Dari Mart and the other was from the McDonald's. Both investigations involved drugs.
- Officers made three misdemeanor warrant arrests. One of the suspects was also charged with criminal driving while suspended.
- Officers conducted a death investigation.
- Officers found drug paraphernalia near the park during the Coburg Car Classic.
- Officers cited a driver for criminally driving while suspended.
- Officers investigated a stolen vehicle, which was subsequently recovered.
- Officers investigated a stolen vehicle and facilitated the release to the owner.
- Officers assisted the Linn County Sheriff's Office arrest a suspect for fail to carry or present a license. The suspect also resisted arrest.
- Officers identified a suspect who gave false information to a police officer.
- Officers investigated a sexual assault case.
- Officers arrested a suspect for domestic assault (misdemeanor).
- Officers attended a Department Meeting on 08/19
- Officers participated in the Coburg Car Classic
- Chief Larson gave a report to the Harrisburg City Council on August 24th.

Upcoming Events:

- September-Antique Fair Cancelled
- October 8th Evidence room audit
- October- Officer Miller going to firearms instructor course
- November/December – MILO (Multi Interactive Learning Objective) training (De-escalation)

Attachments

At the 2021 City Council retreat the City Council discussed ways to better connect with City Committees and the Planning Commission. Council decided it would be helpful to stay updated

monthly on what each committee is working on. They requested that staff provide the minutes from all public meetings in the monthly City Council packets.

- A. 7/20/2021 Park Tree Committee
- B. 7/28/2021 Finance Audit Committee
- C. 8/11/2021 Heritage Committee



Finance & Audit Committee

July 28, 2021 5:30 p.m.

Coburg City Hall

91136 N Willamette St.

MEMBERS PRESENT: Cathy Engebretson, Chair; Coleen Marshall, Terry Dawson.

MEMBERS ABSENT: John Lehmann, City Council Liaison.

STAFF: Tim Gaines, City Finance Director.

1. Call Meeting to Order

Ms. Engebretson called the meeting to order at 5:34 P.M.

2. Approval of Minutes from April 28, 2021 Meetings

Ms. Engebretson wished to clarify that the minutes should reflect that financing of the SDCs was being discussed and not the SDCs in general.

Ms. Engebretson proposed a change on page two, paragraph 5, that the wording reflect Councilor Lehmann asked what the benefit of allowing for financing of the SDC was. She also noted that it should say Councilor Lehmann asked if financing the SDCs had interest on it, and they could apply for financing their SDCs.

Ms. Engebretson wished to strike the word limit on page 3 where it referenced increasing SDC limit. She also requested to change the term providing to charging.

MOTION: Ms. Marshall moved, Mr. Dawson seconded a motion to approve the minutes as amended. Motion passed unanimously.

Mr. Gaines shared that he had spoken with Cathy Taylor and that she was willing to continue reviewing their financial documents. He noted that terms were up and asked if the members knew anyone who might be interesting in serving. Mr. Dawson asked if residence was required for this committee and Mr. Gaines answered yes.

3. Finance Reporting City of Coburg – May 2021

Mr. Gaines explained that they would like to see their revenues at 92%, however many revenues came in after the 31st of May and therefor they were behind a month for some taxes and fees. He said that everything looked good so far and that taxes were significantly higher than the previous year and had exceeded the budget by over \$92,000 and that all funds were within budget. He added that the water and sewer funds were both above what was expected.

Mr. Gaines noted that some numbers were somewhat inflated including the \$648,000 reimbursement from the water project and the small cities allotment grant of around \$100,000. He said that things were better than expected from the previous year.

Mr. Gaines shared that they had an account with Summit Bank which was required for the City Hall loan but had been rolled into the full faith and credit bond when a refinance was done, saving a significant amount of money. He added that they therefor no longer had an account with Summit Bank.

Ms. Marshall asked if they anticipated anything out of usual for the next month and Mr. Gaines responded no, and thought that they would have a very favorable audit. He added that the water project was a little slow and an extension had to be requested but that the reimbursement would probably come in the middle of August which would help revenues.

