



# AGENDA

## CITY COUNCIL

91136 N Willamette Street

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

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Tuesday, September 12, 2023 at 6:00 PM

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### CALL THE CITY COUNCIL MEETING TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### AGENDA REVIEW

### MAYOR COMMENTS

- [1.](#) Domestic Violence Awareness Month Proclamation

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

### 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.](#) Finance Audit Committee Members Appointment
- [3.](#) Minutes August 8, 2023 City Council

### SPECIAL GUEST

### ORDINANCES AND RESOLUTIONS

### COUNCIL ACTION ITEMS

- [4.](#) Operations and Operations Storage Building Contract
- [5.](#) Bargain and Sale Deed to Remove Access Restriction Strip
- [6.](#) Technical Assistance Grant Application Approval

### ADMINISTRATIVE INFORMATION REPORTS

- [7.](#) Police Department Quarterly Report
8. Abstention Vote Information
9. Administrative Monthly Report

### COUNCIL COMMENTS

### UPCOMING AGENDA ITEMS

Planning Commission Appointment  
Fee Schedule Review  
Coburg Main Street Memo of Understanding

### FUTURE MEETINGS

September 13 Heritage Committee

September 19 Park Tree Committee  
September 26 City Council | Planning Commission Work Session  
October 10 City Council

**ADJOURNMENT**

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

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



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



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

## *DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION*

**WHEREAS,** Domestic violence is a prevalent societal problem harming victims, their children, family, friends communities at large; and,

**WHEREAS,** Domestic violence is a serious crime that affects people of all race, age, gender, economic, religious, educational, societal barriers, and income level; and,

**WHEREAS,** Domestic violence is defined as abusive behavior in a personal relationship that gives one member control and power over another through physical, emotional, sexual, economic or psychological actions or threats; and,

**WHEREAS,** 1 in 3 women, and 1 in 4 men will experience domestic violence during her lifetime, about 1 in 10 teenagers will face deliberate violence from someone they are dating, and about 1 in 15 children are exposed to intimate partner violence in the home each year; and,

**WHEREAS,** In Oregon, 39.8% of women and 36.2% of men experience intimate partner domestic violence in their lifetimes; and,

**WHEREAS,** Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and for increasing the public’s awareness of domestic violence;

**NOW THEREFORE,** I Nancy Bell, Mayor of the City of Coburg, Oregon, do hereby proclaim the month of October, 2023 as **Domestic Violence Awareness Month** in the City of Coburg. Residents are encourage to observe this month by gaining awareness about the societal problem of domestic violence throughout our community and its devastating effects on families and communities.

Proclaimed this 12<sup>th</sup> day of September, 2023

\_\_\_\_\_  
Nancy Bell, Mayor

Attest: \_\_\_\_\_

Sammy L. Egbert, City Recorder

# COBURG CITY COUNCIL ACTION/ISSUE ITEM



## TOPIC: Finance/Audit Reappointments

Meeting Date: September 12, 2023  
 Staff Contact: Sammy Egbert, City Recorder  
 Contact: 541-682-7852, [sammy.egbert@ci.coburg.or.us](mailto:sammy.egbert@ci.coburg.or.us)

### REQUESTED COUNCIL ACTION

Consider reappointment of three Finance/Audit Committee Members for a two year term.

### Recommended Motion:

*Recommend Mayor Bell appoint Coleen Marshall, Terry Dawson, and Elise Landry to Finance/Audit Committee for two year term expiring in June 2025*

### POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

City Council Goal: Citizen Committees and Commissions  
 Finance Audit Committee Bylaws adopted 2019  
 Committee Manual

### BACKGROUND

There are three Finance Committee positions up for reappointment.

- Coleen Marshall, Position 2 (Member since November 2014)
- Terry Dawson, Position 3 (Member since November 2014)
- Elise Landry, Position 4 (Member since September 2022)
- VACANT, Position 1

Bylaws: ARTICLE 3: OFFICERS AND MEMBERSHIP

Section 1. The Finance/Audit Committee shall consist of four (4) voting members who are City residents and one (1) non-voting ex-officio City Council member. Applications are submitted to City staff and will be reviewed for minimum qualifications and forwarded to the committee for interview and recommendation to City Council for selection. City Council moves to recommend that Mayor appoints the recommended applicant to the committee.

Section 7. Members shall be appointed for two year terms. Members may be reappointed to the same position by City Council based on original application.



The appointments will expire June 2025. The positions would be eligible for reappointment at that time.

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**RECOMMENDATION AND ALTERNATIVES**

1. Reappoint Finance/Audit Committee members.
  2. Do not reappoint one or more Finance/Audit Committee members. In this case, it is recommended that the vacancy be noticed and posted until another applicant is selected by Finance/Audit Committee.
  3. Taking no action would result in the Finance/Audit Committee positions becoming vacant.
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**BUDGET / FINANCIAL IMPACT**

No financial or budget impact.

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**PUBLIC INVOLVEMENT**

None

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**NEXT STEPS**

If reappointed, the Finance/Audit Committee members(s) will be notified.

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**ATTACHMENTS**

None

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## MINUTES

### Coburg City Council Meeting

August 8<sup>th</sup>, 2023 at 6:00 P.M.

91136 N Willamette Street

Hybrid Meeting in-person or via Zoom

**MEMBERS PRESENT:** Mayor Nancy Bell, Kyle Blain, Cathy Engebretson, John Fox, John Lehmann, Claire Smith, Alan Wells

**MEMBERS ABSENT:** None

**STAFF PRESENT:** City Attorney Anne Davies, City Administrator Adam Hanks, Anne Heath, City Recorder Sammy Egbert, Chief of Police Larry Larson, Finance Director Greg Peck, Public Works Director Brian Harmon

**RECORDED BY:** Jackie Low, Lane Council of Governments (LCOG)

### CALL THE CITY COUNCIL MEETING TO ORDER

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

### PLEDGE OF ALLEGIANCE

Mayor Bell led the Pledge.

### ROLL CALL

Ms. Egbert called roll. A quorum was present.

### MAYOR COMMENTS

Mayor Bell welcomed City Administrator Adam Hanks, who started in this role on July 31<sup>st</sup>. Ms. Egbert conducted swearing in ceremony for City Administrator Hanks. Mayor Bell thanked City Administrator Anne Heath for her service to the city and announced retirement party for Ms. Heath at City Hall on Thursday, August 31<sup>st</sup> from 3:00 to 6:00 pm. Ms. Heath will continue to work with the city through August to assist with the city audit.

## AGENDA REVIEW

Amended Minutes for June 13, 2023 and July 11, 2023 for consideration under the consent agenda.

Remove Agenda Item 5 Wildish Building Company Contract.

## CITIZEN TESTIMONY

None.

## CONSENT AGENDA

1. Minutes June 13, 2023, City Council
2. Minutes July 11, 2023, City Council

**MOTION:** Councilor Fox moved, seconded by Councilor Wells, to accept the consent agenda as amended.

The motion passed unanimously – 6:0.

## ORDINANCES AND RESOLUTIONS

3. Second Reading

**ORDINANCE A-163-U** AN ORDINANCE ADOPTING THE OREGON CRIMINAL CODE, OREGON UNIFORM CONTROLLED SUBSTANCES ACT, OREGON LIQUOR CONTROL ACT, AND THE OREGON MOTOR VEHICLE CODE; REPEALING CONFLICTING ORDINANCES

**MOTION:** Councilor Lehmann moved seconded by Councilor Blain to adopt Ordinance A-163-U An Ordinance Adopting the Oregon Criminal Code, Oregon Uniform Controlled Substances Act, Oregon Liquor Control Act, and the Oregon Motor Vehicle Code; repealing conflicting ordinances,

The motion passed unanimously- 6:0.

4. **RESOLUTION 2023-13** A RESOLUTION APPROVING THE ORIGINAL ART MURAL POLICY

Member comments and questions included clarification of the definition of mural, approval criteria, and who would be responsible for approving or denying proposals. Mural was defined as an original art not intended to advertise. Criteria for approval include color, size, materials, workmanship, and themes on a content neutral basis. Ms. Winner informed the Council the policy was written in alignment with Type 1 Land Use review and proposals in public spaces would be required to go through the process for donations for public spaces policy in addition to the Type 1 review.

Councilor Lehmann expressed concern of the responsibility and liability placed on city administration staff to approve or deny proposals.

Mr. Hanks advised that as the policy is written, Type 1 review may be forwarded to the appropriate committees. Discussion was held to determine if Type 2 review may be more appropriate for this policy.

Mr. Hanks proposed adopting resolution as it is written with direction for discussion between Council and staff at a future date, potentially the Council's upcoming work session in September.

**MOTION:** Councilor Fox moved, seconded by Councilor Engebretson to adopt Resolution 2023-13 A Resolution approving the Original Art Mural Policy.

The motion passed 4:1 with Councilor Lehmann voting against because he wasn't ready to make final decision. Councilor Smith abstained.

Councilor Engebretson recommended staff consider changing policy to Type 2 from Type 1 and to include language for murals on City buildings.

Councilor Lehmann recommended staff compare mural and sign ordinances for consistency of definitions and approval criteria.

#### **COUNCIL ACTION ITEMS**

##### 5. Wildish Building Company Contract to Build an Operations and Storage Building

This item was removed from the agenda. Ms. Heath noted that the City issued an intent to award to Wildish Building Company and, consistent with both state and local procurement laws, a protest of the intent to award was filed by one of the bidders. Staff is working with the City's legal team to ensure the protest process is addressed and resolved prior to Council making the formal contract award. Councilor Fox appreciated the review attention given to the lowest bid and the acknowledgement of issues.

##### 6. Branch Engineering Contract and Rates

Ms. Heath presented a 1 year contract renewal with Branch Engineering explaining there is a proposed rate increase of 25% on current projects in process, and a 40% increase on any new projects that begin under this contract.

Council comments and questions included acknowledgement of impact of rate increases on the budget and inquired with staff on the ability to develop a Request for Proposal (RFP) for engineering services prior to the expiration of this new contract renewal in July of 2024. Mr. Hanks advised Council that an RFP could be developed for a number of different engineering service scenarios and suggested that staff could provide Council with several different options and highlight anticipated pro's and con's associated with the different options.

**MOTION:** Councilor Blain moved, seconded by Councilor Fox to approve the contract with Branch Engineering Inc. as City Engineer.

The motion passed unanimously 6:0:0.

## ADMINISTRATIVE INFORMATION REPORTS

### 5. Finance Quarterly Presentation

Mr. Peck presented the finance quarterly report.

Councilor Engebretson asked about the Water Fund revenue versus expenses. Mr. Peck clarified that reports are preliminary, and Ms. Heath stated reimbursements are expected.

Councilor Lehmann asked if the previous warning of the outlook for Personal Services still stood from two months ago. Ms. Heath shared the City needs to continue to generate revenue for the General Fund to accommodate increasing costs and clarified that water revenues will not be going into the General Fund.

Mayor Bell shared Budget Committee has asked how revenue can be increased and Council is tasked with evaluating ways to increase revenue. Mr. Peck shared this is a statewide trend.

Councilor Wells asked clarification if the city is running at a deficit each year. Ms. Heath shared the General Fund absorbs departments, such as Parks, that do not generate revenue which impacts deficit. Councilor Wells asked how to fund a deficit. Ms. Heath emphasized that report is preliminary and there is approximately \$800,000 in reimbursement from the water fund that is still expected.

Councilor Lehmann asked if funds are received from use of parks for events. Ms. Heath advised revenue is very minimal and Council can evaluate how revenues are serving the community and impact on Public Works.

### 6. Total Maximum Daily Load Annual Update

Mr. Harmon presented.

Councilor Fox asked for clarification of the period of the report. Mr. Harmon stated this report is for the year 2022.

### 7. Administrative Monthly Report

Ms. Heath presented. She informed the Council that the Water Project well drill is not completed. Ms. Heath advised Premier RV delineation is still in process with a letter sent to the governor's office. The city can apply for a temporary hook up to water through OHA which will have its own application process. Mr. Harmon will work with Premier RV to determine the seriousness of the situation and timeline in order to determine if temporary line should be placed.

Mayor Bell asked if liaison assignments are working for the Council. Consensus to continue with current assignments.

**COUNCIL COMMENTS**

Mayor Bell asked if Ms. Heath has had an opportunity to follow up with citizen inquiries about the post office. Ms. Heath shared she has tried to contact the post office without success and is still investigating.

**ADJOURNMENT**

Mayor Bell adjourned at 8:30 pm.

**APPROVED** by the City Council of the City of Coburg on this 12th day of September, 2023.

**DRAFT**

\_\_\_\_\_  
Nancy Bell, Mayor of Coburg

**ATTEST:** \_\_\_\_\_  
Sammy L. Egbert, City Recorder



## COBURG CITY COUNCIL ACTION/ISSUE ITEM

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### TOPIC: Operations Building and Operations Storage Building

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**Meeting Date:** September 12, 2023

**Staff Contacts:** Adam Hanks, City Administrator, Brian Harmon, Public Works Director

**Contact:** 541-682-7181 [adam.hanks@ci.coburg.or.us](mailto:adam.hanks@ci.coburg.or.us)  
541-682-7857 [brian.harmon@ci.coburg.or.us](mailto:brian.harmon@ci.coburg.or.us)

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### REQUESTED COUNCIL ACTION

**RECOMMENDED MOTION:** *“I move to approve the public improvement contract with Wildish Paving Co. doing business as Wildish Building Company to construct the Operations and Operations Storage Building.”*

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### BACKGROUND & ANALYSIS

The Operations Center has been in development for several years. The Center will house the Public Works Department equipment, management offices, SCADA System, and Training Room. Currently the Public Works is confined to one room for all staff, SCADA System, and Offices. The new Operation Center will be a building the same size as the Wastewater Treatment Plant building (4,800sq/ft). The Coburg Fire District partnered with the City to construct an additional auxiliary building to be used for an unspecified time period. At the end of the time period, the Public Works Department will take over the use of this building. The Fire Department contribution is \$90,000.

The City went out to bid for the “Coburg Operations and Operations Storage Building Project” on June 2, 2023, and was extended to July 20<sup>th</sup> due to multiple addendums issued. The low bid was from Classic Design Co at \$1,000,000. However, after a mistake was identified, the bid was determined to be \$960,000. After review of pertinent Oregon Revised Statutes regarding public improvement procurement processes, Classic Design was not selected for the intent to award as they failed to meet the requirements of a responsible bidder set forth in ORS 279C.375 and OAR 137.049-0390. Copies of the protest letters and the City’s response are included as attachments for reference.

- Wildish Paving Co. dba Wildish Building Company was the 2<sup>nd</sup> lowest price bidder and, most critically, was determined to be the lowest priced responsive and responsible bidder, with a bid of \$1,324,773.

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**BUDGET**

The cost for the construction of the two structures is \$1,324,773 which is \$324,773 over the budgeted funds. The Coburg Fire Department will contribute \$90,000 to the building. Additional funds may be split between street, water and sewer. Contingency funds are available in every applicable fund if needed. The use of contingency funds would require approval by Council at a future date.

**RECOMMENDATIONS AND ALTERNATIVES**

The alternatives for City Council include:

1. Approve the contract award to Wildish Building Co. as drafted. The contract would become effective immediately and substantial completion on June 28, 2024, with total completion on July 26, 2024.
2. 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 the City of Coburg Capital Projects.
3. Take no action. If the Council chooses this step the contract will not be awarded and the project would need to be re-bid at a future date.

**PUBLIC INVOLVEMENT**

N/A

**RECOMMENDATIONS:****NEXT STEPS**

- The next step would be to implement the contract and begin pre-construction meetings with the selected contractor

**ATTACHMENTS**

- A. Public Improvement Contract with Wildish Building Company – DRAFT
- B. Project Plans (90% Review Set)
- C. Correspondence with Classic Design Company



**CITY OF COBURG  
PUBLIC IMPROVEMENT CONTRACT**

**PROJECT: Coburg Operations and Operations Storage Building Project**

This Contract is between the City of Coburg, an Oregon Municipal Corporation (“City”) and Wildish Paving Co., dba Wildish Building Company (“Contractor”).

**Recital**

City of Coburg selected a contractor to perform work for the City by a competitive bid process. Contractor submitted the lowest qualified bid for the Project.

**Contractor Information**

Address: P.O. Bo 40310, Eugene, Oregon 97404 Phone:541-485-1700  
Fax:541-683-7722 Contact: William R. Wildish E-Mail: [contractadmin@wildish.com](mailto:contractadmin@wildish.com),  
[alexk@wildish.com](mailto:alexk@wildish.com)  
CCB No.: 34429 Fed ID (Tax) No. 93-0748342

**TERMS & CONDITIONS OF CONTRACT**

**1. TERM – DURATION OF CONTRACT**

This Contract shall be effective when signed by both parties and Contractor has submitted the required certificates of insurance and performance and payment bonds. It shall remain in effect until the work on the Project has been completed, the improvement accepted by the City, and the warranty period has expired. The expiration of the term does not affect any right that arose prior to expiration, and terms that by their nature survive expiration shall remain in effect after expiration.

- Work shall commence as stated in the notice to proceed from City to Contractor
- Work shall be substantially complete by June 28, 2024 and totally complete by July 26, 2024.

**2. SCOPE OF WORK**

Contractor shall construct **Coburg Operations Building and Operations Storage Building Project** (the “Project”) in the City of Coburg, Oregon. The Project is located at 91611 N Coburg Road, Coburg, Lane County, Oregon. The Project is described in more detail in the attached Contractor’s Proposal “Exhibit A” and as detailed in the City’s specifications and drawings for this Project. Contractor hereby agrees to furnish all of the materials, labor, water, tools, equipment, light, power, transportation, and other work needed to construct the Project. Collectively all documents herein, plans, referenced laws, statutes,

codes, procedures, material specifications, and schedules are applicable to the scope of Work.

### 3. **PAYMENT**

City shall pay Contractor according to the schedules and unit prices as quoted by Contractor "Exhibit A". The maximum total payment under this Contract without approved written change orders is **\$ 1,324,773**.

#### a. **Application for Payment**

Contractor shall invoice the City monthly for work performed, based on an estimate of the amount of work completed and the value of the completed work. Contractor shall direct the application for payment or invoice to:

Branch Engineering  
310 5<sup>th</sup> Street  
Springfield, OR 97477  
Attn: Julie Leland  
-OR- Via email:

[juliel@branchengineerin.com](mailto:juliel@branchengineerin.com)

City shall make progress payment equal to the value of the completed work, less amounts previously paid, less retainage of five percent, less any deduction for claims and damages paid by the City of Coburg due to acts or omissions of the Contractor and for which he/she is liable under this Contract within 15 days of receipt of the invoice and the prevailing wage certificates certifying that he/she has paid not less than the prevailing rate of wages as required by ORS 279C.840. The form/application for payment shall be acceptable to the City of Coburg.

#### b. **Application Free of Encumbrances**

Contractor warrants and guarantees that all work, materials and equipment covered by any application for payment, will pass to City of Coburg at the time of payment free and clear of liens, claims, security interests and encumbrances.

#### c. **Engineer Review & Approval of Application for Payment**

City Engineer will, after receipt of each application for payment, either indicate in writing his/her approval of payment and present the application to the City of Coburg, or return the application to Contractor indicating in writing his/her reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit for application.

#### d. **Payment on Estimated Quantities**

Nothing contained in this contract shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work should such work be later found not to comply with any of the provisions of this Contract document. All estimated quantities of work for which progress payments have been made are subject to review and correction on the final estimate. Acceptance by the Contractor of progress payments based on periodic estimates of quantities of

work shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amounts of the progress payments.

**e. Final Payment**

Final payment shall be made in accordance with Section 111.5.00 of the General Conditions. (“General Conditions” are Section 400 of the Project Manual for the Coburg Operations Building and Operations Storage Building Project.)

**4. 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.

**5. COMPLIANCE WITH LAW**

Contractor shall comply with applicable federal, state and local laws, ordinances, and regulation. When multiple standards apply, Contractor shall comply with the more stringent standard. Contractor shall comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and will all applicable requirements of federal, state and City civil rights and rehabilitation statutes, ordinances, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), (ORS 659A.142), and all regulations and administrative rules established pursuant to those laws. Contractor agrees to comply with ADA in its employment practices, and that it shall perform its contractual obligations consistently with ADA requirements and regulations, state law, and applicable regulations. In addition, 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 B**).

**a. Contractor Shall:**

- Make payment promptly, as due to all persons supplying to the contractor labor or material for the performance of the work provided for the Contract.
- Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or Subcontractor incurred in the Contract.
- Not permit any lien or claim to be filed or prosecuted against the City.
- Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- Demonstrate that an employee drug testing program is in place. City has the right to audit and/or monitor the program. On request by the City, Contractor shall furnish a copy of the employee drug-testing program.
- Salvage or recycle construction and demolition debris, if feasible and cost-effective.

**b. Prompt Payment/Contractor Refusal to Make Payment:**

- If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the public improvement contract as the claim becomes due, the City may pay the claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the contract.
- If Contractor or first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this contract within 30 days after receipt of payment from the City (or in a case of Subcontractor, from Contractor), Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall be nine percent per annum. The amount of interest may not be waived
- If Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or material in connection with, the person may file a complaint with the Construction Contractor Board (CCB), unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

**c. Hours of Labor – Posting Hours of Labor:**

- For work under this contract, a person may not be employed for more than 10 hours in any one day, or 40 hours of work in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in those cases, the employee shall be paid at least time and a half pay:
  1. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
  2. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four (4) consecutive days, Monday through Friday; and
  3. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  4. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- Contractor is not required to pay overtime if the request for overtime pay is not filed within 90 days of completion of the Contract if Contractor has posted and maintained in place a circular with the information contained in ORS 279C.545 as required by ORS 279C.545(1).

- Contractors and Subcontractors must give notice in writing to employees who perform work under this 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.

**d. Medical Coverage to Employees:**

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that 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.

**e. Worker's Compensation:**

All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless exempt under ORS 656.126. Contractor shall insure that each of its Subcontractors comply with these requirements.

**6. ENVIRONMENTAL**

Contractor shall comply with federal, state and local agencies ordinances, rules and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the performance of the Contract. The City reserves the right if environmental requirements (either new or existing ordinances) must be met after the award of the Contract, City, in accordance with ORS 279C.525, may (a) Terminate the Contract; (b) Complete the work itself; (c) Use non-City forces already under contract with the City; (d) Require that the underlying property owner be responsible for cleanup; (e) Solicit bids for a new Contractor; and (f) Issue the awarded Contractor a change order setting forth the additional work that must be undertaken. In addition, (a) City must make known environmental conditions at the construction site that may require Contractor to comply with environmental ordinances in their bid documents; (b) If not known at the time of award, Contractor shall immediately give notice of the discovered environmental condition to the City; (c) If an environmental emergency exists, City & Contractor shall follow the rules (4), (5), (6), (7) & (8) under ORS 279C.525. If the City chooses to terminate the contract under this subsection, Contractor, if no negligence or omission on his/her part, shall be entitled to all costs and expenses incurred to the date of termination, including overhead and reasonable profits, on the percentage of work completed. If City causes work to be done by another entity, Contractor may not be held liable for actions or omissions of the other entity.

**a. Recycle Materials:**

Contractor will utilize where applicable, recycled materials if (a) The recycled product is available; (b) The recycled product meets applicable standards; (c) The recycled product can be substituted for a comparable non-recycled product; and (d) The recycled product's cost do not exceed the costs of non-recycled products by more than five percent (5%).

**b. Obligation to Pay Subcontractor & Suppliers within 10 Days:**

Contractor shall include in each first-tier subcontract, including contracts with material suppliers, a clause that obligates Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of the amounts paid to Contractor by City under this contract, and if payment is not made within 30 days after receipt of payment from City, to pay an interest penalty as specified in ORS 279C.515(2) to the first-tier Subcontractor. The interest penalty does not apply if the only reason the delay in payment is due to a delay in payment by City to Contractor. Contractor shall include in each of Contractor's subcontracts, a provision requiring the first-tier Subcontractor to include a similar payment and interest penalty clause and shall require Subcontractors to include similar clauses with each lower-tier Subcontractor or supplier.

**c. Certifications:**

By signing the Contract, Contractor will certify that all Subcontractors performing construction work will be registered by the Construction Contractors Board (CCB) or licensed by the State Landscape Contractors Board before the Subcontractor starts work on the Project.

- By signing the Contract, contractor will certify that Contractor and all Subcontractors will maintain all required licenses, permits, certifications or registrations throughout the terms of this agreement.
- By signing the Contract, Contractor will certify that it will comply with Oregon tax laws.

In addition: Contractor will be solely responsible for payment of any federal or state taxes required as a result of this Contract/Agreement.

**7. INDEMNITY – HOLD HARMLESS**

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, Contractor, its employees, servants or agents. CITY shall promptly notify Contractor in a reasonable manner to facilitate the defense of any such claim.

## 8. **INSURANCE**

### a. **General Liability**

Contractor shall purchase and maintain commercial general liability insurance with minimum coverage of \$1 million per occurrence and \$2 million aggregate. The policy shall name the City as an additional insured and cover acts and omissions of Contractor and its Subcontractors of any level. Contractor shall be liable for the full amount of any claims resulting from negligence or intentional misconduct of Contractor, its subcontractors, and their officials, agents and employees in the performance of this Contract, even if not covered by or in excess of insurance. In addition, Section 104.3.00, 104.4.00 and 104.5.00 of the General Conditions is applicable to this Contract.

### b. **Workers Compensation**

Workers compensation insurance as required by ORS Chapter 656. Contractor shall ensure that each subcontractor obtains workers compensation insurance. The Contractor shall ensure that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing Work. In addition, Section "Oregon State Public Contract Provisions" – subsection "Workers' Compensation" and section "Independent Contractor – Non-Partnership" of this Contract is applicable.

### c. **Builder's Risk**

Contractor shall provide builder's risk insurance on an all risks of direct physical loss basis, including, without limitation, earthquake and flood damage, for amount equal to at least the value of the amount installed. Any deductible shall not exceed \$50,000 for each loss, except that the earthquake and flood deductible shall not exceed 5% of each loss or \$50,000, whichever is greater. The policy shall include the City of Coburg as loss payee. In addition, Section 104.6.00 of the General Conditions is applicable to this Contract.

### d. **Automobile Insurance**

If required, the combined single limit per occurrence shall be in an amount at least equal to the State/DMV requirements. In addition, Section 104.6.01 of the General Conditions is applicable to this Contract.

## 9. **BONDS**

### a. **Payment and Performance Bonds**

Immediately upon execution of this agreement, Contractor shall provide a separate Performance Bond and a separate Payment bond in a form acceptable to the City of Coburg. Each bond shall be equal to 100% of the Contract amount. The Performance Bond and Payment Bond must be signed by the Surety's Attorney-in-fact, and the Surety's seal must be affixed to each bond. Bonds shall not be canceled without the City of Coburg's consent, nor will the City release them prior to Contract completion. Bonds must be originals – faxed or photocopied bond forms will not be accepted.

**b. Public Works Bond**

Contractor will file with the Construction Contractors Board (CCB) a Public Works Bond with a corporate surety authorized to do business in the State of Oregon in the amount of \$30,000 prior to starting work on this contract. Contractor is aware of the provisions of ORS 279C.600 and 279C.605 relating to notices of claim and payment of claims on public works bonds.

**10. CONFLICT OF INTEREST**

Contractor shall not give or offer any gift, loan, or other thing of value to any City official or employee. The Contractor shall not rent, lease, or purchase materials, supplies, or equipment, with or through any City official or employee.

**11. IMPACT ON TRAFFIC AND PROPERTY**

Contractor shall adopt reasonable means and comply with all laws, ordinances, and regulation in order to minimize interference to traffic and damage to both public and private property; And in accordance to 110.4.00 and 110.4.01 of the General Conditions, shall provide a traffic plan, maintain two-way traffic unless approved otherwise by the City of Coburg, and make every effort to maintain public safety and convenience. Contractor shall provide adequate noise control and shall control all obstructions to traffic in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) if applicable.

**12. PREVAILING WAGE**

**a. Basic Requirement**

In accordance to ORS 279C.840, Contractor shall pay to workers in each trade or occupation the current, applicable State prevailing rate of wage as established by the Oregon State Bureau of Labor and Industries (BOLI). The wage rates applicable are those in effect at the time Project was first advertised.

**b. Posting of Prevailing Wage Rates**

Contractor, Subcontractor shall post the prevailing wage rates and fringe benefits in the locality where the labor is performed.

**c. Certifications of Wage Rates to City of Coburg**

Contractor shall furnish weekly to the City of Coburg certified statements, in writing on a form prescribed by the Commissioner of the Bureau of Labor, certifying: (a) The hourly rate of wage paid each worker whom the Contractor the Subcontractor has employed upon the public works improvement; and (b) That no worker employed upon the public works has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract.

- d.** If the Contractor has not filed the certified statements as required under this contract, The City of Coburg is required by law to retain 25% of any amount earned by the Contractor until the Contractor has complied. Final payment cannot be made without all applicable wage rates on file with the City.



**e. Applicability of both Federal (Davis-Bacon) and State (BOLI) Prevailing Wage Rates**

When a public works project is subject to the Davis Bacon Act (40 U.S.C.3141 et seq.), the Contractor and every Subcontractor shall pay the higher of the two (BOLI and Davis Bacon) prevailing wage rates.

**f. Access to Wage Rate Records – Worker Interview Verification**

Contractor shall allow the Bureau of Labor and Industries (or Federal Officials) to enter the office or business establishment of Contractor at any reasonable time to determine whether the prevailing rate of wage and or the higher of the State prevailing wage rate and the Davis-Bacon wage rate is actually being paid and shall make payment records available to BOLI or Federal Officials on request. Contractor shall require Subcontractors to provide the same right of entry and inspection. In addition, shall allow interviews with persons with each discipline (trade) to determine if the correct wage rate is actually being paid.

**g. All BOLI Requirements Applicable**

Contractor must comply with all laws and regulations relating to prevailing wages, whether or not set out in this Contract. Contractor is to use the most current Prevailing Wage Rates for Public Contracts in Oregon including any amendments to the prevailing rates at time of contract initiation. Further information regarding prevailing wages, including requirements applicable to Contractor, is available at:

[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx) And available by contacting the Bureau of Labor & Industries at 971-673-0838.

**13. WARRANTIES**

All work shall be guaranteed for a period of one (1) year against defects in materials and workmanship. Contractor unconditionally warrants all work and materials for this Project, including additional work authorized under change orders, against any defects whatsoever, for one (1) year from the date of acceptance by the City of Coburg, except that manufacturers' warranties and extended manufacturer warranties as specified in the contract documents or otherwise is a standard manufacturer product warranty shall not be abridged. In addition to its right to proceed on the warranty, the City may recover for breach of contract or negligence even if defects do not become evident during the warranty period. The Contractor also agrees to hold the City of Coburg harmless from claims of any kind arising from damage due to said defects. In addition, Section 109.7.00 of the General Conditions is applicable to this Contract.

**14. LIQUIDATED DAMAGES**

Contractor agrees to pay liquidated damages in accordance to Section 110.9.00 of the General Conditions. The City of Coburg is authorized to deduct the amount of the liquidated damages from any amounts due and the Contractor and its Surety shall be liable for any excess. If the Contract is terminated for default (see following "Termination") and if the Work has not been completed by other

means on or before the expiration of Contract time or adjusted Contract time, liquidated damages will be assessed against the Contractor for the duration of time reasonably required to complete the work.

## 15. **TERMINATION OF CONTRACT AND SUBSTITUTED PERFORMANCE**

- **Termination for Default** – Termination of the Contract for default may result if the Contractor:
  - Violates any material provision of the Contract;
  - Disregards applicable laws and regulations or the Engineer's instructions;
  - Refuses or fails to supply enough materials, equipment or skilled workers for the prosecution of the Work in compliance to the Contract;
  - Fails to make prompt payment to Subcontractors;
  - Makes an unauthorized general assignment for the benefit of the Contractor's creditors;
  - Has a receiver appointed because of the Contractor's insolvency;
  - Is adjudged bankrupt and the court consents to the Contract termination; or
  - Otherwise fails or refuses to faithfully perform the Contract according to its terms and conditions.

If the Contract is terminated by the City, upon demand the Contractor and Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of all materials and equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments.

If the Contract is terminated for default, neither the Contractor nor its Surety shall be:

- Relieved of liability for damages or losses suffered by the City because of the Contractor's breach of Contract; or
  - Entitled to receive any further progress payments until the Work is completed. However, progress payments for completed Work that remain due and owing at the time of Contract termination may be made according to the City's payment terms, except that the Engineer will be entitled to withhold sufficient funds to cover costs incurred by the City as a result of the termination. Final payment to the Contractor will be made according to the City's payment terms.
- b. If a termination under this provision is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination of public convenience.**
- c. Termination for Public Convenience**
- The Engineer may terminate the Contract in whole or in part whenever the Engineer determines that termination of the Contract is in the best interest of the public.

- Notice: The Engineer will provide the Contractor and the Contractor's Surety seven (7) calendar days' written notice of termination for public convenience. After such notice, the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of materials and equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments.
- Compensation: Compensation for Work terminated by the Engineer under this provision will be determined by the amount of Work completed/installed and materials and equipment furnished and the status of payment (paid/unpaid) for such Work, materials and equipment; less any outstanding labor or material claims against the Contractor.

