



AGENDA CITY COUNCIL

91136 N Willamette Street

541-682-7852 | coburgoregon.org

Tuesday, March 11, 2025 at 6:00 PM

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

CALL THE CITY COUNCIL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR COMMENTS

1. Child Abuse Awareness Proclamation
2. Arbor Day Proclamation

AGENDA REVIEW

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

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

3. Minutes February 11, 2025 City Council
4. Minutes February 22, 2025, City Council Annual Retreat

SPECIAL GUEST

5. Travel Lane County - Andy Vobora

ORDINANCES, RESOLUTIONS AND CONTRACTS

6. **Public Hearing | First Reading**
ORDINANCE A-234-A AN ORDINANCE GRANTING TO HUNTER COMMUNICATIONS INC., A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN A FIBER-BASED SERVICE FACILITY; TO OCCUPY CITY RIGHTS-OF-WAY; AND TO PROVIDE FIBER-BASED SERVICES IN THE CITY OF COBURG, OREGON, AND REPEALING A-234
7. **RESOLUTION 2025-03** A RESOLUTION ADOPTING THE COUNCIL RULES OF GOVERNANCE
8. **RESOLUTION 2025-05** A RESOLUTION ADOPTING THE FISCAL YEAR 2025-26 CITY COUNCIL FRAMEWORK

COUNCIL ACTION ITEMS

9. Budget Officer Appointment

ADMINISTRATIVE INFORMATION REPORTS

10. University of Oregon Community Survey Project

11. Police Department Quarterly Report
12. Finance Quarterly Report
13. Administrative Monthly Report

COUNCIL COMMENTS AND LIAISON UPDATES

- [14.](#) Councilor Liaison Appointments

UPCOMING AGENDA ITEMS

FUTURE MEETINGS

- March 18 Park Tree Committee
March 19 Planning Commission
April 8 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.



Child Abuse Prevention Month Proclamation

Every child is a precious and unique gift who deserves the security of a healthy home.

We all have a responsibility, as individuals, neighbors, community member, and citizens of Coburg to help create healthy, safe, nurturing experiences for children.

Preventing child abuse and neglect is a community value that depends on the involvement and education of citizens throughout the community.

Safe and healthy childhoods help produce confident and successful adults.

Child abuse and neglect not only directly harm children, but the trauma can also increase the likelihood of health problems, alcohol and substance abuse, continued family violence and criminal behavior.

Effective child abuse prevention programs succeed because of partnerships among social service agencies, schools, faith communities, law enforcement agencies and the business community.

We acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promoting the social and emotional well-being of children in a safe, stable, nurturing environment.

I Nancy Bell, Mayor of the City of Coburg, do hereby proclaim April 2025 as “**Child Abuse Prevention Month**” and call upon all citizens, community agencies, faith groups, and businesses to increase their participation in our efforts to support children and their families in living safe and healthy lives, therefore, preventing child abuse and strengthening the communities in which we live.

Proclaimed this 11th day of March, 2025

Nancy Bell, Mayor

Attest: _____
Sammy Egbert, City Recorder



ARBOR DAY PROCLAMATION

In 1872 Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees.

That special day became known as ARBOR DAY. It was observed by the planting of more than a million trees in the State of Nebraska.

Arbor Day is now observed throughout the nation and the world.

Trees can reduce the erosion of precious top soil by wind and water, lower heating and cooling cost, moderate the temperature, clean the air, produce oxygen and create woodlands and habitats for wildlife.

Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products.

Trees, wherever they are planted, are a source of joy and spiritual renewal.

In keeping up with the spirit of Sterling Morton’s dream, I Nancy Bell, Mayor of the City of Coburg, do hereby proclaim April 25, 2025, as Arbor Day in the City of Coburg, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands; and

I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Proclaimed this 11th day of March, 2025

Nancy Bell, Mayor

Attest

Sammy Egbert, City Recorder



COBURG CHARTER SCHOOL CELEBRATES
2024 ARBOR DAY
WITH OUR PUBLIC WORKS DEPARTMENT!





MINUTES
Coburg City Council Meeting
February 11, 2025 at 6:00 PM
Coburg City Hall
91136 N Willamette Street

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

MEMBERS ABSENT: none

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

GUESTS PRESENT: Umpqua Valley Financial (via ZOOM), Hannah Gust, Senator Hayden

RECORDED BY: Madison Balcom, Administrative Assistant

CALL TO ORDER

Mayor Bell called the City Council meeting to order at 6:29pm.

PLEDGE OF ALLEGIANCE

Special guest, Hannah Gust, led the Pledge of Allegiance.

ROLL CALL

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

MAYOR COMMENTS

Mayor Bell reminded the council that she will be doing liaison assignments in the coming weeks.

AGENDA REVIEW

Mr. Hanks noted a few modifications. The administration report was emailed out and handed out in the red folder. The police department quarterly report will be postponed to the March meeting, where they will present the last two quarters, allowing staff time to work some things out and catch up. Lastly, Mr. Hanks also mentioned that Senator Hayden is also here as a special guest. Senator Hayden introduced himself and council welcomed him.

PUBLIC COMMENT

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

CONSENT AGENDA

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

1. **Minutes from January 14, 2025 City Council Meeting**
2. **Minutes from January 28, 2025 City Council Work Session**

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

The motion passed unanimously — 6:0.

SPECIAL GUESTS

3. **Annual Comprehensive Financial Report (ACFR) for Fiscal Year ending June 30, 2024, by Umpqua Valley Financial**

Mr. Hanks mentioned that Finance Director, Greg Peck, does the majority of the work with the auditors, and does a great job. They are happy with the audit and the report they received.

Steve Tuchscherer, with Umpqua Valley Financial, presented the fiscal year 2023-24 audit report.

Senator Hayden briefly discussed what is going on in Salem, and some of them mandates in place.

Hannah Gust, from Troop 452 of Scouting America, explained that she is working to achieve her Eagle rank. In order to earn that rank she must complete a service project for her school, church or community, in which she chose a project to benefit her community, which is designing and installing new welcome signs for Coburg. She has begun the design process and hopes to have them ready in the next few months. There is a flyer and survey for community input and ideas.

ORDINANCES, RESOLUTIONS AND CONTRACTS

4. **Second Reading**

ORDINANCE A-163-V AN ORDINANCE ADOPTING THE OREGON CRIMINAL CODE, OREGON UNIFORM CONTROLLED SUBSTANCE ACT, OREGON LIQUOR CONTROL ACT, AND THE OREGON MOTOR VEHICLE CODE; REPEALING ORDINANCE A-163-U

Coburg Police Chief, Larry Larson, briefly explained the Ordinance, which is an annual requirement that allows Coburg Police to write citations into the Coburg Municipal Court.