4. Discussion of System Development Charges Financing

Mr. Gaines shared that they had done some research and hoped to have a fee of around \$1500 to finance per building instead of having certain levels. He said this would be put on the fee schedule to be reviewed every year and would make sure that they weren't working for free.

Mr. Dawson asked if a higher fee would help dissuade people from using the service and Mr. Gaines agreed to bring this up with Ms. Heath. He noted that he did not like having the money tied up for 10 years. Ms. Engebretson asked if the time frame of 10 years could be reduced and Mr. Gaines agreed. Ms. Engebretson asked if the entire 10 year period had to be used and Mr. Gaines said it could be paid back at any time within that. She noted that the interest rate could also be adjusted.

Ms. Marshall asked if City Council had addressed the ordinance yet and Mr. Gaines responded no, it was still in the future. He added that it would be reviewed when the yearly fee review was done.

Mr. Dawson asked what the motivation would be for someone who would take advantage of this and how to dissuade them. Ms. Engebretson thought that they would go for what was cheapest and would avoid the financing unless they absolutely needed it and Mr. Gaines agreed. Mr. Dawson thought that because only developers were affected then they should go out of their way to dissuade them from using financing. Mr. Gaines noted that if a developer were to take advantage of this then the note would be a lien on the property when it was sold.

Ms. Engebretson asked if the City charged the SDC when a developer begins work on a project and then becomes due. Mr. Gaines responded that it has to be paid off before the property transfers title. He added that the person buying the property had the option to apply for it. Ms. Marshall agreed that it should be made more worth the City's while by having a reasonable fee. Mr. Dawson noted that developers should be charged more than what homeowners were currently paying.

5. Discuss Fiscal Policies and Accounting Procedures Manual

Ms. Marshall recalled that they had begun to review payroll and stopped after adding number 14. Mr. Gaines noted that he added the term financial contractor instead of just an outside contractor to review financial documents. Ms. Engebretson suggested being even more specific about who could review finances, ideally specifying someone with a CPA license and extensive professional experience. Mr. Dawson asked what the appropriate minimum expertise should be and Ms. Engebretson responded at least 10 years of experience as a senior or manager of auditing and accounting or a controller or CFO. Mr. Gaines added governmental accounting experience should be considered. Ms. Engebretson agreed and noted that while there was a lot of similarities between private and governmental accounting, the person brought in should have specific related experience. Mr. Gaines explained that there were not a lot of financial auditing companies and suggested they could put their requirements in the RFP. He added that the financial committee could review the RFP before it went out.

Ms. Engebretson suggested adding to number 6 that the RFP for a new contractor would be reviewed by the audit finance committee and Mr. Gaines suggested placing this in number 7 so it would stand out. Ms. Engebretson said she liked the idea of adding to the wording describing the qualifications a finance contractor should have. Mr. Gaines concluded that the qualifications for a third party financial contractor would be equivalent to a CPA license or 10 years senior or management experience in Oregon governmental financial accounting. He added any RFP for a financial contractor would be reviewed by the Finance Audit Committee.

MOTION: Mr. Dawson motioned, Ms. Marshall seconded a motion to elect Cathy Engebretson as chair. Motion passes unanimously.

MOTION: Ms. Marshall motioned, Chair Engebretson seconded a motion to elect Terry Dawson as Vice Chair. Motion passed unanimously.

6. Adjournment

Ms. Engebretson adjourned the meeting at 6:58 p.m.

(Minutes recorded by Jayson Hayden)



Coburg Parks | Tree Committee Meeting

July 20, 2021 – 6:00 P.M.

Virtual Meeting – Coburg City Hall
91136 North Willamette St.

COMMITTEE MEMBERS PRESENT: Lonna Meston, Colleen Marshall, Joe Morneau, Tom Beatty, Karen Coury.

COMMITTEE MEMBERS ABSENT: Chair Mary Mosier, Claire Smith.

STAFF PRESENT: Anne Heath, City Administrator.

GUESTS: Jennifer and Jean Rhea, Residents.

1. CALL TO ORDER

Ms. Mosier called the Park and Tree Committee to order at 6:00 p.m.