**d. Substituted Performance**

According to the City's procedures, and upon the Engineer's recommendation that sufficient cause exists, the City, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor's Surety ten (10) calendar days' written notice may:

- Terminate the Contract;
- Substitute the Contractor with another Entity to complete the Contract;
- Take possession of the Project Site;
- Take possession of materials on the Project Site;
- Take possession of materials not on the Project Site, for which the Contractor received progress payments;
- Take possession of equipment on the Project Site that is to be incorporated into the Work;
- Take possession of equipment not on the Project Site that is to be incorporated into the Work, and for which the Contractor received progress payments; and
- Finish the Work by whatever method the City deems expedient.

If within the ten (10) calendar days' notice period provided above, the Contractor and/or its Surety corrects the basis for declaration of default to the satisfaction of the Engineer, or if the Contractor's Surety submits a proposal for correction that is acceptable to the Engineer, the Contract will not be terminated.

**16. ASSIGNMENT**

Contractor shall not assign or transfer its interests in this contract without written consent of City, which consent may be withheld in the City's sole, subjective discretion; nor shall the Contractor assign any monies due or to become due to him/her hereunder without the previous written consent of the City of Coburg.

**17. INDEPENDENT CONTRACTOR – NON-PARTNERSHIP**

By its execution of this Agreement, the Contractor shall perform all work under this Project as an Independent Contractor, as that term is used under the laws of the State of Oregon and in accordance with the standards set forth in ORS 670.600, and shall not be considered as an agent of the City of Coburg, nor shall

the Contractor's Subcontractors or employees be sub-agents of the City of Coburg. In addition:

- The Work to be rendered under this Project is that of Independent Contractor. Contractor is not an officer, employee, or agent of the City under ORS 30.265 or ORS 30.287, and Contractor is not to be considered an officer, employee or agent of the City for any purpose. Contractor shall be solely and entirely responsible for its act and for the acts of its subcontractors, agents or employees during the performance of this Project. Contractor is an Independent Contractor for the Oregon Workers' Compensation Law (ORS Chapter 656) and is solely liable for workers' compensation coverage under any Contract/Agreement applicable to the Project.
- No Agency, Partnership or Joint Venture – Neither the City or Contractor by virtue of any Agreement applicable to this Project, is a partner or joint venture with the other party in connection with the activities carried out under this Project.
- Any Contract/Agreement applicable to this Project is not intended to entitle the Contractor nor any of its Subcontractors to any benefits generally granted to City Employees. **Contractor shall be responsible for all federal or state taxes** applicable to compensation or payment paid to Contractor under any Contract/Agreement applicable to this Project.

**18. FORCE MAJEURE**

Contractor shall not be held responsible for delay or default caused by fire, riot, act of God and war which is beyond Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract.

**19. SEVERABILITY**

In the event any of the provisions or portion of the Contract/Agreement are held to be unenforceable or invalid by any court of competent jurisdiction for any reason, such invalid or unenforceable provision shall in no way effect the validity or enforceability of the remaining provisions or portions.

**20. WAIVERS**

No term or condition of this Contract/Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing signed by the Party charged with such waiver. Any waiver of any provision of the Contract, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion. The failure of either Party to enforce any provision of the project documents shall not constitute a waiver by the City of that or any other provision.

**21. MERGER**

No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. A waiver, consent, modification or change, if made shall be effective only in the specific instance

and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor by signature of its authorized representative hereby acknowledge that Contractor understands the Contract and agrees to be bound by its terms and conditions.

**21. LIMITATION OF AUTHORITY**

City retains its authority to execute all applications, contracts and other documents relating to the Project. Contractor has no right or authority, express or implied, to commit or otherwise obligate City or any of its partners, except as permitted by the express terms of this Contract, or as authorized in writing.

**22. ATTORNEY FEES AND GOVERNING LAW**

In the event an action, suit or proceeding, including appeal, is brought for failure to observe any of the terms of this Contract, each party shall be responsible for that party's own attorney fees, expenses, costs and disbursements for the action, suit, proceeding or appeal. The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court of the State of Oregon.

**23. REMEDIES**

The remedies provided for in the Contract are cumulative, and in addition to other remedies available at law. Contractor agrees that, due to the health, safety and welfare issues that relate to timely and acceptable completion of the Project to be constructed under this Contract, the City may not have an adequate remedy at law in the event of a breach of this Contract by Contractor, and that the City may obtain injunctive relief at the sole elections of the City.

**24. COUNTERPARTS**

The Contract may be signed in one or more counterparts (including change orders), each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

**25. GENDER: SINGULAR - PLURAL**

Whenever masculine, feminine, neuter, singular, plural, conjunctive, or disjunctive terms are used in the Contract, they shall be construed to read in whatever form is appropriate to make the Contract applicable to all the Parties and all circumstances, except where the context of the Contract clearly dictates otherwise.

**26. INTERCHANGEABLE TERMS IN CONTRACT AND RELATED DOCUMENTS**

Contract and Agreement are interchangeable;  
City and Owner are interchangeable; and  
Engineer, City Engineer are interchangeable – this can be further construed to include Project Manager and or the designee of the City Engineer.

**27. NOTICES**

All notices of a legal nature shall be in writing and shall be served upon the other party by personal service, by facsimile transmission, E-Mail followed by mail delivery of the original of such notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed as follows: City of Coburg, P.O. Box 8316, Coburg, OR 97408, Attn: City Recorder, Phone: 541-682-7850. Service by mail shall be deemed complete on the date of actual delivery or three (3) business days after being sent via certified mail. Service by facsimile transmission or E-Mail shall be deemed served up receipt of the facsimile or E-Mail, followed by mail delivery.

**THE PARTIES SIGNING BELOW WARRANT, REPRESENT AND AGREE THAT  
THEY HAVE AUTHORITY TO SIGN THIS AGREEMENT AND AGREE TO ALL  
TERMS**

**CONTRACTOR:**

**SIGNATURE:** \_\_\_\_\_

**BY:** Willam R. Wildish

**TITLE:** Vice President

**DATE:** \_\_\_\_\_

---

**CITY OF COBURG, OREGON**

**SIGNATURE:** \_\_\_\_\_

**BY:** Adam Hanks

**TITLE:** CITY ADMINISTRATOR

**DATE:** \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY:**

\_\_\_\_\_  
**CITY ATTORNEY**

---

**EXHIBIT A**  
Operations Storage Building Project

ITEM No.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL BID PRICE
1	Mobilization, Bonds, and Insurance	1	Lump Sum		\$49,450
2	Authorized Additional Excavation	0	Cubic Yards	\$63	
3	3/4"-0 Aggregate Base	1300	Tons	\$33	\$42,900
4	Building #1 (complete)	1	Lump Sum		\$866,300
5	Building #2 (complete)	1	Lump Sum		\$214,500
6	Electrical (complete)	1	Lump Sum		\$112,900
7	Water (complete)	1	Lump Sum		\$8,900
8	Stormwater (complete)	1	Lump Sum		\$11,800
9	4" Thick Concrete Walkway	475	Square Feet	\$11.09	\$5,270
10	3' Wide, 6" Thick Reinforced Concrete Walkway	130	Square Feet	\$24.62	\$3,200
11	6" Thick Concrete ADA Parking Stall	1	Lump Sum		\$4,320
12	Construction Staking	1	Lump Sum		\$2,640
13	Signing and Striping (complete)	1	Lump Sum		\$2,530
<b>Base Bid Total</b>					\$1,324,773

**Alternate #1**

ITEM No.	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL BID PRICE
A1.1	8" Thick, Reinforced Concrete Valley Gutter	241	Lineal Feet	\$70.50	\$16,990
A1.2	Asphalt Paving 4" of Level 2, 1/2" Dense HMA	6,750	Square Feet	\$5.07	\$34,200



ZZU-2

A1.3	4" Thick Concrete Walkway	575	Square Feet	\$ 9.97	\$ 5,730
A1.4	6" Thick, Reinforced Concrete Driveway Apron	250	Square Feet	\$ 15.76	\$ 3,940
<b>Alternate #1 Bid Total</b>				\$ 60,860	

**Alternate #2**

ITEM No.	ITEM DESCRIPTION	QTY	UNIT	UNIT COS	TOTAL BID PRICE
A2.1	3/4"-0 Aggregate (additional to Base Bid)	155	Tons	\$ 33.81	\$ 5,240
A2.2	3' Wide, 4" Thick Concrete Walkway	120	Square Feet	12.75	\$ 1,530
A2.3	Raise building FFE 6"	1	Lump Sum		\$ 9,170
<b>Alternate #2 Bid Total</b>				\$ 15,940	

Total Amount of Base Bid \$ 1,324,773

Total Base Bid price written out in words

ONE MILLION THREE HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED AND SEVENTY THREE DOLLAR

Total Amount of Alternate #1 Bid \$ 60,860

Total Alternate #1 Bid price written out in words SIXTY THOUSAND EIGHT HUNDRED AND SIXTY DOLLARS

Total Amount of Base Bid Plus Alternate #1 Bid \$ 1,385,633

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

ONE MILLION THREE HUNDRED EIGHTY FIVE THOUSAND SIX HUNDRED AND THIRTY THREE DOLLAR

Total Amount of Alternate #2 Bid \$ 15,940

Total Alternate #2 Bid price written out in words FIFTEEN THOUSAND NINE HUNDRED AND FORTY DOLLAR

Total Amount of Base Bid Plus Alternate #2 Bid \$ 1,340,713

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

ONE MILLION THREE HUNDRED FORTY THOUSAND SEVEN HUNDRED AND THIRTEEN DOLLAR

## EXHIBIT B

### **RELEVANT PROVISIONS OF ORS CHAPTER 279B**

**279B.220 Conditions concerning payment, contributions, liens, withholding.** Every public contract shall contain a condition that the contractor shall:

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

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

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

**279B.235 Condition concerning hours of labor.**

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

- a. Except as provided in subsection (4) of this section, contracts for services must obtain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- b. An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.



# OPERATIONS & MAINTENANCE BUILDING CITY OF COBURG

COBURG, LANE COUNTY, OREGON

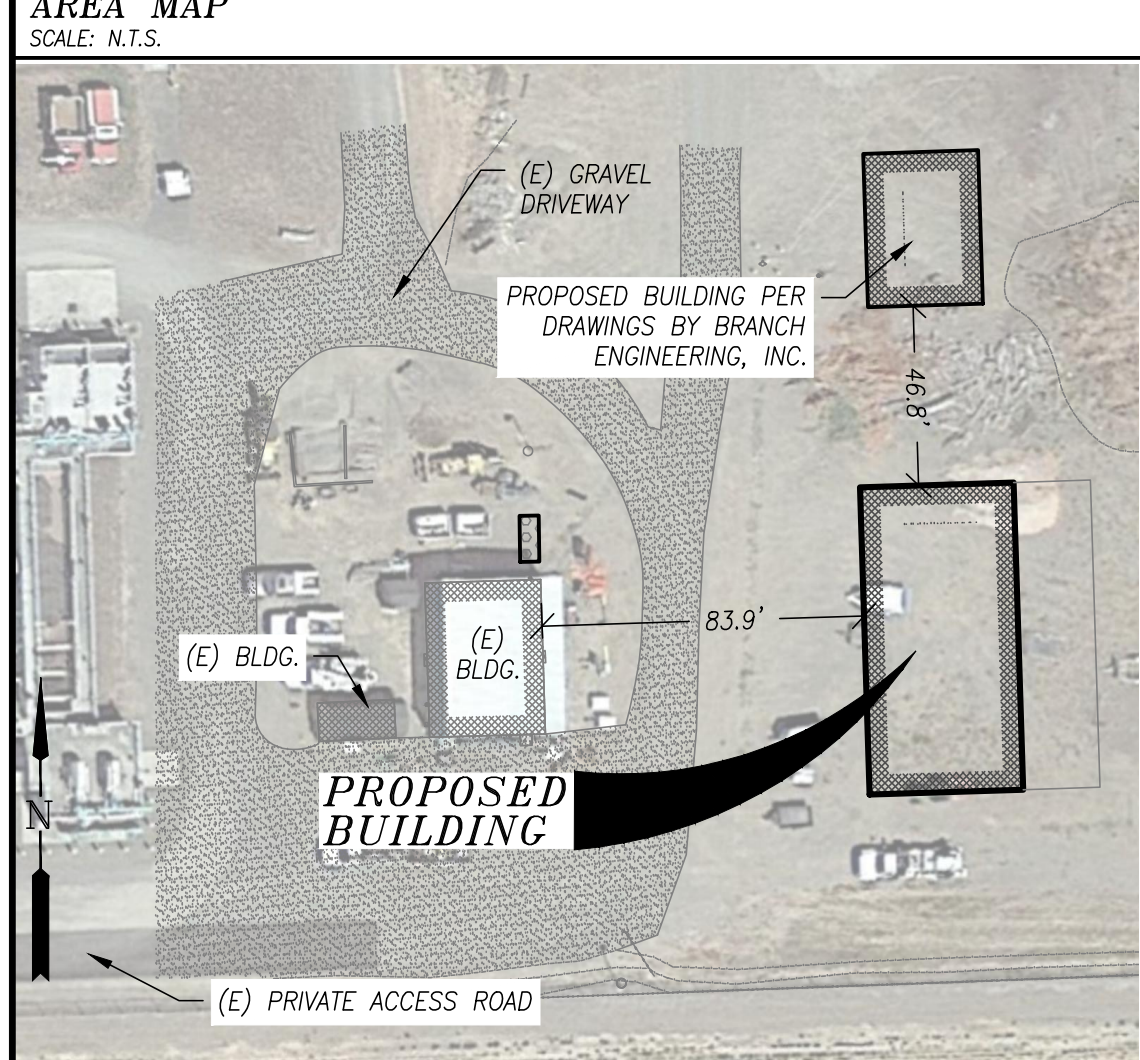
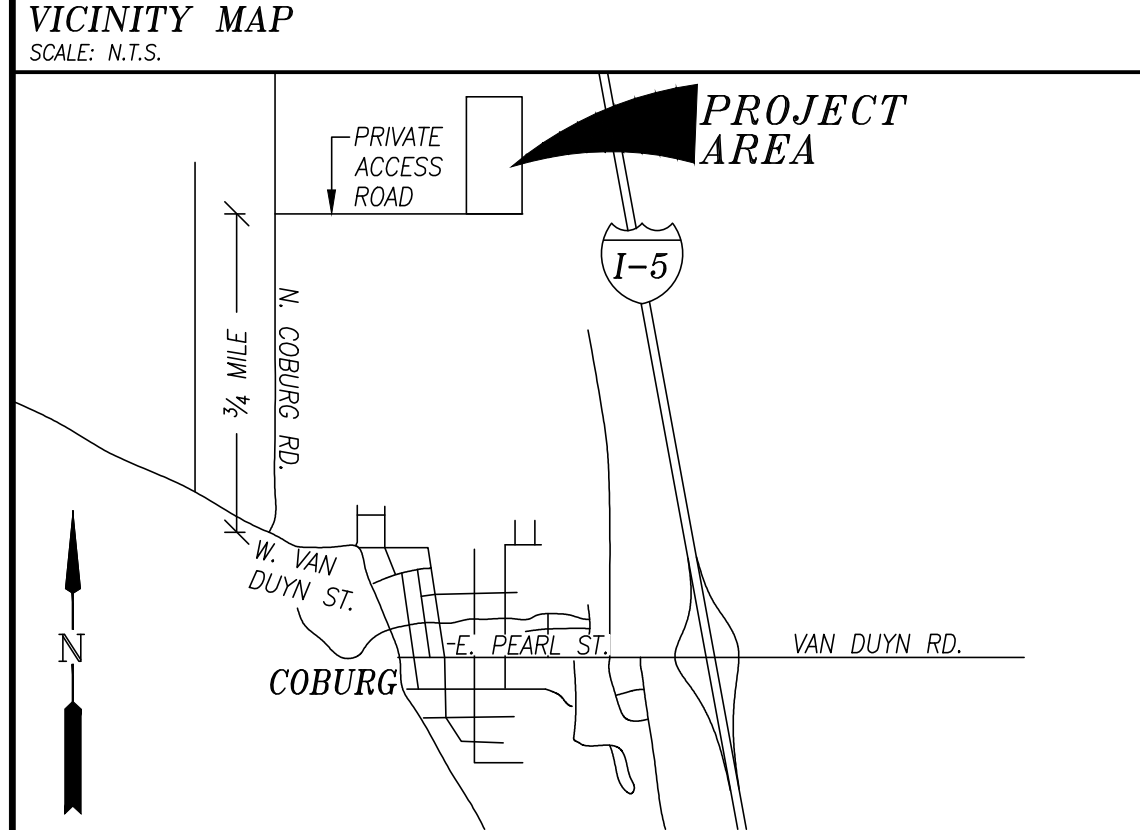
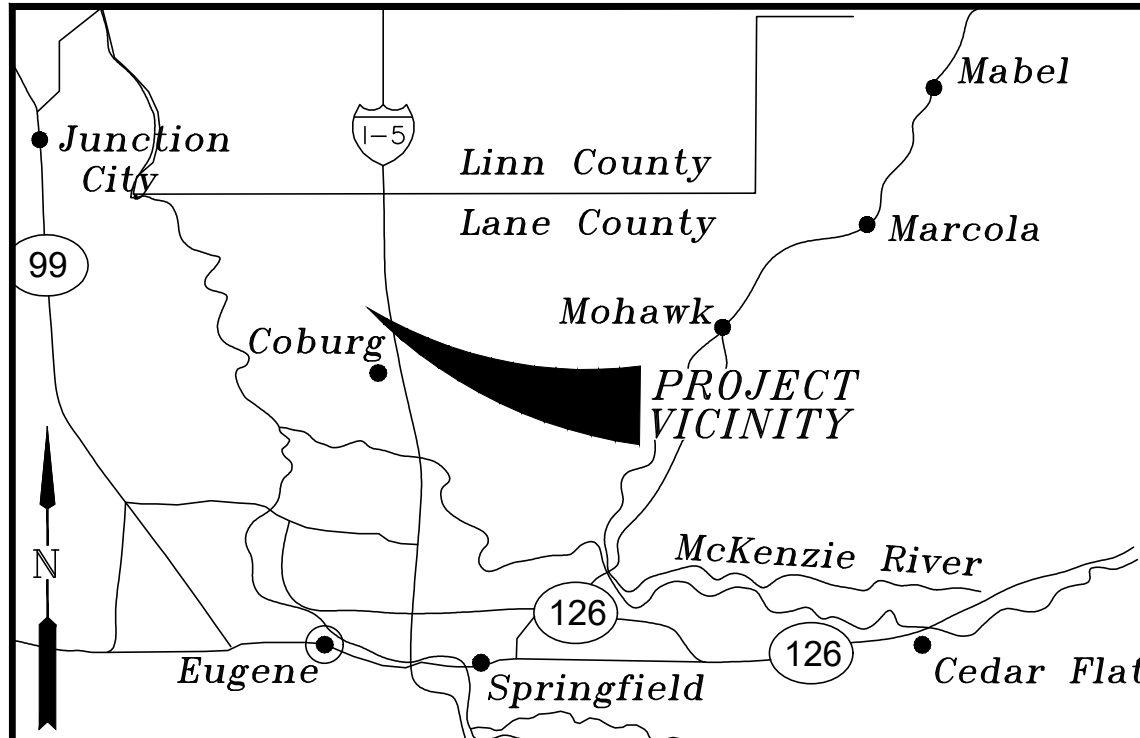
Item 4.

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CARLOS HERNADEZ  
Renews: JUNE 30, 2023



**SITING MAP**  
SCALE: 1" = 50'

- DEFERRED SUBMITTAL:**
- PRE-MANUFACTURED METAL BUILDING (DESIGN BY OTHERS).
  - BUILDING FOUNDATION - SPREAD FOOTINGS & CAST-IN-PLACE ANCHOR DESIGN.
  - MECHANICAL HVAC DESIGN
  - PLUMBING DESIGN
  - ELECTRICAL DESIGN

**NATURAL VENTILATION** (1202.5)

REQUIRED VENTILATION AREA 145SF \* .08 = 11.65SF < 25SF MIN. (e.g. OFFICE)  
PROVIDED VENTILATION AREA 3FT \* 7FT DOOR = 21SF  
PROVIDE A SINGLE DOOR AT EACH SPACE PLUS A MINIMUM OF 4SF ADDITIONAL NATURAL VENTILATION AREA.

STATEMENT OF SPECIAL INSPECTION			
TABLE 1705.3 REQUIRED SPECIAL INSPECTIONS AND TESTS OF CONCRETE CONSTRUCTION			
TYPE	CONT.	PERIODIC	REFERENCED STANDARD
4. INSPECT ANCHORS POST-INSTALLED IN HARDENED CONCRETE MEMBERS. b. MECHANICAL ANCHORS AND ADHESIVE ANCHORS NOT DEFINED IN 4.a.		X	ACI 318; 17.8.2
TABLE 1705.6 REQUIRED SPECIAL INSPECTIONS AND TESTS OF SOILS			
VERIFICATION & INSPECTION	CONT.	PERIODIC	
1. VERIFY MATERIALS BELOW SHALLOW FOUNDATIONS ARE ADEQUATE TO ACHIEVE THE DESIGN BEARING CAPACITY.			X
2. VERIFY EXCAVATIONS ARE EXTENDED TO PROPER DEPTH AND HAVE REACHED PROPER MATERIAL.			X
3. PERFORM CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS.			X
4. VERIFY USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL.	X		
5. PRIOR TO PLACEMENT OF COMPACTED FILL, INSPECT SUBGRADE AND VERIFY THAT SITE HAS BEEN PREPARED PROPERLY.			X

TABLE 1705.2 - AS REQUIRED BY METAL BUILDING MANUFACTURER.

**SITE LOCATION**

91611 N. COBURG ROAD  
COBURG, OREGON 97408

**DESIGN TEAM**

**OWNER**  
CITY OF COBURG  
CONTACT: BRIAN HARMON  
PO BOX 8316  
COBURG, OREGON 97408  
OFFICE: (541) 933-2512  
EMAIL: brian.harmon@ci.coburg.or.us

**CIVIL ENGINEER**

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

**STRUCTURAL ENGINEER**

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

**CONTRACTOR**

CONTACT: TBD

**METAL BUILDING MANUFACTURER**

DELEGATED DESIGN BY OTHERS  
CONTACT: TBD

**PROJECT DESCRIPTION**

CONSTRUCT PRE-MANUFACTURED METAL BUILDING WITH CONCRETE SLAB-ON-GRADE FOUNDATION. THE PROPOSED METAL BUILDING IS INTENDED FOR MAINTENANCE AND REPAIR OF THE SCHOOL DISTRICT'S FLEET VEHICLES.

**DRAWING INDEX**

- G001 COVER SHEET
- A101 MAIN LEVEL FLOOR PLAN
- A102 MEZZANINE FLOOR PLAN
- A103 LOWER LEVEL REFLECTED CEILING PLAN
- A104 ROOF PLAN
- A201 ELEVATIONS
- A202 ELEVATIONS
- A301 SECTIONS
- A401 RESTROOM ELEVATIONS
- A501 ARCHITECTURAL DETAILS
- A601 SCHEDULES
- S001 STRUCTURAL NOTES
- S101 FOUNDATION PLAN & NOTES
- S201 MEZZANINE FRAMING PLAN
- S501 STRUCTURAL DETAILS

**GENERAL NOTES**

- CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION.
- CONDITIONS NOT SPECIFICALLY DETAILED SHALL BE IN GENERAL CONFORMANCE WITH CONSTRUCTION DETAILS OF A SIMILAR NATURE ELSEWHERE ON THE PROJECT.

**ENERGY CODE COMPLIANCE**

BUILDING ENVELOPE IS SHOWN HEREIN AS MEETING THE REQUIREMENTS FOR SEMI-HEATED SPACE USING ASHRAE 90.1-2019 PRESCRIPTIVE BUILDING ENVELOPE COMPLIANCE PATH.

BUILDING ENVELOPE REQUIREMENTS CLIMATE ZONE 4C - SEMI-HEATED				
OPAQUE ELEMENT 1	ASSEMBLY MAX.	MIN. R-VALUE <sup>2</sup> (METAL BLDG)	MIN. R-VALUE <sup>2</sup> (WOOD-FRAMED & OTHER)	
ROOF	U-0.082	R-19	R-30	
WALLS, ABOVE GRADE	U-0.162	R-13	R-13	
SLAB-ON-GRADE FLOOR - UNHEATED	F-0.730	NR	NR	
OPAQUE SWINGING DOOR	U-0.370			
OPAQUE NON-SWINGING DOOR	U-0.360			
VERTICAL FENESTRATION 0-40% OF WALL	ASSEMBLY MAX. U	ASSEMBLY MAX. SHGC	ASSEMBLY MIN. V1/SHGC	
FIXED	0.50	NR	NR	
OPERABLE	0.65	(FOR ALL TYPES)	(FOR ALL TYPES)	
ENTRANCE DOOR	0.77			
SKYLIGHT 0-3% OF ROOF	ASSEMBLY MAX. U	ASSEMBLY MAX. SHGC	ASSEMBLY MIN. V1/SHGC	
ALL TYPES	0.75	NR	NR	

- SEE SHEET A501 FOR ASSEMBLY DETAILS.
  - SEMI-EXTERIOR BUILDING ENVELOPE PER ASHRAE 90.1-2019 5.5.2
- SEMI-HEATED SPACE NOTES** (ASHRAE STANDARD 90.1-2019 3.2 DEFINITIONS - SPACE):
- HEATING SYSTEM OUTPUT CAPACITY SHALL BE LESS THAN 8 BTU/hr\*sq ft (TABLE 3.2)
  - COOLING SYSTEM OUTPUT CAPACITY SHALL BE LESS THAN 3.4 BTU/hr\*sq ft

**BUILDING CODE COMPLIANCE**

APPLICABLE CODE: 2022 OREGON STRUCTURAL SPECIALTY CODE (OSSC)  
2021 OREGON ENERGY EFFICIENCY SPECIALTY CODE (OEESC)  
2022 OREGON MECHANICAL SPECIALTY CODE (OMSC)  
2021 OREGON ELECTRICAL SPECIALTY CODE (OESC)  
2021 OREGON PLUMBING SPECIALTY CODE (OPSC)

BUILDING AUTHORITY: CITY OF COBURG  
ZONE: RRR1  
OCCUPANCY CLASSIFICATION & USE (302): MIXED S-1, F-1, B  
CONSTRUCTION TYPE (602): TYPE V-B NON-SPRINKLERED  
GENERAL BUILDING HEIGHT & AREA LIMITATIONS (503):

BASIC ALLOWABLE BUILDING HEIGHT (TBL 504.3) = 40 FT  
PROPOSED BUILDING HEIGHT: = ±20 FT

ALLOWABLE NUMBER OF STORIES (TBL 504.4) = 1  
PROPOSED NUMBER OF STORIES = 1

ALLOWABLE AREA FACTOR, A<sub>f</sub> (TBL 506.2) = 9,000 FT<sup>2</sup>

BUILDING AREA MODIFICATION (506):  
FRONTAGE INCREASE (506.3) - NOT CALCULATED

PROPOSED BUILDING AREA = 4,800 FT<sup>2</sup>

MEZZANINES & EQUIPMENT PLATFORMS (505.2):

ALLOWABLE MEZZANINE AREA\* = 1,067 FT<sup>2</sup>  
PROPOSED MEZZANINE AREA = 1,023 FT<sup>2</sup>  
\*SUCH MEZZANINES SHALL NOT CONTRIBUTE TO EITHER THE BUILDING AREA OR NUMBER OF STORIES AS REGULATED BY SECTION 503.1.

FIRE-RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE (TBL. 602):

10 ≤ X < 30 OCCUPANCY ALL (EXCEPT H) = 0

OCCUPANT LOAD (1004):

MAXIMUM FLOOR AREA PER OCCUPANT (TBL 1004.5):  
FUNCTION OF SPACE: SEE EGRESS PLAN  
OCCUPANT LOAD FACTOR: VARIES PER PLAN  
TOTAL NUMBER OF OCCUPANTS PER OWNER = 12  
PROPOSED TOTAL NUMBER OF OCCUPANTS = 30

MINIMUM PLUMBING FACILITIES (2902):  
SEPARATE FACILITIES (2902.2): NOT REQUIRED FOR OCC. LOAD ≤30  
LOCATION OF TOILET FACILITIES (2902.3.3): MAIN LEVEL INSIDE PROPOSED BUILDING  
MINIMUM NUMBER OF REQUIRED PLUMBING FIXTURES (TABLE 2902.1):

WATER CLOSETS-  
CLASSIFICATION: STORAGE (TBL 2902.1) = 1 PER 100 (UNISEX)  
BUSINESS (TBL 2902.1) = 1 PER 25 (UNISEX)  
REQUIRED FACILITIES = 0.13 + 0.68 = 0.81  
PROVIDED FACILITIES = 1 UNISEX

LAVATORIES-  
CLASSIFICATION: STORAGE (TBL 2902.1) = 1 PER 100 (UNISEX)  
BUSINESS (TBL 2902.1) = 1 PER 40 (UNISEX)  
REQUIRED FACILITIES = 0.13 + 0.43 = 0.56  
PROVIDED FACILITIES = 1 UNISEX

**MEANS OF EGRESS ILLUMINATION NOTES**

- THE MEANS OF EGRESS SERVING A ROOM OR SPACE SHALL BE ILLUMINATED AT ALL TIMES THAT THE ROOM OR SPACE IS OCCUPIED.
- THE MEANS OF EGRESS ILLUMINATION LEVEL UNDER NORMAL POWER SHALL NOT BE LESS THAN 1 FOOTCANDLE (11 LUX) AT THE WALKING SURFACE.
- EMERGENCY POWER (BATTERY BACKUP) FOR ILLUMINATION SHALL BE PROVIDED AT AREAS NOTED PER PLAN DRAWING, FOR A DURATION OF NOT LESS THAN 90 MIN. SUCH AREAS INCLUDE, BUT MAY NOT BE LIMITED TO, THE FOLLOWING:
  - EXTERIOR LANDINGS
  - INTERIOR ACCESS STAIRWAYS
  - ELECTRICAL EQUIPMENT ROOMS
- ILLUMINATION UNDER EMERGENCY POWER SHALL BE ARRANGED TO PROVIDE INITIAL ILLUMINATION THAT IS NOT LESS THAN AN AVERAGE OF 1 FOOTCANDLE (11 LUX) AND A MINIMUM AT ANY POINT OF 0.1 FOOTCANDLE (1 LUX) MEASURED ALONG THE PATH OF EGRESS AT FLOOR LEVEL.

