



AGENDA

CITY COUNCIL SPECIAL MEETING

91136 N Willamette Street

541-682-7852 | coburgoregon.org

Tuesday, July 26, 2022 at 6:00 PM

CALL THE CITY COUNCIL MEETING TO ORDER This meeting will be in-person and through Zoom. To participate by Zoom you will need to pre-register by 3PM the day of the meeting. Questions contact City Recorder, Sammy Egbert, sammy.egbert@ci.coburg.or.us or 541-682-7852.

PLEDGE OF ALLEGIANCE

ROLL CALL

AGENDA REVIEW

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

RESPONSE(S) BY CITY COUNCIL

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

SPECIAL GUEST

ORDINANCES AND RESOLUTIONS

- 1. Second Reading**
ORDINANCE A-254 AN ORDINANCE DECLARING A TEMPORARY BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS
- 2. Public Hearing | First Reading**
ORDINANCE A-200-L AN ORDINANCE AMENDING ARTICLE VII.C OF THE COBURG ZONING CODE TO IMPLEMENT A FORM BASED CODE FOR THE CENTRAL BUSINESS DISTRICT AND IMPLEMENTING OTHER GENERAL HOUSEKEEPING UPDATES TO THE ZONING CODE

COUNCIL ACTION ITEMS

- 3.** IOOF Lease Agreement Amendment

ADMINISTRATIVE INFORMATION REPORTS

- 4.** Charter Amendments

COUNCIL COMMENTS

UPCOMING AGENDA ITEMS

Ord A-200-L Zoning Code Amendment
Ord A-163-T Criminal Code
2022 City of Coburg Charter referral to voters

FUTURE MEETINGS

July 27, 2022 Finance Audit Committee
August 9, 2022 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

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



COBURG CITY COUNCIL ACTION/ISSUE ITEM

TOPIC: Ordinance A-254, Declaring a Temporary Ban on Psilocybin Service Centers and Manufacture of Psilocybin Products, and Referring it to the Electors at the Statewide General Election to be held in November 8, 2022.

Meeting Date: July 26, 2022

Staff Contact: Anne Heath, City Administrator

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

REQUESTED COUNCIL ACTION

Hold the Second reading of Ordinance A-254 and consider adoption.

Recommended Motion: I move to adopt Ordinance A-254 an ordinance declaring a temporary ban on psilocybin service centers and the manufacture of psilocybin products

BACKGROUND

Oregon Measure 109, the Psilocybin Program Initiative, was on the ballot in Oregon on November 3, 2020. It was approved by 56% of the voters. The program becomes operational on January 1, 2023. Psilocybin mushrooms are wild or cultivated mushrooms that contain psilocybin, a naturally occurring psychoactive and hallucinogenic compound.

As of 2020, the manufacturing and consumption of psilocybin was illegal under both federal and state law. Measure 109 created a program for administering psilocybin products to individuals aged 21 and older. The new law allows for the manufacture, delivery, and administration of psilocybin at supervised, licensed facilities. It does not allow for the sale or delivery of psilocybin products outside the tightly controlled confines of the program.

Measure 109 allows cities and counties to place referendums on local ballots to prohibit psilocybin-product manufacturers or psilocybin service centers within their jurisdiction by opting out of psilocybin licensees within their borders entirely. This "opt out" requires the adoption of an ordinance declaring a temporary ban and to place on the ballot as a referral to the voters at the general election on November 8, 2022.

PUBLIC INVOLVEMENT

A Public Hearing was noticed and held on July 12, 2022.

COUNCIL CHOICES

1. **Do nothing.** The City would be required to grant requested psilocybin licenses in Coburg beginning on January 1, 2023, within the requirements of City Code and pursuant to the new state law.
 2. **Consider Ordinance A-254 (Attachment A)** to place a two-year moratorium on the licensing of Psilocybin. This will allow for code updates of reasonable “Time, Place and Manner” restrictions on licensing facilities.
-

RECOMMENDATIONS:

Staff recommendation is that the Council adopt Ordinance A-254.

BUDGET

There would be no budget consideration for this item except it could affect business and development fees.

NEXT STEPS

Depending on Council decision, staff will:

1. Prepare Resolution with ballot title for August 9, 2022 City Council Meeting.
-

ATTACHMENTS

- A. Draft Ordinance A-254
 - B. Sample Ballot Title
-

Reviewed by:

Anne Davies, City Attorney
Henry Hearley, Contract Planner
Sammy Egbert, City Recorder

ATTACHMENT A

ORDINANCE A-254

AN ORDINANCE DECLARING A TEMPORARY BAN ON PSILOCYBIN SERVICE CENTERS AND THE MANUFACTURE OF PSILOCYBIN PRODUCTS

WHEREAS, in November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery and administration of psilocybin at licensed facilities; and

WHEREAS, ORS 475A.235 provides that the Oregon Health Authority will regulate the manufacturing, transportation, delivery, sale and purchase of psilocybin products and the provision of psilocybin services in the state; and

WHEREAS, the Oregon Health Authority has initiated a rulemaking process to implement the state's psilocybin regulatory program and intends to begin accepting applications for psilocybin-related licenses on January 2, 2023; and

WHEREAS, as of July 12, 2022, the Oregon Health Authority has not completed the rulemaking process for implementing the state's psilocybin regulatory program, and the City of Coburg is uncertain how the manufacture, delivery and administration of psilocybin at licensed psilocybin facilities will operate within the city; and

WHEREAS, ORS 475A.718 provides that a city council may adopt an ordinance to be referred to the electors of the city prohibiting the establishment of state licensed psilocybin product manufacturers and/or psilocybin service centers in the area subject to the jurisdiction of the city; and

WHEREAS, the Coburg City Council believes that prohibiting psilocybin product manufacturers and psilocybin service centers within the city's jurisdictional boundaries to enable the adoption of the state's psilocybin licensing and regulatory program and to allow the city to adopt reasonable time, place, and manner regulations on the operation of psilocybin facilities is in the best interest of the health, safety and welfare of the people of Coburg; and

WHEREAS, the City Council seeks to refer to the voters of {city} the question of whether to establish a two-year temporary ban on state-licensed psilocybin product manufacturers and psilocybin service centers within the city's jurisdictional boundaries.

THE CITY OF COBURG ORDAINS AS FOLLOWS:

Section 1. Prohibition.

The establishment of psilocybin product manufacturers licensed under ORS 275A.290 and psilocybin service centers licensed under ORS 475A.305 is prohibited in the City of Coburg.

Section 2. Referral.

This ordinance is referred to the electors of the city of Coburg for approval at the next statewide general election on November 8, 2022.

Section 3. Effective Date.

This ordinance takes effect and becomes operative 30 days after the day on which it is approved by a majority of voters.

Section 4. Sunset.

This ordinance is repealed on December 31, 2024.

ADOPTED by the **City Council** of the **City of Coburg** this 26th day of July, 2022 by a vote of _____ and _____ against.

APPROVED by the Mayor of City of Coburg this 26th day July 2022

Mayor, Ray Smith

ATTEST

Sammy Egbert, City Recorder

ATTACHMENT B

SAMPLE BALLOT TITLE

Prohibits psilocybin-related businesses within the City of Coburg. Prohibition sunsets after two years.

QUESTION: Shall the City of Coburg prohibit psilocybin-related businesses in the City of Coburg?