2. ROLL CALL

Ms. Heath took roll and a quorum was present.

3. AGENDA REVIEW

Mr. Beatty asked if there was anything to be added to the agenda.

Karen Coury joined the meeting at 6:03 P.M.

Joe Morneau noted that the plants on the outside of the fence at Johnny Diamond Park were not visible because the weeds were so bad.

4. APPROVE MINUTES FROM June 15th 2021

Ms. Marshall noted in the last paragraph about collecting \$300 for a funeral that she did not see this issue in the agenda. Mr. Morneau answered that Mr. Harmon had looked into this but was not ready yet. Ms. Marshall also wished to correct the spelling of McKenzie St.

MOTION: Mr. Morneau moved, Ms. Meston seconded a motion to approve the minutes as amended. Motion passed unanimously.

5. CITY UPDATES

There were no City updates.

6. COMMITTEE BUSINESS

- **Historical Signage**

Ms. Smith was not present to give an update on the historical signage.

- **Booth Kelly Botanical Signs**

Mr. Morneau shared that Ms. Smith was working with Mr. Harmon and Terry Dawson to put this together.

- **Work Party Plan for August**

Mr. Morneau noted that trees needed to be trimmed and that it hadn't been done as they were too busy.

Mr. Beatty asked for any suggestions for the work party. Mrs. Rhea wanted to see a work party for Johnny Diamond Park and thought that their neighbors might be interested in volunteering but hadn't seen any advertisement for the work party. Ms. Marshall said there was an article in the newsletter. Mrs. Rhea said that Johnny Diamond Park wasn't mentioned and Ms. Marshall answered that the party was originally for Norma Pfeiffer. Ms. Heath offered to post on social media and Mr. Morneau suggested putting up an ad on the notice board to get attention.

Mrs. Rhea asked if volunteers could sign up the day of the party and if children were welcome. Ms. Meston said they hadn't thought of specific ages and noted that some tool use was needed. Ms. Heath added that there was a minor child waiver form.

Mr. Rhea asked where the ads would be posted and Mr. Morneau answered at the kiosk next to Pavillion Park. Ms. Heath offered to make flyers to hand out.

Mr. Beatty asked if weekend work parties would be easier for new members and Mr. Morneau suggested a trial work party on a Saturday. Ms. Marshall suggested Saturday the 14th at 9 A.M.

- **Work Party Recap from July**

Mr. Beatty noted that this was already discussed.

- **Spring Toys at Norma Pfeiffer Park and Toddler Tables**

Ms. Heath shared that these would be delivered the next day and assumed that they would be installed as soon as possible.

Ms. Marshall asked what kind of tables and how many there were, Ms. Heath answered that they were portable picnic tables and thought there were two tables and two toys.

- **Flag Pole Project**

Mr. Beatty shared that there was nothing new on this project, that they were just waiting for the City to get the plans together.

Ms. Heath asked if they were waiting on the grant and Mr. Morneau said the budget was short so they were waiting to see if there was a grant. Mr. Beatty added that the sidewalk and bench placement were discussed but the design on the flagpole was still in rough draft. Ms. Heath said there may be a grant that aligned with this but a rough engineer drawing was needed. Mr. Beatty said there was talk of meeting with the local VFW and Mr. Morneau said Mr. Harmon would contact them. Ms. Heath noted that they were moving their meetings to the IOOF starting in August and Mr. Harmon could ask them then.

- **Update on Donation Policy**

Ms. Heath shared that Ms. Smith had a rough draft that she had put in policy form and drafted a resolution but said that the July Council meeting agenda was too full to hear it. She said she had tried to make Ms. Smith's notes usable as a draft for other projects. Ms. Heath noted that it was a pretty simple policy which covered tree and plant materials and made sure donations aligned with the design of the park area and created an asset rather than more work for the City. She added a form to fill out asking where the donation would be placed which would be passed to the department head and appropriate committees. She said Mr. Harmon was taking this to City Council and would need comments from the Committee.

Ms. Coury asked if this was a resolution to adopt a policy and Mr. Morneau answered that the Council could not adopt a policy without a resolution and Ms. Heath said she was pushing for a resolution.