**EGRESS ANALYSIS**

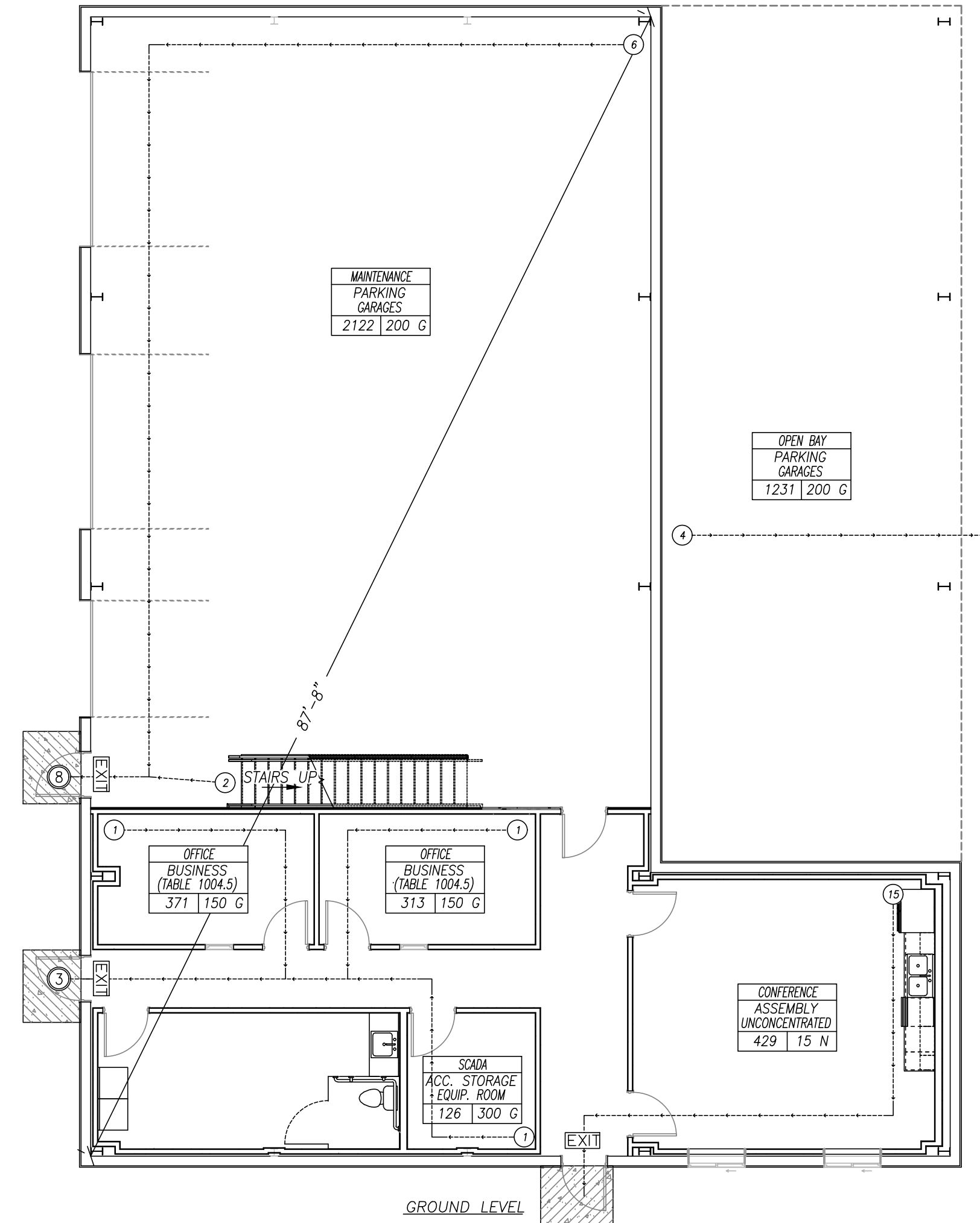
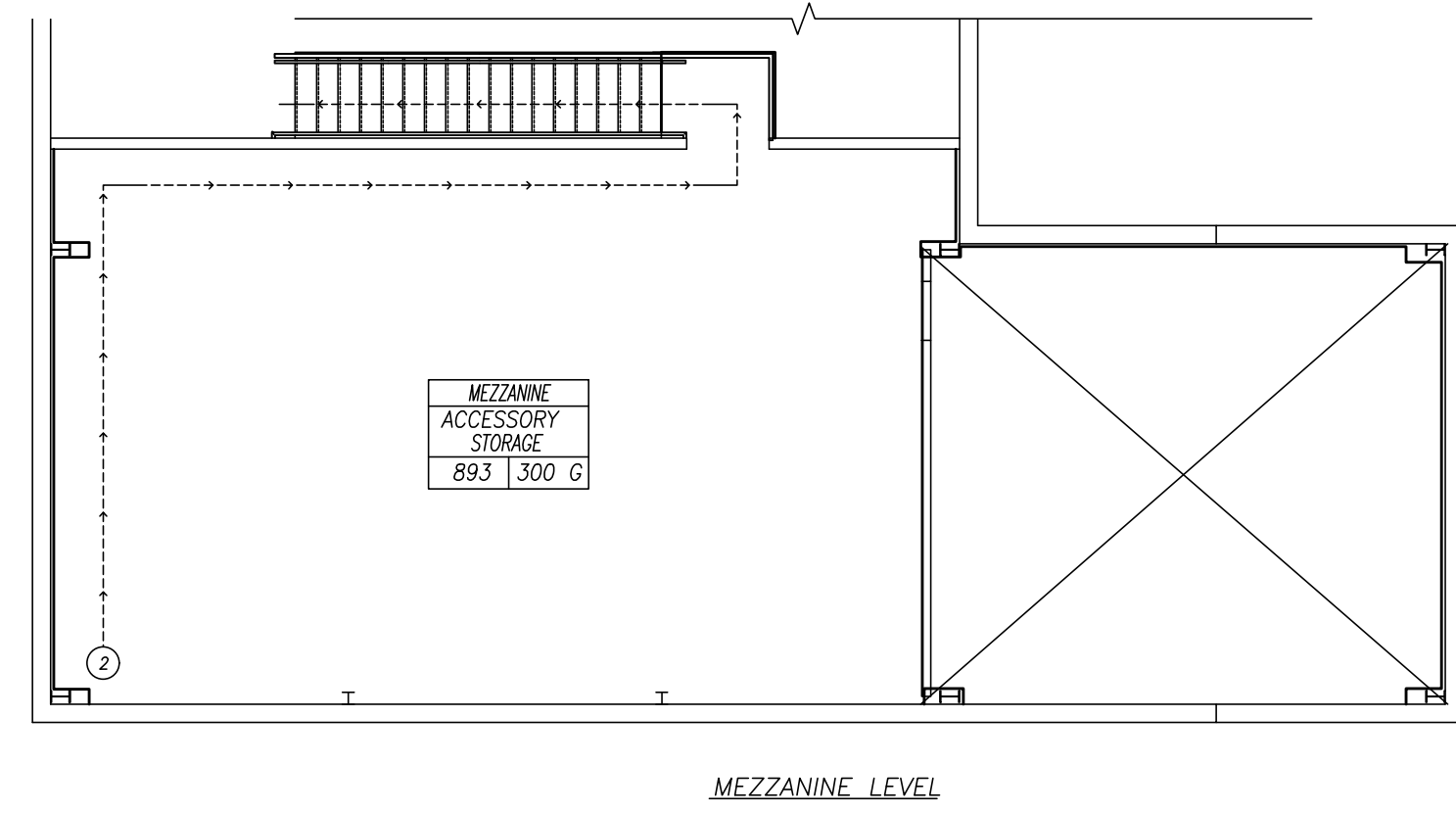
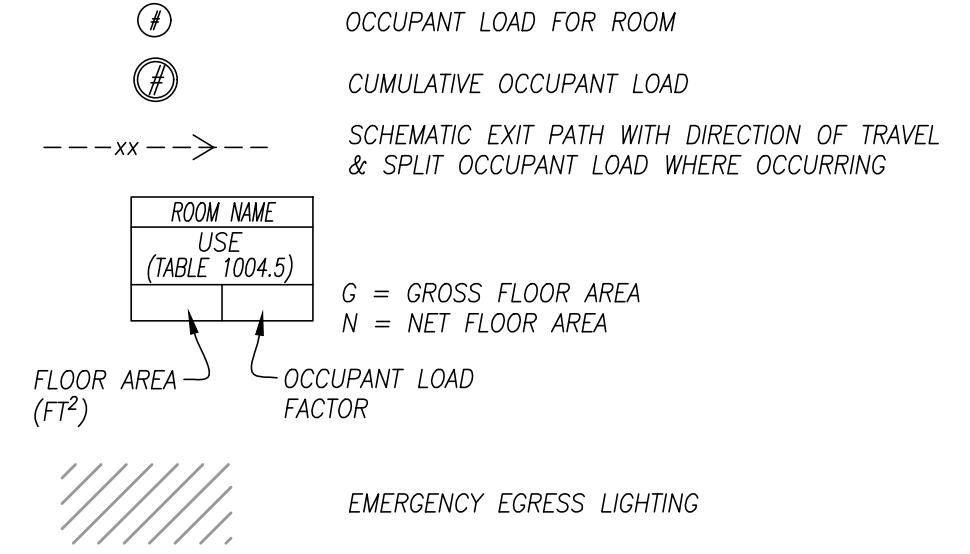
TOTAL NUMBER OF OCCUPANTS = 25 [MAIN BUILDING] <29  
5 [DRIVE-THRU BAY] <29  
NUMBER OF EXITS REQUIRED = 2 [COMMON PATH]  
NUMBER OF EXITS PROVIDED = 3

ALLOWABLE EXIT ACCESS TRAVEL DISTANCE = 200 FT  
MAXIMUM EXIT ACCESS TRAVEL DISTANCE = 130 FT

ALLOWABLE COMMON PATH OF EGRESS TRAVEL DISTANCE = 100 FT [S]  
75 FT [B]  
MAXIMUM COMMON PATH OF EGRESS TRAVEL DISTANCE = 109 FT (MEZZ.), 72 FT

MAXIMUM BUILDING AREA SERVED DIAGONAL DIMENSION = 67'-4"  
MINIMUM REQUIRED DISTANCE BETWEEN EXITS = 33'-8"  
PROVIDED DISTANCE BETWEEN EXITS = 38'-2"

**EGRESS LEGEND**



**EGRESS PLAN**  
SCALE: 1/8"=1'-0"  
90% REVIEW SET

CITY OF COBURG - OPERATIONS  
OPS FLEET MAINTENANCE BUILDING #1

91611 N. COBURG RD.  
COBURG, OR

revisions:

date: **DEC 29, 2022**  
drawn by: JJA  
designer: JJA  
project no: 20-004J  
**COVER SHEET & EGRESS PLAN**

sheet: **G001**





project title:

**CITY OF COBURG - OPERATIONS  
 OPS FLEET MAINTENANCE BUILDING #1**  
 91611 N. COBURG RD.  
 COBURG, OR

revisions:

date: **DEC 29, 2022**  
 drawn by: JJA  
 designer: JJA  
 project no: 20-004J

**FLOOR PLAN**

sheet: **A101**

**90% REVIEW SET**

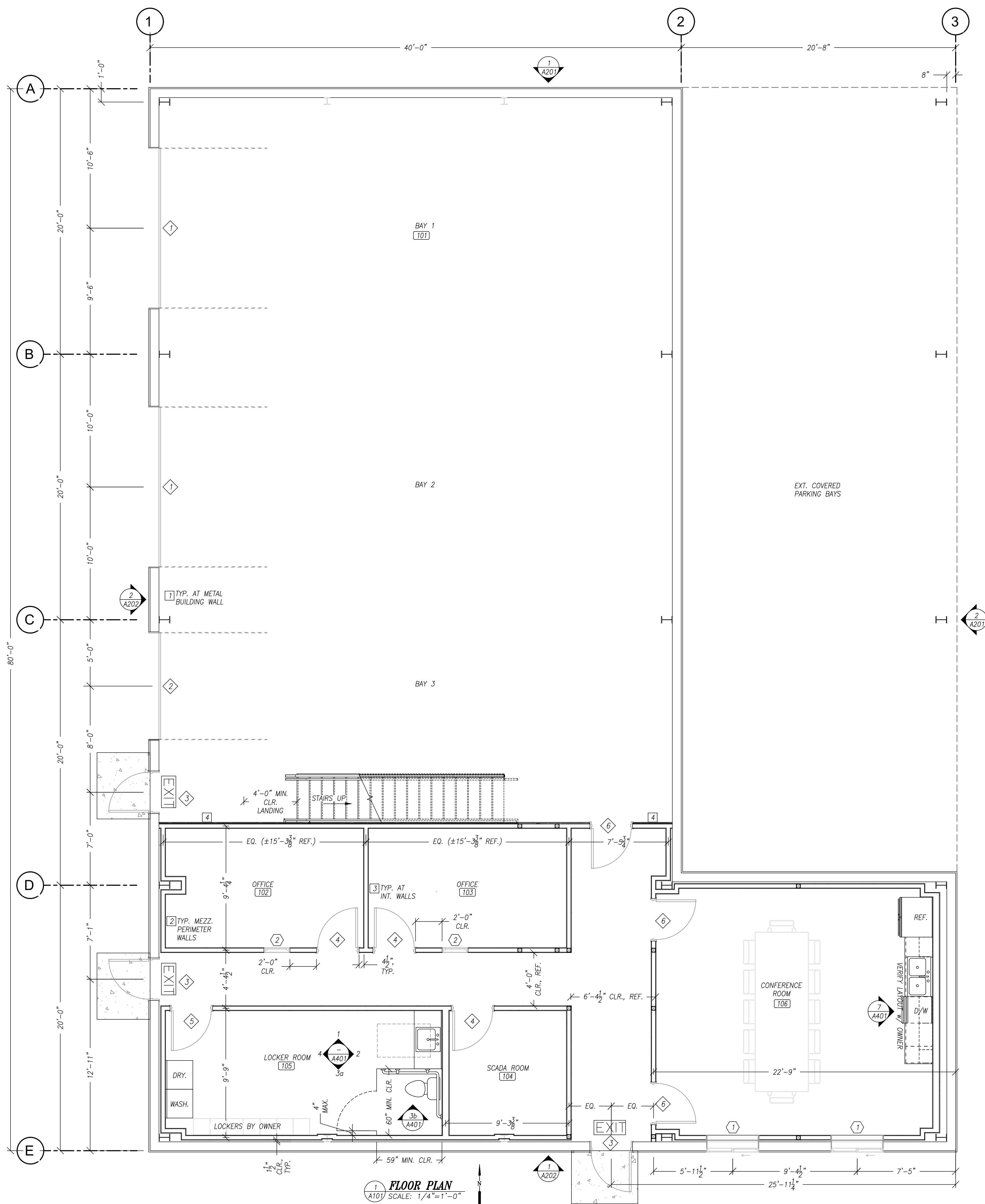
**LEGEND**

	WOOD COLUMN PER SCHEDULE
	STEEL COLUMN PER SCHEDULE
	BUILDING MANUFACTURER COLUMN
	WALLS
	CANOPY OR MEZZANINE ABOVE
	DOOR
	TOILET
	SINK
	WALL TYPE PER SCHEDULE
	DOOR TYPE PER SCHEDULE, SEE SHEET A601
	DOOR TYPE PER SCHEDULE, SEE SHEET A601

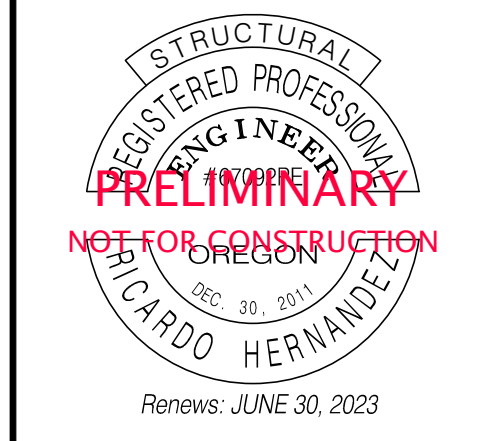
**WALL TYPE SCHEDULE**

MARK	DETAIL	DESCRIPTION
1	1/A501	METAL BUILDING EXT. WALL
2	4/A501	MEZZANINE PERIMETER WALL
3	5/A501	INTERIOR PARTITION WALL
4	7/A501	MEZZANINE PERIMETER WALL w/ PROTECTION BOARD ON SHOP SIDE

- SHEET NOTES**
- CONSTRUCT MEZZANINE CEILING ASSEMBLY PER DETAIL 6, SHEET A501.
  - CONSTRUCT METAL BUILDING ROOF ASSEMBLY PER DETAIL 2, SHEET A501.
  - EXTERIOR DOOR THRESHOLDS PER DETAIL 3, SHEET A501.



Z:\2020\20-004J OPS BUILDINGS\STRUCT\20-004J STRUCT PLANS (A-BUILD) D02 RVT.dwg 12/29/2022 10:57 AM JOSH.A



project title:

**CITY OF COBURG - OPERATIONS  
 OPS FLEET MAINTENANCE BUILDING #1**  
 91611 N. COBURG RD.  
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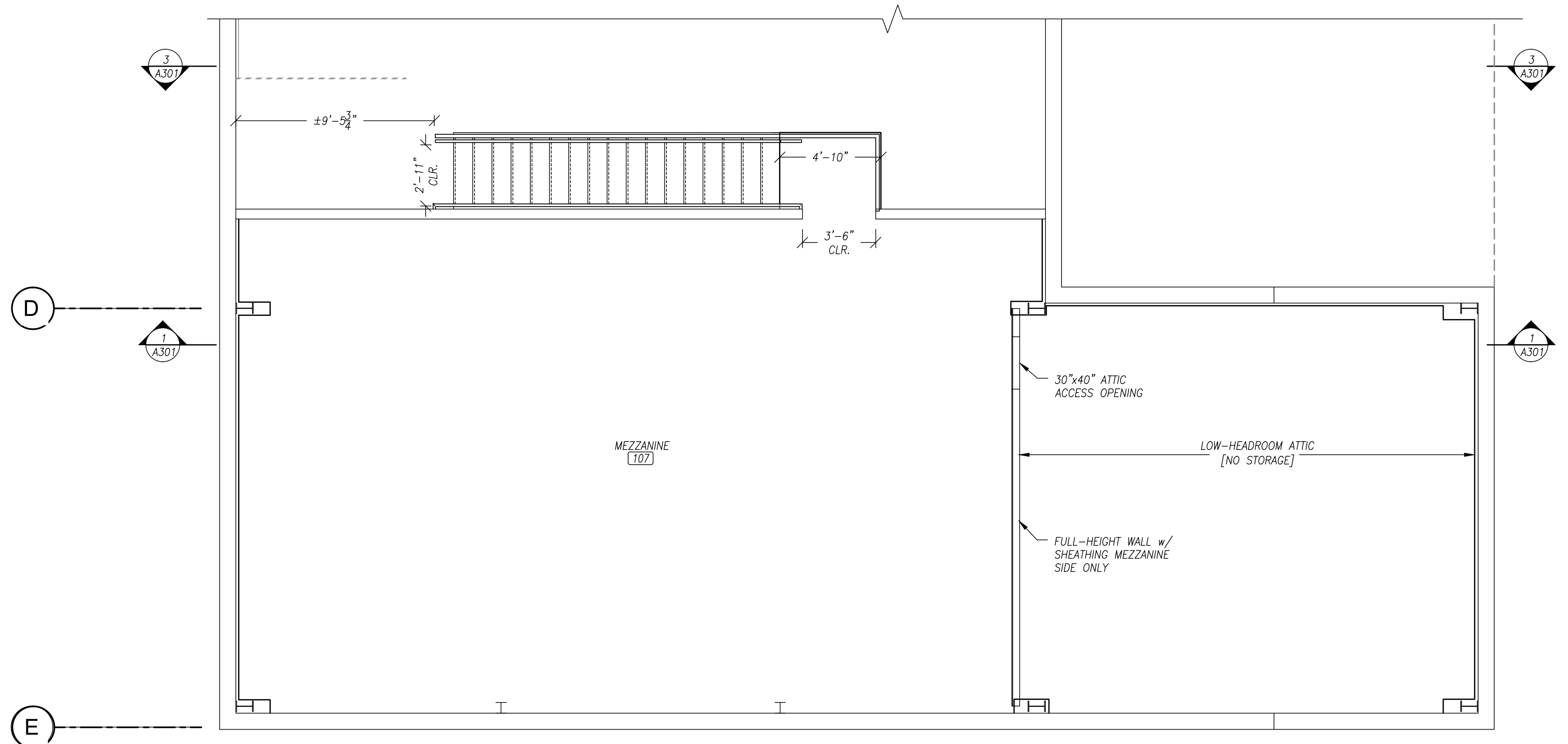
date: **DEC 29, 2022**  
 drawn by: JJA  
 designer: JJA  
 project no: 20-004J

**MEZZANINE FLOOR PLAN**

sheet: **A102**

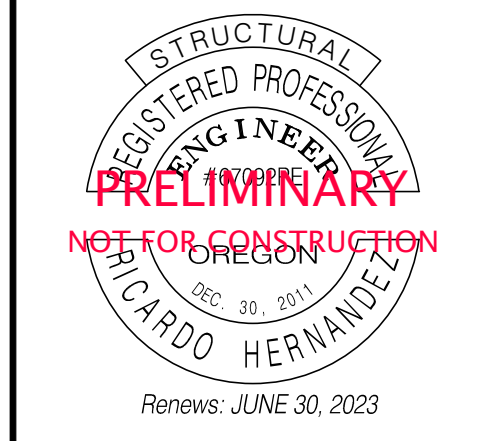
**LEGEND**

□	WOOD COLUMN PER SCHEDULE
■	STEEL COLUMN PER SCHEDULE
□	BUILDING MANUFACTURER COLUMN
— —	WALLS BELOW
- - - -	FLOOR JOIST
- · - · -	BEAM
- - - -	CANOPY ABOVE



**MEZZANINE FLOOR PLAN**  
 SCALE: 1/4"=1'-0"

**90% REVIEW SET**



project title:

**CITY OF COBURG - OPERATIONS  
 OPS FLEET MAINTENANCE BUILDING #1**  
 91611 N. COBURG RD.  
 COBURG, OR



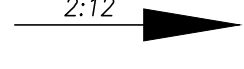
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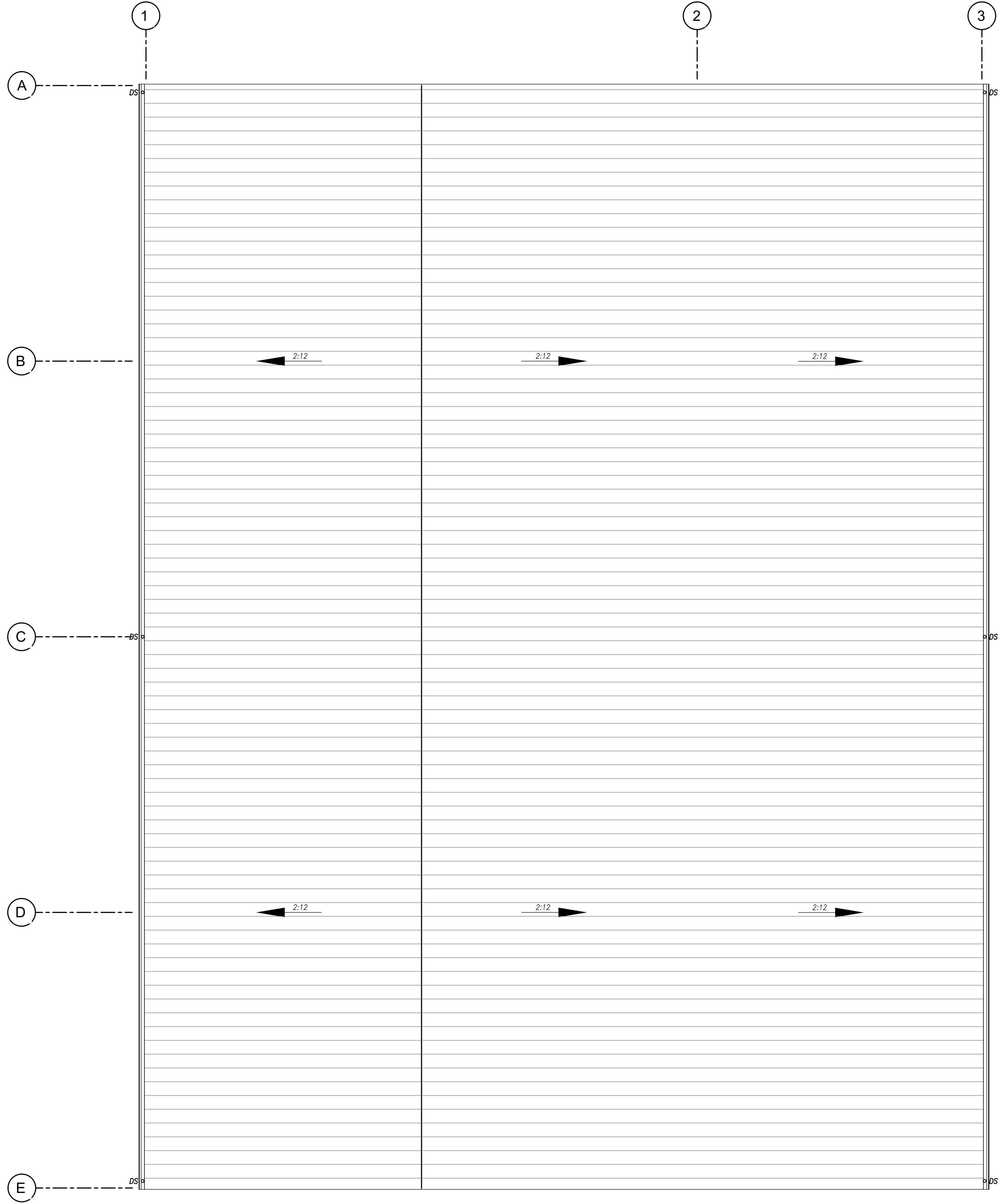
date: **DEC 29, 2022**  
 drawn by: JJA  
 designer: JJA  
 project no: 20-004J

ROOF PLAN

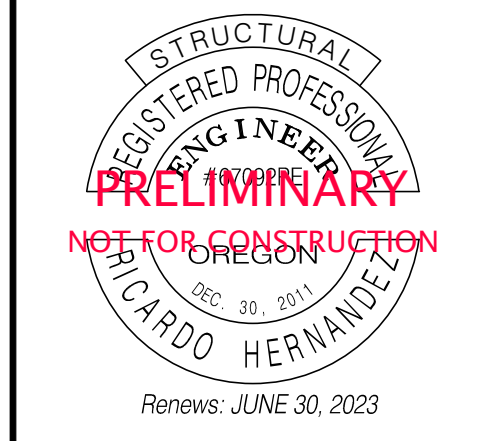
sheet: **A104**

**LEGEND**

-  ROOF EDGE & METAL ROOFING
-  GUTTER & DOWNSPOUT
-  2:12 ROOF SLOPE (DOWN)

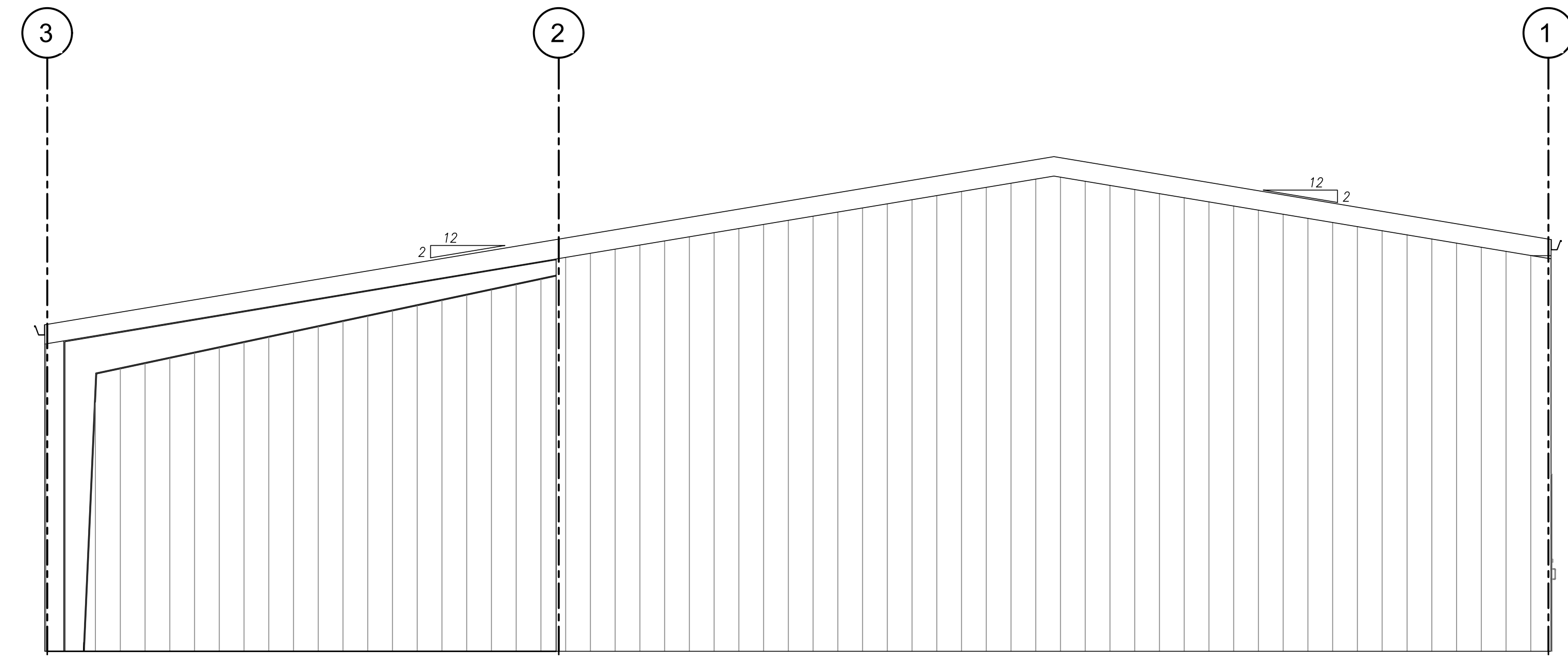


**90% REVIEW SET**

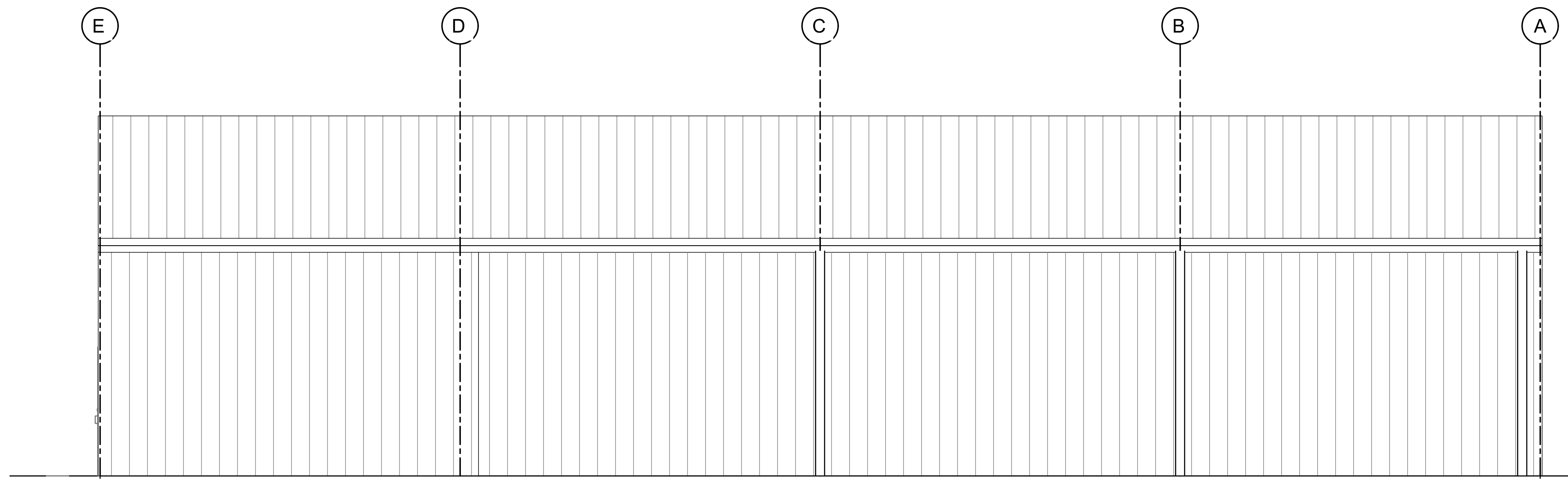


Renews: JUNE 30, 2023

project title:



1 NORTH ELEVATION  
 A201 SCALE: 1/4"=1'-0"



2 EAST ELEVATION  
 A201 SCALE: 1/4"=1'-0"

**CITY OF COBURG - OPERATIONS  
 OPS FLEET MAINTENANCE BUILDING #1**  
 91611 N. COBURG RD.  
 COBURG, OR

revisions:

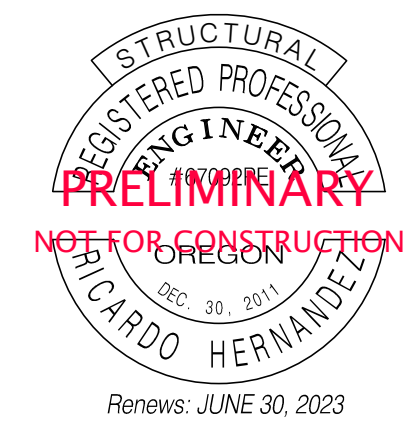
date: DEC 29, 2022  
 drawn by: JJA  
 designer: JJA  
 project no: 20-004J

ELEVATIONS

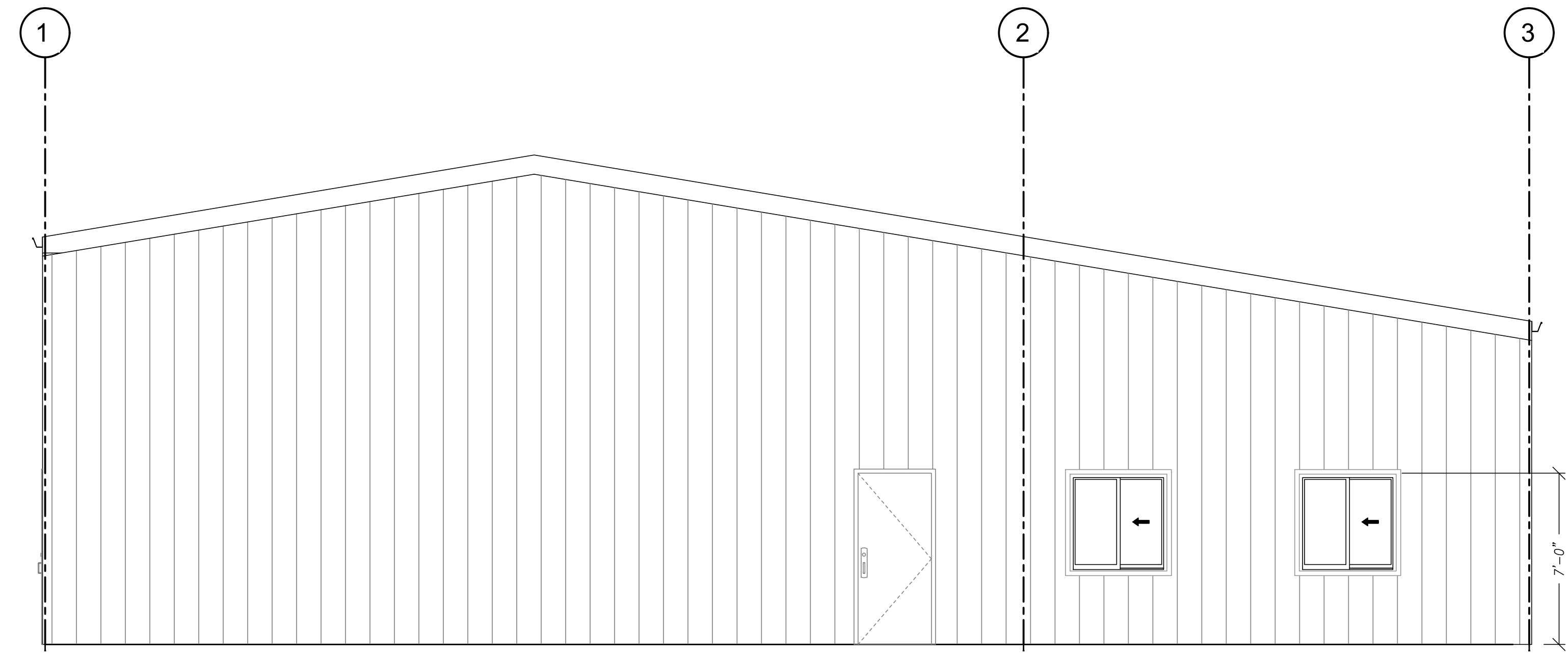
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90% REVIEW SET

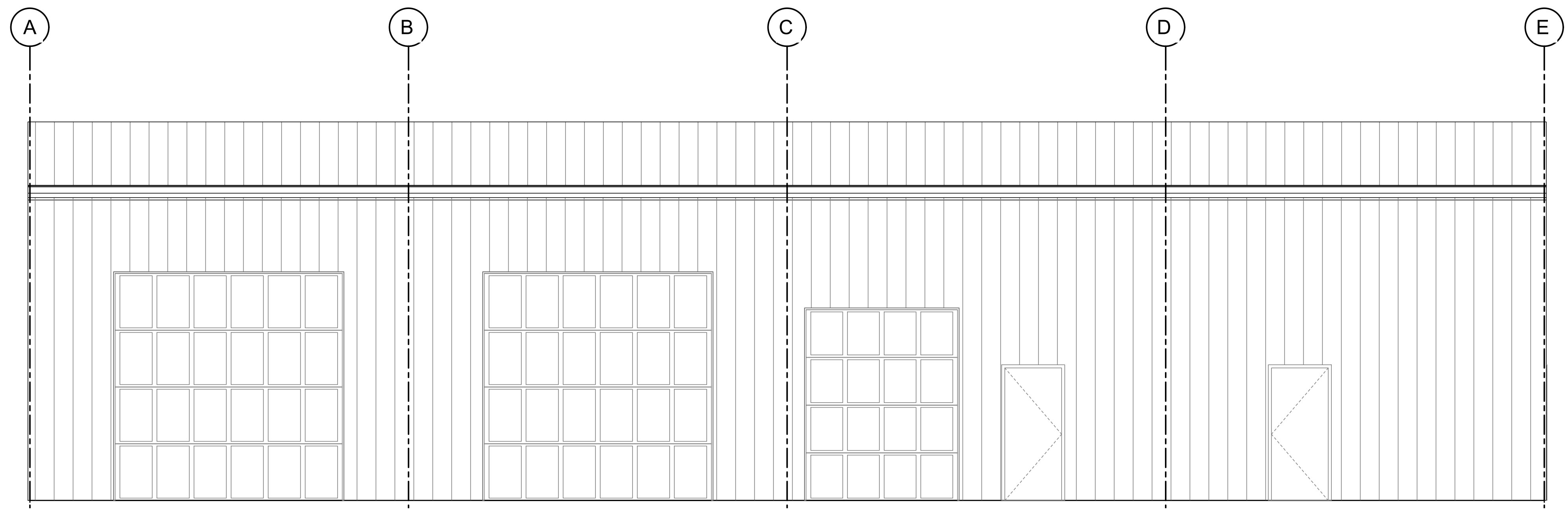




project title:



1 SOUTH ELEVATION  
 A202 SCALE: 1/4"=1'-0"



2 WEST ELEVATION  
 A202 SCALE: 1/4"=1'-0"

**CITY OF COBURG - OPERATIONS  
 OPS FLEET MAINTENANCE BUILDING #1**  
 91611 N. COBURG RD.  
 COBURG, OR

revisions:

date: DEC 29, 2022  
 drawn by: JJA  
 designer: JJA  
 project no: 20-004J

ELEVATIONS

sheet:  
**A202**

90% REVIEW SET

**SECTION NOTES**

1. METAL BUILDING FRAMING SHOWN HERE IS SCHEMATIC & FOR ILLUSTRATION PURPOSES ONLY. ALL FRAMING SHALL BE DESIGNED BY METAL BUILDING MANUFACTURER.