SUMMARY: State law allows operation, manufacturer, distribution and possession of psilocybin and psilocin. State law provides that a city council may adopt an ordinance to be referred to the voters to prohibit the establishment of any of those registered or licensed activities. Approval of this measure would prohibit the establishment of psilocybin project manufacturers and/or psilocybin service center operators within the area in the boundary limits of the City of Coburg

EXPLANATORY STATEMENT: Approval of this measure would prohibit the establishment and operation of psilocybin-related businesses within the City of Coburg}. A city council may adopt an ordinance prohibiting the establishment of psilocybin related businesses within the city, but the council must refer the ordinance to the voters at a statewide general election. The City of Coburg City Council has adopted an ordinance prohibiting the establishment of psilocybin-related businesses within the City of Coburg and, as a result, has referred this measure to the voters. If approved, this measure would prohibit psilocybin-related businesses within the City of Coburg until December 31, 2024.

COBURG CITY COUNCIL ACTION ITEM



TOPIC: Ordinance A-200-L: An Ordinance amending Article VII.C of the Coburg Zoning Code to implement a form-based code for the Central Business District and implementing other general housekeeping updates to the Zoning Code

Meeting Date: July 26, 2022

Staff Contact: Megan Winner, Planner

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

REQUESTED COUNCIL ACTION:

City Council will be hearing the first reading and hold a public hearing on Ordinance A-200-L: An Ordinance amending Article VII.C of the Coburg Zoning Code to implement a form-based code for the Central Business District and implementing other general housekeeping updates to the Coburg Zoning Code, also known as the Coburg Development Code.

Second Reading is scheduled for the August 9, 2022 City Council Meeting.

CITY COUNCIL GOAL

Council Goal 1: Livability, Health and Vitality

Council Goal 5: Strategic Planning

Council Goal 6: Economic Development

BACKGROUND

In 2020, the City of Coburg contracted with the Urban Collaborative LLC., to conduct a Build-Out Scenario analysis. The Build-Out Scenario project spurred discussion in the community about what is currently allowed in the Zoning Code. From this discussion, an Ad-Hoc Code Review Committee was formed at the direction of the City Council. The Ad-Hoc Code Review Committee, comprised of two City Councilors, two Planning Commissioners, two citizens-at-large and one business owner. The Ad-Hoc Code Review Committee met bi-weekly for a period of over 8 months, from February to October of 2021 to review and make recommendations on the proposed amendments. By the end of their meetings, the Committee chose to pursue a form-based code for and prohibit the use of formula-based businesses (also known as chain stores) within the Central Business District zoning district, in addition to other amendments to the code.

The form-based code overlay to the boundaries of the Central Business District is one of the most significant amendments being proposed. One primary purpose of a form-based code is to focus on the built environment and its desired look and feel. The form-based code overlay, including a regulating plan, development checklist and rendering have been reviewed and recommended approval by the Ad-Hoc Code Review Committee (Attachment F).

Other amendments to the code include prohibiting the use of formula-based businesses (also known as chain stores) within the Central Business District, correcting scrivener's errors and other straightforward language changes, the addition of alternative street standards, the addition of a Public Facilities zoning district section, an additional rendering for the Highway Commercial zoning district, additional Mobile Food Vending standards as recommended by the Coburg Fire Chief and other proposed changes as found in the matrix of proposed changes (Attachment A). Planning Commission will consider recommending approval of the proposed code amendments on July 20, 2022 and the decision will come to City Council for adoption.

APPROVAL CRITERIA

ARTICLE X.E TYPES OF REVIEW PROCEDURES, TYPE IV PROCEDURE

E. Type IV Procedure (Legislative).

1. *Pre-Application Conference.* *A pre-application conference is required for all Type IV applications initiated by a party other than the City of Coburg. The requirements and procedures for a pre-application conference are described in Section F.*

FINDING: The City of Coburg initiated this procedure. This criterion is not applicable.

2. *Timing of Requests.* *The City accepts legislative requests twice yearly, meeting January and July application timeline requirements. The City Council may initiate its own legislative proposals at any time.*

FINDING: The City of Coburg initiated this procedure. This criterion is met.

3. *Application Requirements.*

a. *Application forms.* *Type IV applications shall be made on forms provided by the City Planning Official or designee.*

b. *Submittal Information.* *The application shall contain:*

- (1) The information requested on the application form;*
- (2) A map and/or plan addressing the appropriate criteria and standards in sufficient detail for review and decision (as applicable);*
- (3) The required fee; and*

(4) One copy of a letter or narrative statement that explains how the application satisfies each and all of the relevant approval criteria and standards.

FINDING: The City of Coburg initiated this procedure. These criteria are not applicable.

4. Notice of Hearing.

- a. Required hearings.** *A minimum of two hearings, one before the Planning Commission and one before the City Council, are required for all Type IV applications, except annexations where only a hearing by the City Council is required.*
- b. Notification requirements.** *Notice of public hearings for the request shall be given by the City Planning Official or designee in the following manner:*

(1) At least 10 days, but not more than 40 days, before the date of the first hearing on an ordinance that proposes to amend the comprehensive plan or any element thereof, or to adopt an ordinance that proposes to rezone property, a notice shall be prepared in conformance with ORS 227.175 and mailed to:

- (i) Each owner whose property would be rezoned in order to implement the ordinance (including owners of property subject to a comprehensive plan amendment shall be notified if a zone change would be required to implement the proposed comprehensive plan amendment);*
- (ii) Any affected governmental agency;*
- (iii) Any person who requests notice in writing;*
- (iv) For a zone change affecting a manufactured home or mobile home park, all mailing addresses within the park, in accordance with ORS 227.175;*

(2) At least 10 days before the scheduled Planning Commission public hearing date, and 10 days before the City Council hearing date, public notice shall be published in a newspaper of general circulation in the City.

(3) The City Planning Official or designee shall:

- (i) For each mailing of notice, file an affidavit of mailing in the record as provided by subsection 1; and*
- (ii) For each published notice, file in the record the affidavit of publication in a newspaper that is required in subsection 2.*

(4) The Oregon Department of Land Conservation and Development (DLCD) shall be notified in writing of proposed comprehensive plan and development code amendments at least 45 days before the first public hearing at which

public testimony or new evidence will be received. The notice to DLCD shall include a DLCD Certificate of Mailing.

(5) Notifications for annexation shall follow the provisions of this Chapter.

FINDING: The proposed amendment does not rezone any property in the City. However, Measure 56 notice and Type IV mailing notice was sent to every property owner in Coburg City limits using the Lane County Assessors roll through RLID. Agency referral was sent to affected agencies on May 24, 2022. The notice of public hearings at Planning Commission and City Council was published in the Register Guard. Staff notified DLCD through their online Post Amendment Plan Acknowledgement (PAPA) process in March 2022. These criteria are met.

7. *Decision-Making Criteria.* *The recommendation by the Planning Commission and the decision by the City Council shall be based on the following factors:*

a. Approval of the request is consistent with the Statewide Planning Goals;

FINDING: As explained below, the request is consistent with the Statewide Planning Goals. This criterion is met.

APPLICABLE STATEWIDE PLANNING GOALS:

GOAL 1: Citizen Involvement

FINDING: The Ad-Hoc Code Review Committee held several public meetings and work sessions while reviewing and suggesting new language for the proposed amendments. As part of the adoption process, two public hearings are scheduled, July 20, 2022 with the Planning Commission and July 26, 2022 with the City Council, followed by a second reading of the ordinance at the August 9th City Council meeting.

GOAL 2: Land Use Planning

FINDING: The proposed amendments enhance the Coburg Zoning Code, and are based on the Comprehensive Plan relevant policies as required by Goal 2.

GOAL 5: Natural Resources, Scenic and Historic Areas, and Open Spaces

FINDING: The proposed amendments preserve the historic architectural character of the Central Business District, which is within Coburg's National Historic District. The intention of the amendments within the Central Business District is to protect the historic assets and special environment, both natural and manmade, of the community so that the uniqueness of Coburg may flourish without inappropriate changes.