MOTION: Councilor Bouwman, seconded by Councilor Smith moved to adopt Ordinance A-163-V An Ordinance adopting the Criminal Code, Oregon Uniform Controlled Substance Act, Oregon Liquor Control Act, and the Oregon Motor Vehicle Code; repealing Ordinance A-163-U.

The motion passed unanimously — 6:0.

5. RESOLUTION 2025-02 A RESOLUTION ADOPTING THE 2025 to 2030 CAPITAL IMPROVEMENT PLAN

Mr. Hanks gave a staff report for Resolution 2025-02 and went over the 2025 to 2030 CIP document. They discussed the solar project capabilities at the wastewater plant and decided to add that project to the CIP as well.

Mr. Lehmann asked about the process of a project being added to this list. Ms. Engebretson also asked about the timing and process of the capital projects and funding needs, and when he envisions having more council conversations about those. Mr. Hanks explained their process of picking projects and putting together the list, and also the funding mechanisms available for use on these projects.

Ms. Smith also expressed the need for prioritizing the projects in these areas. However, Mr. Hanks noted that this document is the prioritization, and it matches the master plans. He talked about the funding sources and need for funding as well. Administration and Parks have the most revenue issues coming from the general fund.

MOTION: Councilor Lehmann, seconded by Councilor Bouwman, moved to approve RESOLUTION 2025-02 A resolution adopting 2025 to 2030 Capital Improvement Plan as amended, adding the solar project at the wastewater plant.

The motion passed unanimously — 6:0.

COUNCIL ACTION ITEMS

6. Annual Comprehensive Financial Report (ACFR) for Fiscal Year ending June 30, 2024

This presentation was done earlier. There were no further questions regarding the report.

MOTION: Councilor Bouwman, seconded by Councilor Myers, moved to approve the Annual Comprehensive Financial Report for Fiscal Year ending June 30, 2024.

The motion passed unanimously — 6:0.

ADMINISTRATIVE INFORMATION REPORTS

7. Council Rules of Governance DRAFT

Mr. Hanks said he did get some feedback on this draft, which he updated the language on. Hanks noted that if councilors have any further input after this meeting, they can let him know.

8. Administrative Monthly Report

Mr. Hanks mentioned that item 2, the community survey, will launch Wednesday, February 12th.

9. Finance Report

Mr. Hanks briefly noted that finances are tracking generally well. The general fund facilities department is showing a higher percentage. They will be changing exactly how they do those reports.

There were no further questions regarding any of the reports.

COUNCIL COMMENTS AND LIAISON UPDATES

10. Councilor Liaison Discussion

Mayor Bell would like Council to let her know what they would like their liaison assignments to be, and she will assign those in March.

Ms. Smith said that the Park and Tree Committee will be having a work party at Norma Pfeiffer Park on February 17th at 9am. Smith also suggested that the committee come up with their park’s priorities for the next few years, as budget season gets closer. They are also working on the medallions for the veteran’s park.

ADJOURNMENT

Mayor Bell adjourned the meeting at 8:05 pm.

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

Nancy Bell, Mayor of Coburg

ATTEST: _____
Sammy L. Egbert, City Recorder



MINUTES

Coburg City Council Retreat

February 22, 2025 at 9:00 AM

Coburg City Hall

91136 N Willamette Street

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

MEMBERS ABSENT: none

GUESTS/STAFF PRESENT: Adam Hanks, City Administrator; Sammy Egbert, City Recorder

RECORDED BY: Madison Balcom, Administrative Assistant

CALL TO ORDER

Mayor Bell called the City Council Retreat to order at 9:00am.

ROLL CALL

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

CITY COUNCIL RETREAT

1. Retreat Schedule

Hanks presented a brief overview of the planned layout of the agenda for the day and detailed the contents of the retreat packet materials.

2. Welcome Letter from Mayor

Mayor Bell welcomed everyone and referred to the welcome letter in the retreat packet and noted that the year ahead will have its share of challenges, primarily financial, but that she felt encouraged by the Council's positivity and collaborative attitude and reiterated her gratitude for every Councilor's commitment to their role and their dedication to making Coburg a special community.

3. S and P Rating Report

Hanks directed Council to the Retreat Packet materials for the S & P Ratings Report and briefly described the results of the recently completed review that reduced the overall debt rating of the City of Coburg to an A- from an A+, a two level ratings drop. Hanks noted that the national criteria had changed in September of 2024, which put the City on a list for a re-review with the

new criteria. One level rating drop was due primarily to the small size of the organization and its budget, which is no fault of the City. The second rating drop was due to the fund balance of the general fund (7% of revenue). Hanks noted that the low fund balance was presented to Council as part of the Utility Rate Adjustment Council deliberations in December of 2024 and was also discussed in each of the past two budget adoption cycles. Hanks referred to the Council Framework document and the objective of updating the financial policies of the City, which includes the setting of ending fund balance targets for the City to budget to over a period of two to three budget cycles to return to acceptable fund balance levels within the General Fund and noted that somewhere between 15% and 20% would be a likely target for the General Fund and that each fund would likely have its own specific fund balance target based on the revenues, capital needs, cash flows and debt service within each fund.

Councilor Lehmann requested additional information on the rating system and where Coburg ranks among similarly sized cities in Oregon. Hanks agreed to research and return that information to Council in a future meeting.

4. December Financials

Hanks mentioned that the December financials make up the starting point for the proposed budget and are contained in the Retreat Packet for reference only as they have previously been presented to Council at the February Council meeting. Council noted the fund balance levels for each of the four operating funds and agreed that fund balance targets are important to establish.

5. Capital Improvement Plan

Similar to the Financials, the CIP was included in the packet for reference and to provide context to the discussion of the overall financial condition of the City and the long term debt the City currently carries. Hanks noted that nearly all of the projects identified for completion in the upcoming two fiscal years are funded with either grants or loans and projects beyond that time horizon do not yet have funding identified and may need to be reassigned to future years depending on funding availability.

6. Long Term Debt

Hanks highlighted several pages included in the retreat packet from the recently approved FY24 audit that summarize long-term debt noting that this is the only financial document that fully displays all of the elements of the City's debt.

7. Council Rules

Hanks noted that the draft Council Rules have been provided to Council in two prior Council meetings and are included in the retreat packet in case additional discussion was desired. Otherwise, the prior suggestions have been included and staff will finish the final edits and present the Council Rules in resolution approval format at the March meeting. Council felt generally pleased with the document and appreciated the work done by all to this point.

8. Council Framework

Hanks presented the 2024 Council Framework document and described the edits made for retreat discussion purposes noting that a section was added for FY25 Actions taken with summary action bullets, a section was added for FY26 Planned Actions, a grade was given for

each objective based on the progress and a priority level (one to three, one being the highest priority) given to each objective to assist in Council dialogue to help shape the 2025-26 Framework document that will be presented with retreat infused amendments at the March Council Meeting. Hanks and Council spent over an hour reviewing each objective, understanding the progress made, the next steps necessary to move forward and provided input to staff on the priority level of each objective.