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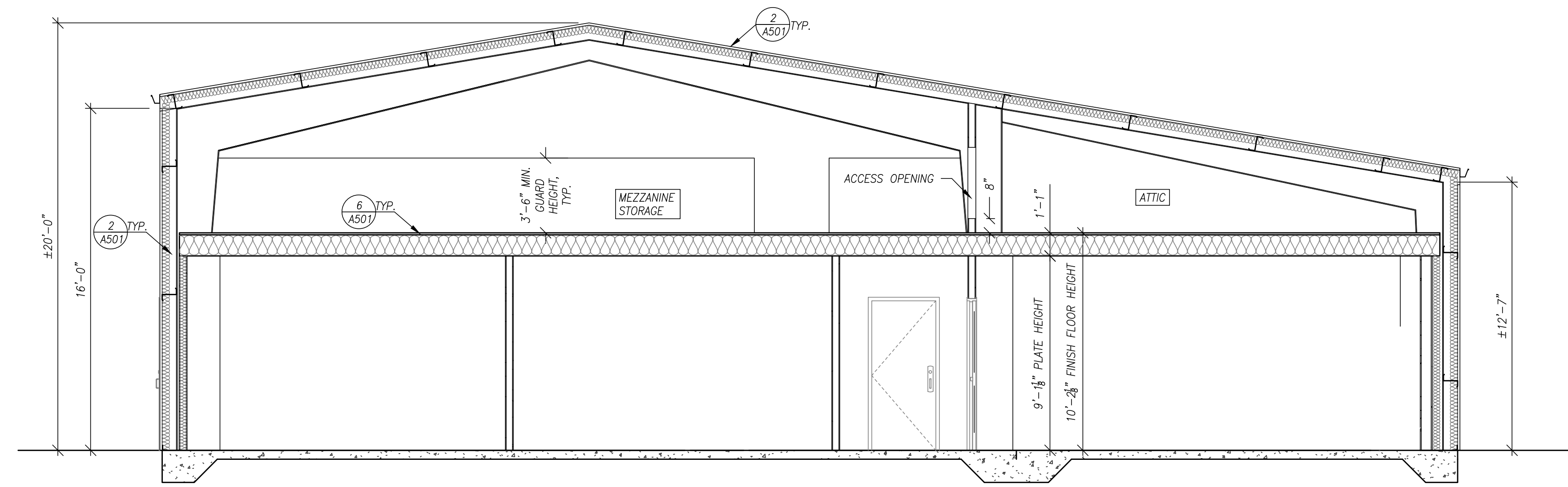
**CITY OF COBURG - OPERATIONS  
 OPS FLEET MAINTENANCE BUILDING #1**  
 91611 N. COBURG RD.  
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revisions:

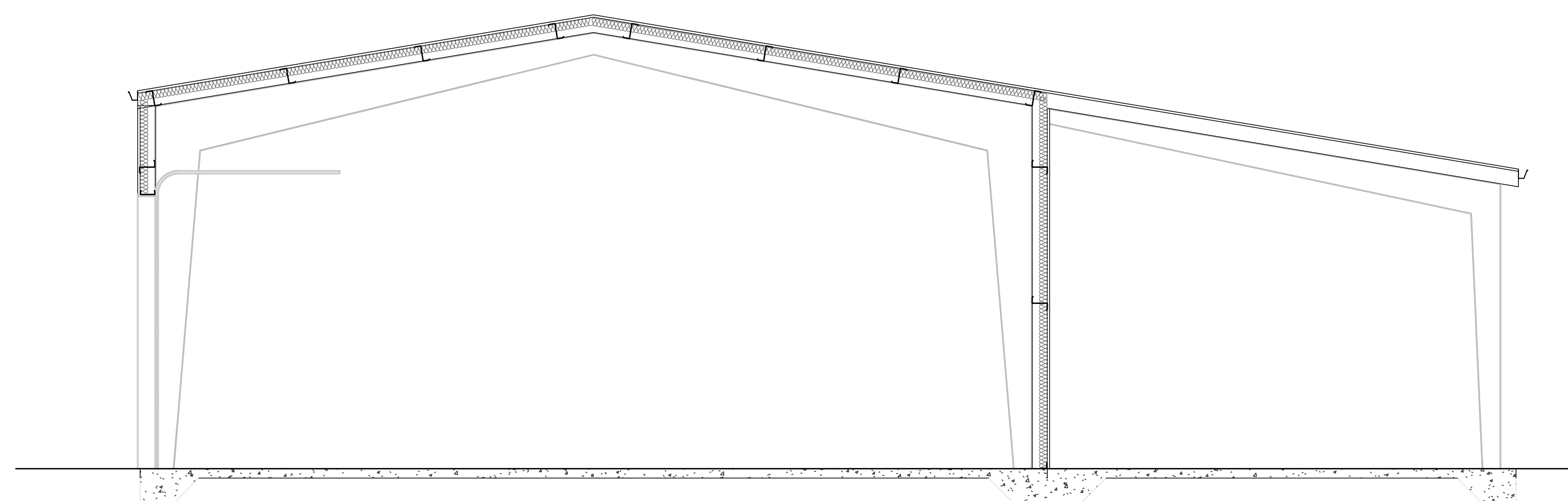
date: **DEC 29, 2022**  
 drawn by: JJA  
 designer: JJA  
 project no: 20-004J

**SECTIONS**

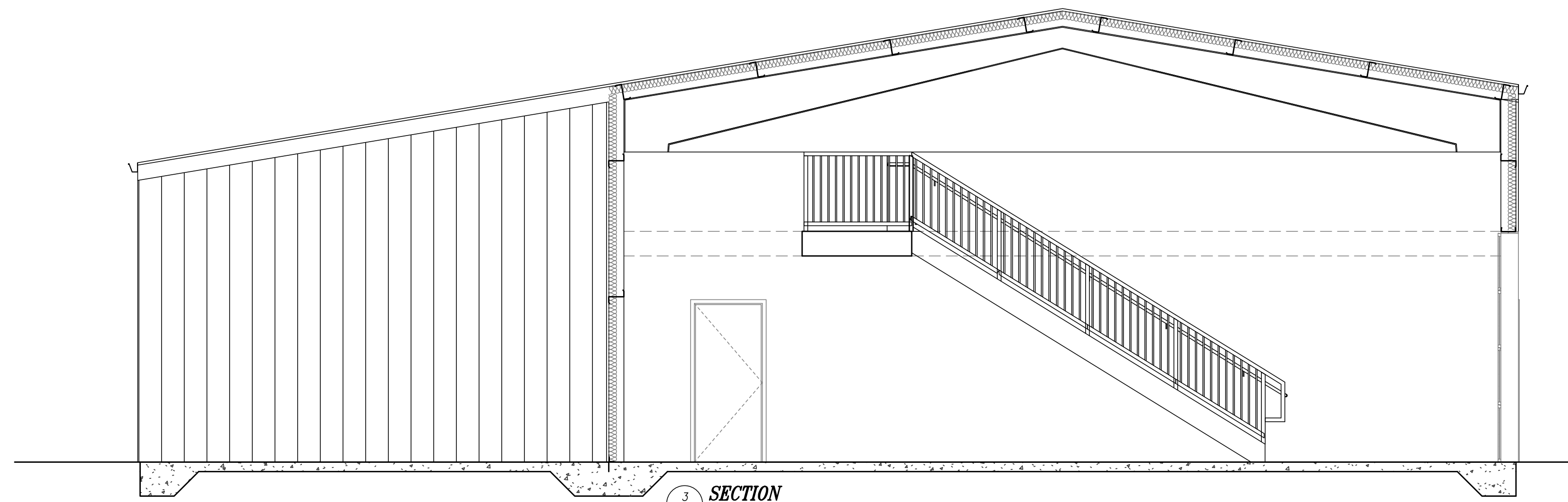
sheet: **A301**



**1 SECTION**  
 A301 SCALE: 1/4"=1'-0"



**2 SECTION**  
 A301 SCALE: 1/4"=1'-0"



**3 SECTION**  
 A301 SCALE: 1/4"=1'-0"

**90% REVIEW SET**

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project title:

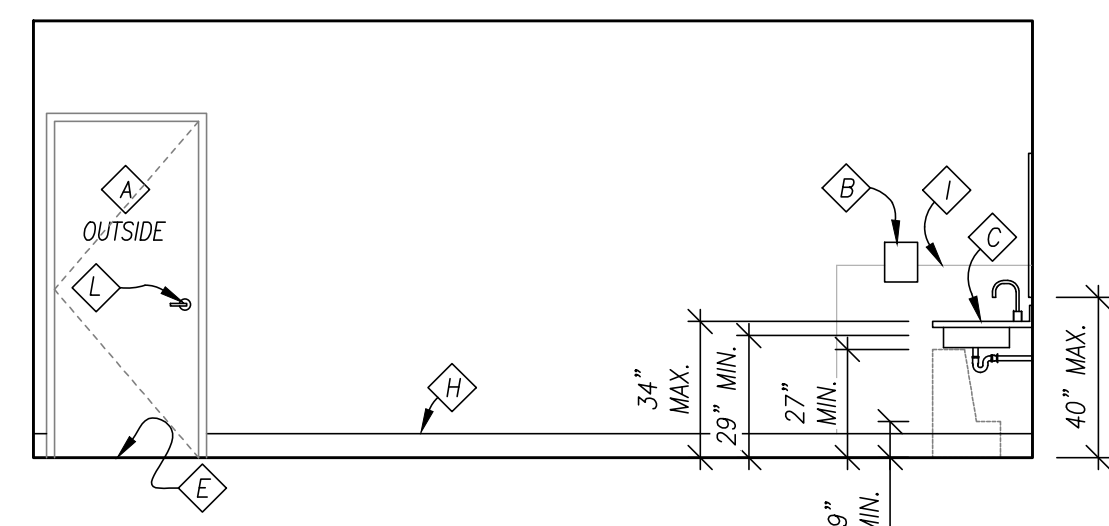
**CITY OF COBURG - OPERATIONS  
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 91611 N. COBURG RD.  
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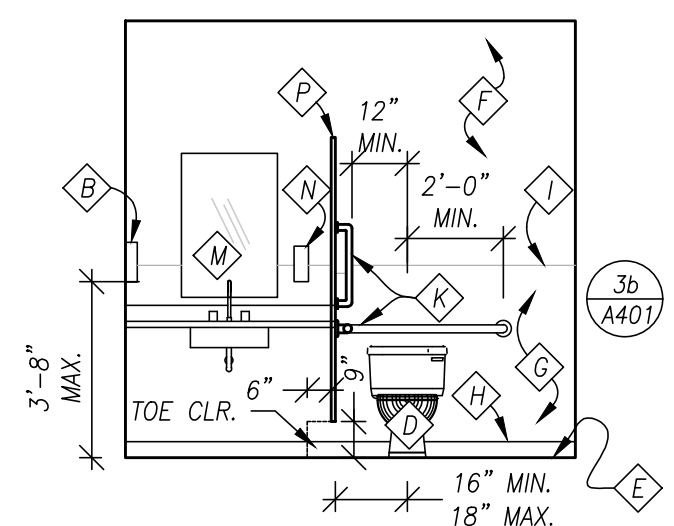
date: **DEC 29, 2022**  
 drawn by: JJA  
 designer: JJA  
 project no: 20-004J

**RESTROOM ELEVATIONS**

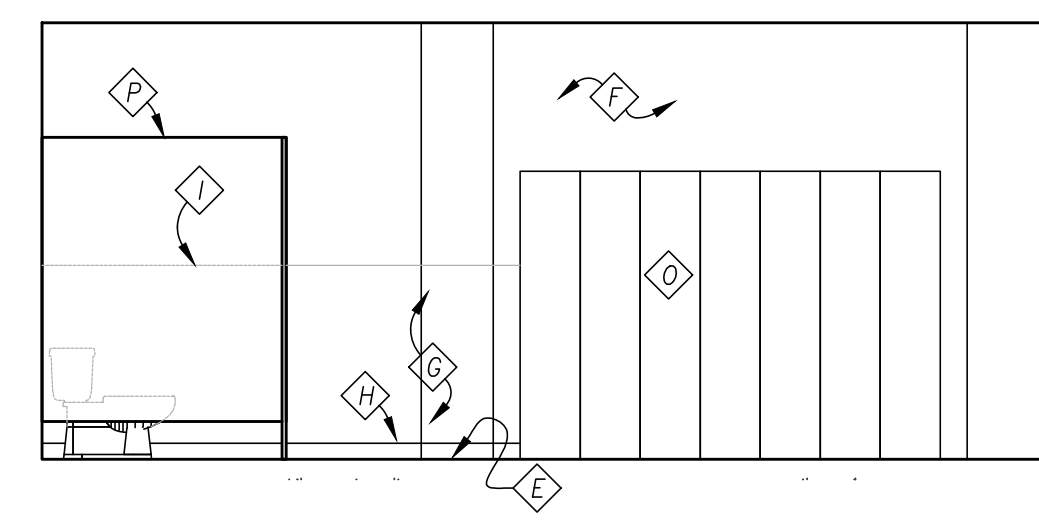
sheet: **A401**



**1 NORTH WALL**  
SCALE: N.T.S.

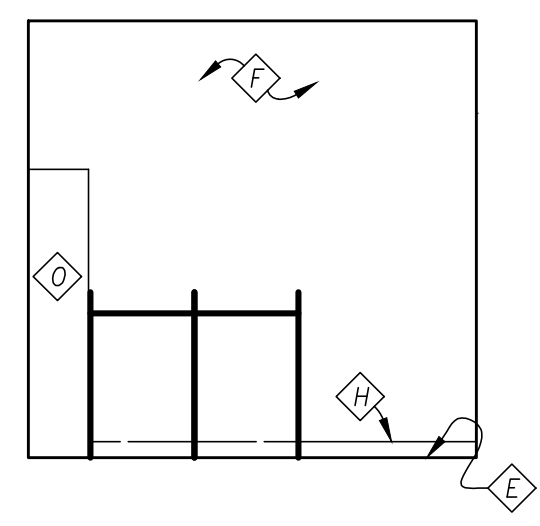
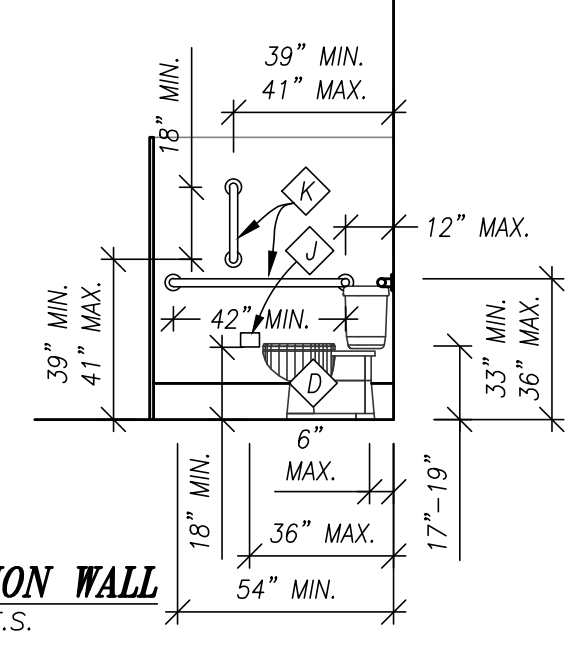


**2 EAST WALL**  
SCALE: N.T.S.

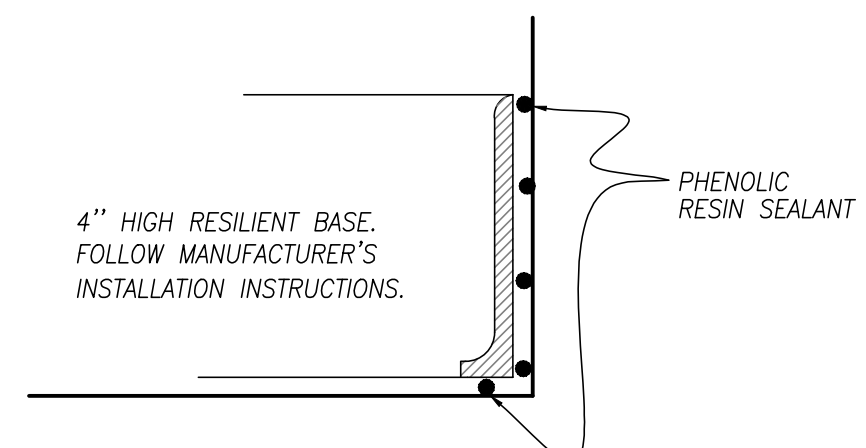


**3a SOUTH WALL**  
SCALE: N.T.S.

**3b PARTITION WALL**  
SCALE: N.T.S.

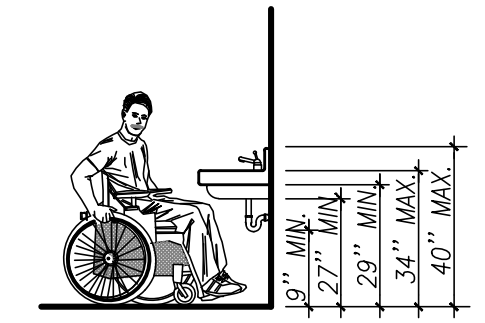


**4 WEST WALL**  
SCALE: N.T.S.



FLOOR TO WALL FINISH AT WATER CLOSET AREAS

**5 SANITARY BASE**  
SCALE: N.T.S.

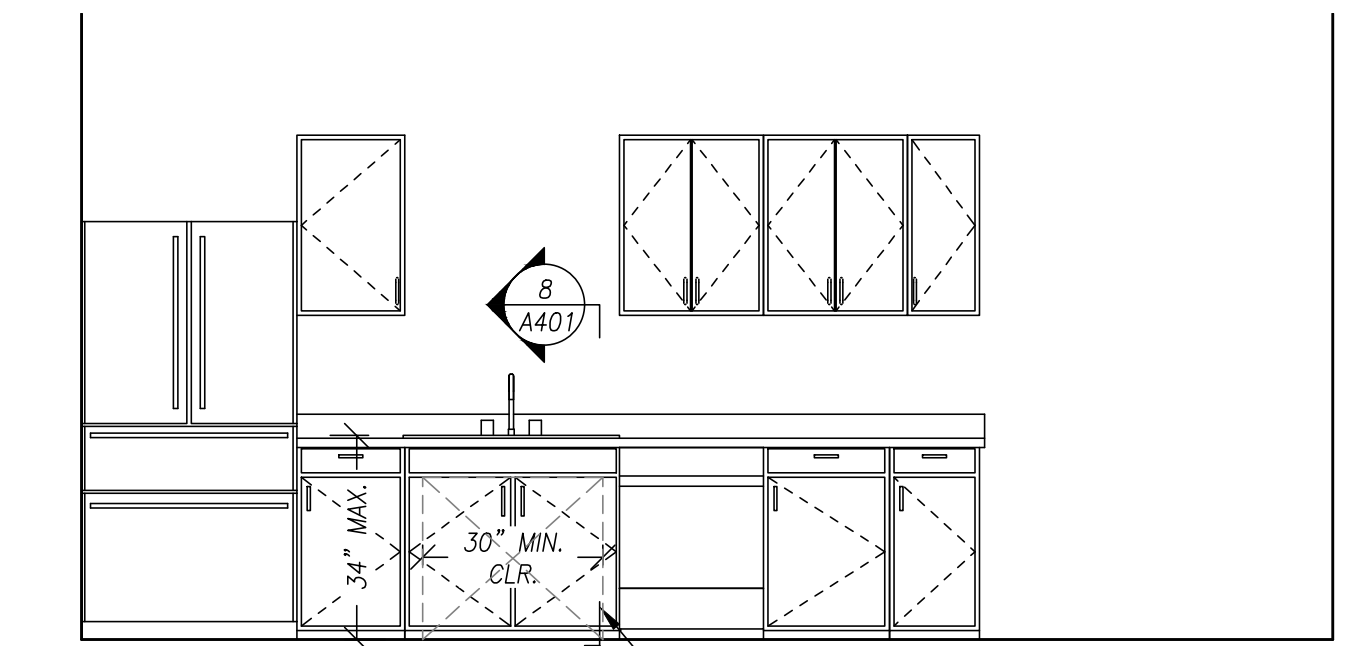


LAVATORY & SINK CLEARANCES

**6 KNEE & TOE CLEARANCES**  
SCALE: N.T.S.

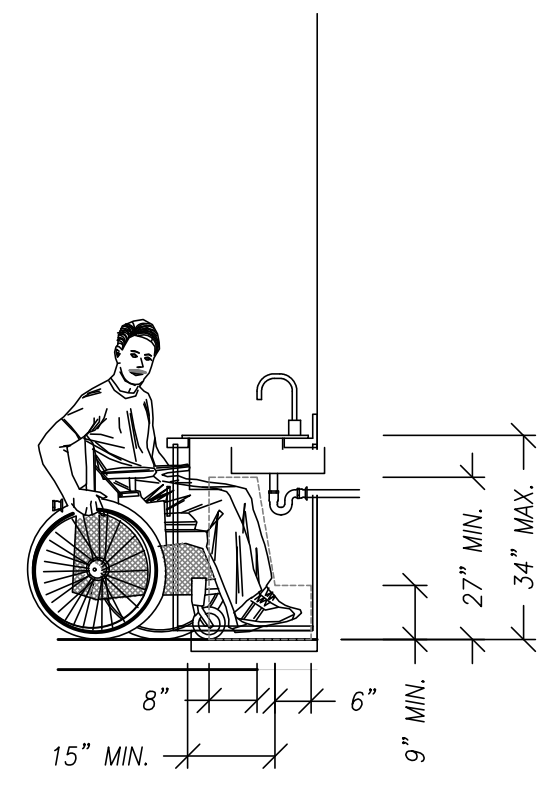
**NOTES\***

- A** UNISEX SIGN
  - B** PAPER TOWEL DISPENSER
  - C** WALL-HUNG PORCELAIN LAVATORY SINK R-3 INSULATION ON EXPOSED PIPING
  - D** AMERICAN-STANDARD "KADET" ADA COMPLIANT WATER CLOSET. FLUSH CONTROLS SHALL BE ON THE OPEN SIDE OF THE OF THE WATER CLOSET.
  - E** SMOOTH, HARD, NON-ABSORBENT FLOOR FINISH
  - F** GYPSUM WALLBOARD LEVEL 5 FINISH SMOOTH TEXTURE WITH (2)-COAT PAINT SYSTEM
  - G** SMOOTH, HARD, NON-ABSORBENT WAINSCOT SURFACE. 48" HIGH & WITHIN 24" OF LAVATORY OR WATER CLOSET.
  - H** 4" RESILIENT BASE, COMPLY WITH MANUFACTURER'S SANITARY BASE INSTALLATION INSTRUCTIONS. SEE 5/A401.
  - I** METAL EDGING FOR WAINSCOT
  - J** TOILET PAPER DISPENSER "BRADLEY" MODEL 5084 OR APPROVED ALTERNATE
  - K** GRAB BAR "BRADLEY" 059 OR APPROVED ALTERNATE
  - L** ACCESSIBLE DOOR HANDLE
  - M** 24"x36" MIRROR
  - N** SOAP DISPENSER
  - O** LOCKERS PER OWNER'S DIRECTION.
  - P** METAL PARTITION WALL
  - Q** KNEE & TOE CLEARANCE PER 6/A401.
- \* ALL RESTROOM ACCESSORIES TO BE AS PER OWNER'S SELECTION IF NOT OTHERWISE INDICATED. ELEVATIONS SHOWN BELOW ARE GENERIC AND DEPICT ADA REQUIREMENTS ONLY.



LAYOUT SHOWN HERE IS FOR REFERENCE TO ADA STANDARDS ONLY. KITCHENETTE LAYOUT SHALL BE AT THE DIRECTION OF THE OWNER. PROVIDE KNEE & TOE CLEARANCE PER SECTION DRAWING. REMOVABLE CABINET DOORS (SHOWN & OPTIONAL)

**7 KITCHEN ELEVATION**  
SCALE: N.T.S.



**8 SECTION**  
SCALE: N.T.S.

**90% REVIEW SET**



ROOM FINISH SCHEDULE										
ROOM #	NAME	FLOOR	BASE	NORTH	EAST	SOUTH	WEST	CEILING	HEIGHT	NOTES
101	WAREHOUSE	CONC.	METAL	FACTORY FINISH	FACTORY FINISH	FACTORY FINISH	FACTORY FINISH	FACTORY FINISH	VARIES	
102	OFFICE	CONC.	RUBBER	PAINT	PAINT	PAINT	PAINT	PAINT	9'-1"	1
103	OFFICE	CONC.	RUBBER	PAINT	PAINT	PAINT	PAINT	PAINT	9'-1"	1
104	SCADA	CONC.	RUBBER	PAINT	PAINT	PAINT	PAINT	PAINT	9'-1"	1
105	RESTROOM	VINYL*	RUBBER	PAINT/VINYL*	PAINT/VINYL*	PAINT/VINYL*	PAINT/VINYL*	PAINT	9'-1"	1
106	CONFERENCE	CONC.	RUBBER	PAINT	PAINT	PAINT	PAINT	PAINT	9'-1"	1
107	MEZZANINE	WOOD	METAL	FACTORY FINISH	FACTORY FINISH	FACTORY FINISH	FACTORY FINISH	FACTORY FINISH	VARIES	

\*FLOOR OR WALL FINISH SPECIFIED HERE MAY BE SUBSTITUTED WITH OTHER SIMILAR SMOOTH, HARD, NON-ABSORBENT SURFACES SUCH AS TILE. VERIFY ACTUAL FINISHES WITH OWNER.