GOAL 9: Economic Development

FINDING: The proposed amendments to the Coburg Zoning Code enhance the code for further economic opportunity in the Central Business district as required by Goal 9. Reducing formula based businesses fosters a more hospitable business environment for small businesses and entrepreneurs.

STATEWIDE PLANNING GOALS 3,4, 6,7,8, 10 -19 are not applicable to this amendment.

CONCLUSION: The proposed amendments to the Coburg Zoning Code meet the necessary requirements of the applicable Statewide Planning Goals. This amendment does not change the priority or inventory of those related requirements. These criteria are met.

b. Approval of the request is consistent with the Comprehensive Plan; and

FINDING: As explained below, the request is consistent with the Comprehensive Plan. This criterion is met.

APPLICABLE COMPREHENSIVE PLAN POLICIES AND GOALS

GOAL 1: Citizen Involvement

FINDING: The Ad-Hoc Code Review Committee held several public meetings and work sessions while reviewing and suggesting new language for the proposed amendments. As part of the adoption process, two public hearings are scheduled, July 20, 2022 with the Planning Commission and July 26, 2022 with the City Council, followed by a second reading of the ordinance at the August 9th City Council meeting. Notice was sent to every property owner in the City. Information and invitations to comment were put in the newsletter and on the City's website.

GOAL 2: Land Use

Policy 11: Central Business District – The Central Business District designation is intended to establish the downtown area as the historic heart of Coburg. The CBD is the location for smaller scale commercial and business facilities, civic buildings and city functions, and mixed use. The Central Business district will be historic and pedestrian-oriented in character.

Finding: The proposed amendments largely affect the Central Business District development regulations in the zoning code. This zone contains vacant properties where development will significantly contribute to the character of the historic downtown corridor. The intention of the proposed amendments within the Central Business District, both the form-based code overlay and prohibited use of formula-based businesses, is to protect the historic assets and special environment, both natural and manmade, of the community so that the uniqueness of Coburg may flourish without inappropriate changes.

Alternative street standards provide flexibility in the design, repair and construction of streets, particularly in historic neighborhoods.

The proposed amendments provide a way forward for intentional development.

Policy 17: Public Facility – *This designation is intended to provide lands for public facilities and uses such as water reservoirs, sewage treatment plants, pump stations, major electric utilities and similar uses.*

Finding: The addition of a Public Facilities section to the Zoning Code will promote and ensure the purpose of the designation.

GOAL 5: Open Spaces, Scenic and Historic Areas, and Natural Resources

Coburg Objective: To protect, restore and enhance open space, scenic and historic areas, and, to promote a healthy and visually attractive environment in harmony with the natural landscape.

Finding: The proposed amendments preserve the historic architectural character of the Central Business District, which is within Coburg’s National Historic District. The intention of the amendments within the Central Business District is to protect the historic assets and special environment, both natural and manmade, of the community so that the uniqueness of Coburg may flourish without inappropriate changes.

GOAL 9: Economy

Coburg Objective: To guide community development in such a way that the local economy is improved while maintaining Coburg’s small town atmosphere.

Policy 11: *The City shall promote quality of life and compatibility of commercial and industrial uses with the small town, historic character of the community.*

Policy 20: *The downtown area of Coburg should reflect the rural and historic character of the area. Businesses are encouraged to provide attractive building exteriors, signs, landscaping and parking lots that are in keeping with character of the downtown area. The downtown area is the heart of Coburg and essential businesses and city functions should be located in this area. The downtown area should invite citizens and other customers to use alternative modes of transportation, including walking and bicycling to patronize these businesses.*

Policy 21: *The Coburg Development Code shall include standards that ensure development in the downtown reflects the rural and historic character of the area, and provides an attractive, pedestrian-oriented character for the downtown.*

Policy 22: *The City shall encourage a vital downtown area as a key strategy to maintaining the City's quality of life.*

Policy 23: *The City shall encourage mixed-use in the Central Business District, and where appropriate, in adjacent areas.*

Policy 26: *The City shall utilize design standards for commercial and industrial development uses.*

Finding: The proposed amendments to the Coburg Zoning Code enhance the code for further economic opportunity and vitality in the Central Business district. The form based code overlay will ensure development in the downtown reflects the rural and historic character of the area and provide an attractive, pedestrian-oriented character for the downtown. Reducing formula-based businesses fosters a more hospitable business environment for small businesses and entrepreneurs.

GOAL 11: Public Facilities and Services

Coburg Objective: **To provide the residents of Coburg the public facilities and services which make possible a safe, healthy and satisfying living environment.**

Finding: The addition of a Public Facilities section to the Zoning Code will promote and ensure the purpose of the designation.

GOAL 12: Transportation

Policy 3: *Improve the aesthetics of streets and streetscapes, especially at City entrance ways such as Interstate 5 interchange area. Aesthetic improvements may address: street design, trees, lighting, utility lines, sidewalks, park strips, noise abatement, etc.*

Finding: Alternative street design standards and meant to provide flexibility, improve aesthetics and preserve the historic character of the community.

GOALS 3,4, 6,7,8, 10, 13, 14 are not applicable to this amendment

CONCLUSION: The proposed amendments to the Coburg Zoning Code support and promote goals, objectives and policies of the Comprehensive Plan. These criteria are met.

c. The property and affected area is presently provided with adequate public facilities, services and transportation networks to support the use, or such facilities, services and transportation networks are planned to be provided concurrently with the development of the property.

FINDING: The proposed amendments do not change any physical aspect of any property. This criterion is not applicable.

8. Approval Process and Authority.

a. The Planning Commission shall:

(1) After notice and a public hearing, vote on and prepare a recommendation to the City Council to approve, approve with modifications, approve with conditions, deny the proposed change, or adopt an alternative; and

b. Any member of the Planning Commission who votes in opposition to the Planning Commission's majority recommendation may file a written statement of opposition with the City Planning Official or designee before the Council public hearing on the proposal. The City Planning Official or designee shall send a copy to each Council member and place a copy in the record;

c. If the Planning Commission fails to adopt a recommendation to approve, approve with modifications, approve with conditions, deny the proposed change, or adopt an alternative proposal within 60 days of its first public hearing on the proposed change, the City Planning Official or designee shall:

(1) Report the failure together with the proposed change to the City Council; and

(2) Provide notice and put the matter on the City Council's agenda for the City Council to hold a public hearing make a decision. No further action shall be taken by the Commission.

FINDING: The hearing and approval process and procedure shall be as normal. These findings will be updated following the Planning Commission hearing to reflect the recommendation made. These criteria will be met.

d. The City Council shall:

(1) Approve, approve with modifications, approve with conditions, deny, or adopt an alternative to an application for legislative change, or remand the application to the Planning Commission for rehearing and reconsideration on all or part of the application;

(2) Consider the recommendation of the Planning Commission; however, the City Council is not bound by the Commission's recommendation; and

(3) Act by ordinance, which shall be signed by the Mayor after the Council's adoption of the ordinance.

FINDING: The hearing and approval process and procedure shall be as normal. These criteria will be met.

9. Vote Required for a Legislative Change.

a. A vote by a majority of the qualified voting members of the Planning Commission present is required for a recommendation for approval, approval with modifications, approval with conditions, denial or adoption of an alternative.

b. A vote by a majority of the qualified members of the City Council present is required to decide any motion made on the proposal.

FINDING: The hearing and approval process and procedure shall be as normal. These criteria will be met.