Ms. Marshall asked if a group email could be sent to Mr. Harmon and Ms. Heath noted that the meeting could not be conducted online but the document could be sent out.

Ms. Coury asked the time frame and Ms. Heath said there would be a quick turnaround and feedback would be needed by July 28th.

Mrs. Rhea asked about putting in a free community library and offered to put one up on their property. Ms. Heath said to wait for the City Council to adopt the donation system and to fill out a form to donate a library and then Mr. Harmon would bring this to committee and respond back. Ms. Coury noted that this would be a very popular idea and Ms. Heath hoped to take the donation policy to council on August 10th.

- **Committee Work Plan Review**

Mr. Morneau said this had pretty much been covered and Mr. Beatty added that a resident on Van Duyn St. was interested in planting trees but they were under power lines and they would have to refer to the tree acceptance handout.

Mr. Beatty hoped they would come up with the types of trees tonight but Mr. Morneau said this could wait a couple months. Ms. Heath asked which Van Duyn and noted that it might have to go through the county if it was in their right of way.

Ms. Meston wished to come back to the work party process and said it was important for the committee to make work parties interesting and enjoyable for everyone which meant being prepared and coordinating with Mr. Harmon. She suggested offering water to volunteers and wanted to make sure at least two committee members could commit to the party.

Ms. Marshall suggested requesting an RVSP and sending out reminders to volunteers. Mr. Beatty asked how tools would be provided and Ms. Marshall said to notify volunteers that planting and weed pulling would be done and to bring their own tools and work gloves.

Ms. Meston suggested implementing ways to encourage volunteers and suggested offering coupons for attendance.

Mrs. Rhea mentioned a Facebook page which might be used for advertising work parties but Mr. Morneau said the page was more of a classified ad.

Ms. Heath noted that a new employee would be coming on as Main Street Coordinator which could help with planning work parties.

Ms. Marshall suggested adding anything not covered tonight to the agenda for the next month. Mr. Beatty mentioned discussing trees for Trail's End and Ms. Marshall offered to send these ideas to Mr. Harmon.

7. ADJOURNMENT

Hearing no further discussion, Mr. Beatty adjourned the meeting at 6:42 P.M.

APPROVED by Park | Tree Committee on this xx day of xx 2021.

ATTEST:

Sammy L. Egbert, City Recorder

Mary Mosier, Chair

(Minutes recorded by Jayson Hayden)

DRAFT



Coburg Heritage Committee
 August 11, 2021 – 6:00 p.m.
 City Hall
 91136 North Willamette St.

COMMITTEE MEMBERS PRESENT: Marissa Doyle, Chair; Michelle Shattuck, Vice Chair; Stephen Sheehan; Megan Winner, Planner.

COMMITTEE MEMBERS ABSENT: Shannon Sardell; Marcus Alexander, Council Liaison.

STAFF PRESENT: Megan Winner, Economic Development Coordinator.

1. Call the Meeting to Order

Chair Doyle called the meeting to order at 6:03 P.M.

2. Roll Call

Ms. Winner called roll and a quorum was present.

3. Approval of Minutes

MOTION: Ms. Shattuck moved, Mr. Sheehan seconded a motion to approve the July 14, 2021 Heritage Committee minutes as presented. The motion passed unanimously.

4. Committee Business

- **Preservation Award Plaque Purchasing Discussion and Selection**

Ms. Shattuck noted that they had added some wordage and dates and enlarged it which upped the price. Ms. Winner explained that the logo and first bit of text would be the same and the only thing that would be different was the bottom line with the name of the property and the year it was constructed.

Chair Doyle noted that Coburg was spelled wrong and that the form of the word “it’s” was incorrect.

Ms. Shattuck confirmed that they wanted the historic Coburg Oregon bicycle at the top and asked if there were any other changes.

Mr. Sheehan asked what the cost was and Chair Doyle answered \$450 a piece for bronze plaques. Mr. Sheehan asked if they were local and Ms. Winner answered they were from Portland.