**NOTES:**

- RUBBER BASE ONLY AT GYPSUM BOARD WALLS

**LEGEND:**

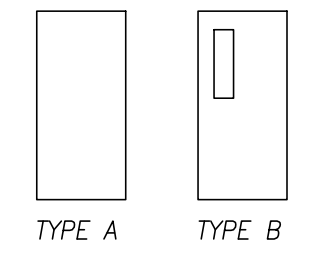
CONC: EXPOSED CONCRETE FLOORS, SMOOTH FINISH W/ PAINT  
 PAINT: PAINT ON FINISHED & TEXTURED GYPSUM BOARD  
 WOOD: PLYWOOD  
 VINYL: SHEET VINYL WAINSCOT

**KEY**

HM HOLLOW METAL  
 CONC SEALED CONCRETE WITH (1) COAT "SONNEBORN KURE-N-HARDEN" OR EQUAL  
 ACT ACOUSTIC CEILING TILE  
 SV FIBERGLASS REINFORCED WALL PANEL  
 RB 4" THERMOSET-RUBBER COVE BASE OR STRAIGHT BASE  
 GYP PAINTED GYP BOARD; LIGHT SPRAY TEXTURE  
 PNT PAINT, (1) COAT OF PRIMER, (2) COATS OF EGGSHELL LATEX PAINT  
 CPT CARPET

HARDWARE GROUPS							
	DESCRIPTION	PART #	QTY.	FINISH	SERIES	VENDOR OR ALTERNATE	
EXTERIOR	GROUP 1: HINGES	T4A2714 4 1/2 x 4 1/2 NRP	3	US26D		McKINNEY	
	MORTISE LOCKSET STOREROOM FUNCTION w/ WANDLIGARD	LV9453 OR LV9480 (VERIFY)	1	626	03	SCHLAGE	
	CYLINDER	P - MATCH EXISTING	1	626		SCHLAGE	
	CYLINDER CORE	-	1	626		SCHLAGE	
	CLOSER w/ HOLD OPEN DEVICE	4110/4111 HANDED SERIES	1	689		LCN	
	SEALS	-	1 SET	-		PEMKO	
	RAINDRIP	346 A 40"	1	-		PEMKO	
	THRESHOLD	171	1	AL		PEMKO	
RESTROOM	GROUP 2: HINGES	TA2714 4 1/2 x 4 1/2 NRP	3	-		McKINNEY	
	PRIVACY FUNCTION LOCKSET w/ "OCCUPIED" INDICATOR	L9496	1	626	03	SCHLAGE	
	CLOSER W/STOP	4211 CUSH SRI X TORX	1	-		LCN	
	KICK PLATE	8400 12" X 2" LDW X TORX	1	630		IVES	
PRIVACY	GROUP 3: HINGES	T4A2714 4 1/2 x 4 1/2 NRP	3	US26D		McKINNEY	
	MORTISE LOCKSET - OFFICE	L9050	1	626	03	SCHLAGE	
	CYLINDER	P - MATCH EXISTING	1	626		SCHLAGE	
	CYLINDER CORE	-	1	626		SCHLAGE	
PASSAGE	GROUP 4: HINGES	TA2714 4 1/2 x 4 1/2 NRP	3	-		McKINNEY	
	MORTISE LOCKSET - PASSAGE	L9010	1	626	03	SCHLAGE	
	CLOSER W/STOP	4211 CUSH SRI X TORX	1	-		LCN	
	KICK PLATE	8400 12" X 2" LDW X TORX	1	630		IVES	
PASSAGE	GROUP 4: HINGES	TA2714 4 1/2 x 4 1/2 NRP	3	-		McKINNEY	
	MORTISE LOCKSET - PASSAGE	L9010	1	626	03	SCHLAGE	
	CLOSER W/STOP	4211 CUSH SRI X TORX	1	-		LCN	
	KICK PLATE	8400 12" X 2" LDW X TORX	1	630		IVES	
PASSAGE	GROUP 4: HINGES	TA2714 4 1/2 x 4 1/2 NRP	3	-		McKINNEY	
	MORTISE LOCKSET - PASSAGE	L9010	1	626	03	SCHLAGE	
	CLOSER W/STOP	4211 CUSH SRI X TORX	1	-		LCN	
	KICK PLATE	8400 12" X 2" LDW X TORX	1	630		IVES	

DOOR SCHEDULE								
DOOR	SIZE	EXPOSURE	FUNCTION	FRAME	DOOR	TYPE	HARDWARE GROUP	REMARKS
1	12x12	EXTERIOR	OH	METAL	METAL	-	-	MAX. U-FACTOR = 0.31 VISION PANEL AT 7" HEAD HEIGHT
2	8x10	EXTERIOR	OH	METAL	METAL	-	-	MAX. U-FACTOR = 0.31 VISION PANEL AT 7" HEAD HEIGHT
3	3x7	EXTERIOR	ENTRY	METAL	METAL	B	1	MAX. U-FACTOR = 0.37
4	3x7	INTERIOR	OFFICE	METAL	METAL	B	3	
5	3x7	INTERIOR	RESTROOM	METAL	METAL	A	2	
6	3x7	INTERIOR	PASSAGE	METAL	METAL	B	4	



WINDOW SCHEDULE											
WINDOW NUMBER	WIDTH	HEIGHT	BRAND	GLAZING	U FACTOR	SHGC	MIN. VT/SHGC	FINISH	OPERABLE		
1	4'-0"	4'-0"	MILGARD OR CERTAINTED	DOUBLE GLAZED, THERMA-FLECT (LO E)	0.31 MAX.	0.32 MAX.	1.10	VINYL	XO		
2	2'-0"	4'-0"	MILGARD OR CERTAINTED	DOUBLE GLAZED, THERMA-FLECT (LO E)	0.31 MAX.	0.32 MAX.	1.10	VINYL	SH		

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project title:

**CITY OF COBURG - OPERATIONS OPS FLEET MAINTENANCE BUILDING #1**  
 91611 N. COBURG RD.  
 COBURG, OR

revisions:

date: **DEC 29, 2022**  
 drawn by: JJA  
 designer: JJA  
 project no: 20-004J

WINDOW, DOOR & HARDWARE SCHEDULE  
 sheet: **A601**

90% REVIEW SET



Renews: JUNE 30, 2023

project title:

## CITY OF COBURG - OPERATIONS OPS FLEET MAINTENANCE BUILDING #1

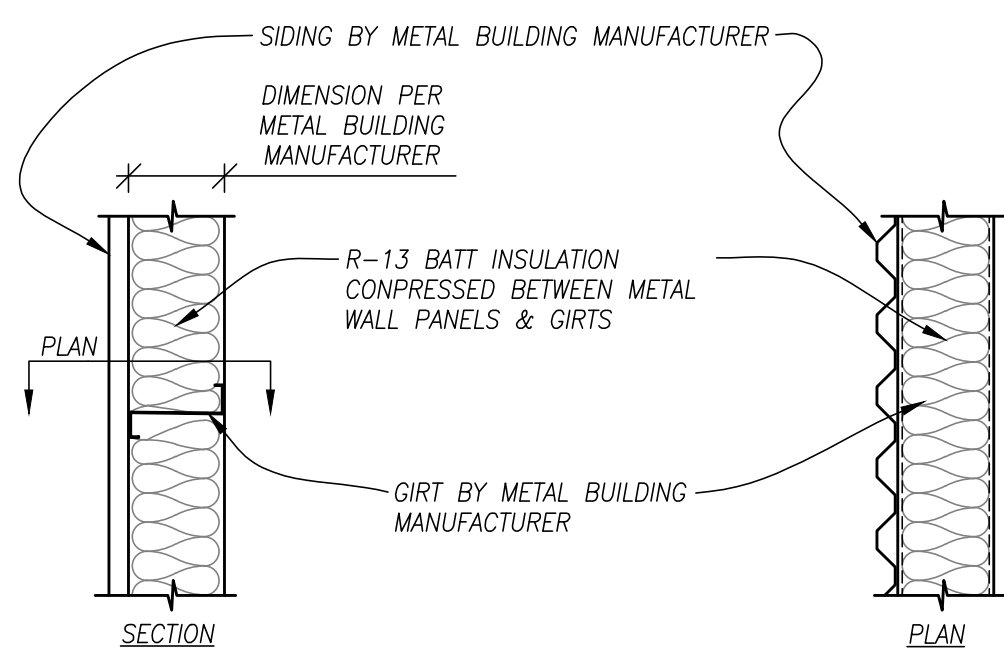
91611 N. COBURG RD.  
COBURG, OR

revisions:

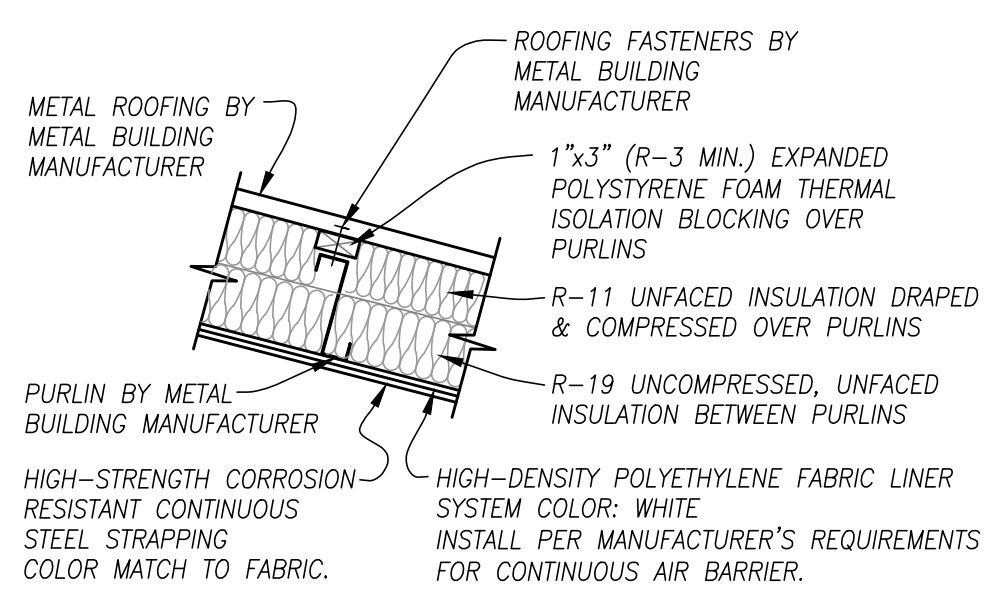
date: **DEC 29, 2022**  
drawn by: **JJA**  
designer: **JJA**  
project no: **20-004J**

ARCHITECTURAL  
DETAILS

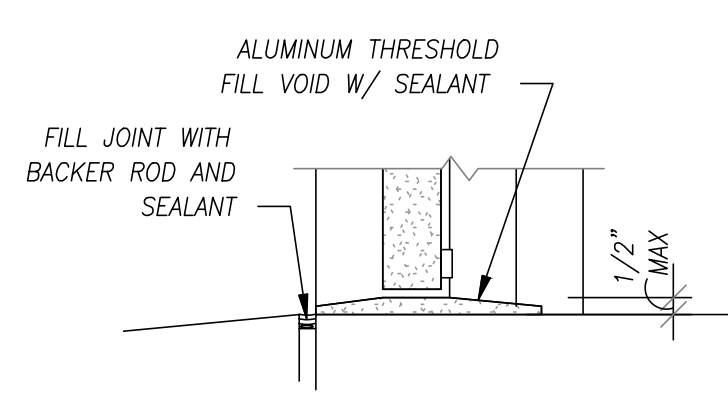
sheet: **A501**



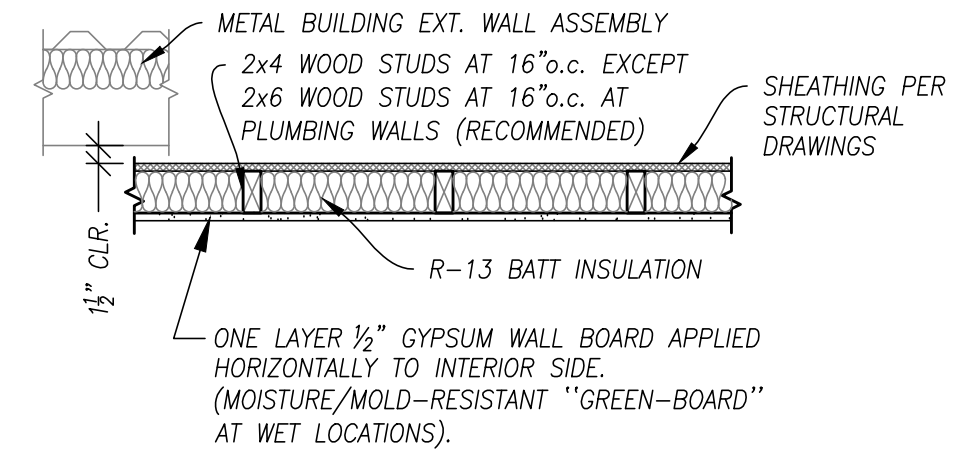
**1 EXTERIOR WALL ASSEMBLY**  
SCALE: N.T.S.



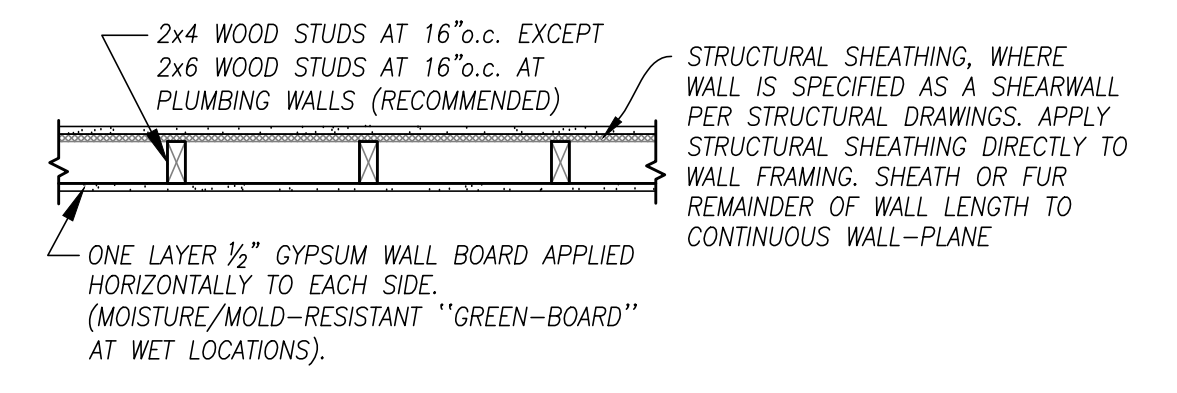
**2 ROOF/CEILING ASSEMBLY**  
SCALE: N.T.S.



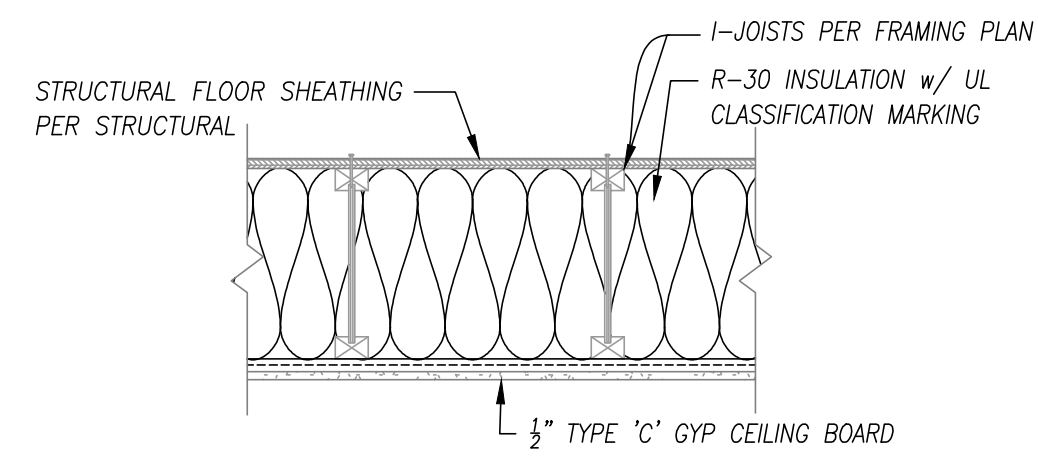
**3 EXTERIOR DOOR SILL**  
SCALE: N.T.S.



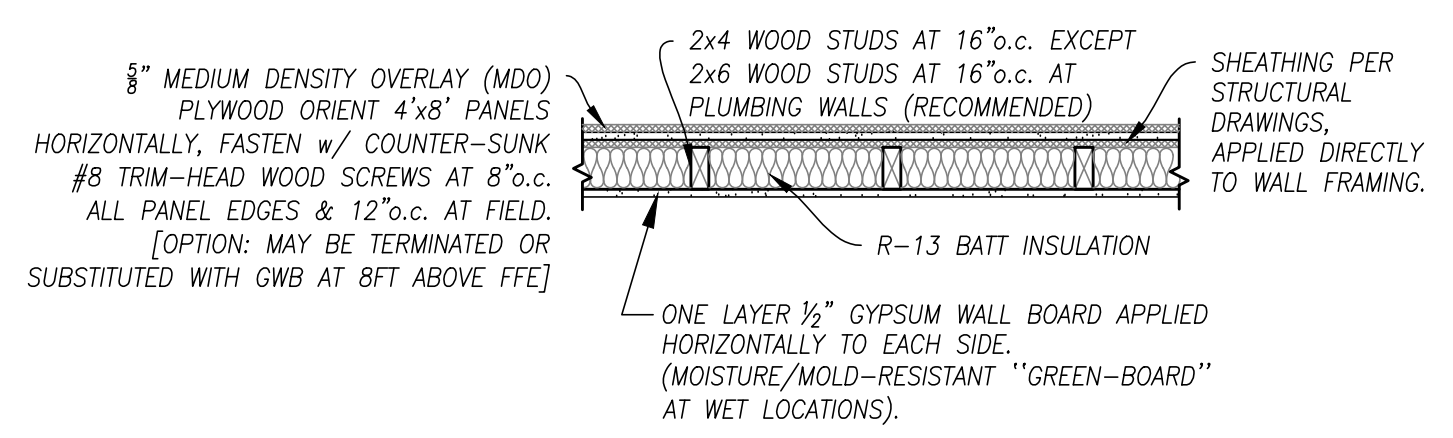
**4 MEZZANINE ENVELOPE WALL ASSEMBLY**  
SCALE: N.T.S.



**5 TYP. INTERIOR WALL ASSEMBLY**  
SCALE: N.T.S.



**6 CEILING ASSEMBLY**  
SCALE: N.T.S.



**7 MEZZANINE ENVELOPE WALL w/ PROTECTION BOARD**  
SCALE: N.T.S.



**DESIGN LOADS – METAL BUILDING**

SEISMIC LOAD DESIGN CRITERIA	
RISK CATEGORY	II
SEISMIC IMPORTANCE FACTOR, $I_e$	1.0
SHORT TERM MAPPED SPECTRAL RESPONSE ACCELERATION, $S_s$	0.702
ONE SECOND MAPPED SPECTRAL RESPONSE ACCELERATION, $S_1$	0.397
SITE CLASS	D
SITE COEFFICIENT, $F_a$	1.239
SITE COEFFICIENT, $F_v$	NULL –SEE SECTION 11.4.8
SHORT TERM SPECTRAL RESPONSE COEFFICIENT, $S_{DS}$	0.580
ONE SECOND SPECTRAL RESPONSE COEFFICIENT, $S_{D1}$	NULL –SEE SECTION 11.4.8
SEISMIC DESIGN CATEGORY	D
WIND LOAD DESIGN CRITERIA	
BASIC WIND SPEED – 3 SEC GUST (mph)	98
RISK CATEGORY	II
WIND EXPOSURE	C
ANALYSIS PROCEDURE USED	PER METAL BUILDING MANF.
LIVE LOAD DESIGN CRITERIA	
FLOOR LIVE LOAD (psf)	HS-20
SNOW LOAD DESIGN CRITERIA	
GROUND SNOW LOAD (psf)	12
ROOF SNOW LOAD (psf)	20
DEAD LOAD DESIGN CRITERIA	
ROOF DEAD LOAD (psf)	PER BUILDING MANF.
ROOF COLLATERAL LOAD (psf)	PER BUILDING MANF.
FOUNDATION DESIGN CRITERIA	
ALLOWABLE BEARING CAPACITY (psf)	1500
ALLOWABLE LATERAL EARTH PRESSURE (psf)	100
FRICTION COEFFICIENT	0.35

**DESIGN LOADS – MEZZANINE**

SEISMIC LOAD DESIGN CRITERIA	
BASIC SEISMIC-FORCE-RESISTING SYSTEM	WOOD-FRAMED SHEARWALLS
RESPONSE MODIFICATION FACTOR, R	6.5
SEISMIC RESPONSE COEFFICIENT, $C_S$	0.083
ANALYSIS PROCEDURE USED	EQUIVALENT LATERAL FORCE PROCEDURE
LIVE LOAD DESIGN CRITERIA	
LOWER FLOOR LIVE LOAD (psf, lb)	100, 2000
MEZZANINE FLOOR LIVE LOAD (psf)	125, 25
DEAD LOAD DESIGN CRITERIA	
CEILING DEAD LOAD (psf)	8
EXT WALL DEAD LOAD (psf)	8

**WOOD FRAMING SPECIFICATIONS:**

- ALL DIMENSIONAL LUMBER FRAMING IS #2 DF, U.N.O.
- ALL WOOD FRAMING IN CONTACT WITH CONCRETE TO BE #2 HF P.T., U.N.O.
- ALL LSL FRAMING TO BE 1.55E TIMBERSTRAND, U.N.O.
- ALL LVL 2.0E MICROLAM LVL

**STEEL SPECIFICATIONS:**

- STEEL PLATES – A36
- STEEL HSS – A500 GRADE B
- STEEL CHANNEL & ANGLE SHAPES – A36
- STEEL BOLTS – A325N U.N.O.
- STEEL WELD ELECTRODES – 70xx
- USE HOT DIP GALV. FASTENERS WHERE INSTALLED LOCATION IS EXPOSED TO MOISTURE, PRESSURE TREATED WOOD, OR OTHER CORROSIVE ENVIRONMENTS.
- GALVANIZING TO BE IN ACCORDANCE WITH ASTM A123 OR A153 AS APPLICABLE.
- THREADED ROD SHALL BE F1554 GRADE 36 OR BETTER. INSTALL ANCHORS PER MFG. SPECIFICATIONS

**CONCRETE SPECIFICATIONS:**

- CEMENT: ASTM C150 TYPE 1 OR II.
- WATER: IN CONFORMANCE WITH ASTM C94.
- WATER-REDUCING ADMIXTURE: ASTM C494 TYPE A, OR TYPE F MID-RANGE TYPE.
- STRUCTURAL CONCRETE SHALL BE  $f'_c = 4500$  PSI AT 28 DAYS. SLUMP SHALL BE 4" +/- 1". SLUMPS MAY BE INCREASED TO 8" MAXIMUM w/ APPROVED ADMIXTURE.
- MAXIMUM W/C RATIO SHALL BE 0.45
- AIR CONTENT: 6% ±1.5% (CONCRETE EXPOSED TO FREEZING-AND-THAWING CYCLES)
- CONCRETE MATERIALS AND QUALITY SHALL BE IN ACCORDANCE WITH THE CURRENT ADOPTED VERSION OF ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE".
- TRANSPORTATION OF READY-MIX CONCRETE SHALL BE IN ACCORDANCE WITH ASTM C94 "SPECIFICATION FOR READY-MIX CONCRETE" AND CONCRETE PLACEMENT, CONSOLIDATION, AND CURING SHALL BE IN ACCORDANCE WITH SECTION 5 OF ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE".
- HOT-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 305R "GUIDE TO HOT-WEATHER CONCRETING" AND 305.1 "STANDARD SPECIFICATION FOR HOT-WEATHER CONCRETING". COLD-WEATHER CONCRETING SHALL BE IN ACCORDANCE WITH ACI 306R "GUIDE TO COLD-WEATHER CONCRETING" AND 306.1 "STANDARD SPECIFICATION FOR COLD-WEATHER CONCRETING".
- USE ASTM A615 GRADE 60 REINFORCING BARS
- THREADED ROD ANCHORS SHALL BE F1554 GRADE 36 OR BETTER. INSTALL ANCHORS PER MFG. SPECIFICATIONS



project title:

**CITY OF COBURG - OPERATIONS OPS FLEET MAINTENANCE BUILDING #1**  
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 COBURG, OR

revisions:

date: **DEC 29, 2022**  
 drawn by: JJA  
 designer: JJA  
 project no: 20-004J

**STRUCTURAL NOTES**

sheet: **S001**

**90% REVIEW SET**

project title:

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**FOUNDATION PLAN**

sheet: **S101**

**LEGEND**

- WOOD COLUMN PER SCHEDULE
- BUILDING MANUFACTURER COLUMN
- - - THICKENED SLAB STRIP FOOTING
- - - THICKENED SLAB EDGE FOOTING
- SPREAD FOOTING
- BUILDING MANUFACTURER X-BRACING
- BUILDING MANUFACTURER PORTAL FRAME
- HD HOLDOWN

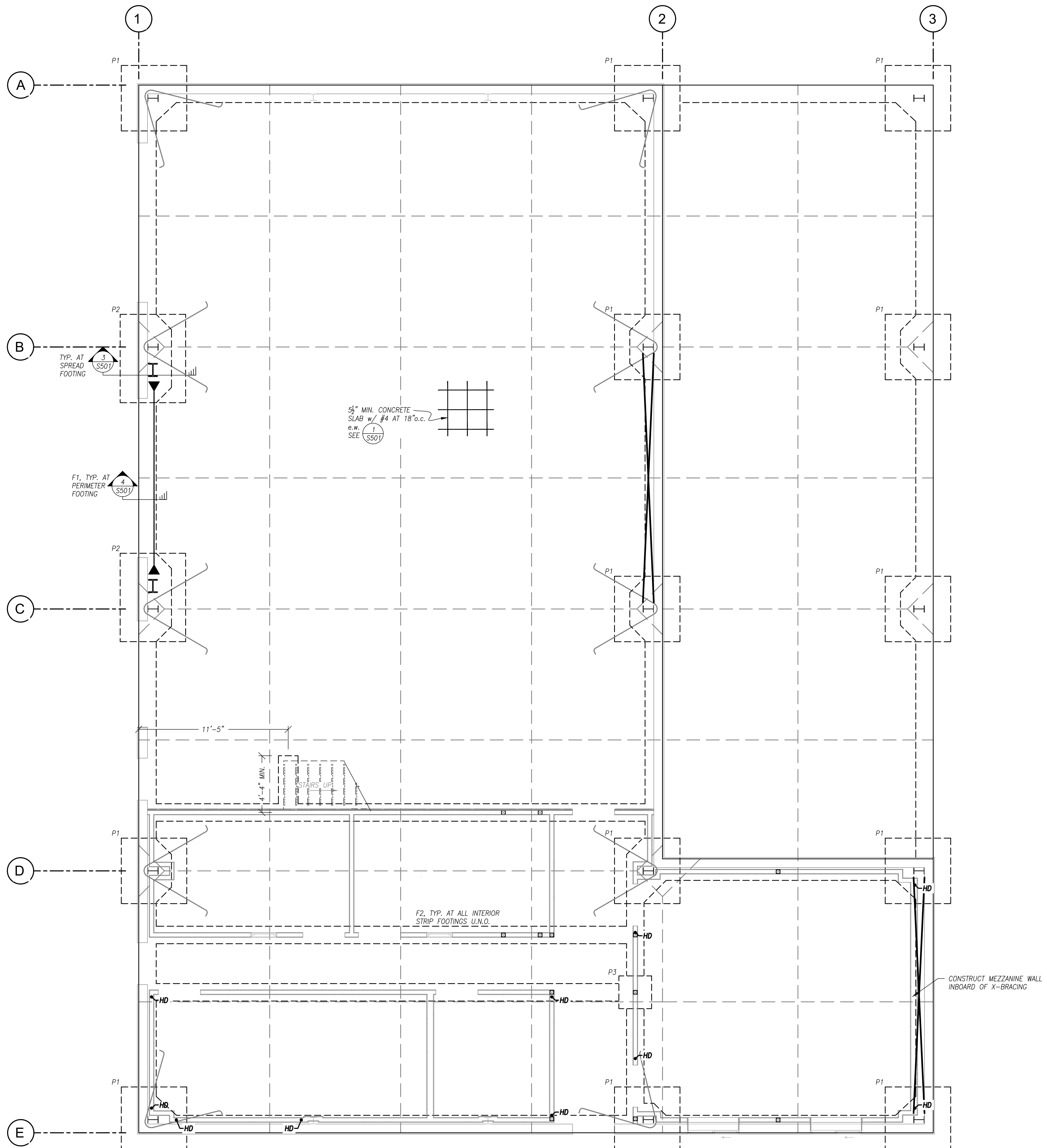
**GENERAL NOTES:**

- FOUNDATION DESIGN SHOWN HEREON IS BASED ON PRELIMINARY REACTIONS ESTIMATED BY BRANCH ENGINEERING, INC. FINAL FOUNDATION DESIGN SHALL BE BASED UPON BUILDING FRAME REACTIONS TO BE FURNISHED BY THE SELECTED METAL BUILDING MANUFACTURER AND MAY VARY FROM THAT SHOWN HEREON. THE FOUNDATION DESIGN SHOWN HEREON SHALL NOT BE CONSTRUCTED UNTIL WRITTEN APPROVAL OR OTHER INSTRUCTION IS GIVEN BY BRANCH ENGINEERING, INC.
- REQUIRED ANCHOR BOLT PROJECTION SHALL BE PER METAL BUILDING MANUFACTURER.
- ANCHOR BOLT PATTERNS, LOCATIONS, SPACING, & ORIENTATION SHALL BE PER THE METAL BUILDING MANUFACTURER DRAWINGS.
- LATERAL BRACING SHALL BE PER THE METAL BUILDING MANUFACTURER. LATERAL BRACING LAYOUT SHALL BE CONSISTENT WITH THAT SHOWN HEREON. CONTACT THE FOUNDATION DESIGN ENGINEER IF LATERAL BRACING LAYOUT DIFFERS FROM THAT SHOWN.
- DO NOT SCALE THE STRUCTURAL DRAWINGS. USE DIMENSIONS GIVEN IN DRAWING BY METAL BUILDING MANUFACTURER. DIMENSIONS SHOWN HEREIN ARE FOR REFERENCE ONLY. CONTACT ENGINEER IF FURTHER INFORMATION IS NEEDED.
- COMPACTED CRUSHED ROCK BASE BENEATH ALL CONCRETE ELEMENTS SHALL BE 6" MINIMUM THICKNESS 3/4"-0" CRUSHED ROCK COMPACTED TO 95% RELATIVE DENSITY, MODIFIED PROCTOR METHOD. REFER TO GEOTECHNICAL ENGINEER'S REPORT FOR FOUNDATION PREPARATION REQUIREMENTS, WHERE APPLICABLE.

**CONCRETE SPECIFICATIONS:**

- CEMENT: ASTM C150 TYPE I OR II.
- WATER: IN CONFORMANCE WITH ASTM C94.
- WATER-REDUCING ADMIXTURE: ASTM C494 TYPE A, OR TYPE F MID-RANGE TYPE.
- STRUCTURAL CONCRETE SHALL BE  $f'c = 4500$  PSI AT 28 DAYS. SLUMP SHALL BE 4" +/- 1". SLUMPS MAY BE INCREASED TO 8" MAXIMUM w/ APPROVED ADMIXTURE.
- MAXIMUM W/C RATIO SHALL BE 0.45
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- CONCRETE MATERIALS AND QUALITY SHALL BE IN ACCORDANCE WITH THE CURRENT ADOPTED VERSION OF ACI 318 "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE".
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- USE ASTM A615 GRADE 60 REINFORCING BARS
- THREADED ROD ANCHORS SHALL BE F1554 GRADE 36 OR BETTER. INSTALL ANCHORS PER MFG. SPECIFICATIONS

FOOTING SCHEDULE			
MARK	SIZE	REINFORCING	NOTE
F1	1'-4"Wx1'-6"T	(2) #5 LONGITUDINAL PER DETAIL	
F2	1'-4"Wx8"T	(2) #5 LONGITUDINAL PER DETAIL	
P1	5'-0"x5'-0"x1'-6"	(5) #5 E.W., TOP & BOTT.	
P2	6'-9"x5'-0"x1'-6"	#5 BARS AT 16"o.c. E.W., TOP & BOTT.	
P3	2'-6"x2'-6"x8"	(3) #5 E.W., 3" CLR. OF BOTTOM	



**FOUNDATION PLAN**  
 SCALE: 1/4"=1'-0"

**90% REVIEW SET**





project title:

**CITY OF COBURG - OPERATIONS OPS FLEET MAINTENANCE BUILDING #1**  
 91611 N. COBURG RD.  
 COBURG, OR

revisions:

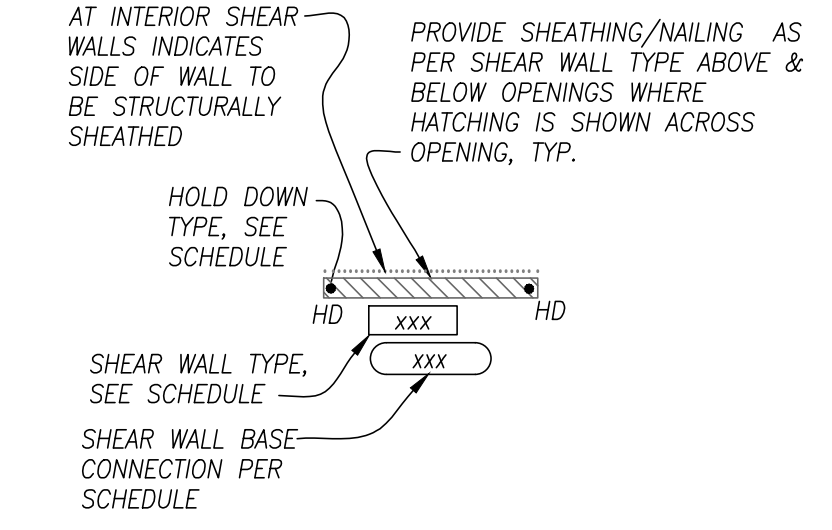
date: **DEC 29, 2022**  
 drawn by: JJA  
 designer: JJA  
 project no: 20-004J

**MEZZANINE FRAMING PLAN**

sheet: **S102**

**LEGEND**

	BUILT-UP STUD COLUMN, U.N.O.
	BUILDING MANUFACTURER COLUMN
	INTERIOR WALLS
	JOISTS
	BEAMS & HEADERS
	EDGE OF MEZZANINE
	CANOPY ABOVE
	SHEARWALL & HOLD DOWNS
	BEARING WALL



**SHEAR WALL LEGEND**

**SHEET NOTES**

- USE 11-7/8" TJI 210 FLOOR JOISTS AT 16"o.c. & 1-3/4" MIN. BEARING LENGTH, U.N.O.
- USE 1/8" MIN. THICKNESS OSB OR CDX T&G FLOOR SHEATHING NAILED w/ 10d AT 6"o.c. AT SUPPORTED PANEL EDGES & 12" o.c. AT FIELD, U.N.O. APPLY WITH LONG DIMENSION PERPENDICULAR TO FRAMING & STAGGER PANEL LAYOUT. IN ADDITION TO NAILING, USE 1/4" BEAD OF ADHESIVE MEETING APA AFG-01 SPECIFICATIONS AT EA JOIST. WHERE ADJOINING PANEL EDGES MEET ON A SINGLE JOIST, USE 1/4" BEAD OF ADHESIVE UNDER EA SHEATHING PANEL EDGE. SUBSTITUTE 3/8" THICK CDX, 6d NAILS, & OMIT GLUE WHERE SPECIFIED PER PLAN.
- USE 1-1/2" LSL RIM BOARD U.N.O.
- ALL WINDOW & DOOR HEADERS AT EXTERIOR BEARING WALLS SHALL BE 4x8 #2 DF (4" MAX. CLEAR OPENING), U.N.O. ALL OTHER HEADERS ARE PER PLAN.
- USE ONE 2x TRIMMER & KING STUD AT EACH END OF EACH HEADER, U.N.O.
- USE BUILT-UP 2x STUD-COLUMN EQUAL TO WIDTH OF SUPPORTED BEAM AT ALL BEAM BEARING POINTS. FACE NAIL EA. PLY OF COLUMN w/ 10d AT 16"o.c. FASTEN WALL SHEATHING TO STUD-COL. OR PROVIDE BRACING AT 12"o.c. MAX.
- PROVIDE SQUASH BLOCKING 1/8" TALLER THAN FLOOR CAVITY AT ALL COLUMN LOCATIONS, PER MANUFACTURER'S RECOMMENDATION.
- PROVIDE SOLID LSL BLOCKING IN FLOOR CAVITY AT ALL INTERIOR BEARING WALLS OR SHEARWALLS.
- SHEARWALLS AT FOUNDATION LEVEL SHALL BE CONSTRUCTED PER DETAIL 4, SHEET S501.
- EXTERIOR WALL NOT SPECIFIED AS SHEARWALLS, USE 3/8" CDX OR 1/8" OSB FASTENED w/ 8d NAILS AT 6"o.c. ALL PANEL EDGES, 12"o.c. AT INTERMEDIATE FRAMING (FIELD).