10. Notice of Decision. *Notice of a Type IV decision shall be mailed to the applicant, all participants of record, and the Department of Land Conservation and Development, within five business days after the City Council decision is filed with the City Planning Official or designee. The City shall also provide notice to all persons as required by other applicable laws.*

FINDING: Staff shall follow up with correct noticing procedures should the City Council vote to approve the amendments. This criterion will be met.

11. Final Decision and Effective Date. *A Type IV decision, if approved, shall take effect and shall become final as specified in the enacting ordinance, or if not approved, upon mailing of the notice of decision to the applicant.*

FINDING: Should Planning Commission and City Council vote to approve the amendment, the ordinance shall specify an effective date. This criterion will be met.

12. Record of the Public Hearing.

a. A record of the proceeding shall be made by a minutes recorder, stenographic, mechanical, or electronic means. It is not necessary to transcribe an electronic record. The minutes and other evidence presented as a part of the hearing shall be part of the record;

b. All exhibits received and displayed shall be marked to provide identification and shall be part of the record;

c. The official record shall include:

- (1) All materials considered by the hearings body;
- (2) All materials submitted by the City Planning Official or designee to the hearings body regarding the application;
- (3) The v record made by the minutes recorder, stenographic, mechanical, or electronic means; the minutes of the hearing; and other documents considered;
- (4) The final ordinance;
- (5) All correspondence; and
- (6) A copy of the notices that were given as required by this Chapter.

FINDING: The City shall follow record procedures as described. These criteria will be met.

BUDGET

N/A

RECOMMENDATION

Staff recommends that the Council votes to approve the proposed code amendment, in accordance with the above findings to ensure that it complies with the Criteria for Land Use District Text Amendments set forth in Article XVI of the Coburg Zoning Ordinance No. A-200-I.

NEXT STEPS

If approved, shall take effect and shall become final as specified in the enacting ordinance

ATTACHMENTS

- A . Matrix of proposed amendments
 - B. Form based code overlay for Central Business District including regulating plan and development checklist
 - C. Highway Commercial District rendering
 - D. Alternative street standards
 - E. Public Facilities section
 - F. Recommendation memo from Ad-Hoc Code Review Committee
 - G. Notice Materials
 - H. Coburg Zoning Code legislative format
-

REVIEWED THROUGH:

ORDINANCE A-200-L

AN ORDINANCE AMENDING ARTICLE VII.C OF THE COBURG ZONING CODE TO IMPLEMENT A FORM BASED CODE FOR THE CENTRAL BUSINESS DISTRICT AND

IMPLEMENTING OTHER GENERAL HOUSEKEEPING UPDATES TO THE ZONING CODE.

WHEREAS, the City of Coburg conducted a Build Out Scenario analysis which spurred discussion to review the Coburg, Oregon Zoning Code and led to the creation of an Ad-Hoc Code Review Committee comprised of two City Councilors, two Planning Commissioners, two citizens-at-large and one business owner;

WHEREAS, with the passage of Resolution 2020-22, the Coburg City Council directed the formation of an Ad-Hoc Code Review Committee. The Committee met bi-weekly for a period of over 8 months, from February to October of 2021, to review and make recommendations on the proposed amendments. At the conclusion of the Committee's work, the Committee chose to pursue a form-based code overlay for the Central Business District zoning district, prohibit the use of formula based businesses within the Central Business District, add alternative street standards and a Public Facilities section, in addition to other amendments to the code;

WHEREAS, through routine review and inspection of the Coburg Zoning Code, City staff recognized several housekeeping items that needed to be updated throughout the Development Code. The housekeeping items that require updating are included in the amendments proposed of Ordinance A-200-L.

WHEREAS, staff have prepared the proposed text amendments, as seen in Exhibit "A" attached hereto to be incorporated in the Coburg Zoning Code.

WHEREAS, staff have prepared Findings of Fact to support adoption of Ordinance A-200-L, as seen in Exhibit B attached hereto.

WHEREAS, after proper notice, the City of Coburg Planning Commission conducted a public hearing and considered the amendments at their July 20, 2022 public meeting. The Planning Commission passed a motion recommending that City Council adopt the proposed Development Code amendments;

WHEREAS, after proper notice, the City of Coburg City Council held a public hearing on July 26, 2022 to consider the proposed Zoning Code amendments.

THE CITY OF COBURG ORDAINS AS FOLLOWS:

Section 1. **Coburg Zoning Code.** The City of Coburg Zoning Development Code is hereby amended as shown in Exhibit "A". Exhibit "A" is hereby adopted by this reference.

Section 2. **Findings of Fact.** The Findings of Fact set forth in Exhibit "B" attached to this Ordinance are adopted as findings in support of this Ordinance.

Section 4. **Severability.** The sections and subsections of this ordinance are severable. The invalidity of any section or subsection shall not affect the validity of the remaining sections and subsections.

Section 5. **Conflicts.** In the event that sections or provisions of this ordinance conflicts with other ordinances, then the standards established by this ordinance shall take priority.

Section 6. **Reference Errors.** The City Recorder, at the request of, or with the concurrence of the City Attorney, is authorized to administratively correct any reference errors contained herein.

After public notice and reading pursuant to the Coburg City Charter and after Council deliberations followed by councilor motion and second, this ordinance was put to a vote, the results of which were:

ADOPTED by the **City Council** of the **City of Coburg** this 9th day of August, 2022, by a vote of ____ for and ____ against.

APPROVED by the Mayor of the City of Coburg this __th day of _____, 2022.

Ray Smith, Mayor

ATTEST:

Sammy L. Egbert, City Recorder

CITY OF COBURG PROPOSED CODE AMENDMENT MATRIX (JULY 2022)

Code Section	Current Code Language or Description	Potential Amendments	Page Number
Title Page	<i>City of Coburg Development Code May, 2018 (Amended November, 2019)</i>	Change title to the Coburg, Oregon Zoning Code , as the document is referenced in Article 1. Title (page 1)	Title page
Table of Contents	<i>Ordinance No. A-200-I</i>	Update to current ordinance Ordinance No. A-200-L	i
ARTICLE VII. DISTRICT REGULATIONS			
C. Central Business District	<i>Section C.2.d Prohibited Uses</i>	Add (8) Formula based business (to be defined in Article XXV. Definitions) Renummer (9) All uses not listed as permitted, accessory, or conditional uses	20
	<i>Section C. 3. Building or Structural Height Standards, 4. Lot Dimensions, 5. Maximum Lot Coverage, 6. Minimum Yard Requirements, 7. Parking and Access Requirements, 8. Street Standards, 9. Pedestrian Amenities, 10. Building Orientation, and 11. Historic Building Design</i>	All of these regulations are in the new form-based code overlay (Special Districts Section K.) Building or Structural Height Standards, Lot Dimensions, Maximum Lot Coverage, Minimum Yard Requirements, Parking and Access Requirements, Street Standards, Pedestrian Amenities, Building Orientation, and Historic Building Design	21-23 strikethrough
		Add reference to Article IX. Section K. Form Based Code Overlay: 3. See Article IX. Special Districts Section K. Form Based Code Overlay for Central Business District for building standards and other regulations and requirements in this zoning district. (Attachment B)	21