In addition to the presentation and discussion of the items listed above, Council participated in a long-range thinking exercise and was asked to comment on issues, concerns and opportunities for Coburg between now and 2025 (ten years). Council discussion focused on the (in)ability to provide housing options for both young and aging community members, upcoming challenges for economic development opportunities given the size of the community, the economic challenges of maintaining and expanding infrastructure to serve the existing community and future growth needs and had a lengthy discussion on the value and funding challenges of the Coburg Police Department. Council agreed that the next steps in the funding discussion relate to the upcoming general fund revenue options recommendations from the Council Revenue Sub-committee to be presented at the March Council meeting and furthermore recognized that additional funding conversations and options will need to be developed in the months and years beyond the immediate funding needs to be deliberated on in the March meeting.

ADJOURNMENT

Mayor Bell adjourned the meeting at 3:20 pm.

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

Nancy Bell, Mayor of Coburg

ATTEST: _____
Sammy L. Egbert, City Recorder



Adoption of Telecommunications Franchise Agreement

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

Meeting Date	Staff Contact	Email
March 11, 2024	Adam Hanks, City Administrator	Adam.Hanks@ci.coburg.or.us

SUMMARY AND REQUESTED COUNCIL ACTION

The City of Coburg has a number of franchise agreements with utilities that utilize City rights of way to provide services to residents and businesses of Coburg. Hunter Communications is requesting a renewal of its currently expired, existing telecommunications franchise agreement. Authority, limitations, compensation and operating and reporting requirements for this right are defined and described in Ordinance A-234-A and is presented to Council for first reading with this public hearing. Final ordinance review and approval will be scheduled for second reading at the April 8, 2025 Council meeting public hearing.

Suggested Motion

I move to approve first reading of Ordinance A-234-A, an ordinance granting to Hunter Communications & Technologies a non-exclusive franchise and right to construct, operate and maintain a fiber-based service facility; to occupy City rights of way; and to provide fiber-based services in the City of Coburg, Oregon and move the ordinance to a second reading for final approval and adoption.

BACKGROUND

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

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

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

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

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

RECOMMENDATION

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

BUDGET / FINANCIAL IMPACT

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

PUBLIC INVOLVEMENT

The last public meeting regarding this franchise agreement was held on July 14, 2015.

NEXT STEPS

Upon Council approval of first reading, a second reading of the ordinance will be scheduled. Upon final approval, staff will coordinate with Hunter Communications for acceptance and execution of the agreement.

ATTACHMENTS

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

ORDINANCE A-234-A

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

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

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

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

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

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

THE CITY OF COBURG ORDAINS AS FOLLOWS:

Section 1. Definitions. As used in this ordinance:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Conditions on Right of Way Occupancy.

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

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

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

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

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

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

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

Section 7. City Rights in Franchise.

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

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

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

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

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

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

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

Section 9. Grantee Records and Reports.

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

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

Section 11. Enforcement and Termination of Franchise for Violation.

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

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

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

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

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

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

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

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

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

TO CITY:

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

TO GRANTEE:

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

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

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

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

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

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

ORDINANCE NO. ____

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

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

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

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

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

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

THE CITY OF Coburg ORDAINS AS FOLLOWS:

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

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

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

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

"Council" means the City Council of the City of _____Coburg, Oregon.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Conditions on Right of Way Occupancy.

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

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

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

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

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

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

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

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

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

Section 7. City Rights in Franchise.

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

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

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

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

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

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

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

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

Section 9. Grantee Records and Reports.

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

franchise is at issue.

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

Section 11. Enforcement and Termination of Franchise for Violation.

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

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

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

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

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

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

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

TO CITY:

City of _____ Attn: City Administrator

TO GRANTEE:

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

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

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

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

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

AYES _____

NAYS _____

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

MAYOR

ATTEST:

City Recorder

Accepted:

Hunter Communications & Technologies LLC.

By (name) _____ Date _____

RESOLUTION 2025-03

A RESOLUTION ADOPTING CITY COUNCIL RULES OF GOVERNANCE

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

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

WHEREAS, the state legislature amended the Oregon Public Meeting law to require virtual attendance and participation in public meetings; and.

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

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

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

THE CITY OF COBURG RESOLVES AS FOLLOWS:

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

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

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

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

Nancy Bell, Mayor

ATTEST: _____
Sammy L. Egbert, City Recorder



Resolution 2025-05 2026 Council Framework & Objectives Adoption

Meeting Date	Staff Contact	Email
March 11, 2024	Adam Hanks, City Administrator	Adam.Hanks@ci.coburg.or.us

SUMMARY AND REQUESTED COUNCIL ACTION

In March of 2024, Council formally approved the use of a document titled “Framework for Continued Progress” as a structure for the development and successful implementation of primarily mid and long-range Council goals for the community and the organization. The attached 2026 Framework document provides an update on accomplishments and progress towards implementation of the objectives over the past twelve months, as well as describing and prioritizing planned actions in the coming fiscal year and beyond to continue progress and implementation of all Framework objectives.

Suggested Motion

I move to adopt Resolution 2025-05, a resolution adopting the 2026 Update of the City of Coburg Framework for Continued Progress.

BACKGROUND

As part of the 2024 Council Retreat held February 1, 2024, staff presented the Framework document format as an alternative to the prior Council Goals and Action format for discussing, setting and tracking the shared Council and staff workplan for the coming year and beyond. The intention of the Framework is to provide a clear set of major functional categories for specific objectives to be grouped within that helps Council, staff and the community understand how the range of actions to be taken fit together into major themes and how they overlap and connect with work in other categories.

At the highest level, the Framework makes clear that the purpose of work of the City (Council, staff, volunteers and partners) is to support the residents, businesses and visitors that shape the community. All of the work of the City can be housed within these five high level categories:

- Our Community.... Community Safety, Economy, Livability and Engagement
- Our Natural Resources.... Water, Trees and Hazard Mitigation
- Our Government.... Organizational Health, Development and Effectiveness
- Our Utility Systems.... Infrastructure Planning, Investment & Management
- Our Financial Resources.... Financial Planning & Management

The 2026 Framework Update contains several new areas of content.

- Accomplishments over the prior twelve months (FY2025) were added as a separate section
- A grade was assigned to assist in designating progress over the prior twelve months
- A list of actions for the upcoming twelve month period was created
- Specific objective level priority levels were established and recorded (1 to 3 with 1 being highest priority)

The 2026 Framework Update was presented to Council at the February 22, 2025 Council Retreat and was extensively discussed and reviewed prior to it coming forward for formal Council consideration and approval.