FRAMING SCHEDULE		
MARK	SIZE	REMARKS
B101	(4) 1 3/4"x1 1/8" 2.0E MICROLLAM LVL	
B102	(2) 1 3/4"x1 1/8" 2.0E MICROLLAM LVL	
B103	HSS10x2 1/4"	

SHEAR WALL SCHEDULE			
MARK	SHEATHING	STUDS AT PANEL EDGES	PANEL EDGE NAILING
ALL	3/8" CDX OR 1/8" OSB	2x	8d AT 6"o.c.

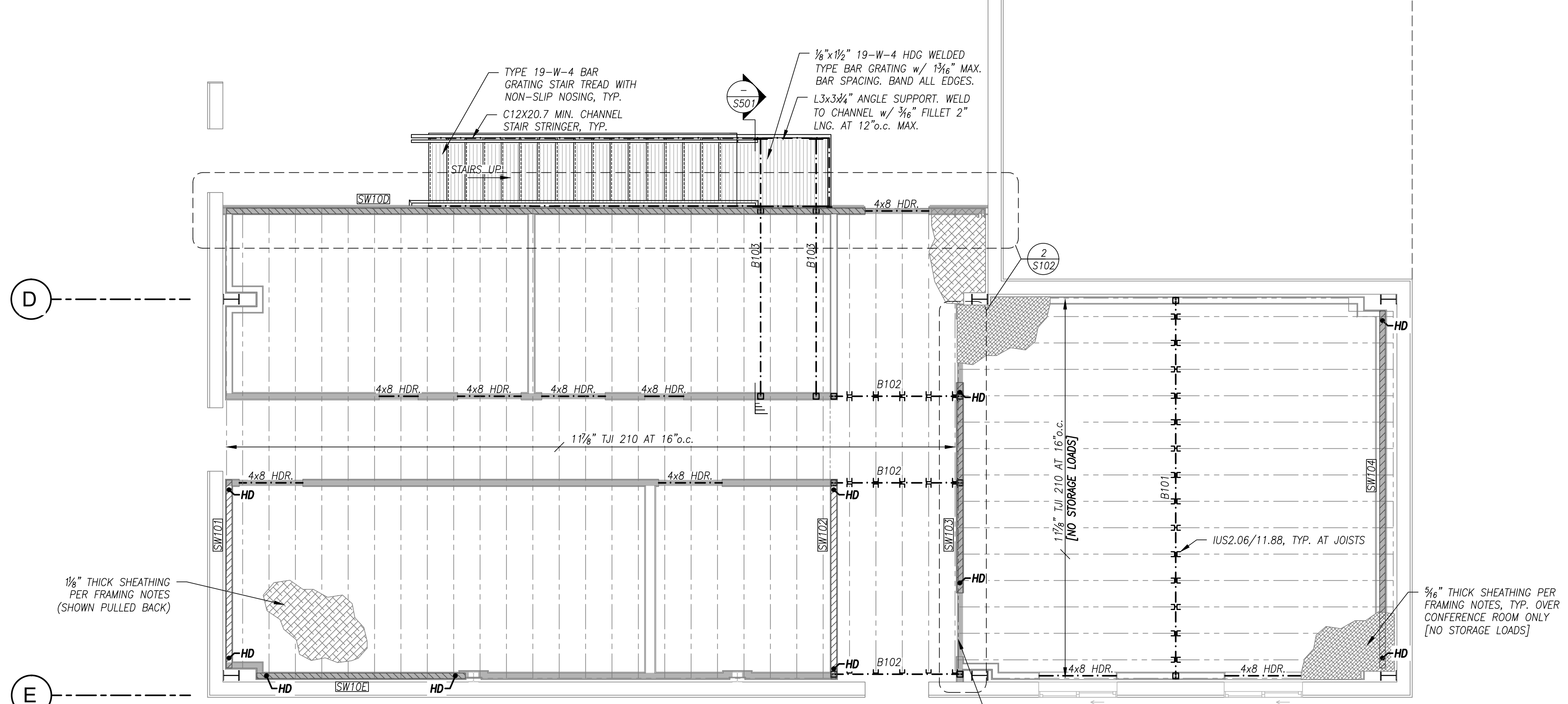
  

HOLD DOWN SCHEDULE				
MARK	"SIMPSON" HARDWARE	END STUDS	ANCHOR	EMBED
HD	HDU2	(2) 2x	PAB5	6"

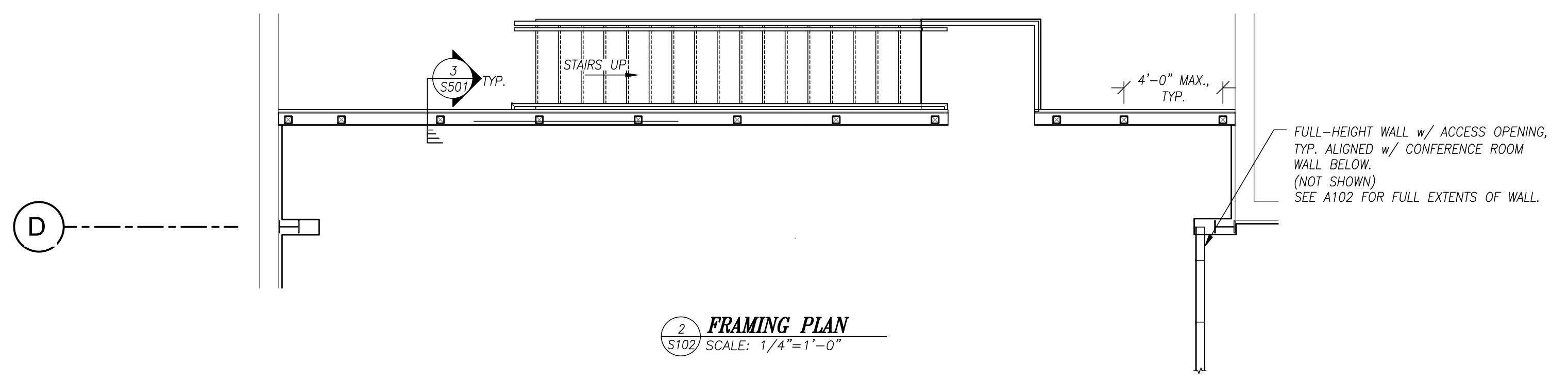
  

BASE CONNECTION SCHEDULE		
TYPE	16d NAIL SPACING*, U.N.O.	3/8" J-BOLT MAX. SPACING
ALL	(3) EVERY 16"o.c.	48"

\*NAILED CONNECTION ONLY WHERE USING MUDSILL PLATE & SOLE PLATE



**1 FRAMING PLAN**  
 SCALE: 1/4"=1'-0"



**2 FRAMING PLAN**  
 SCALE: 1/4"=1'-0"



project title:

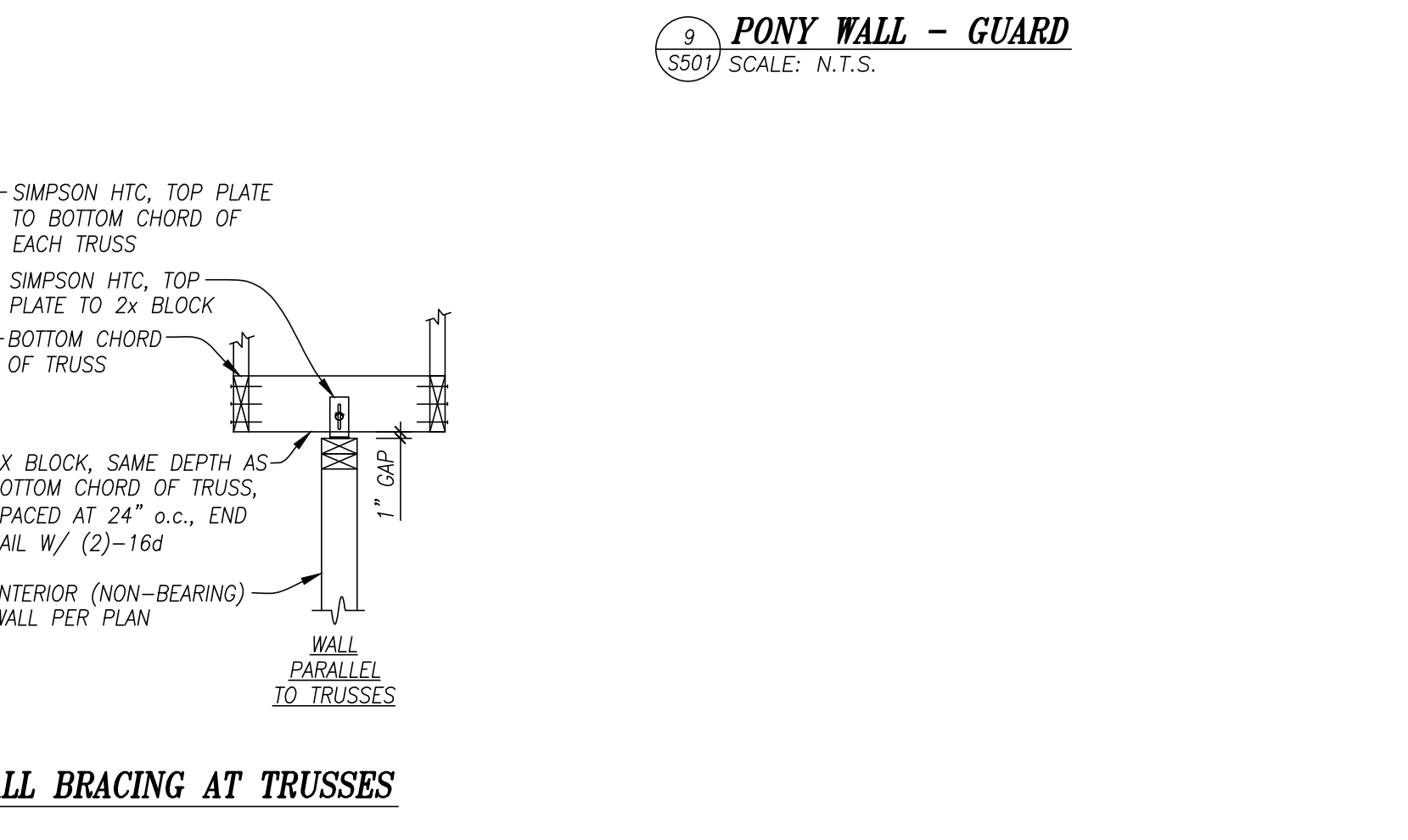
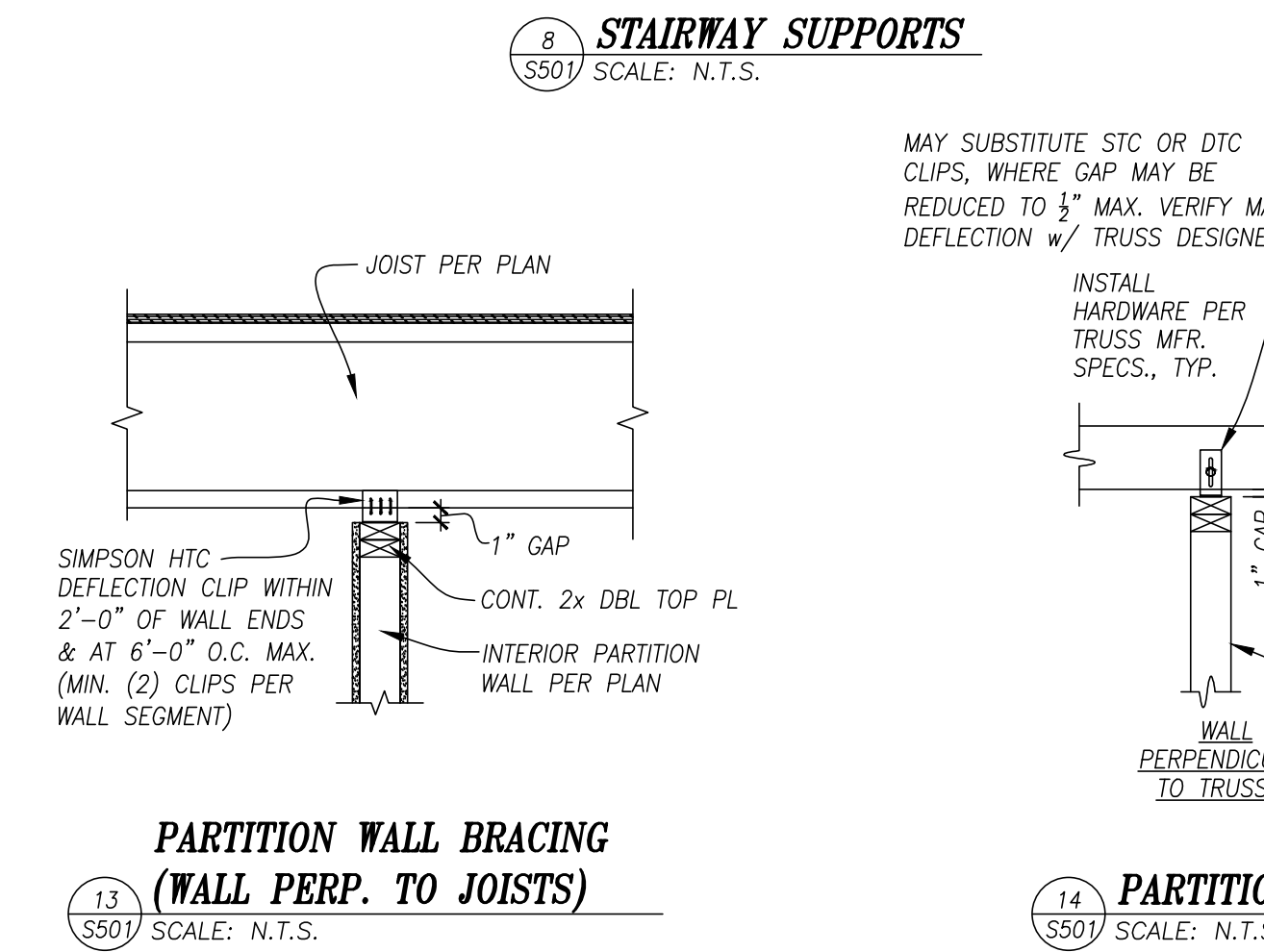
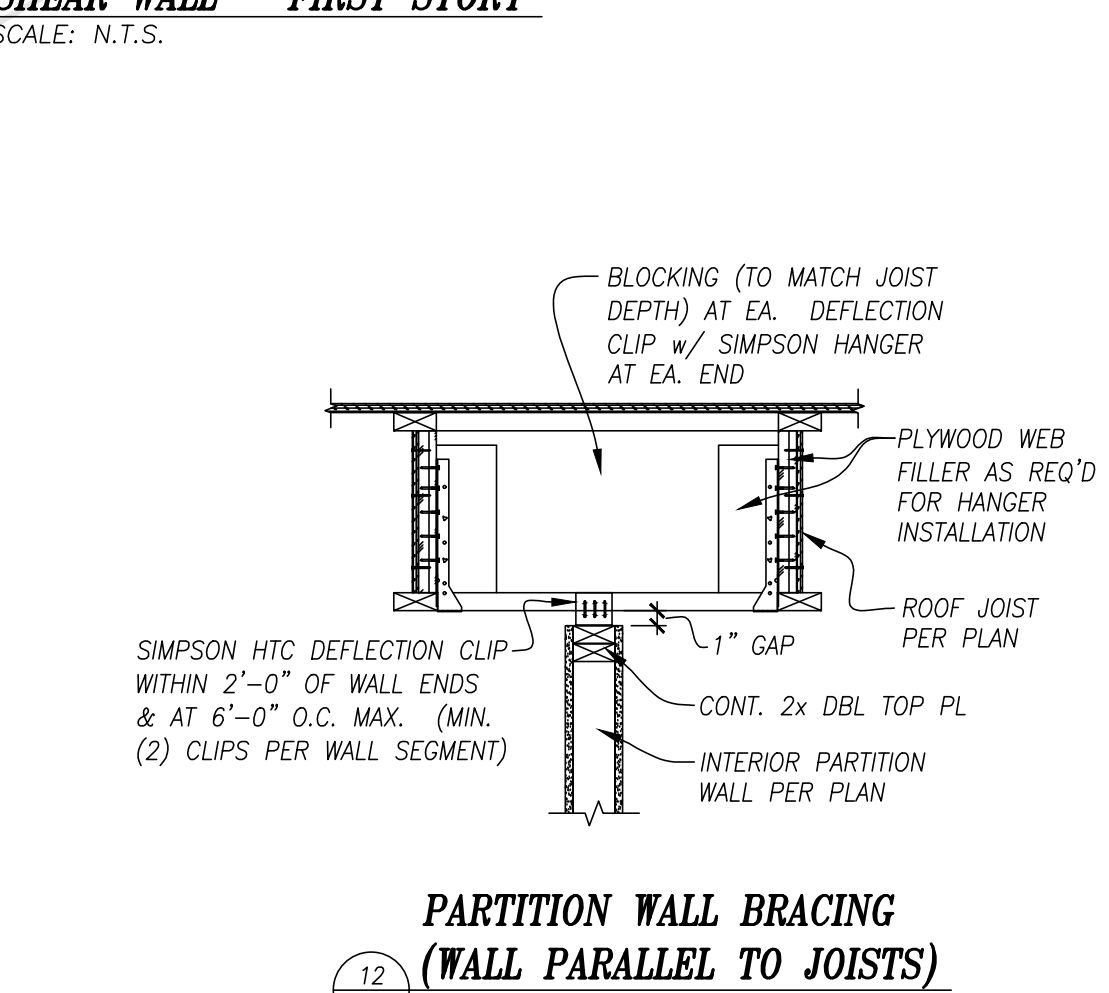
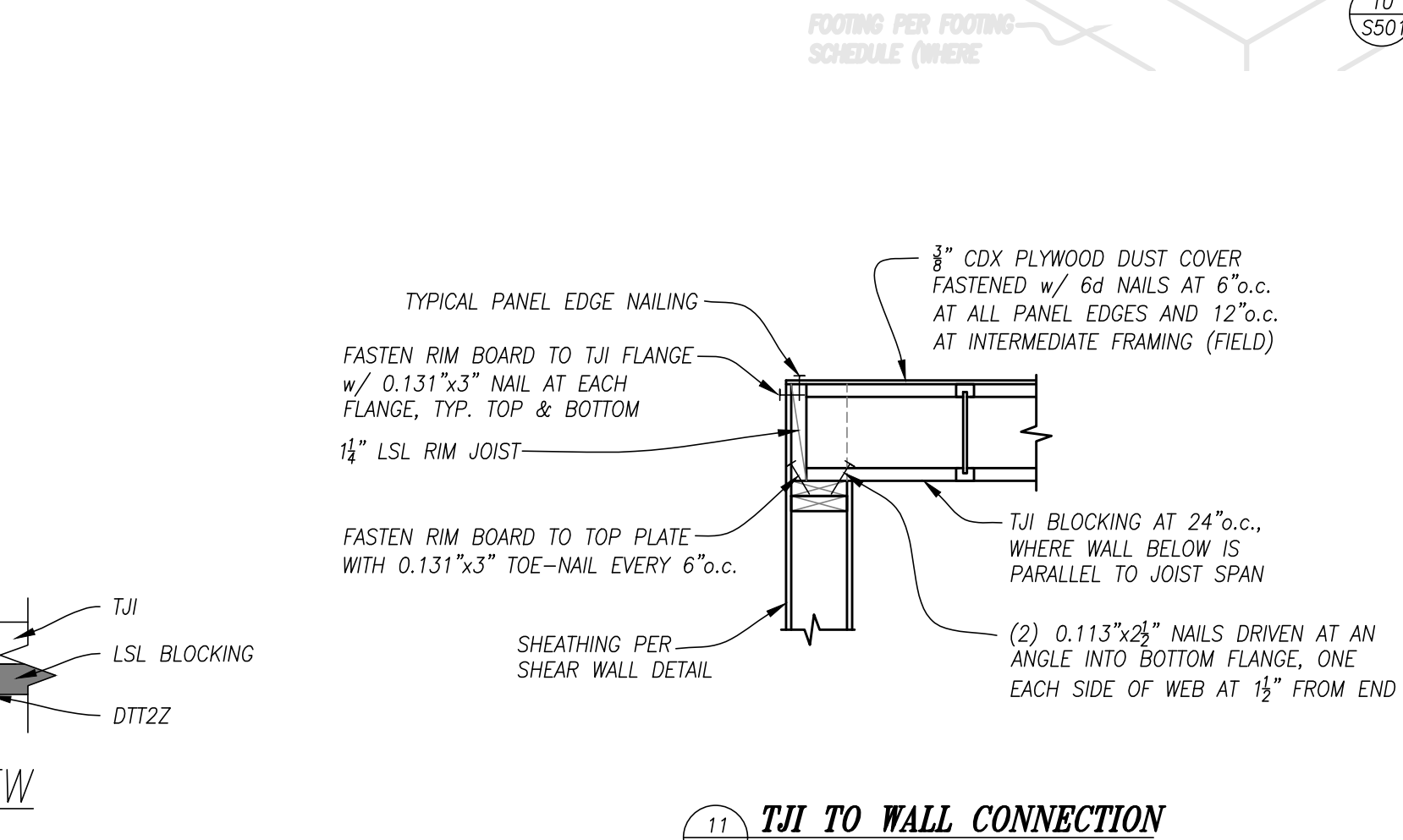
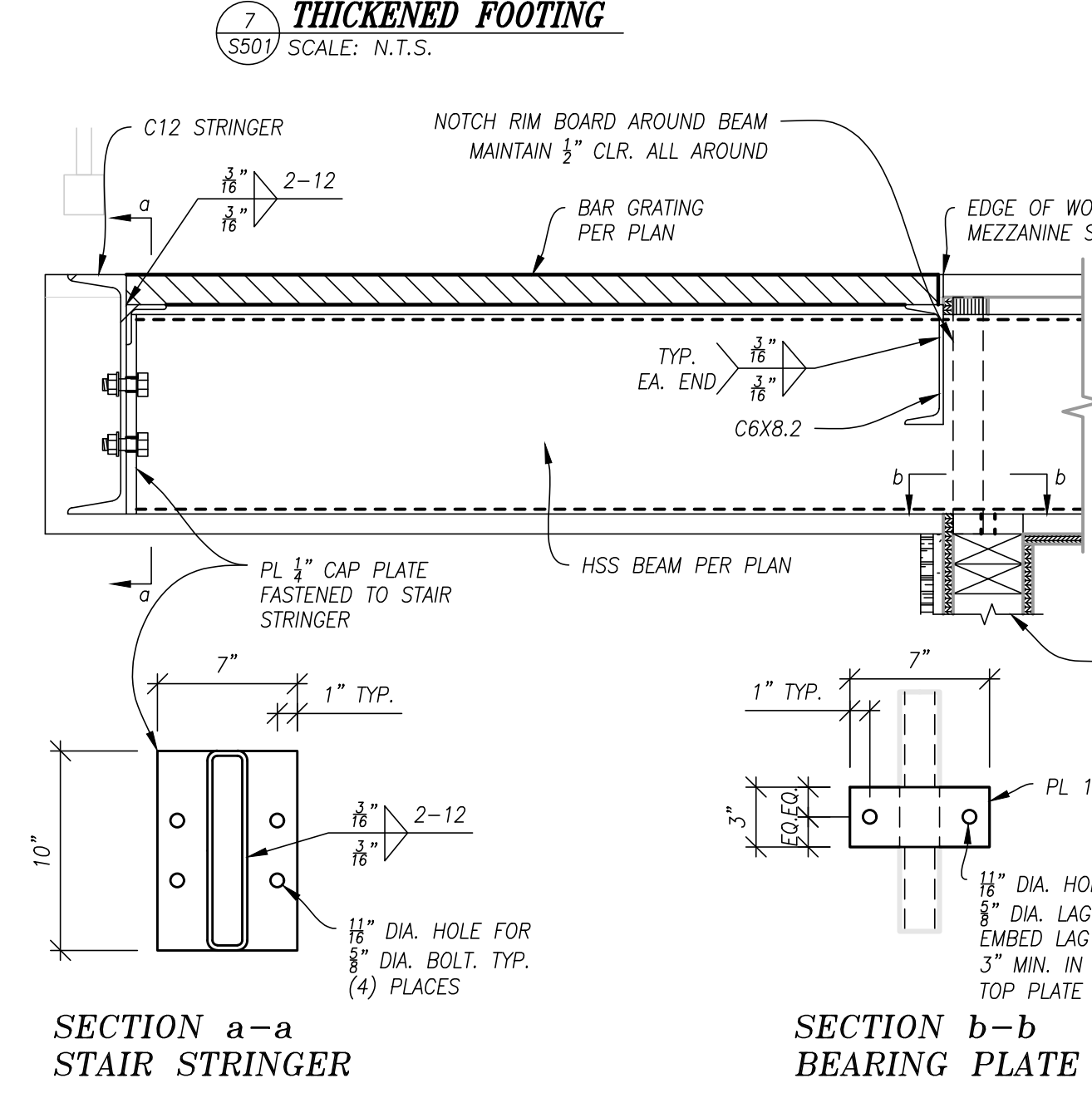
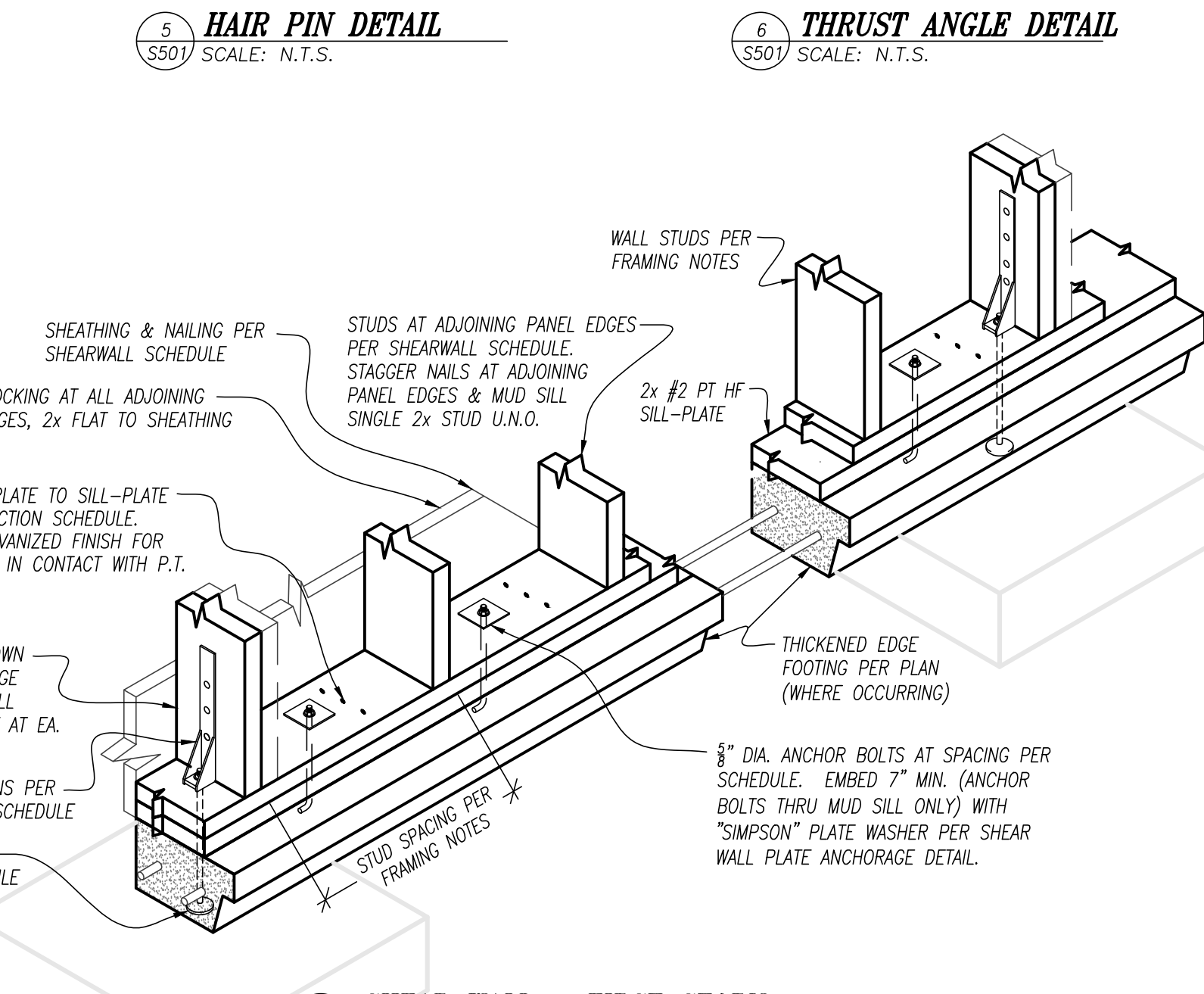
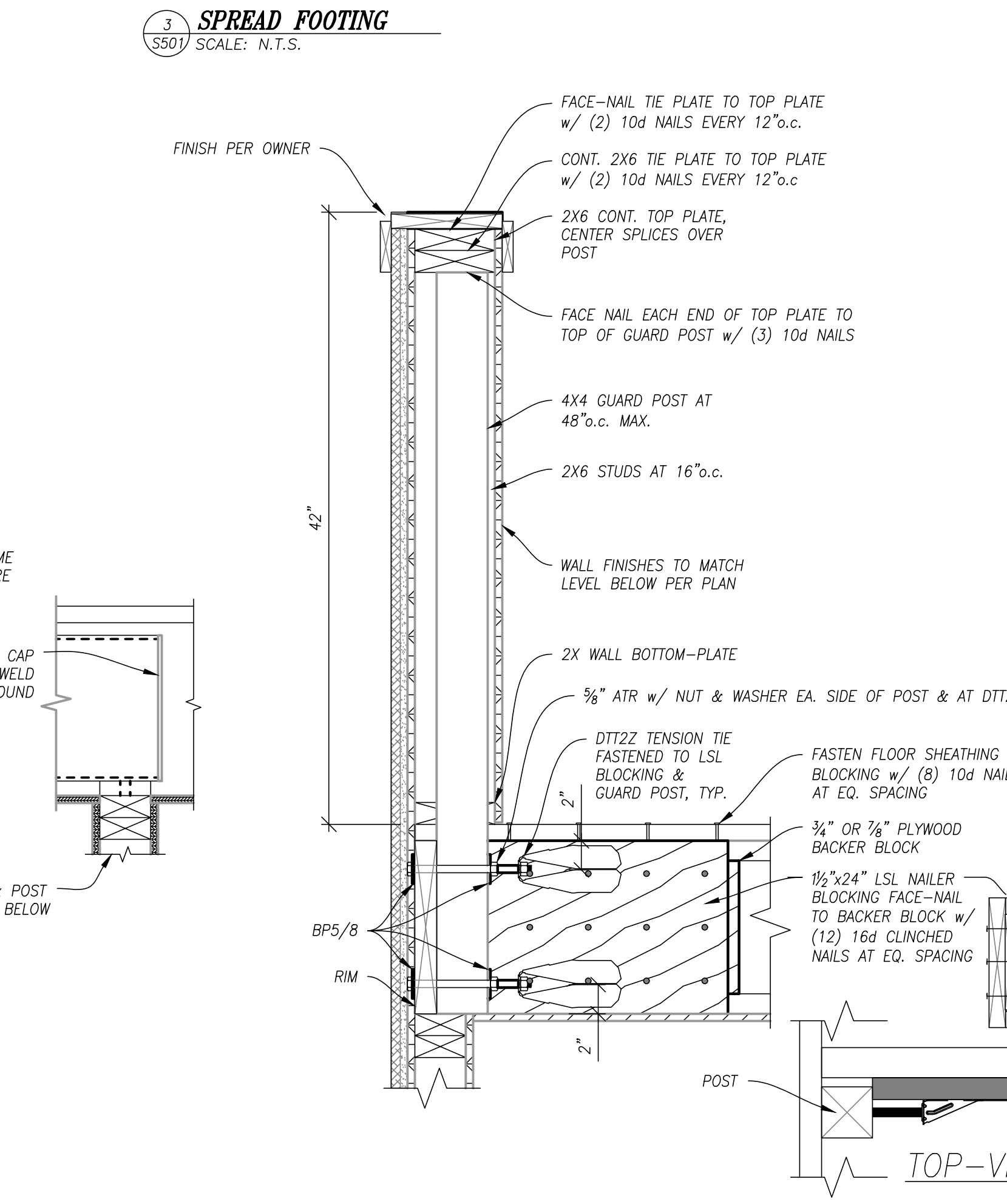
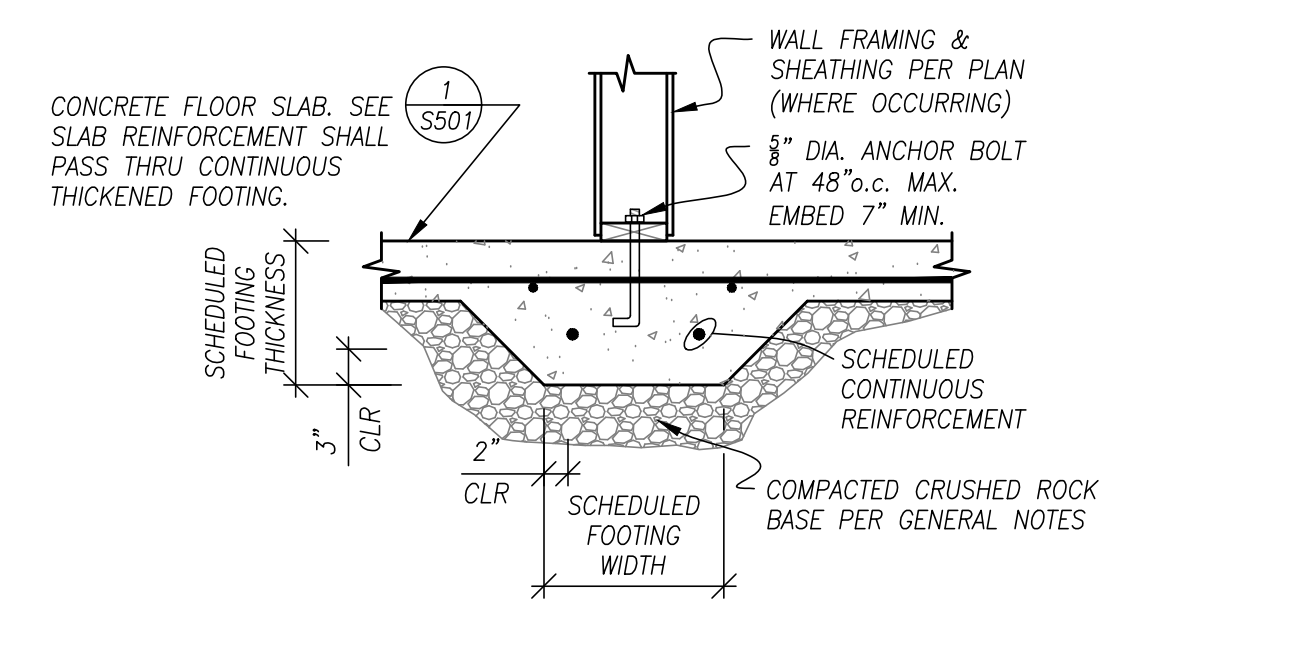
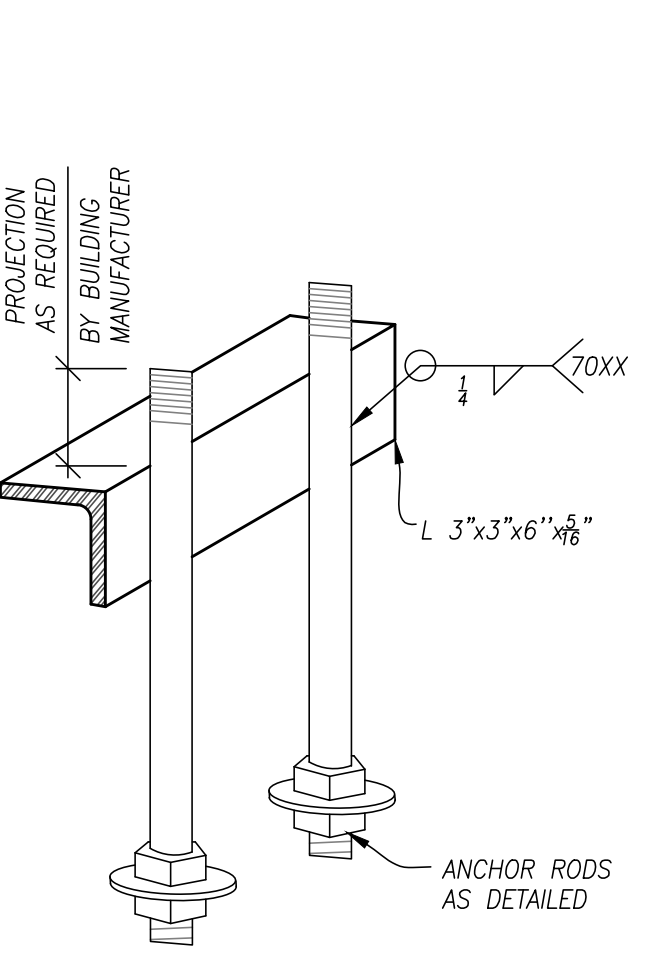
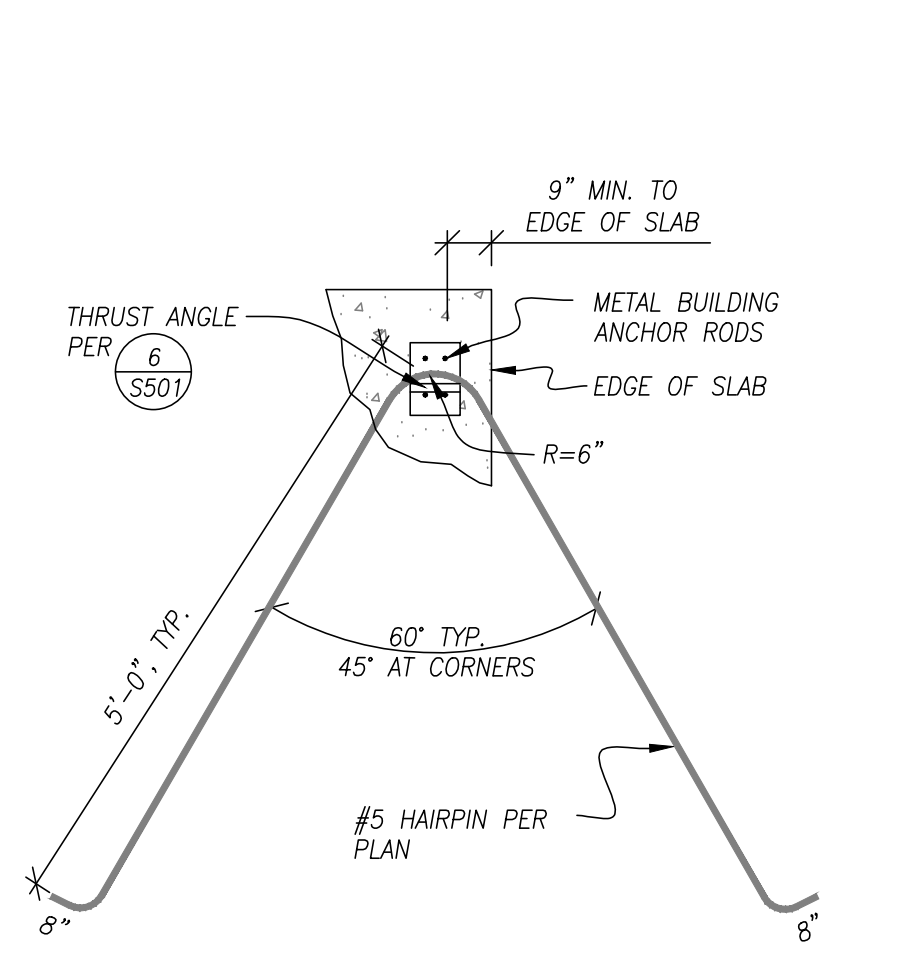
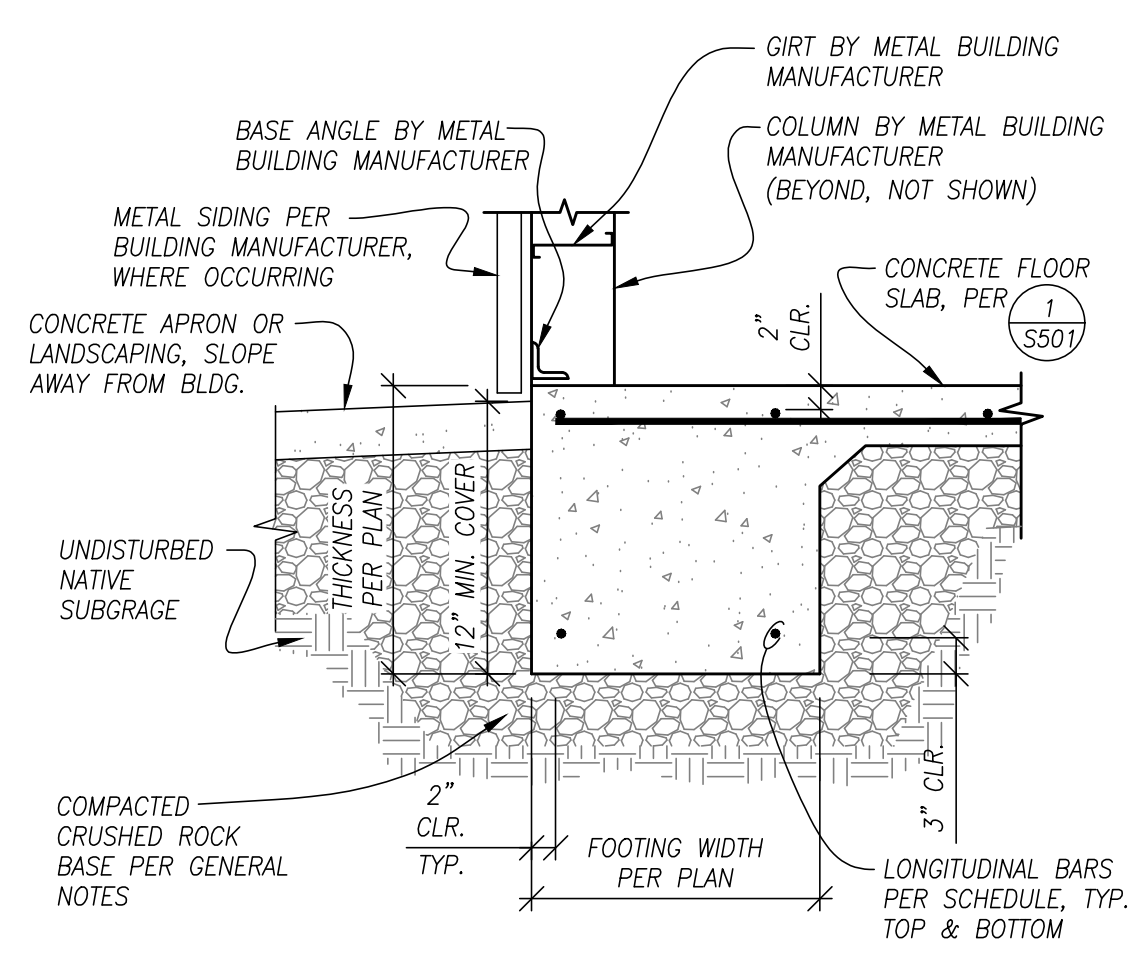
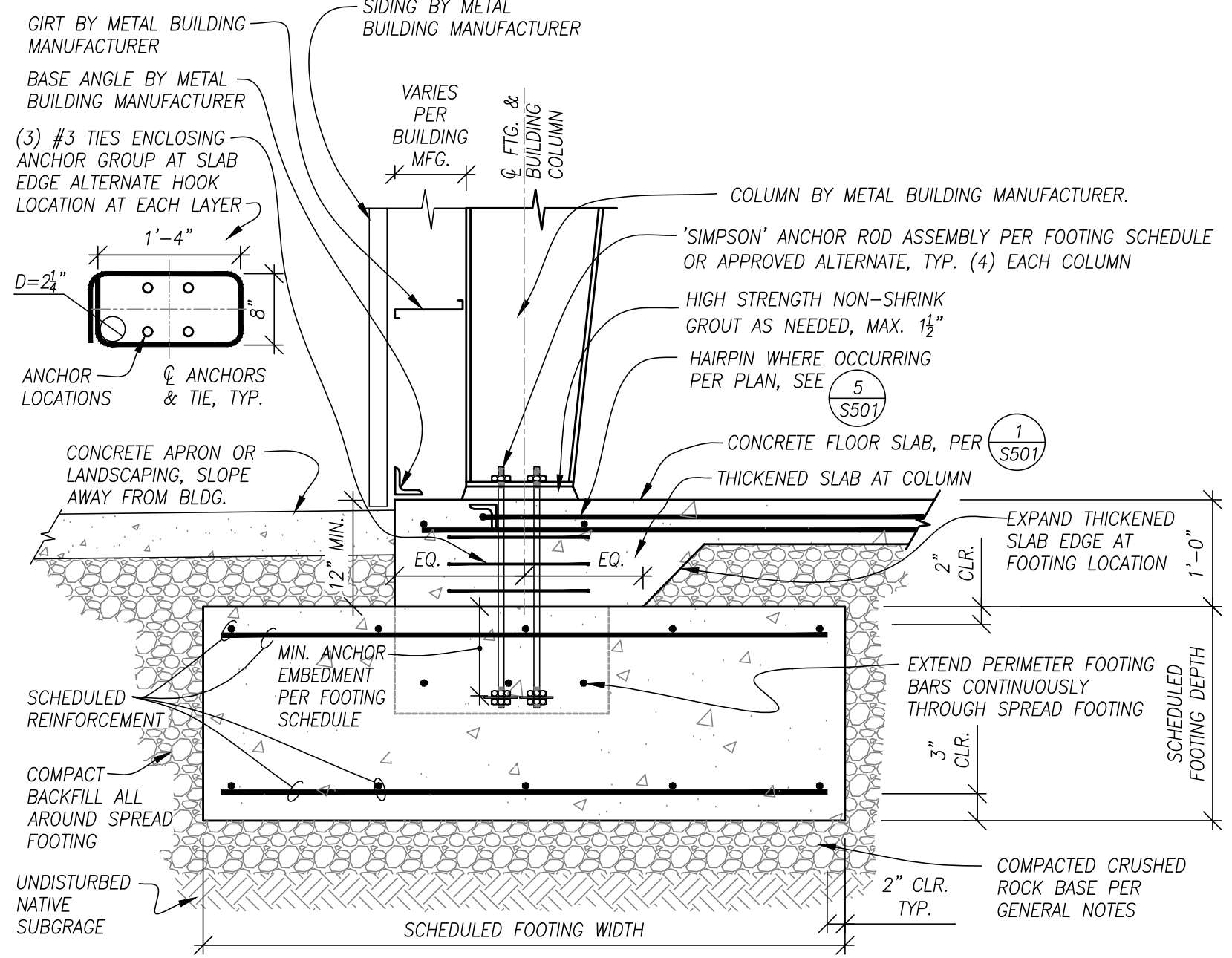
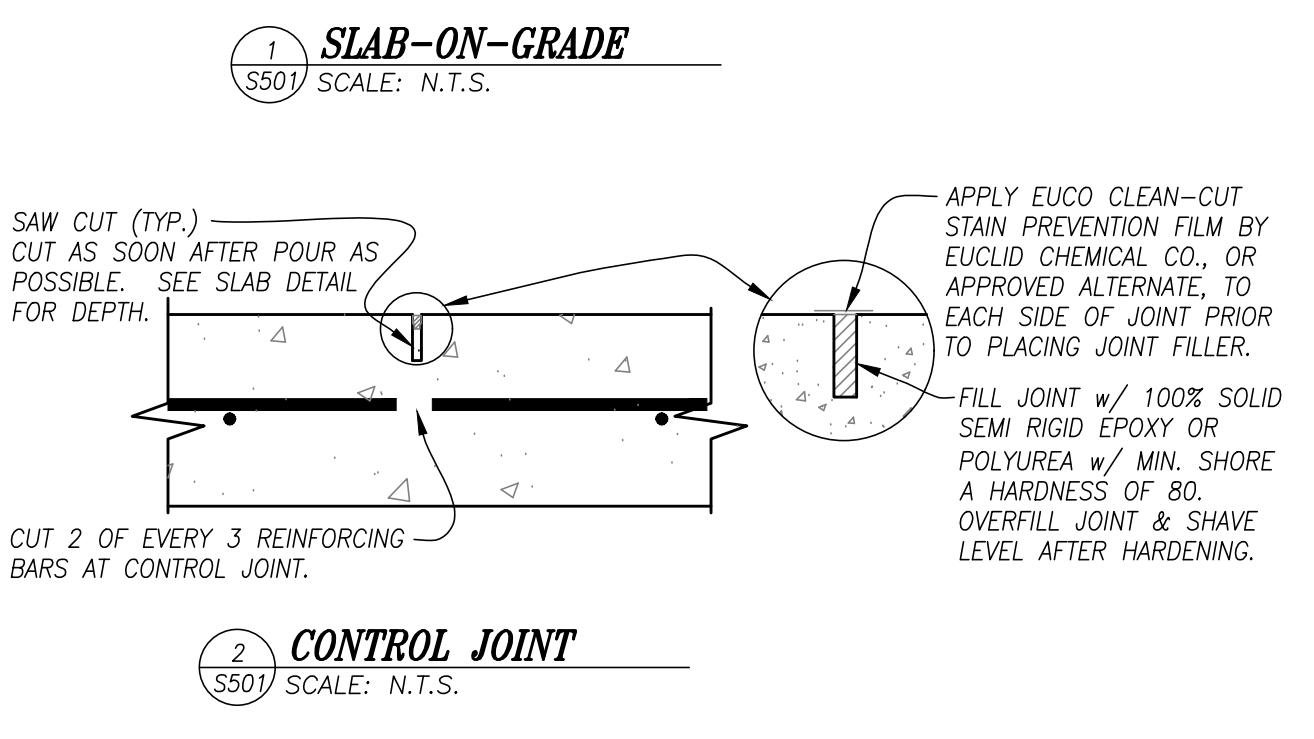
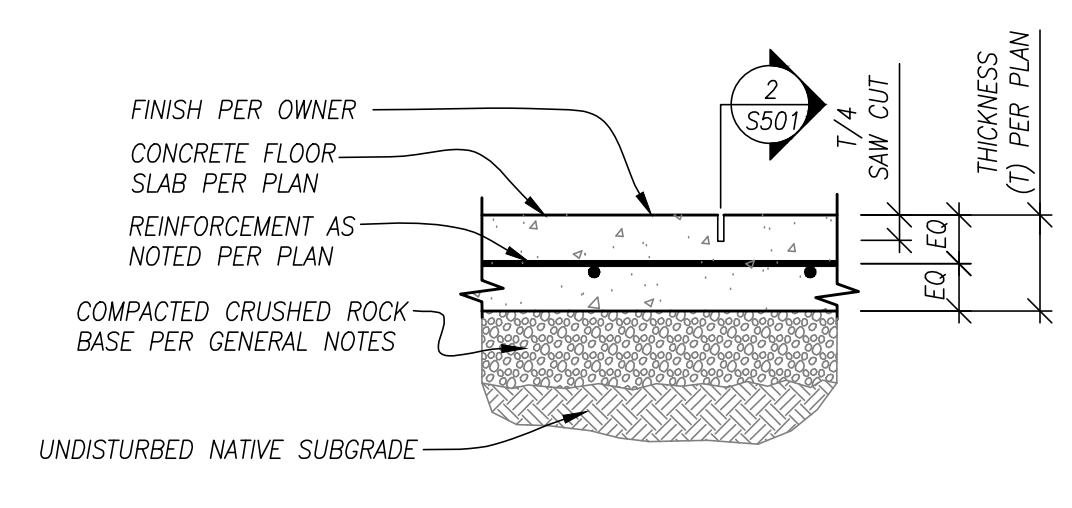
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**STRUCTURAL  
 FOUNDATION  
 DETAILS**