Mr. Sheehan noted there was an out of state source for around \$75 cheaper made of aluminum colored to look like bronze and asked if the Portland source did that. Ms. Shattuck said she had tried to source locally first but could not find one and believed the turnaround was around 4-6 weeks. Ms. Winner noted that they probably would not be available for the antique fair which was the original intent.

Ms. Shattuck said they still needed to check to make sure the people being awarded actually wanted the plaques on their houses.

Mr. Sheehan asked to clarify which houses were being considered and Ms. Shattuck responded the Rebecca Burns house, the Alex Batch house, and the Diamond house. He asked when they were thinking of awarding them considering they wouldn't be ready by the antique fair and Chair Doyle suggested at least presenting certificates at that time.

Ms. Shattuck asked if they had checked with them to see what they wanted and Ms. Winner offered to reach out. She asked how the outreach should be done and Ms. Shattuck suggested a phone call would be nice to explain their plans. Ms. Shattuck added it would be nice to a sample to show.

Ms. Winner asked the committee to read the names of the property they had. Chair Doyle had the Rebecca Burns house, Mr. Sheehan had the Alex Batch house, and Ms. Shattuck had the Diamond house. Ms. Winner said she would prioritize contacting the properties in the morning.

Ms. Shattuck asked if they would be sending them a check in the mail and Ms. Winner said either a check or credit card would be mailed. Ms. Winner offered to ask if they preferred a card or check and said typically they asked for an invoice.

Chair Doyle asked how the awards would be presented and Ms. Winner suggested picking a day of the fair that everyone would be available.

Mr. Sheehan asked for more information about the fair and Ms. Shattuck explained that it was in the central area of the big park and that they closed off the streets for around 300 vendors. She added that for this year it would be two days instead of one. Ms. Shattuck suggested using the stage and Mr. Sheehan said Sunday would be the best day to do this. Ms. Winner said she would also ask when the owners would be available to receive them.

Mr. Sheehan suggested collecting parking fees and applying them to the Heritage Committee and Ms. Winner responded there was a grant to cover these and wondered if there was a committee or organization that might be more in need.

Ms. Shattuck asked if Heritage people should man the station there and Mr. Sheehan said he had employees that could volunteer. Ms. Shattuck suggested the boy scouts but Mr. Sheehan said there wasn't a big boy scout organization in town anymore.

Ms. Winner asked if they had talked to the Coburg Community Foundation and suggested they might be a good fit.

Mr. Sheehan asked who was in charge of the block party and Ms. Winner explained that it was a community partner event and every organization brought something different. She said the Grange and the fire district would handle the food and barbeque and the school and community foundation would bring activities for kids.

Ms. Winner asked if they wanted to stick with Sunday the 12th for the announcement or go with the block party. Mr. Sheehan thought that the antique fair would be more appropriate.

- **Info Share**

Ms. Winner shared that they had hired a new Main Street coordinator Tracy Peters who would start August 2nd and work part time to further develop the Main Street program. She added that Ms. Peters would be invited to the Heritage Committee meetings at some point as there was some overlap between the downtown economic development and historic preservation. Ms. Winner suggested that they should consider beginning planning for the art contest in May. Ms. Winner noted the Governor's new mask mandate order.

Mr. Sheehan shared that the historic tree that had been cut down would potentially be made into a table for the Council.

Ms. Winner said that they had passed the CLG review with flying colors.

Ms. Doyle asked if they were aware of the Scarecrow Festival and Mr. Sheehan said they would be participating in it and every other event this year.

Ms. Shattuck asked about the IOOF and Ms. Winner explained that the City had leased the bottom floor which would be used for various activities but that they were still working on the policy for renting it out.

Chair Doyle asked what some of their long-term goals were and noted getting an inventory of the artifacts they had. She suggested adding a future agenda item to look at other long-term goals.

5. Future Meetings | Dates to Remember

Next Heritage Committee Meeting: September 8th, 2021

6. Adjournment

Chair Doyle adjourned the meeting at 6:43 p.m.

(Minutes recorded by Jayson Hayden)

APPROVED by Heritage Committee on this 14th day of July 2021.

ATTEST:

Sammy L. Egbert, City Recorder

Marissa Doyle, Chair