RECOMMENDATION

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

BUDGET / FINANCIAL IMPACT

The Framework process and document has no direct budget implications other than staff time, but does form the basis for much of the staff and Council workplan and informs the development of the proposed budget for the coming fiscal year.

PUBLIC INVOLVEMENT

The Draft 2026 Framework Update was provided in the February 22, 2025 Council Retreat packet materials that were a part of the public noticing and were available at the Retreat for public review.

NEXT STEPS

Staff will utilize the updated Framework to continue its work in the implementation of the listed objectives and will provide updates to Council as notable progress targets are reached.

ATTACHMENTS

1. Draft Resolution 2025-05
2. Draft 2026 Framework Update

RESOLUTION 2025-05

A RESOLUTION ADOPTING THE CITY OF COBURG 2026 FRAMEWORK UPDATE

WHEREAS, the City of Coburg Council desires to set goals and objectives to guide the work of staff on an annual basis in a manner that is organized, understandable and available to residents and businesses it serves and supports and;

WHEREAS, the City of Coburg utilizes the “City of Coburg Framework for Continued Progress” to establish, organize and implement Council level objectives and;

WHEREAS, the Council meets annually for a full day retreat to review the objectives, receive updates on actions and progress from staff and collectively put forward future actions planned to further the implementation of the Framework;

THE CITY OF COBURG RESOLVES AS FOLLOWS:

Section 1. The 2026 Update to City of Coburg Framework for Continue Progress, attached as Exhibit A, is adopted.

Section 2. This resolution is effective immediately upon its approval, and passage.

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

Nancy Bell, Mayor

Attest: _____
Sammy L. Egbert, City Recorder



City of Coburg

Framework for Continued Progress

The Coburg City Council exists to support the needs and desires of the community by providing critical core services such as clean drinking water, wastewater treatment, public safety and transportation and parks systems. The Council is responsible for ensuring all operations and infrastructure funds are maximized to meet the current and future needs of the community.

To meet these objectives, the 2025 City Council has reviewed, updated and set priorities for its multi-year, comprehensive workplan framework that was first developed and utilized in 2024. This Framework document is intended to continue to evolve as staff, Council and the community collective make progress on the existing objectives and adds new objectives as necessary, desired and feasible.

This workplan is presented and labeled as a Framework to convey that these overarching categories function as long-range anchor groupings to organize individual objectives and associated tasks and actions to complete over a given time horizon that is unique to each objective.

Summary level accomplishments, planned actions for the upcoming year, a progress grade (A-F) and a priority ranking (1-3 with 1 highest priority) presented by staff and discussed by Council at the 2025 Council Retreat have been added to the newly created appendix which will house future annual reviews as the Framework is further refined and expanded.

Our Community

Community Safety, Economy, Livability & Engagement

Our Natural Resources

Water, Trees & Hazard Mitigation

Our Government

Organizational Health, Development & Effectiveness

Our Utility Systems

Infrastructure Planning, Investment & Management

Our Financial Resources

Financial Planning & Management

I. Our Community

Community Safety, Economy,
Livability & Engagement

1) Emergency Management & Response

Continued and ongoing education, training and acquisition of tools, equipment and technology is critical to ensure City staff are as prepared and equipped to respond both directly and in a support role to all types and scales of emergencies that occur and impact residents and businesses of Coburg. A review of the City's existing Emergency Operations Plan and Continuity of Operations Plan along with the development and implementation of a schedule of event scenario trainings should be prioritized.

FY2026 Actions

- Training and local use of Lane County Emergency notification system (Everbridge)
- BRIC Grant application for Water Storage seismic improvements and tree management/mitigation
- Design and "shovel ready" actions for Gas/Diesel fuel station at PW Operations facility
- Review of EOP and COOP
- Tabletop with Lane County support at PW Ops EOC with hazmat "situation"

FY26 Priority = 2

2) Community Communication & Engagement Plan

Effective communication and community engagement is an ever-evolving objective. The development of an updated comprehensive communication plan provides a review of existing communication channels (website, social media, etc), identifies inconsistency in the use of the channels and the tools used to develop and distribute content (document templates, videos, signage, etc). Engagement techniques to be reviewed and developed include community surveys, town halls, recognition/appreciation events, City committee structure, scope and duration.

FY2026 Actions

- Completion and launch of refreshed City website
- Coburg Creek Park Design Concepts survey (fall 2026)
- Advisory Committee Assessment – Structure, scope, frequency, etc
- Expansion of videos for City Operations, programs activities + Mayor/Council

FY2026 Priority = 2

3) Code Compliance Review and Strategy

The development of an agreed upon strategy and structure to equitably, efficiently and effectively achieve compliance with various City ordinances will provide City Council and the community with clarity on the process utilized to prioritize compliance efforts, differentiate proactive vs. reactive (complaint based) compliance and clearly label when efforts transition from compliance to enforcement. The review and resulting strategy will also identify the resources needed to operate the program based on the level of service determined by Council.

FY2026 Actions

- Evaluate shared Code Compliance program with City of Harrisburg Police intergovernmental Agreement (IGA)
- Assess ability of 0.5 FTE Police Technician position to manage intake/oversight of Citywide Code Compliance program
- Develop Code Compliance document library for most common issues/violations

FY2026 Priority = 3

4) Economic Support and Development Strategy

Coburg benefits greatly from the economic development efforts of its regional and state-level partners. Development of a local staff level strategy provides base level support for existing and future Coburg businesses and gives Council and staff a clear understanding of its role as well as the level of staff resources required to implement the program at the level selected by Council. The recent establishment of Coburg Main Street provides renewed opportunity for engagement and programming to support and expand retail, food service and other business sectors. The recently annexed 107acre light industrial lands to the east of I-5 provide an opportunity to examine and plan for water and wastewater infrastructure expansion to support valuable job and valuation growth in Coburg's light industrial sector.

FY2026 Actions

- Develop IOOF renovations master plan/priority list to assist with grant funding evaluation, application and award
- Conduct two business surveys to understand local services/support needs
 - Retail/services for downtown/tourism
 - Light industrial
- Continue to work on infrastructure planning/funding to support future water and wastewater capacity needs for Ravin Ventures property and other key industrial development lands

FY2026 Priority = 1

II. Our Natural Resources

Water, Trees & Hazard Mitigation

1) Parks and Open Space Master Plan Review

Coburg has developed and utilized a Parks and Open Space Master Plan to guide the development of its existing and future park and open space lands. The full plan was adopted in 2005 and was most recently updated in 2019. Continued success, support and enjoyment of Coburg's park system requires periodic review of the master plan to evaluate policy outcomes, management/maintenance discoveries and issues to resolve, prior and future demographic forecasts, regulatory changes and funding/resources required to maintain the level of service desired and expected from the Council and the community. Options available to Council and the community for continued investment in the care, maintenance and desired expansion of the park system should also be a component of this review.