Code Section	Current Code Language or Description	Potential Amendments	Page Number
D. Highway Commercial District	.	Add a new image showing what potential development could look like titled Figure VII.D.14.f Add rendering/illustration Figure VII.D.14.f (Attachment C)	34
E. Light Industrial District	<i>Add Section 2.a(2)(xv)</i>	Add beer and wine as permitted use Section 2.a(2)(xv) Beer and Wine	35
F. Campus Industrial District	<i>F.2.a(2) (2) Manufacturing and Assembly, and including Associated Sales, where the use does not require a permit from an air quality public agency and where any industrial activity occurs within an enclosed building</i>	Remove air quality permit language as recommended by Lane Regional Air Protection Agency (LRAPA) (2) Manufacturing and Assembly, and including Associated Sales, where the use does not require a permit from an air quality public agency and where any industrial activity occurs within an enclosed building.	40 strikethrough
New Section J. Public Facilities	<i>Add new Section. There is no Public Facilities section or regulations currently</i>	Add Section J. Public Facilities. (Attachment E)	51
ARTICLE VIII. SUPPLEMENTARY DISTRICT REGULATIONS			
E. Streets, Alleys and Other Public Way Standards		Add additional street standards. (Attachment D)	60-64
K. Accessory Dwelling Units	<i>1.e Owner/Occupancy Requirements Owner/Occupancy Requirements. Either the primary dwelling or the ADU shall be the principal residence of the property owner. The principal residence must be occupied for a minimum of 6 months of each calendar year by a property owner who is the majority owner of the property as shown in the most recent Lane County Assessor's roll. If there is</i>	Remove 1.e Owner/Occupancy Requirements 1.e Owner/Occupancy Requirements Owner/Occupancy Requirements. Either the primary dwelling or the ADU shall be the principal residence of the property owner. The principal residence must be occupied for a minimum of 6 months of each calendar year by a property owner who is the majority owner of the property as shown in the most recent Lane County Assessor's roll. If there is more than one property	78 strikethrough

Code Section	Current Code Language or Description	Potential Amendments	Page Number
	<i>more than one property owner of record, the owner with the majority interest in the property shall be deemed the property owner. Prior to issuance of a building permit for an ADU, the property owner must provide the City with a copy of the property deed to verify ownership, and two forms of documentation to verify occupancy of the primary residence. Acceptable documentation for this purpose includes voter's registration, driver's license, homeowner's insurance, income tax filing, and/or utility bill. When both the primary and ADU are constructed at the same time, such documentation must be provided prior to final occupancy.</i>	owner of record, the owner with the majority interest in the property shall be deemed the property owner. Prior to issuance of a building permit for an ADU, the property owner must provide the City with a copy of the property deed to verify ownership, and two forms of documentation to verify occupancy of the primary residence. Acceptable documentation for this purpose includes voter's registration, driver's license, homeowner's insurance, income tax filing, and/or utility bill. When both the primary and ADU are constructed at the same time, such documentation must be provided prior to final occupancy.	
	<i>f. Temporary Leave. A property owner may temporarily vacate the principal residence up to one year due to a temporary leave of absence for an employment, educational, volunteer opportunity, or medical need. The property owner must provide the City proof of temporary leave status from the property owner's employer, educational facility, volunteer organization or medical provider, and a notarized statement that the property owner intends to resume occupancy of the principal residence after the one year limit. During the temporary leave, the property owner may rent or lease both units on the property. Leaves in which property owner is temporarily absent shall not be consecutive and shall not occur more than once every 5 years. This</i>	Remove 1.f Temporary Leave f. Temporary Leave. A property owner may temporarily vacate the principal residence up to one year due to a temporary leave of absence for an employment, educational, volunteer opportunity, or medical need. The property owner must provide the City proof of temporary leave status from the property owner's employer, educational facility, volunteer organization or medical provider, and a notarized statement that the property owner intends to resume occupancy of the principal residence after the one year limit. During the temporary leave, the property owner may rent or lease both units on the property. Leaves in which property owner is temporarily absent shall not be consecutive and shall not occur more than once every 5 years. This standard may be adjusted at the discretion of the City.	79 strikethrough

Code Section	Current Code Language or Description	Potential Amendments	Page Number
	<i>standard may be adjusted at the discretion of the City.</i>		
L. Design Standards and Guidelines		Add standard 4.f(iii) to Materials section 4.f(iii) No metal siding on accessory structures over 200 sq. ft.	84
	<i>3.a. Purpose – The purpose statement explains the intent of the standard for use in interpretations and discretionary reviews where the standards are applied. Design Standard – The design standards are clear and objective standards that shall be applied during administrative and/or discretionary reviews. b. Design Guidelines – The design guidelines are encouraged but not required as part of administrative reviews. They may be required as part of discretionary reviews.</i>	“Design Standard” should have its own numbering instead of being tucked in with “a. Purpose”. Indent Design Standard and renumber Design Guideline: 3.a. Purpose – The purpose statement explains the intent of the standard for use in interpretations and discretionary reviews where the standards are applied. b. Design Standard – The design standards are clear and objective standards that shall be applied during administrative and/or discretionary reviews. c. Design Guidelines – The design guidelines are encouraged but not required as part of administrative reviews. They may be required as part of discretionary reviews.	80
	<i>4.a(2)(ii) The minimum finished height of a front porch is 16 inches above grade. The maximum-finished grade for an entry porch in a single-family residential zone is 3 feet above grade.</i>	Reducing the minimum to 13 inches: The minimum finished height of a front porch is 13 inches above grade. The maximum-finished grade for an entry porch in a single-family residential zone is 3 feet above grade.	
	<i>4.b(2)(ii) (ii) No more than 30 percent of the front yard area shall be pavement.</i>	Adding clarification that a driveway is not included in the calculation: (ii) No more than 30 percent of the front yard area shall be pavement. Driveway area is not included in this calculation.	81

Code Section	Current Code Language or Description	Potential Amendments	Page Number
M. Mixed Use	2.b.1 <i>(1) Parking, Garages, and Driveways. All off-street vehicle parking, including surface lots and garages, shall be oriented to alleys or located in parking areas located behind or to the side of the building; except that side-yards facing a street (i.e., corner yards) shall not be used for surface parking. All garage entrances facing a street (e.g., underground or structured parking) shall be recessed behind the front building elevation by a minimum of 4 feet. On corner lots, garage entrances shall be oriented to a side street when access cannot be provided from an alley. These standards do not apply when prevented by existing developments or topography. Each dwelling unit shall provide the required number of parking and bicycle spaces as required in Article VIII.</i>	Strikethrough the recess requirement for garages (1) Parking, Garages, and Driveways. All off-street vehicle parking, including surface lots and garages, shall be oriented to alleys or located in parking areas located behind or to the side of the building; except that side-yards facing a street (i.e., corner yards) shall not be used for surface parking. All garage entrances facing a street (e.g., underground or structured parking) shall be recessed behind the front building elevation by a minimum of 4 feet. On corner lots, garage entrances shall be oriented to a side street when access cannot be provided from an alley. These standards do not apply when prevented by existing developments or topography. Each dwelling unit shall provide the required number of parking and bicycle spaces as required in Article VIII.	92
N. Mobile Food Vending		N.2 Design Standards Add: f. Mobile food carts must be set back 5 feet from all other structures including the outside of awnings and other food carts.	
		N.3 Utilities Add: e. A fire extinguisher is required. f. The maximum propane (LPG) is 200 lbs.	
		N.6 Approvals Add	

Code Section	Current Code Language or Description	Potential Amendments	Page Number
		c. Mobile Food Cart operators shall meet Oregon fire code as required	
ARTICLE IX. SPECIAL DISTRICTS			
New Section K. Form Based Code Central Business District Overlay		Add Section K. Form Based Code Overlay to Central Business District boundaries. (Attachment B) <u>Purpose</u> The purposes of the Downtown Coburg Overlay District are to: A. Encourage and direct development within the boundaries of the Downtown Coburg Overlay District; B. Encourage a form of development that will achieve the physical qualities necessary to preserve and enhance the downtown area as the historic heart of the community, reflect the small town and historic architectural character of Coburg, and provide an attractive, pedestrian-oriented setting; C. Encourage smaller scale commercial and business facilities, civic buildings and city functions, and mixed use, as stated in the Coburg Comprehensive Plan, Policy 11. <u>Applicability</u> A.The Downtown Coburg Overlay District shall be an overlay district that applies over the existing C-1 zoning district.	103