sheet: **S501**

**90% REVIEW SET**



Z:\2020\20-004 OPS BUILDING\STRUCT\20-004J STRUCT & ARCH DETAILS.dwg 12/29/2022 2:09 PM JJA





CLASSIC DESIGN and CONSTRUCTION LLC  
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 Office 541.684.4933  
[www.classicdesignandconstruction.com](http://www.classicdesignandconstruction.com)

August 7, 2023

Coburg City Council; Action/Issue Item

Meeting Date: August 8<sup>th</sup> 2023

Staff Contact: Brian Harmon Public Works Director

RE: City of Coburg Operations Maintenance and Storage Buildings Project

Attention: Julie Leland, Brian Harmon and Anne Heath,

City Council Members:

We are appealing the Intent to Award this project to Wildish Building Company for the following reasons.

We have provided multiple references to Julie Leland at Branch Engineering for projects of a similar size and nature such as the following.

1. Monroe Covered Play Shelter which is a 40' x 40' metal structure. The project is currently reaching completion within the allotted time frame and for the allocated budget. The reference was not checked by Staff.
2. Willamalane Parks and Recreation project Pierce Park renamed Arrow Park for a budget which was completed on time and within the budget. We provided Simon Daws as the project contact. Attached is a letter of recommendation written on our behalf regarding the project. He was never contacted.
3. We provided multiple references from our Sub contractor Belco Electrical Services for projects completed on commercial and metal buildings in Lane County.
4. We selected to work with a well-known fabricator with Cory Ingram our sales representative who provided three references of local buildings that Pacific Building Systems has fabricated which were built here in Lane County.
5. We are reading over the City Council Agenda item no. 5 where our name is written incorrectly. We are Classic Design and Construction LLC. We built the Johnny Diamond Park project for the community of the City of Coburg. Everyone was very satisfied with our work on that project.
6. We noticed in the Agenda Item that a comment was made that "they made a mistake in our bid indicating that our bid was \$1,000,000.00 when it was actually \$ 960,000.00". Our base bid was presented as \$ 1,000,000.00 for the project. The bid form stated 0 cu. Yds for Item #2; our bid indicated the extended amount to be a total amount of \$ 60,000.00 dollars or \$ 60.00 as the unit price per yard for a total of 1,000. Cu yds. The bid form was misconstrued as it should have said 1 cu. Yd. if a unit price per yard was desired.
7. We noticed in the Agenda Item that the comment was made by the Branch Engineering staff that "they did not follow the bid process instructions provided in the bid package and therefore caused undo office time for Branch Engineering staff". Could the Branch Engineering staff please explain what that was?
8. We noticed that in the Draft of the Wildish Building Company contract the time frame for the construction schedule of the project has been extended which was not accurately presented as such during the bid process in the Request for Proposal not the Addendums # 1, 2 or 3.

In conclusion we believe that we can build this project successfully for the amount of our bid as disclosed. We have been in business for 40 years. We have worked on a multitude of projects in Oregon since 2006. Prior to our moving here in 2005 we had a very successful business in Marin County, California where we worked on million dollar residential and commercial projects which are illustrated in our two websites.

We feel that the City of Coburg would be just as pleased with our performance in the construction of this project as they were with the Johnny Diamond Park project that was completed in 2021 and still stands the test of time.

Thank you very much,

Cynthia Denny, Landscape Architect



August 11, 2023

Classic Design and Construction LLC  
 1955 University St  
 Eugene, OR 97403

Cynthia,

Enclosed is a response to your protest/appeal of the City of Coburg's intent of contract award for the Operations Building and Operations Storage Building Project. As you are aware, Branch Engineering has managed this bid process and has provided both City Staff and the City Attorney with their review of the bids and made the recommendation for the intent to award to Wildish Building Co.

Upon receipt of your protest/appeal, Branch Engineering, City Staff and the City Attorney reviewed the points raised, which contributed to the formal response by the City Attorney. Following your review of this response to the points raised in your protest/appeal letter of August 7, 2023, I would welcome an opportunity for you and I to meet and discuss the matter if that would be useful to you.

We recognize and appreciate the time and energy that you and all prospective bidders contribute to the City's procurement process. The City and its internal and contract staff also value the process and take extreme care in the review and selection process to best serve the community who has entrusted us with this responsibility.

Thank you again for your willingness to bid on this project and for your request for further explanation of the City's selection of successful bidder.

Sincerely,

Adam Hanks  
 City Administrator

C: Julie Leland, Principal, Branch Engineering  
 Ann Davies, City Attorney  
 Nancy Bell, Mayor  
 Brian Harmon, Public Works Director



August 9, 2023

Cynthia Denny  
 Classic Design & Construction, LLC  
 1955 University St.  
 Eugene, OR 97403

Re: City of Coburg Operations Building and Operations Storage Building Project

Dear Ms. Denny:

I am the acting City Attorney for the City of Coburg, and I would like to start out by thanking you for responding to Coburg's Request for Proposal (RFP) regarding construction of a new operations and storage buildings. We appreciate the time that went into your detailed proposal. Although your firm was among the finalists, and the choice was difficult, as you now know, we selected another firm's bid.

There were several items in Classic Design's bid that suggested that it does not qualify as a "responsible offeror" under state law. Oregon Administrative Rule (OAR) 137-049-0390 requires a contracting agency (*i.e.*, the City of Coburg) to find that a bidder demonstrates certain standards of responsibility. Specifically, a contracting agency may determine a bidder is not a responsible offeror if the agency determines the bidder has not completed previous contracts of a similar nature with a satisfactory record of performance.

Your appeal letter mentions the Monroe Covered Play Shelter, which is a 40' x 40' metal structure. However, public contracting laws provides that a bidder must demonstrate comparable projects that have been "completed." *See* ORS 279C.375(3)(b)(F); *see also* Project Manual Section 280. Further, other references for similar type and scale projects included three parks, including a covered play structure, and one wood-frame two-bay garage, but no metal buildings of similar type and scale. We have no information demonstrating that Classic Design has experience building a pre-engineered metal building, or a building of this size. *See also* ORS 279C.375(3). Accordingly, Coburg has determined that Classic Design has not shown that it has "completed" previous contracts for similar sized projects.

Classic Design's bid was also 30% below the next lowest bidder, which suggests to the City that, given Classic Design's lack of experience with a project of this type and size, the bidder may not be able to complete the project for the bid amount. Further, Classic Design's Schedule of Bid Items, indicates discrepancies that also add to the City's doubts as to its ability to perform as proposed. Item #2 of the Schedule, "Authorized Additional Excavation," provides a unit cost and total bid price of \$60,000. Other bidders were within the range of \$63 to \$96.72 for this line item.

In your appeal statement, you explain that the \$60,000 figure referred to a \$60.00 unit price per yard for a total of 1,000 cubic yards. However, the bid documents made no reference to 1,000 cubic yards and did not explain the \$60,000 figure.

Per the Project Manual Section 600 Special Specifications and Section 700 CSI Specifications, the quantity for the bid item No. 2 Authorized Additional Excavation was intended to be as directed by the Engineer in the field \*IF\* poor soils are encountered. The quantity of zero is to create a place holder, so that there is an agreed upon contract unit price for if and when this scenario occurs in the field. By having a zero quantity it does not add to the contract price, but rather allows for an agreed upon unit price if it is needed per the Construction Drawings and Specifications. The City made its best attempt to interpret the intentions of the information provided in the provided bid packet.

The excessive \$60,000 bid amount for this line item makes Classic Design's total bid even further off of the other bidders' total bid amounts.

Additionally, Classic Design's bid amounts for Item Nos. 4 and 5--Building #1 (complete) and Building #2 (complete)--are \$537,000 and \$152,600, respectively. For Building #1, the other bidders' bid amounts range from \$801,727 to \$1,250,000. For Building #2, the other bidders' bid amount range from \$199,739 to \$288,800. Again, the significant amount that Classic Designs' bid is below the other low bidders makes the City question whether the work can be adequately and professionally performed for the bid amount. The three next bidders submitted bids that were very close to each other, and were a good indicator of how much it will cost to build the project. The City is not confident Classic Design can build the project for the amount bid.

Finally, with respect to the work that Classic Design completed on Johnny Diamond Park, the City was not completely satisfied with the work on that project. Classic Design failed to remedy issues that arose during construction and for the final project, which left the City to mitigate after completion of the project, specifically with regard to landscaping plants and turf areas.

Accordingly, the City will be choosing a different bidder. Again, thank you for your time in putting your response together.

Sincerely,

Anne C. Davies  
City of Coburg City Attorney



Received by  
City of Coburg

AUG 18 2023

CLASSIC DESIGN and CONSTRUCTION LLC  
1955 University Street, Eugene, OR 97403  
Office 541.684.4933  
[www.classicdesignandconstruction.com](http://www.classicdesignandconstruction.com)

**City of Coburg**  
**P.O. Box 8316**  
**Coburg, Oregon 97408**  
**RE: City of Coburg Operations Maintenance and Storage Buildings Response Letter**  
**Att: Adam Hanks, City Administrator**  
**Julie Leland, Principal, Branch Engineering**  
**Ann Davies, City Attorney**  
**Nancy Bell, Mayor**  
**Brian Harmon, Public Works Director**  
**City Council Members**

To All Parties,

Thank you, Mr. Hanks and M. Davies, for your letters in response to our Letter of Appeal for the Bid Rejection and subsequent Protest for the Intent to Award to Wildish Building Company.

We are writing this response letter in defense of our recent appeal to the bid process and subsequent rejection of our bid for the City of Coburg Operations Maintenance and Storage Buildings Project.

The points that you make have been taken into consideration.

How ever our main point of appeal revolves around the bid form. Initially Item #2 stated "6" Subgrade stabilization as Directed by Engineer" and the Quantity was 0 Square yards. Then when the Addendum #1 was put out on June 16<sup>th</sup> the language was to be replaced with "Authorized Additional Excavation" still with the Quantity as 0 Square yards. At that point the Quantity should be 1 Square Yard to be shown in the Unit Cost correctly. As 0 times any Unit price is still zero. The bid form was confusing in that regard. Still our number of \$ 60.00/cu.yd. is characteristically a lot higher than what it was for the Johnny Diamond Park and others in the past. Wildish was at \$ 38.00/ cu.yd. and we were at \$35.00/ cu.yd for those past projects. The bids reflected quite an increase over the last two years in the price per cubic yard for excavation. I would call our number normal and all the other bidders high.

No other bid items are directed at the sitework. To us we would have to include our \$ 60,000.00 dollars as excavation for the site work. Since we put the \$ 60,000.00 in Unit Cost and Total Bid price, we indicated that the \$ 60,000.00 dollars would be included in our Total Cost overall as a ceiling and as "Authorized Additional Excavation or "As Directed by the Engineer" meaning that the Engineer would be approving the excavation and subgrade stabilization work during construction. This is evidenced by our inclusion of the Total Bid Price in our Base Bid Total of \$1,000,000.00 dollars and included in our Bid Form as Base Bid plus the Alt. #1 for a total amount of \$ 1,078,000.00 dollars and as the Base Bid plus the Alt #2 for a total amount of \$ 1,021,905.00 dollars. We disagree with the assessment that the quantity of zero creates a place holder for the excavation of poor soils if encountered. The city did not contact us to discuss our intention for this Bid Item #2 so we do not agree that they made their best attempt to interpret the intentions of the information provided in the bid packet. The intent was not clear in that regard. Clearly excavation is need for the site work to be performed. If poor soils were to be encountered that would be considered an unforeseen condition and would have been dealt with during construction as such.





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 1955 University Street, Eugene, OR 97403  
 Office 541.684.4933  
[www.classicdesignandconstruction.com](http://www.classicdesignandconstruction.com)

Page Two- Response Letter- City of Coburg and City Council Members

To try to insinuate that a place holder of zero times any unit price per cu.yd. does not compute mathematically to a number other than zero for professionals accustomed to performing excavation. Every other project we have ever bid uses the number 1 as a Quantity multiplier per cubic yard as the unit if a price is desired for the duration of the project for additional excavation.

The other differences that you are alluding to in the comparison of bid item costs are reflective of our abilities to self-perform the majority of the work such as excavation, grading, concrete work, irrigation and planting as we have those capabilities in house. In addition, the other bidders are using the fabricator and erector price from Oregon Steel Fabricators of \$ 446,606.00 which was clearly reflected to be higher than our Building #1 and Building #2 Complete bid numbers which did not require a subcontractor as we intended to purchase the buildings directly from the local fabricator for which we provided references from.

Our vendor prices are only \$ 137,700.00 for Building #1 delivered to the site and \$ 53,100.00 for Building #2 delivered to the site. When compared across the Bid item on the spread sheet you can see that every other bidder spent at least \$ 446,606.00 to receive a the PEMB and Steel Supply and Install buildings plus their Subcontractor fee added on top.

If you look closely no other bidder was buying the PEMB direct from the fabricator. We also proposed to self-perform the carpentry for the Mezzanine, the installation of all doors and windows and cabinetry which were priced to be delivered only from our vendors. If you study the bid form further there is no mention of Excavation. In order to clear the land, there is site excavation required. Buildings #1 and #2 sit atop a concrete slab so we considered the slab and up as complete in our bid. Our Subcontractor tier form only has four subcontractors which eliminates a lot of dead weight in our bid.

In the July 31, 2023 Notice of Apparent Low Bidder and Engineer's Recommendation for Award of Contract to the City of Coburg from Julie Leland, P.E. City Engineer of Branch Engineering our Base Bid did not include the \$60,000.00 dollars in the extended price as was intended; the number was omitted. Then in the Base Bid + Alternate #1 our number was changed from \$ 1,078,000.00 to \$ 1,017,952.98 and likewise the number in the Base Bid + Alternate #2 was changed from \$ 1,021,905.00 to \$ 916,894.00 which was incorrectly written it should have been \$961,894.80 if the \$ 60,00.00 was subtracted correctly from the base bid as was indicated on the Bid Opening Record dated July 20, 2023. The paragraph below read that we were found to be complete and responsive however, our previous work was determined to be insufficiently demonstrated. We do not follow the determination to delete the \$ 60,000.00 dollars from our base bid total as we should have had the chance to discuss the inclusion of that number. The city could have reached out at that point for clarification.