FY2026 Actions

- Park and Tree Committee Master Plan "retreat" preliminarily scheduled for June or July of 2025
- Coburg Creek Park Community engagement process will involve the Park and Tree Committee and may integrate with the Master Plan review process.
- Review and recommendations for the Draft Vegetation Management and Maintenance Plan will be an operational component of the Master Plan review process.

FY2026 Priority = 2

2) Long Range Planning – Land Use and Transportation

Coburg must soon resolve its current state land use challenges relating to its availability of lands, primarily residential, for future growth. All local jurisdictions in Oregon must plan for and maintain lands available for inclusion into their city limits via annexation through the use of an urban growth boundary. Coburg does not currently have any lands designated for future urban growth (city limits boundary line = urban growth boundary line). The first step in determining the need, scale and type of land needed is by completing a Buildable Lands Inventory (BLI). This analysis examines the full build-out potential for lands already within the City limits and calculates the amount of residential, commercial and/or industrial land that must be created within the urban growth boundary.

The BLI analysis feeds into the transportation future planning needs of the City, culminating in the Transportation System Plan (TSP). Future growth and its impact on transportation, water/wastewater infrastructure, public safety and parks systems all converge in the City's Comprehensive Plan, a state mandated long range planning tool that both Staff and the Planning Commission will be reviewing with the objective of prioritizing potential revisions and updates that it will recommend Council consider undertaking in future years.

FY2026 Actions

- Prepare and submit grant application for Buildable Lands Inventory
- Complete implementation of statewide requirements for Climate Friendly & Equitable Communities parking reform, design standards, Senate Bill 1537, flood plain PICM, etc
- Pursue funding opportunities for Transportation System Plan (TSP) Update
- Project participation and oversight for STIP funded (City match) East/West Commuter Connector Feasibility Study

FY2026 Priority = 2

3) Tree Management and Maintenance Plan – Public and Private Property

Short- and long-term community impacts of wind and ice weather events are heavily influenced and affected by tree related damage. Downed trees and major tree limbs cause power and internet outages, obstruct travel lanes for emergency vehicles and pose significant risk to human life. An action plan and funding to evaluate, remove and trim the tree canopy throughout the community is a valuable community risk reduction opportunity. Emergency management/Risk Reduction Grant funding may be a potential source of funds.

FY2026 Priority

- Secure grant funding to develop Tree Management and Maintenance Plan
- Ensure existing City Arborist contracts meet FEMA requirements for reimbursement eligibility
- Develop protocols for data collection for tree related actions associated with storm/emergency events for reimbursement eligibility

FY2026 Priority = 3

4) Vegetation Management and Maintenance Plan

Significant resources are expended to manage vegetation within all public lands in Coburg, primarily in three categories; formal, landscaped park lands, open space (wetlands, trails) and unimproved rights of way and natural storm water areas. To maintain current desired service levels for vegetation management, a different approach and deployment of resources will need to be developed. A management and maintenance plan examines current conditions, develops options for physical alterations that improves the efficiency of maintenance operations while maintaining or enhancing an areas visual and functional appeal and establishes schedules, costs and priorities for whatever level of resources are allocated to this program.

FY2026 Actions

- Final review, approval and implementation of the Plan in summer of 2025
- Review of initial implementation and suggested modifications in winter 2025/Spring 2026 for the 2026 growing season

FY2026 Priority = 2

III. Our Government

Organizational Health, Development & Effectiveness

1) Technology Assessment and Action Plan

While not typically seen by Council or the community, the operations of the City rely heavily on technology. A technology assessment and action plan provides for a comprehensive review of the existing software, hardware and associated equipment currently in use, its lifecycle value and replacement cost and ongoing service/subscription/maintenance fees.

Assessment categories include: Network and workstation hardware/software, mobile/field devices, financial systems software, Water and Wastewater system SCADA (Supervisory control and data acquisition), software PD body cameras, communications systems, facilities monitoring (alarm, camera, locks). Action plan includes evaluation and budget strategy of alternative technologies, new tech implementation, replacement schedules, etc

FY2026 Actions

- Expand SCADA controls to enhance water system remote monitoring and reporting
- Complete network/desktop replacement schedule master plan, including specifications for hardware standardization across system
- Implementation of expanded security/monitory systems (door locks, cameras, alarms) for all City facilities – public parks restrooms, water system sites, WWTP,etc)

FY2026 Priority = 1

2) Codification of Ordinances

Coburg is one of a relatively small number of local municipal governments in Oregon that has not assembled its ordinances and regulations into a formal, unified Municipal Code. The ordinances, resolutions, contracts and other foundational documents that set and guide the operations of the City and regulate a variety of matters throughout the community are all currently properly maintained, stored and retained consistent with state law. The purpose of codification is to organize the disparate ordinances under a cohesive, logical framework of chapters and sections bringing uniformity, ease of access and further transparency of local governance.

FY2026 Actions

- Execute contract with vendor to initiate project in fall/winter of 2025
- Work with vendor throughout FY26 and likely into FY27 to migrate all ordinances into model code format, identify and resolve duplication, inconsistency in definition of terms, etc with legal service assistance and Council review and approval as necessary.

FY2026 Priority = 2

3) Human Resources Assessment and Action Plan

Human capital, i.e. City Staff, is the single largest annual financial investment in the annual operating budget. An HR Assessment and Action Plan involves a review and proposed updates to the Employee Handbook, compensation plan, job descriptions, performance review program, as well as the development of an employee wellness program. The Action Plan will include recommendations for both administrative and Council policy level decision making and implementation.

FY2026 Actions

- Utilize CIS for more comprehensive update of Employee Policy Manual
- Complete minimum of 50% of Job Description review/updates
- Formalize wellness discussion/activities into a complete Employee Wellness Plan

FY2026 Priority = 2

4) Strategic Planning

The annual Council goal setting and workplan retreat and document adoption form a solid base to move the organization and community forward to the development of a Strategic Plan. Formally connecting vision, goals, objectives and actions over a multi-year timeframe that includes measurable benchmarks for tracking progress, cost and outcome is a natural next step in effectively delivering high levels of service that support, protect and enhance the livability of Coburg.

FY2026 Actions

- Develop a Strategic Planning Process with Council in fall/winter of 2025 to kick off implementation of the process with the 2026 Council Retreat

FY2026 Priority = 3

IV. Our Utility Systems

Infrastructure Planning,
Investment & Management

1) Capital Improvements Plan (CIP)

A strong Capital Improvements Plan is a foundational financial planning document for all nonoperating investments made by the City for the benefit of the community. The CIP is a multi-year (typically 5-year) plan for any capital infrastructure investments above and beyond operational repair and maintenance. CIP projects typically come from utility infrastructure master plans and other similar long-range system analysis documents. CIP categories include Water System, Wastewater System, Transportation (Streets) System, Storm Drain System, Parks and Open Space, Facilities and major equipment/technology.