Code Section	Current Code Language or Description	Potential Amendments	Page Number
		B. Use and development of land within the Downtown Coburg Overlay District shall be regulated as follows: 1. Any existing use shall be permitted to continue and the use shall be subject to the underlying zoning requirements and not the Downtown Coburg Overlay District. 2. Any alteration to the footprint, height, or massing of the existing building, or alteration of any parcel shall subject the entire building to the requirements of the Downtown Coburg Overlay District and shall be brought into compliance with the requirements of the Downtown Coburg Overlay District to the maximum extent practical, as determined by the Planning Commission. 3. Where a new building is proposed, the site shall be subject to the requirements of the Downtown Coburg Overlay District. C. Development applications within the Downtown Coburg Overlay District shall be required to follow the Review Procedures contained in Article X. D. A Downtown Coburg Overlay District Regulating Plan has been adopted that divides the Downtown Coburg Overlay District into parcel types. Each parcel type designated on the Regulating Plan prescribes requirements for building form, height and massing as follows: See Attachment B for full Section including regulating plan	

Code Section	Current Code Language or Description	Potential Amendments	Page Number
ARTICLE X. TYPES OF REVIEW PROCEDURES			
Table X.1	<i>Subdivision – Final Type III</i>	The final plat should be a Type I administrative procedure. It is clear and objective. Update table to: Subdivision – Final Type I	106
		Adding the type of review procedure for Mobile Food Vending Mobile Food Vending – Type I -- see ARTICLE VIII Supplementary District Regulations	
E. Type IV Procedure (Legislative).	<i>Type IV (4) The Oregon Department of Land Conservation and Development (DLCD) shall be notified in writing of proposed comprehensive plan and development code amendments at least 45 days before the first public hearing at which public testimony or new evidence will be received. The notice to DLCD shall include a DLCD Certificate of Mailing.</i>	Adjust for “35/45-day” notice rule. DLCD changed notice requirement to 35 days instead of 45 days. Further, notices are now able to be submitted online instead of postal mail. (4) The Oregon Department of Land Conservation and Development (DLCD) shall be notified in writing or through the online PAPA process of proposed comprehensive plan and development code amendments at least 35 days before the first public hearing at which public testimony or new evidence will be received. The notice to DLCD shall include a DLCD Certificate of Mailing.	119

Code Section	Current Code Language or Description	Potential Amendments	Page Number
ARTICLE XI. LAND USE REVIEW AND SITE DESIGN REVIEW			
E. Site Design Review- Application Submission Requirements	<i>Article XI.E.2.j Other information determined by the City Planning Official</i>	Add the development checklist as j. and renumber other information to k. Article XI.E.2.j Development Checklist (Attachment B) required for applications within the Central Business District Article XI.E.2.k Other information determined by the City Planning Official	140
ARTICLE XII. LAND DIVISIONS AND PROPERTY LINE ADJUSTMENTS			
C. Tentative Approval	<i>2(a), 7(bb), 7(bb)(4)</i> <i>a. Process. Applications for tentative partition plan review shall be processed as Type III applications in accordance with ARTICLE X.D.</i> <i>(bb) The proposed partition will:</i> <i>4. The proposed partition provides direct bicycle and pedestrian access to nearby and adjacent residential areas, transit stops, neighborhood activity centers, commercial areas, and employment and industrial areas, and provides safe, convenient and direct transit circulation, provided the City makes findings to demonstrate consistency with constitutional requirements. "Nearby" means uses within 1/4 mile that can reasonably be expected to be used by pedestrians, and uses within 2 miles that can be</i>	There is currently a scrivener's error where "partition" should be replaced with "subdivision". It appears this was a copy and paste error. Replace "partition" with "subdivision" where partition was placed in error 2(a), 7(bb), 7(bb)(4) a. Process. Applications for tentative partition subdivision plan review shall be processed as Type III applications in accordance with ARTICLE X.D. (bb) The proposed partition subdivision will: 4. The proposed partition subdivision provides direct bicycle and pedestrian access to nearby and adjacent residential areas, transit stops, neighborhood activity centers, commercial areas, and employment and industrial areas, and provides safe, convenient and	151, 152

Code Section	Current Code Language or Description	Potential Amendments	Page Number
	<i>reasonably expected to be used by bicyclists.</i>	direct transit circulation, provided the City makes findings to demonstrate consistency with constitutional requirements. "Nearby" means uses within 1/4 mile that can reasonably be expected to be used by pedestrians, and uses within 2 miles that can be reasonably expected to be used by bicyclists.	
ARTICLE XXV. DEFINITIONS			
		Formula based business: a type of retail sales establishment, restaurant, tavern, bar, or take-out food establishment, which is under common control or is a franchise, and is one of ten or more businesses or establishments worldwide maintaining two or more of the following features: (a) Standardized menu or standardized array of merchandise with 50% or more of in-stock merchandise from a single distributor bearing uniform markings. (b) Trademark or service mark, defined as a word, phrase, symbol or design, or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of the goods from one party from those of others, on products or as part of the store design, such as cups, napkins, bags, boxes, wrappers, straws, store signs or advertising devices. (c) Standardized signage and color scheme used throughout the interior of the establishment. (d) Standardized uniform, including but not limited to, aprons, pants, shirts, smocks or dresses, hat and pins (other than name tags).	212

Code Section	Current Code Language or Description	Potential Amendments	Page Number
		(e) Standardized façade, signage or color scheme used on the exterior of the establishment.	

Downtown Coburg Overlay District

- 1. Intent.** The intent of the Downtown Coburg Overlay District is to:
 - a. Encourage and direct development within the boundaries of the Downtown Coburg Overlay District;
 - b. Encourage a form of development that will achieve the physical qualities necessary to preserve and enhance the downtown area as the historic heart of the community, reflect the small town and historic architectural character of Coburg, and provide an attractive, pedestrian-oriented setting; and
 - c. Encourage smaller-scale commercial and business facilities, civic building and city functions, and mixed use, as stated in the Coburg Comprehensive Plan, Policy 11.
- 2. Applicability.**
 - a. The Downtown Coburg Overlay District shall be an overlay district that applies over the existing C-1 zoning district.
 - b. Use and development of land within the Downtown Coburg Overlay District shall be regulated as follows:
 - (1) Any existing use shall be permitted to continue and the use shall be subject to the underlying zoning requirements and not the Downtown Coburg Overlay District.
 - (2) Any alteration to the footprint, height, or massing of the existing building, or alteration of any parcel shall subject the entire building to the requirements of the Downtown Coburg Overlay District and shall be brought into compliance with the requirements of the Downtown Coburg Overlay District to the maximum extent practical, as determined by the Planning Commission.
 - (3) Where a new building is proposed, the site shall be subject to the requirements of the Downtown Coburg Overlay District.
 - c. Development applications within the Downtown Coburg Overlay District shall be required to follow the Review Procedures contained in Article X.
- 3. Regulating Plan.**
 - a. Purpose and Applicability**
 - (1) A Downtown Coburg Overlay District Regulating Plan has been adopted that divides the Downtown Coburg Overlay District into parcel types. Each parcel type designated on the Regulating Plan prescribes requirements for building form, height and massing which ensures that future growth helps meet the community's goals and vision for the district.
 - (2) All new development, redevelopment, alteration to the footprint, height, or massing of an existing building, and improvement to parcels within the Downtown Coburg Overlay District must comply with regulations for the applicable Parcel Type as well as applicable regulations in the City of Coburg Development Code.

b. Parcel Types. The following list defines the intent of each Parcel Type.