We would like to elaborate further on that comment in regards to the next in line second bidder Wildish Building Company's references and experience in completed projects of a similar nature. We presented completed projects of a similar nature that included sitework and building components. Since our Monroe Covered Play Shelter was not complete that reference was not considered. However, on our Section 280 Project References sheet we listed three other projects with contact information. Then subsequently we sent additional photos and Letters of Recommendation describing how we had indeed completed these noted projects on time and with in the allocated budget. Which spoke to our Level of Integrity. These were all government agencies which were preferred.



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 1955 University Street, Eugene, OR 97403  
 Office 541.684.4933  
[www.classicdesignandconstruction.com](http://www.classicdesignandconstruction.com)

Page three- Response Letter- City of Coburg and City Council Members

When we listed Johnny Diamond Park built for the City of Coburg, we were not aware of any issues following our Final Completion. Your concerns regarding the plants and the irrigation were never shared with us. This project was designed by a Landscape Architect; Brad Stangeland and Associates. We had issues on site with the shrubs in the Cornus (Dogwood) family. They were subject to brown spot so we had Nursery Net replace them. They did so as a favor but expressed concern over the wind and water requirements. I brought this to Brad Stangeland's attention but he discounted my request to switch the plant material to a more adaptable species for the park. The irrigation system design was also not adequate for the windy conditions there. We recommended adding heads but the Maintenance crew said that the water source could not be guaranteed to deliver more water for each valve. We explained that the lawn and the plants would need to be kept wet continuously and they agreed to set the controller to try to keep the park watered. We explained that we would be available to help but the maintenance crew said they could handle the park and took over. I guess we could have checked back post completion. We took beautiful finished photos which we can share with you upon our departure. I am sorry to hear that the plants and the irrigation are still not operating sufficiently. We would welcome the opportunity to do a walk through with Brian Harmon and see how we can help get the project back on track.

In terms of the Intent to Award the City of Coburg Operations Building and Storage Buildings Project to Wildish Building Company we are not aware of any like kind metal buildings of similar type and scale that they have completed either? They primarily build bridges, roadways and heavy-duty site work. They have not completed as many of these types of projects either. It warrants a discussion as to which projects they have completed of similar type and scale. They do not self-perform as much of the bid items as we do until recently comparatively speaking.

For these reasons we are still maintain our Intent to Appeal the rejection of our bid as a responsible bidder and Protesting the Intent to Award to Wildish Building Company. We are requesting a review be conducted by the City Council Members regarding this procurement.

If you would like we can set up a meeting to review our bid in more detail and that way the city and the engineer would be able to recognize why our bid was 30% lower than the other bidders.

Thank you for your consideration,

Cynthia Denny, Landscape Architect

Note: Response letter to follow in USPS format.





August 24, 2023

Classic Design and Construction LLC  
1955 University St  
Eugene, OR 97403

RE: Protest Affirming Denial and Award

Cynthia,

The City received your response to the City's August 11<sup>th</sup> denial of your company's protest on August 18, 2023. Specifically, you requested "a review be conducted by the City Council Members regarding this procurement." Applicable state law and City regulations provide no opportunity for denied protesters to address the City Council. In support of the City's original denial of your protest, the following summarizes dates relevant to the City's formal procurement for the Operations Building and Operations Storage Building Project.

**TIMELINE:** Coburg Operations Building and Operations Storage Building Project:

**June 2, 2023** - Bid Request and Bid Documents released

**July 20, 2023** – Bid Opening

**July 20 – July 27, 2023** – Bid Review

**July 31, 2023** – Notice of Intent to Award to Wildish Building Co. issued

**August 7, 2023** – Classic Design and Construction LLC Protest of Intent to Award received via email

**August 11, 2023** – Denial of Protest and affirmation of award mailed to Classic Design and Construction LLC

**August 18, 2023** – Post-protest denial correspondence from Classic Design and Construction LLC received

The August 11, 2023 letters from both myself and the City Attorney, Anne Davies, provided you with the legal basis for the City's determination that Classic Design and Construction LLC was non-responsible under ORS 279C.375 and OAR 137-049-0390. Upon receipt of your post-denial letter and further examination of the bid process, the City determined that Classic Design's initial protest was not timely-filed within the 5-day protest period set within Project Manual Section 10. Further, Classic Design's bid has been deemed non-responsive, for its bid's failure to provide appropriate project references for metal buildings of similar construction types and scale, meeting the requirements of Project Manual Section 280.

The City's denial of Classic Design's protest is hereby reaffirmed and the City's intended award to Wildish Building Co. reaffirmed. At its meeting on September 12, 2023, the Coburg City Council, in its dual role as the City's governing body and Local Contract Review Board, will review the above outlined bid process. The Council will then review the Selection Committee's recommendation and have an opportunity to award this contract to Wildish Building Co.

Sincerely,

Adam Hanks  
City Administrator

C: Nancy Bell, Mayor  
Julie Leland, Principal, Branch Engineering  
Ann Davies, City Attorney



# COBURG CITY COUNCIL ACTION/ISSUE ITEM

## TOPIC: Bargain and Sale Deed to Remove Access Restriction Strip

**Meeting Date:** September 12, 2023  
**Staff Contact:** Megan Winner, Planner  
**Contact:** 541-682-7862, megan.winner@ci.coburg.or.us

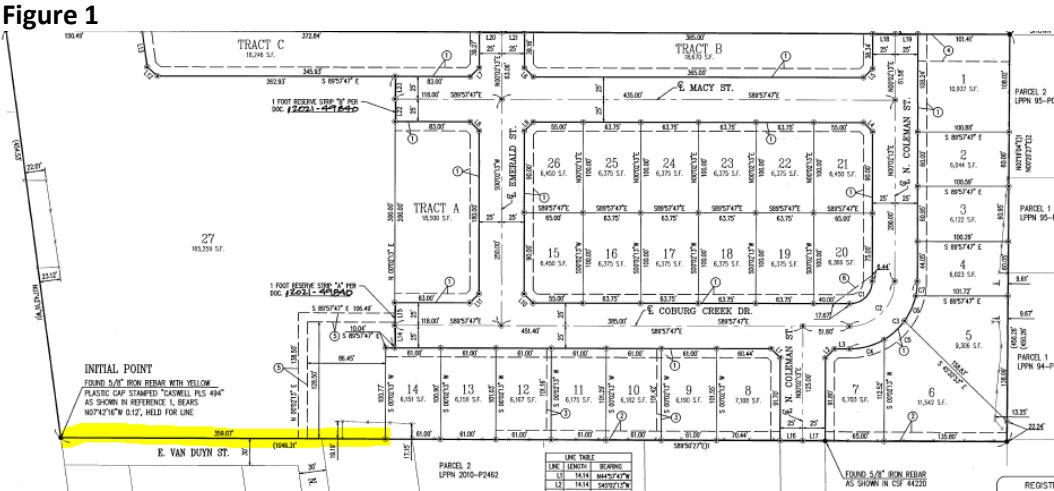
### REQUESTED COUNCIL ACTION

Authorize the City Administrator to sign the Bargain and Sale Deed to remove the access restriction strip north of E. Van Duyn Street before the final plat recording for the First Addition to the Coburg Creek Subdivision.

*Suggested motion: "I move to approve the sale of the access restriction strip north of E. Van Duyn Street for zero dollars and authorize the Bargain and Sale Deed be executed."*

### BACKGROUND

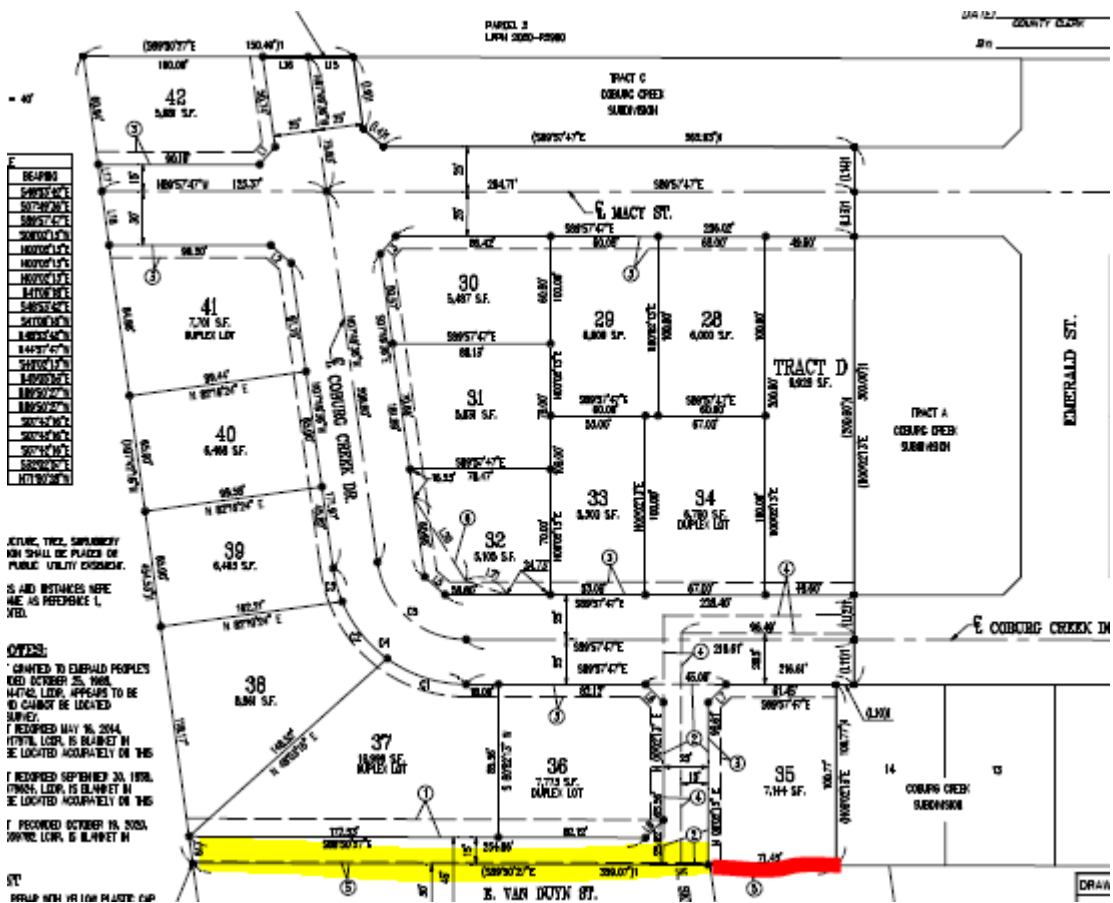
In 2020, the Coburg Creek Subdivision received approval from Planning Commission (SUB 02-20) with one of the conditions of approval being, "Prior to final plat approval, the applicant shall include on the final plat, reserve strips at the terminus of N Skinner Street and on the north side of E Van Duyn Street adjacent to the subdivision. The reserve strip would remain in place until such time as further development occurs on Lot 27." The reserve strip (highlighted in Figure 1 below) was intended to prevent access to Lot 27 from occurring off of E Van Duyn Street until development on Lot 27 was approved. The City is the current owner of the one-foot strip restriction strip.



In 2022, the First Addition to the Coburg Creek Subdivision, also known as Phase 2, received

approval with conditions from Planning Commission. The final plat has been reviewed and approved. Before the final plat can be recorded, the access restriction strip on the north side of E. Van Duyn Street needs to be removed. The portion to the west of the pedestrian path (shown in yellow in Figure 2 below) will be dedicated as public right of way, while the strip to the east of the path (shown in red in Figure 2 below) will be sold back to Wiechert Custom Homes for \$0 to become part of Lot 35. The City does not have need for or interest in keeping the one-foot reserve strip between two privately owned properties as right of way.

Figure 2



**PROCESS**

The City Administrator has the authority to dedicate the eastern portion of the reserve strip as public right of way as part of the final plat process, but does not have the authority to sell the western portion to Wiechert’s Lot 35 without approval of the City Council.

**RECOMMENDATIONS:**

Staff recommends Council approve the sale and authorize the City Administrator to sign the Bargain and Sale Deed to remove the access restriction strip north of E. Van Duyn Street.

**BUDGET**

N/A

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**NEXT STEPS**

Upon completion and submittal and approval of all required documents by the developer, the City Administrator will sign the bargain and sale deed as well as the final plat. The applicant will submit the deed to the County along with the signed version of the final plat. That deed will be recorded immediately preceding the recording of the Plat. Then the right of way of Van Duyn will be dedicated on the Plat along with the creation of all lots within phase 2 of the Coburg Creek subdivision and dedication of tract D that completes the park land dedication

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**ATTACHMENTS**

- A. Bargain and Sale Deed – Removal of Access Restriction Strip
- 

**Reviewed by:**

**Adam Hanks, City Administrator**

RETURN TO: CITY OF COBURG  
PO BOX 8316  
COBURG, OREGON 97408

**GRANTOR**

City of Coburg  
PO Box 8316, Coburg, Oregon 97408

**GRANTEE**

Bruce Wiechert Custom Homes, Inc  
3073 Sky View Ln, Eugene Oregon 97408

Until a a change is requested  
all tax statements shal be sent  
to the following address.

**\*\*\*Same as GRANTEE**

**BARGAIN AND SALE DEED  
REMOVAL OF ACCESS RESTRICTION STRIP**

City of Coburg, an Oregon Municipal Corporation, **GRANTOR**, conveys to Bruce Wiechert Custom Homes, Inc., a Corporation formed and existing under the laws of the State of Oregon, **GRANTEE**, the following described real property, situated in Lane County, Oregon:

The South one (1) foot of Lot 27 as shown on The First Addition of the Coburg Creek Subdivision, as platted and recorded as Document No. 2021-049839 Lane County Deeds and Records.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300 (Definitions for ORS 195.300 to 195.336), 195.301 (Legislative findings) AND 195.305 (Compensation for restriction of use of real property due to land use regulation) TO 195.336 (Compensation and Conservation Fund) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010 TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930), AND TO INQUIRE ABOUT THE RIGHTS**

**OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.**

The true consideration for this conveyance is \$0.

The purpose of this bargain and sales deed is to declare that the above-identified access restriction is removed to allow the Grantee to add said real property to Lot 35 of The First Addition of the Coburg Creek Subdivision.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF COBURG (Grantor)**

\_\_\_\_\_  
Adam Hanks, City Administrator, City of Coburg

<p>State of OREGON County of Lane</p> <p>This record was acknowledged before me on _____, 2023</p> <p>By Adan Hanks as City Administrator of City of Coburg.</p> <p>_____ Notary Public – State of Oregon</p>
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## COBURG CITY COUNCIL ACTION/ISSUE ITEM

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### TOPIC: Department of Land Conservation and Development (DLCD) for the 2023-2025 Technical Assistance Planning Grants

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Meeting Date: September 12, 2023

Staff Contact: Megan Winner, Planner

Contact: 541-682-7862, megan.winner@ci.coburg.or.us

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### REQUESTED COUNCIL ACTION

Authorize the City Administrator to sign an application to the Department of Land Conservation and Development (DLCD) for the 2023-2025 Technical Assistance Planning Grants for Local Governments to assist with updating the City's Buildable Lands Inventory (BLI) and approve the associated Council letter of support required as a grant application submittal.

#### ***Suggested motion:***

*I move that the City Council support and authorize the submittal of the grant application to the Department of Land Conservation for the 2023-25 Technical Assistance Grant to update the City's Buildable Lands Inventory*

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### POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED

City Council Goal #1: Livability, Health, and Vitality

City Council Goal #2: Utilities and Infrastructure Capacity

City Council Goal #5: Strategic Planning

City Council Goal #6: Economic Development

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### BACKGROUND

The Department of Land Conservation and Development (DLCD) provides resources to help Oregon communities prepare and update local land use plans to respond to growth management and resource protection issues and changes in state agency programs and requirements. Technical Assistance grants are typically used to complete needed planning requirements that are not on periodic review work programs, or to satisfy local planning needs. The deadline for all applications is October 2, 2023. There is no match requirement.

In Coburg, the proposed project is a Buildable Lands Inventory (BLI) update. The Buildable Lands Inventory is an assessment of the City's development capacity under current City plans, zoning, and market conditions to accommodate forecasted housing and employment needs through



the next 20 years. Oregon's statewide planning goals require cities to maintain at least a 20-year supply of land to accommodate forecasted housing and employment growth.

The most recent update to Coburg's BLI was conducted in 2010 and is currently outdated. An updated BLI will help Coburg intentionally plan for the future by providing information on economic development and housing opportunities and challenges, including issues related to transportation and infrastructure. Staff estimate the grant application will be for \$30,000-\$40,000.

**BUDGET**

If funds are awarded, grants revenues and expenditures will be recorded and processed within the City's general fund and staff will monitor the fund to determine if a supplemental budget will be required to be completed within the current fiscal year.

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**PUBLIC INVOLVEMENT**

None at this time.

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**NEXT STEPS**

Completion and submittal of grant application.

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**ATTACHMENTS**

- A. 2023-2025 Technical Assistance Grant Packet
  - B. Letter of Support from Council
-

# Department of Land Conservation and Development



## Application for Technical Assistance Grants

### 2023-2025

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Eligible Costs	4
Application Instructions	5
Application	attached

## TECHNICAL ASSISTANCE GRANTS

### PROGRAM DESCRIPTION

The Department of Land Conservation and Development (DLCD) provides resources to help Oregon communities prepare and update local land use plans and implementing ordinances to respond to growth management and resource protection issues and changes in state agency programs and requirements. Technical Assistance grants are typically used to complete needed planning requirements that are not on periodic review work programs, or to satisfy local planning needs.

DLCD's 2023-2025 budget has been approved by the Legislature, and the department invites Technical Assistance grant applications for the biennium. The department will target grants to fund projects that result in the highest priority outcomes, as explained in the "Eligible Projects and Evaluation Criteria" section of this application packet.

The general fund grant program this biennium will have only one round of applications. The deadline for all applications is **October 2, 2023**.

### WHO CAN APPLY

Technical Assistance grants will be accepted from the following:

- A city or county
- Cities and counties jointly with one jurisdiction as the contact
- Multiple cities and counties with one jurisdiction as the contact
- A council of governments on behalf of one or more local governments
- A recognized Tribal Government or group of tribal governments
- A regional planning agency
- A port district

### GRANT PROGRAM CONTACTS

DLCD staff are available to answer your questions regarding application requirements and status. **The first point of contact is the regional representative for your jurisdiction.** You can find the regional representative assigned to your jurisdiction or region at <https://www.oregon.gov/lcd/CPU/Pages/Regional-Representatives.aspx>.

Tribal governments are encouraged to contact Gordon Howard, Grant Program Manager, at 503-856-6935 or [gordon.howard@dlcd.oregon.gov](mailto:gordon.howard@dlcd.oregon.gov).

If you cannot contact your regional representative, please contact:

Gordon Howard, Grant Program Manager, at 503-856-6935 or [gordon.howard@dlcd.oregon.gov](mailto:gordon.howard@dlcd.oregon.gov).

## ELIGIBLE PROJECTS AND EVALUATION CRITERIA

Technical Assistance grants are used to help complete projects that update comprehensive plans and implementing regulations, plan for specific areas or support inclusive planning activities. The *2023-2025 Grants Allocation Plan*, approved by the Land Conservation and Development Commission, lists the program priorities for use of Technical Assistance grant funds as follows (additional detail in “Program Priorities,” below):

1. Promote economic development.
2. Plan for resilience to natural hazards and climate change
3. Plan for resolution of a local planning issue, challenges in integrating conflicting statewide planning goals, or problem of statewide concern that can provide a framework, solutions, or guidance for similar programs to be implemented by other local governments around the state.
4. Provide infrastructure financing plans for urbanizing areas.
5. Update comprehensive plans and implementing codes to respond to changes in state law, regulatory streamlining, or significantly changed local conditions since the last plan update.

These are listed in priority order. Those planning projects that do not match these priorities are eligible, but the department will consider such projects after it has considered all projects that match these priorities; grants for these projects will be awarded based on the merits of the application as funds allow.

The Technical Assistance grant evaluation review criteria, explained in sections 1 through 8 below, address program priorities, considerations to ensure appropriate use of funds, and other program objectives. Please address these, as applicable, in your application attachment.

Projects are not expected to satisfy the non-mandatory criteria, but those that rate well under one or more of them will have an improved likelihood of success.

### 1. Project Objectives

The *project objectives* are clearly stated; address the problem, need, opportunity, and issues; are defined in a manner consistent with the statewide planning goals; and directly relate to a clear statement of expected outcomes. The project objectives need to be reasonably achievable.

### 2. Program Priorities

The project addresses the program priorities as follows:

1. Promote economic development. This priority is for planning or implementation projects that establish or further a community’s economic or community development objectives. This may include completing an economic opportunities analysis or a main street plan, establishing an urban renewal district, completing public facilities plans

for employment lands, or a variety of other projects that directly increase employment and economic development opportunities or benefit economic and community development efforts.

2. Plan for resilience to natural hazards and climate change. This priority is for grants that assist with: (a) creating or updating local natural hazards mitigation, climate adaptation, pre-disaster recovery, and planning to reduce climate pollution; (b) other studies and activities supporting local resilience to natural hazards, climate adaptation, pre-disaster recovery, and climate mitigation; (c) incorporating new natural hazards, climate adaptation, climate pollution reduction, and pre-disaster recovery data and policies, and related state goals, policies, and regulations, into comprehensive plans, land use and zoning regulations.

3. Plan for resolution of a local planning issue, challenges in integrating conflicting statewide planning goals, or problem of statewide concern that can provide a framework, solutions, or guidance for similar programs to be implemented by other local governments around the state. Examples include but are not limited to: plans for designation of non-resource lands under the provisions of ORS 215.788 to 215.794; zoning code revisions providing clear and objective standards for housing development applications on lands that are identified as being protected by Statewide Planning Goals 5, 6, 7, 15, 16, 17, and 18; implementation of climate-friendly areas rulemaking required by OAR 660-012-0310 to 0920; or utilization of the Collaborative Regional Problem Solving process of ORS 197.652 to 197.659.

4. Provide infrastructure financing plans for urbanizing areas and areas with redevelopment or infill potential. This priority is for projects that help a local government complete an infrastructure financing plan to prepare for and fund local infrastructure to support growth and development.

5. Update comprehensive plans and implementing codes to respond to changes in state law, regulatory streamlining, or significantly changed local conditions since the last plan update. Many local codes have not been updated in years. Technical assistance grants are often an opportunity to help modernize local regulations.

### 3. Project Description

The *approach, budget and products* are defined for every task and are reasonable considering the benefits of the project and the work proposed is reasonably likely to achieve the project objectives.

### 4. Grantee Capacity

The application and past performance on grant-funded projects (where applicable) demonstrate that there is *adequate local capability* to successfully manage the project.

### 5. RST Priorities

The project advances [\*Regional Solutions Team \(RST\) priorities\*](#). Each regional advisory committee sets priorities for the region, and grant applications will be assessed to determine whether the project furthers one or more of these priorities. *This is not mandatory*. That is, projects that do not closely align with RST priorities are eligible for a grant

award. However, those that clearly advance an RST priority will score better than those that do not.

## 6. Multiple Jurisdictions

The project *benefits multiple jurisdictions* or entities. This can be accomplished through a joint application by more than one local government, tribe, or service district, with the grant products benefitting each. Or the products of the grant may include a guidebook, template, or toolbox that will benefit the public or local governments or regions that did not receive the grant. *This is not mandatory*. Grantees are encouraged to work regionally or to create products with broad application, while DLCDC recognizes that the products of many projects will benefit only the grantee.

## 7. Equity & Inclusion

The applicant demonstrates a commitment to inclusion of priority populations. All proposals are expected to include deliverables related to inclusive outreach and engagement strategies. However, those that aim to address local and regional inequities related to local or regional land use planning issues through inclusive planning processes will receive additional points.

## 8. Leverage

A local cash or in-kind match is not required for individual grants. Typically for a local government to provide a cash match, the match must be budgeted ahead of time, which increases the lead time for project planning. Cash matches may also be particularly difficult for small jurisdictions. The required lead time and the uncertainty of grant awards present barriers to participation for some communities and may result in missed opportunities for the program. Regardless of any hard match requirement, however, a local government must provide in-kind resources for grant administration and must facilitate the local decision-making process.

## **REVIEW PROCESS**

Grant applications will be reviewed considering the program priorities in the Grants Allocation Plan and the evaluation criteria explained above. The department will award those grants that best satisfy these criteria.

The department will notify applicants of award decisions at the earliest time possible, usually within 60 days. Unsuccessful applications may be reconsidered if additional grant funds become available.

Once awards are determined, the DLCDC grant manager will work closely with the grantee to complete the scope of work and execute a grant agreement. Again, this will be completed at the earliest time possible; it usually takes 60 to 90 days after the award but can take longer depending on the complexity of the scope of work.

## **ELIGIBLE COSTS**

Grant funds may be expended only for direct project-related costs associated with the funded project. Eligible costs include salary of staff assigned to the project, consultant fees, postage, supplies, and printing.

Equipment purchases and indirect costs, including general administrative overhead and software costs, are not eligible.

Costs incurred prior to signing a grant agreement are not eligible project costs. This includes costs of preparing the grant application and preparing a statement of work for the grant agreement.

Grant funds are provided on a reimbursement basis for products in accordance with the reimbursement schedule specified in the grant agreement.

## **APPLICATION INSTRUCTIONS**

**1. Complete the grant application.** Be specific and thorough in describing all proposed grant products as described in the application form. Submit application materials **by October 2, 2023** to:

By e-mail (**required**) to: [DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov)

By mail to: Grants Administrative Specialist  
Department of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, Oregon 97301-2540

**2. Include a resolution or letter from the governing body of the city, county, district, or tribe demonstrating support for the project.** If the applicant is a council of governments on behalf of a city, a letter or resolution from the city council supporting the application must be included. The letter of support may be received by DLCD after the application submittal deadline, but it must be received before a grant is awarded.

3. DLCD will confirm receipt of applications by e-mail, review applications promptly, contact applicants if additional information is needed to complete review, and notify applicants of our decision.



September 12, 2023

Department of Land & Conservation Development  
RE: 2023-2025 Technical Assistance Grants for Local Governments

Consistent with the application submittal requirements for the 2023-2025 Technical Assistance Grants for Local Governments, the Coburg City Council approves and supports the application being developed and submitted that, if awarded, will provide funding to update the City's Buildable Lands Inventory (BLI).

It is understood by Council that the currently outdated BLI is a valuable tool to inform and assist in future land use and infrastructure decision making to effectively plan for future growth in our community.

The City of Coburg, through its Council, staff and community involvement has identified Livability, Health and Vitality; Utilities and Infrastructure Capacity; Strategic Planning; and Economic Development as goals for 2023. The BLI is an important tool in meeting each of these goals.

The Coburg City Council is appreciative of the opportunity to apply for these competitive grant funds and, if awarded, will leverage the funds to complete the BLI update to enhance future growth-related decision making within our community.

On behalf of the Coburg City Council,

Nancy Bell  
Mayor





# COBURG CITY COUNCIL

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## TOPIC: COBURG POLICE DEPARTMENT – QUARTERLY REPORT

Quarter ending: June 30<sup>th</sup>, 2023

Meeting Date: September 12<sup>th</sup>, 2023

Staff Contact: Larry Larson

Contact: 541-682-7855, [Larry.Larson@ci.coburg.or.us](mailto:Larry.Larson@ci.coburg.or.us)

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### POLICE STATS FOR QUARTER ENDED JUNE 30, 2023

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

**1. Traffic/person stops**

Traffic stops, person stops, truck inspections,

**2. Patrol/business checks**

**3. Person Crimes/calls for service**

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

**4. Property crimes/calls for service**

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

**5. Society crimes/calls for service**

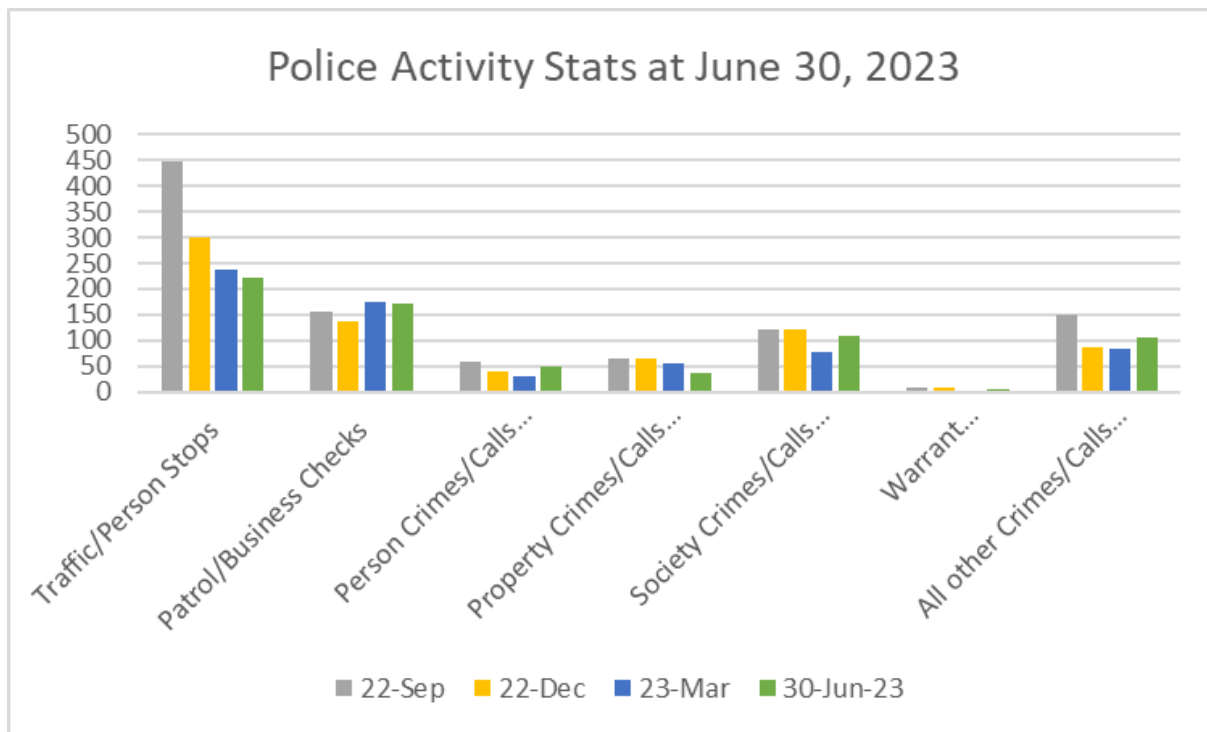
DUII, reckless driving, unlawful possession of a controlled substance, disorderly conduct, illegal camping, assist public, all dog and animal issues, suspicious vehicle, speeding vehicle, suspicious conditions, abandoned vehicle, traffic hazard, ATL drunk driver, disabled vehicle, city ordinance violations,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

**6. Warrant arrests/fugitive from Justice**

**7. All other crimes/calls for service**

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

1. Traffic/Person stops	223
2. Patrol/ business checks	170
3. Person Crimes/calls for service	48
4. Property crimes/calls for service	37
5. Society crimes/calls for service	109
6. Warrant arrest/fugitive from justice	4
7. All other crimes/calls for service	105



**Below is a list of and type of calls for service for Coburg Police Department April 1, 2023 – June 30, 2023**

- |                             |                       |                       |
|-----------------------------|-----------------------|-----------------------|
| Death Investigation         | Harassment            | Dog at Large          |
| Unlawful Entry into vehicle | Patrol check          | Lost Property         |
| Traffic stop                | Disabled Vehicle      | Prisoner Transport    |
| Truck Inspection            | Loud Noise            | Warrant Arrest        |
| Illegal Parking             | Animal Complaint      | Criminal Trespass     |
| Welfare check               | Theft                 | Suspicious Conditions |
| Prisoner Transport          | Vehicle Tow           | Sodomy                |
| Court                       | Vehicle Tow           | Training              |
| Locate Subject              | Open Door             | Locate Subject        |
| Disorderly Subject          | Suspicious Conditions | Rape                  |

VIN inspection  
Assist Fire Department  
Alarm  
Business Check  
Follow up investigation  
Criminal Mischief  
Illegal Camping  
Sex Abuse

Assist OSP  
Dispute  
Subject down  
Police Officer Hold (Mental Hold)  
Attempt to locate drunk driver  
Vehicle Impound  
DUII  
Assist Public

Incomplete 911 Call  
Citizen Contact  
Business Check  
VIN Inspection  
Motor Vehicle Accident  
Civil Standby

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### POLICE HOURS RECORDED

ACTIVITY	31-Dec-22	30-Jun-23
Police Administration	1102.5	1306
Court Duty	37	15
Police Activity/Patrol	2401	2585
Harrisburg Patrol	105	105
Oakridge Patrol	0	0
Special - ODOT Grant Focus	26	28.25
US Marshall Task Force	0	0
Military Leave	0	40
Training	135	93.75
Leave/Time Off	260	65
<b>Total</b>	<b>4066.5</b>	<b>4238</b>