A CIP provides Council and the community with a clear understanding of the major investments, timing, costs and reasons for the projects that impact the rates and fees charged to maintain, upgrade and/or replace infrastructure the community relies on as part of their daily lives. The CIP is presented to Council each spring prior to the annual budget process to shape the proposed annual budget presented by the City Administrator to the Budget Committee and ultimately City Council.

FY2026 Actions

- Update the CIP document template/format to provide improved description of projects in the first two years of the five plus year planning horizon (narrative, maps, etc)
- Continue to improve fiscal year and cost allocation (engineering/design, permitting vs. Construction)

FY2026 Priority = 3

2) Wastewater Facility Plan

An update to the full Wastewater System Plan will commence in the spring of 2024 and will continue into the coming fiscal year. This facility plan update will provide staff and Council with a review of the condition of the treatment plant, its current excess capacity, its expected upcoming necessary capital investments and an estimate of it reaching its full capacity requiring an expansion of the plant to add new capacity. This will directly connect with the FY25-26 CIP as a key component of long-term utility infrastructure planning.

FY2026 Actions

- Future actions will be developed and implemented based on the recommendations of the final Analysis report, available funds and Council direction.

FY2026 Priority = 3

3) Storm Water Master Plan

Currently in development, the Storm Water Master Plan will provide similar data and planning forecasts as the above-mentioned Wastewater Plan. The plan will also contain plans for maintaining compliance with increasing state and federal levels of storm drain system regulations. Future infrastructure improvement projects will require funding sources that do not currently exist and this plan will provide baseline costs and will inform rate making decisions that will need to be discussed and determined within the next 18-24 months.

FY2026 Actions

- Development, presentation and Council deliberation/decision on a Storm Drain Maintenance Fee and Storm Drain System Development Charge targeted for Winter 2025/Spring 2026
- Other storm drain related actions and activities will be based on the recommendations of the Master Plan, staff capacity, financial resources and Council direction.

FY2026 Priority = 3

4) Street Preservation and Improvement Strategy Plan

With the successful creation of two local funding sources, the transportation utility fee and the local gas tax, Coburg has implemented aggressive street preservation and improvement work. Costs associated with both preservation and improvement have steadily increased requiring a review of the complete pavement management system analysis of the local street infrastructure to reset the project priorities, reduce the annual project list or determine the required additional funding necessary to maintain the current level of preservation and improvement projects and road miles treated.

FY2026 Actions

- Develop IGA with Lane County to integrate Coburg local street preservation into Lane County pavement management contracts to more cost effectively treat local streets.
- Update pavement management system grading/scoring of local streets to update/revise prioritization of needed maintenance, preservation and/or reconstruction

FY2026 Priority = 2

V. Our Financial Resources

Financial Planning & Management

1) Financial System Training and Utilization

The City's current financial system has the capacity to be further leveraged to improve operational efficiency, ease of financial reporting and housing of more activities and programs within its system that are currently being done in outdated and ineffective ways. To fully utilize the tools available within the system, additional staff training for Finance, Administration and the full management team will be necessary.

FY2026 Actions

- Completion of improved Quarterly Financial reporting for multi-quarter, multi-year trending of key financial data and narrative highlights of key financial issues identified by staff.
- Continued training and expanded utilization of financial software (Springbrook) and associated tools.

FY2026 Priority = 2

2) Debt Service Review and Strategy

The City utilizes debt services for the majority of its infrastructure projects, with most debt located in the water and wastewater funds. Smaller debt service exists in the street fund for road/sidewalk improvement projects and in the general fund for the City Hall facility. While several debt instruments were recently refinanced, a review of the terms of the refinanced debt and an assessment of available refinancing opportunities would be prudent, as well as the development of a debt strategy by fund to maintain maximum flexibility to utilize additional debt service to fund necessary infrastructure projects prior to the retirement date of the existing debt.

FY2026 Actions

- Consider formal review of existing debt service by financial consultant

FY2026 Priority = 3

3) Financial Policies and Procedures Update

The current Financial Policies and Accounting Procedures document has recently been reviewed by the Finance/Audit committee and staff intends to incorporate their input and recommendations into its review and updating of the document. The setting of minimum fund balance targets, a discussion of the benefits/implications of a Reserve Fund and the separation of Financial Policies (resolution of Council) from Accounting Procedures (internal) are some of the key issues of the update process.

FY2026 Actions

- Develop formal policies within the existing Policy document framework for ending fund balance targets for each fund, set contingency level targets by fund
- Review and update Cost Allocation Policy and insure consistency with Financial Policies

FY2026 Priority = 1

4) Long-term (10 yr) Revenue Needs Forecast

As noted in the prior year budget cycle, revenues across all funds will continue to strain to maintain current levels of service and may be limited in the amount of additional debt service each fund can take on to facilitate needed infrastructure projects. This is most acute in the

general fund, as revenue streams do not keep pace with the rise in expenditures needed to maintain status quo operations for Police, Parks, Planning, Municipal Court and general government (Admin).

A long-term revenue needs forecast examines the diminishing ratio of revenue to expense in each fund and estimates when the fund goes “in the red” if no changes are made to either the revenue or expense trajectory of each fund. In parallel to this forecast, new revenue sources for each fund are identified and inserted into the long-term budget with multiple scenarios to provide Council with a sense of the scale of options available for the generation of new revenue and its impact on service levels and capital projects.

FY2026 Actions

- Complete work on general fund revenue review
- Continue review and recommendations with Revenue Sub-Committee on longer range revenue opportunities to provide long term stability across all four funds of the City.

FY2026 Priority = 1

I. Our Community

Community Safety, Economy,
Livability & Engagement

1) Emergency Management & Response

FY2025 Accomplishments and Progress

- Staff turnover at Emergency Coordinator delayed efforts/actions (volunteer coordinator recently implemented)
- FEMA Disaster/Recovery reimbursement from January 2024 ice storm complete
- After Action Review for Jan 2024 Ice Storm completed with follow up actions
- City staff participation in Great Oregon Shakeout drills
- Connections/meetings with Lane County Emergency Management Staff

FY25 Grade = C- FY26 Priority = 2

2) Community Communication & Engagement Plan

FY2025 Accomplishments and Progress

- Updated logo created and implemented
- Updated Document template creation in progress
- Expanded use of video for community engagement/outreach
- Community Survey developed and published – Final results report March of 2025
- Logo/Communication style guide in progress (documents, clothing, signage, vehicle badging, etc)
- City website refresh initiated, design approved, content re-organization and expansion in progress. Target launch date July 2025
-

FY2025 Grade = A FY2026 Priority = 2

3) Code Compliance Review and Strategy

FY2025 Accomplishments and Progress

- Maintained Citizen Inquiry process with summary level tracking in the monthly CA Report