(1) Downtown Core Parcel Type

- (i) The primary intent of this parcel type is to create a vibrant, high density, pedestrian-oriented Main Street along N Willamette St.
- (ii) The mixed-use character of this parcel type is reflected in the verticality of its buildings, where each floor typically hosts a different use. Typically along streetfronts, retail or service uses are located on the ground floor of the building, and residential (lofts), office, retail, trade or service uses are located on the upper floor(s).

(2) Downtown Flex Parcel Type

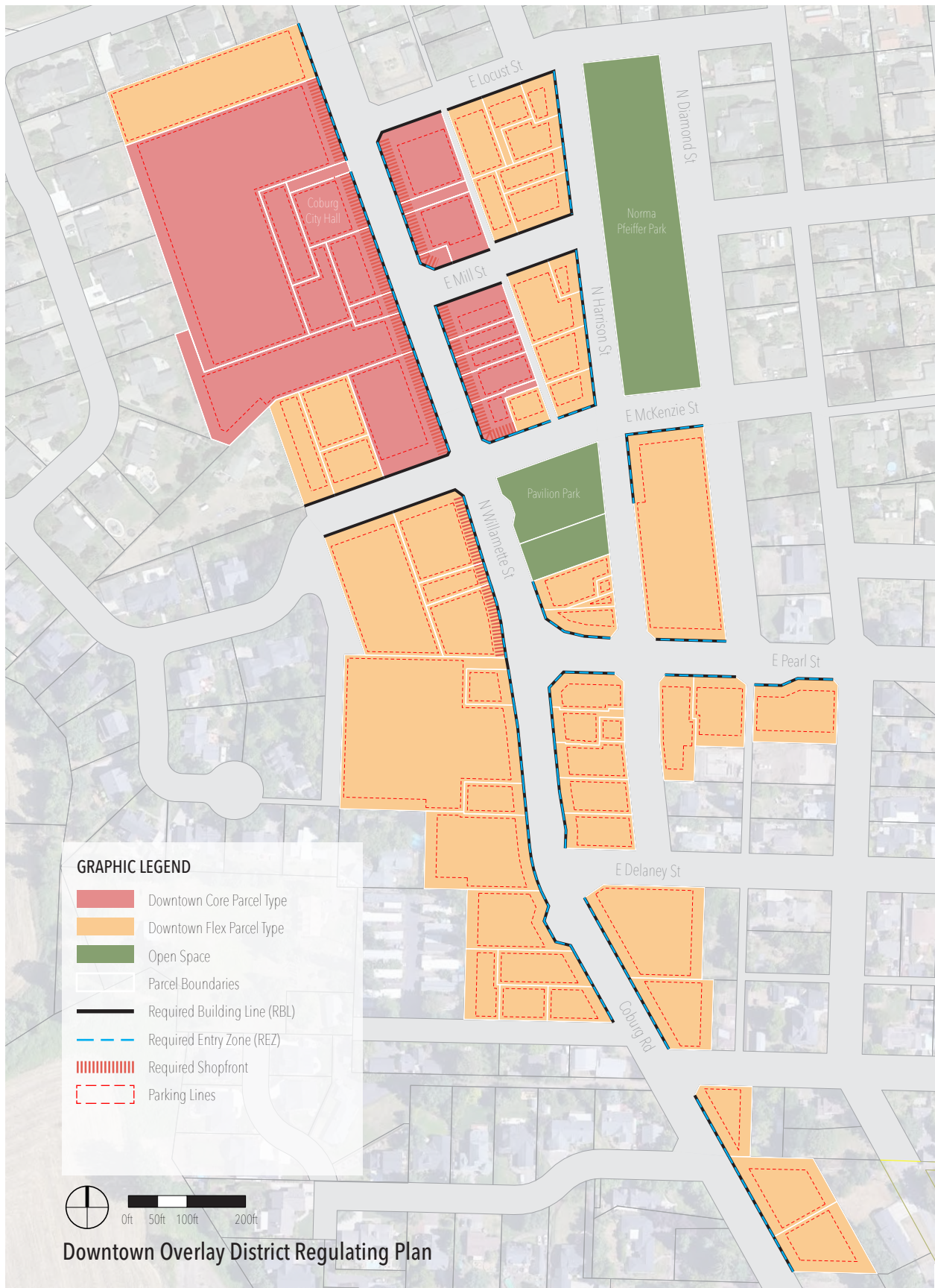
- (i) The primary intent of this parcel type is to encourage vibrant, pedestrian-oriented, mixed-use development throughout the Downtown Coburg Overlay District.
- (ii) The mixed-use character of this parcel type is defined by the flexibility and compatibility in use, in a sense that no parcel is restricted to a single use. This allows retail, service, office, live-work, and residential (townhomes or lofts) uses to be within proximity of each other, vertically or horizontally.

4. Building Standards

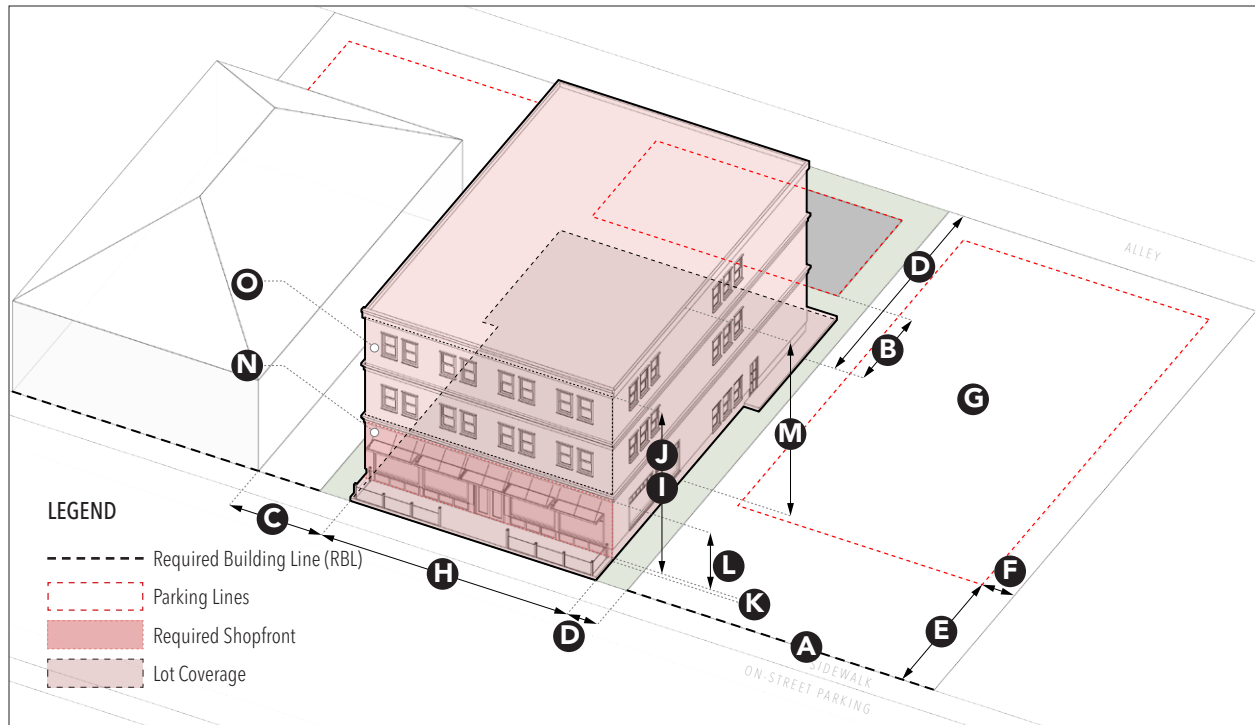
a. Purpose and Applicability

- (1) The purpose of this section is to set forth regulations for Building Standards and design guidelines applicable to Parcel Types within the Downtown Coburg Overlay District. These standards are intended to ensure that new developments strengthen and enhance the existing architectural character and neighborhood scale of Downtown Coburg.
- (2) The requirements in this section apply to all proposed development within the Downtown Coburg Overlay District and must be considered in relation to the intent and general architectural and neighborhood character of the district. The Building Standards also apply to any alteration to the footprint, height, or massing of the existing building, or alteration of any parcel.
- (3) These Building Standards do not apply to the existing use of any buildings or parcel and will not prevent the restoration of a building damaged not more than fifty (50) percent of its assessed valuation by fire, explosion, or extreme weather event.

b. Building Standards. The following pages illustrate and detail requirements regarding building forms for each Parcel Type.