FY2025 Grade = C FY2026 Priority = 3

4) Economic Support and Development Strategy

FY2025 Accomplishments and Progress

- Developed and executed multi-year agreement between City and Coburg Main Street for tourism, communication and event management/promotion activities
- Developed and executed sub-lease agreement with Coburg Main Street for Main Street management of the IOOF facility for public and private events, classes, trainings, etc along with Main Street office space and downtown presence
- Supported property owner and regional/state Econ Dev staff efforts that resulted in successful grant award of over \$2 million for site preparation of the 107 acre annexed industrial property (Ravin Ventures)
- Completed waterline infrastructure installation that facilitated the extension of water service to the Ravin Ventures property

- Connected Premier RV to the City water system stabilizing operation of this business that was experiencing annual water supply vulnerabilities.
- In collaboration with regional partners, placed Coburg specific community level advertising on websites and business site selection industry publications
- Updating Coburg Community Profile, Assets and Challenges document used to advocate with state and federal elected officials for infrastructure funding.
- Mayor and City Administrator participation in “City Day at the Capital” in January of 2025 to meet with Legislators and their staff for Coburg issue awareness and advocacy

FY2025 Grade = A FY2026 Priority = 1

II. Our Natural Resources

Water, Trees & Hazard Mitigation

1) Parks and Open Space Master Plan Review

FY2025 Accomplishments and Progress

- Initial, conceptual discussion on this objective with Park and Tree Committee occurred at the December and January Committee meetings.

FY2025 Grade = D FY2026 Priority = 2

2) Long Range Planning – Land Use and Transportation

FY2025 Accomplishments and Progress

- Prepared and submitted grant application for Buildable Lands Inventory (not awarded)
- Planning Commission training/education on urban growth boundary (UGB) and master development code process
- Substantial progress and involvement in statewide local jurisdiction land use mandates for climate, mobility and _____

FY2025 Grade = B+ FY2026 Priority = 2

3) Tree Management and Maintenance Plan – Public and Private Property

FY2025 Accomplishments and Progress

- Applied for mitigation grant funds associated with FEMA reimbursement process for 2024 Ice Storm (not eligible)
- Completed several ice storm related tree trimming “clean up” efforts
- Proactive tree removal decisions were made for several hazardous street trees

FY2025 Grade = C FY2026 Priority = 3

4) Vegetation Management and Maintenance Plan

FY2025 Accomplishments and Progress

- Completed initial draft Vegetation Management and Maintenance Plan for internal staff review
- Developing shared contract services bid with City of Veneta for contracted right-of-way/storm drainage vegetation seasonal cutting

FY2025 Grade = B FY2026 Priority = 2

III. Our Government

Organizational Health,
Development & Effectiveness

1) Technology Assessment and Action Plan

FY2025 Accomplishments and Progress

- o Review and consolidation of systemwide software licensing
- o Migration to AT&T FirstNet for citywide cellular communications systems, resulting in cost savings and expanded first responder/Emergency management priority access and access to disaster event and recovery communication tools.
- o Financial system (Springbrook) overview and further integration of modules by Finance Staff. Primary new integration is payroll system (third party outsourced process prior) and an associated employee portal for 24/7 access to all employee payroll data and online timesheet entry and processing.
- o Improvements completed to SCADA system

FY2025 Grade= B

FY2026 Priority = 1

2) Codification of Ordinances

FY2025 Accomplishments and Progress

- o Review of required process, vendor (CivicPlus) meetings for cost, time commitment and legal service requirements.

FY2025 Grade = A

FY2026 Priority = 2

3) Human Resources Assessment and Action Plan

FY2025 Accomplishments and Progress

- o Employee Policy Manual Updated for 2025
- o Job Description updates completed for positions filled during FY25

FY2025 Grade = C

FY2026 Priority = 2

4) Strategic Planning

FY2025 Accomplishments and Progress

- o

FY2025 Grade = F

FY2026 Priority = 3

IV. Our Utility Systems

Infrastructure Planning,
Investment & Management

1) Capital Improvements Plan (CIP)

FY2025 Accomplishments and Progress

- Council adoption of 2026-2031 CIP in January of 2025 that included improvements in display of project timing across fiscal years and improved alignment with actual funding resources available to complete projects.

FY2025 Grade = F FY2026 Priority = 3

2) Wastewater Facility Plan

FY2025 Accomplishments and Progress

- Facility Capacity Analysis in progress with final report presentation to Council in March/April of 2025.

FY2025 Grade = A FY2026 Priority = 3

3) Storm Water Master Plan

FY2025 Accomplishments and Progress

- Master Plan currently 90% complete and will be presented to Council for review in April/May of 2025.

FY2025 Grade = B FY2026 Priority = 3

4) Street Preservation and Improvement Strategy Plan

FY2025 Accomplishments and Progress

- N Willamette/E Macy/N Harrison Street Reconstruction completed
- Coleman Street – Collector Street Project – Phase I design nearly complete with construction in Summer of 2025
- Grant funded paving of N Industrial anticipated for summer of 2025
- No crack seal or seal coat work was completed in FY2025
- Pothole work completed on a number of streets with substantial pothole issues within travel lanes

FY2025 Grade = A FY2026 Priority = 2

V. Our Financial Resources

Financial Planning & Management

1) Financial System Training and Utilization

FY2025 Accomplishments and Progress

- Successful implementation of Payroll system in-house improving general ledger detail and integration, including online employee payroll portal and online timesheet entry/processing
- Establishment of updated monthly Financial Reports for Council and staff
- Implementation of online bill payment system for utility billing customers
- Beta testing in progress for AI utilization for Accounts Payable processing

FY2025 Grade = A

FY2026 Priority = 2

2) Debt Service Review and Strategy

FY2025 Accomplishments and Progress

- New and expanded detailed debt spreadsheet created and in use by staff.
- Debt service review on agenda for 2025 Council Retreat

FY2025 Grade = C

FY2026 Priority = 3

3) Financial Policies and Procedures Update

FY2025 Accomplishments and Progress

- Finance/Audit Committee and staff completed first level review of existing Financial Policies document
- Agreement to separate financial policies from accounting procedures at next update process.

FY2025 Grade = C

FY2026 Priority = 1

4) Long-term (10 yr) Revenue Needs Forecast

FY2025 Accomplishments and Progress

- Created Council Revenue Options Sub-committee in October of 2024, Sub-committee met and developed formal recommendation for utility rates in December of 2024 and is currently developing recommendations for potential general fund revenues for March 2025
- Utility Rate increase resolution approved by Council in December of 2024. Presentation included overview of four year Ending Fund Balance trends for all four Funds (General, Street, Water, Wastewater) for awareness and understanding of current status of each fund.

FY2025 Grade = A

FY2026 Priority = 1

Priority Level 1

- 1.4 Economic Support and Development Strategy
- 3.1 Technology Assessment and Action Plan
- 3.3 Human Resources Assessment and Action Plan
- 5.3 Financial Policies and Procedures Update
- 5.4 Long-term (10 yr) Revenue Needs Forecast

Priority Level 2

- 1.1 Emergency Management & Response
- 1.2 Community Communication & Engagement Plan
- 2.1 Parks and Open Space Master Plan Review
- 2.2 Long Range Planning – Land Use and Transportation
- 2.4 Vegetation Management and Maintenance Plan
- 3.2 Codification of Ordinances
- 4.4 Street Preservation and Improvement Strategy Plan
- 5.1 Financial System Training and Utilization

Priority Level 3

- 1.3 Code Compliance Review and Strategy
- 2.3 Tree Management and Maintenance Plan – Public and Private Property
- 3.4 Strategic Planning
- 4.1 Capital Improvements Plan (CIP)
- 4.2 Wastewater Facility Plan
- 4.3 Storm Water Master Plan
- 5.2 Debt Service Review and Strategy



2025-26 Budget Officer Appointment

Meeting Date	Staff Contact	Email
March 11, 2025	Sammy Egbert, City Recorder	Sammy.egbert@coburgoregon.gov

SUMMARY AND REQUESTED COUNCIL ACTION

Oregon Budget law requires that a budget officer be appointed by the governing body or designated in the local government’s charter.

Suggested Motion

I move to appoint City Administrator, Adam Hanks, as the 2025-26 Budget Officer.

BACKGROUND

The budget officer's responsibilities include preparing or supervising the proposed budget document, publishing required notices, and compliance with budget law. The Budget Officer works under the direction of the Mayor as Executive Officer of the City of Coburg.

The Coburg Charter changed in 2022, adding the City Administrator as an appointed officer and defining the job responsibilities. It included:

Section 8.2 City Administrator(I)

“Coordinate and supervise preparation of the preliminary budget for submission to the Mayor, and administer the budget after its adoption.”

RECOMMENDATION

The recommendation is to appoint City Administrator, Adam Hanks, as the 2025-26 Budget Officer, consistent with the Charter.

BUDGET / FINANCIAL IMPACT

There is no financial impact of designating a budget officer. However, the budget officer is primarily responsible for preparing the core tools, analysis, insight, and recommendations required for the City to adopt a balanced budget.

RELEVANT COUNCIL GOAL, CITY POLICY OR COMPREHENSIVE PLAN

Financial planning and management are key to all departments of the City. This is a statutory requirement under ORS 294.311.

PUBLIC INVOLVEMENT

Budget officer appointment was on the March 11, 2025 City Council Agenda. The agenda was posted and sent to all interested parties.

NEXT STEPS

April 19, 2025 Budget Committee 1st Meeting

April 29, 2025 Budget Committee 2nd Meeting & URA Budget Committee Meeting



UO Community Survey Project

Presentation from School of Planning, Public Policy and Management (PPPM)

Meeting Date	Staff Contact	Email
March 11, 2025	Megan Winner, Planning Director	megan.winner@coburgoregon.gov

SUMMARY AND REQUESTED COUNCIL ACTION

The City of Coburg is partnering with the University of Oregon’s School of Planning, Public Policy and Management Real World Lane County class to conduct a community survey to gauge the values, insights, opinions and priorities of Coburg and its services and amenities.

BACKGROUND

The purpose of this project is to conduct a community survey to learn the values, experiences and needs of the community to enhance and prioritize services and projects. Further, results of the survey aim to provide the City Council and staff with an improved understanding of how the community views various services the City provides, as well as learning if there are services or programs that are important but not currently available to Coburg residents or businesses. Results of the survey will also inform future strategic plan development.

Topics covered include desirability, safety, housing, areas for improvement, and community engagement. The survey was deployed February 10th and remained open through Friday, February 21st, 2025.

RECOMMENDATION

Information only. Survey results will be utilized to inform future Council decision making and relevant survey information will accompany staff reports and staff analysis as future issues and policy level decisions are brought forward.

BUDGET / FINANCIAL IMPACT

Funding for this project and partnership opportunity with the University of Oregon’s Real World Lane County class was provided by Lane County. No direct costs or expenses were accrued by the City of Coburg for this project.

RELEVANT COUNCIL GOAL, CITY POLICY OR COMPREHENSIVE PLAN

This community survey touches every category of the Framework for Continued Progress: Our

Community, Our Natural Resources, Our Government, Our Utility Systems, and Our Financial Resources and can be used to inform future strategic plan development.

PUBLIC INVOLVEMENT

The survey was promoted on the City's social media and website, as well as hard copies available at City Hall.

NEXT STEPS

N/A

ATTACHMENTS

1. Final Survey Report to be provided at meeting with presentation



COUNCIL MEMO

MEETING DATE: March 11, 2025

STAFF: Mayor Bell/Sammy Egbert

2025 Council Liaison Appointments

Mayor Bell’s Proposed 2025 Council Appointments

Finance Audit Committee	Councilor Myers
Heritage Committee	Councilor Wells
Parks and Tree Committee	Councilor Smith
Planning Commission	Councilor Lehmann
Lane ACT	Councilor Engebretson
Lane Transit District (LTD)	Councilor Bouwman
Lane Council of Government (LCOG)	Mayor Bell
Metropolitan Planning Committee (MPO/MPC)	Mayor Bell
Coburg Main Street	Mayor Bell

Council Liaison Roles and Responsibilities

The role is a mayor appointed one year term and is reviewed and potentially reassigned annually, typically collaboratively discussed and determined each January/February and formally appointed in March of each year.

Definition of Council Liaison

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

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

Responsibilities of the Council Liaison:

1. Attend all meetings but is not a member of the committee.
2. Acts as a representative of the full Council to provide direction or guidance clearly supported by the Council.
3. If the committee asks for the Liaison’s opinion, the Liaison may state a **personal opinion** but should ensure that they are speaking as an individual rather than representing the Council.
4. As requested, or invited by the Committee Chair, Liaison may speak to remind the committee of Council direction or City policies.
5. Shall not attempt to influence the work or recommendations of the committee.
 - a. Will not take part in any deliberations, votes or decisions.

- b. Must not share or engage with information discussed in a quasi-judicial committee, e.g. Planning Commission.
- 6. Will share with Council any requests from the committee such as:
 - a. Questions raised by the Committee about scope of work or changes to the scope of work
 - b. Requests for expenditures or impact on city resources (money, staff time or supplies)
 - c. Requests to add items to Council agenda
- 7. The Council liaison will regularly update Council on the work of the Committee.

NEXT STEPS

Mayor Bell will appoint Council liaisons at the March 11, 2025 City Council Meeting.