A. DOWNTOWN CORE BUILDING STANDARDS

**Use**

Ground floor:	retail, service, office, trade; residential permitted on non-street-facing part(s) of the lot
Upper floor(s):	retail, service, office, trade, residential

Placement

Front required building line (RBL)	0 ft; the front-most part of the building (i.e. wall, front porch) must be built to the RBL	A
Setback from secondary roads and parking	0 ft min.	B
Setback from other buildings	comply with applicable Uniform Fire Code standards	C
Rear and side setbacks	0 ft min.; see Notes when abutting Traditional Residential parcel	D
Parking setback from RBL	30 ft min.	E
Parking setback from parcel lines with no RBL	6 ft min.; 20 ft min. when abutting Traditional Residential parcel	F

Coverage

Lot size	25 ft min. width; 1,500 sq ft min. area	G
Lot coverage	100% max.; see Notes for prerequisites	
Primary street facade built to RBL	80% min. of RBL length	H
Building width and length	150 ft max.; exterior building articulation required every 40 horizontal feet or less	

Height

Minimum number of floors	2 floors	I
Maximum number of floors	3 floors	J
Ground floor elevation	0 in min. above sidewalk; see Notes for residential use	K
Floor to floor height	10 ft min.	L
Building height	45 ft max.; see Notes when abutting Traditional Residential parcel	M

Fenestration

Percent of facade area (ground floor)	60%-80%	N
Percent of facade area (upper floors)	40%-80%	O

DOWNTOWN CORE BUILDING STANDARDS

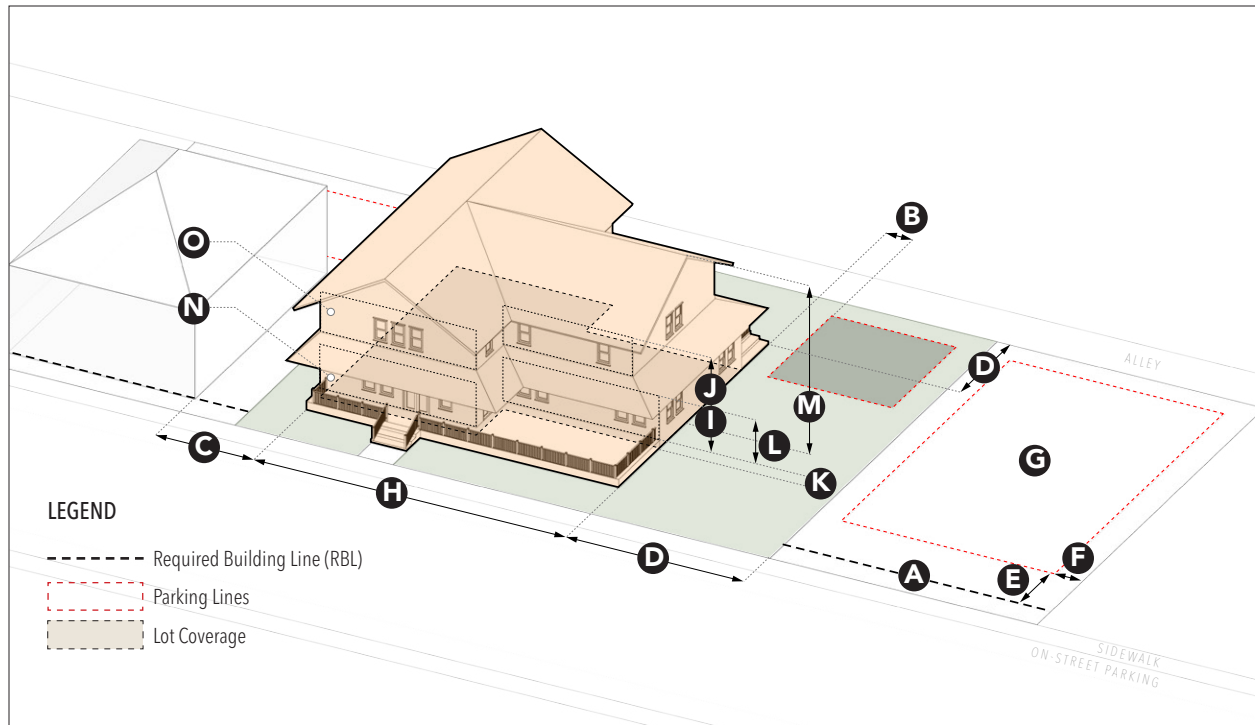
The physical form of buildings on this parcel type is regulated to reflect the town center character of downtown, with required shopfront on the ground floor where RBL exists. Because the Downtown Coburg Overlay District is part of Coburg's "Architecturally Controlled Areas," the building form must also reflect the local architectural characteristics, as defined in Section 3.c of this Overlay Code.



Notes

- Buildings on parcels that abut a Traditional Residential parcel must be set back at least one foot for each foot in building height from the shared property line(s), up to a maximum required setback of 45 ft; building height is measured from the average grade to the top of the wall facing the shared property line or to the top of the highest window or door, whichever is higher
- One hundred percent coverage is allowable when applicable minimum loading space, stormwater, and setback requirements are met
- The ground floor of non-street-facing residential use must be elevated a minimum of 16 inches above grade
- Primary building entrance must be located along the Required Entry Zone (REZ) and be oriented to the street
- Pedestrian sidewalks or walkways must be provided to connect the building primary entrance to the public right of way
- Uses that create odor, dust, smoke, noise, or vibration that is perceptible beyond the property boundaries are prohibited
- All new developments are required to provide a minimum of two of the following pedestrian amenities
 - Outdoor seating options
 - Extra wide sidewalk
 - Courtyard or pocket park
 - Rain garden and/or planters
 - Other opportunities for open spaces
- All new constructions and major renovations are required to incorporate historic building exterior design elements as detailed in Section 3.c of this Overlay Code "Architecturally Controlled Areas"
- The the Downtown Coburg Overlay District is exempt from the minimum off-street parking requirements under Article VIII.B Section 2(b) of the Coburg Development Code, except for employees parking and work vehicles that are stored on site
- Refer to Article VIII.M.2.b.(1) for off-street vehicle parking standards for mixed-use development in the Downtown Coburg Overlay District
- If more than four dwelling units are proposed, an alley or private mid-block lane are required for vehicle access
- No structural improvements, except road surfacing, are allowed within 10 feet of the centerline of an alley
- Any ground-level shopfront windows facing circulation networks must be kept visible (unshuttered) at night

B. DOWNTOWN FLEX BUILDING STANDARDS

**Use**

Ground floor:	retail, service, office, trade, residential
Upper floor(s):	retail, service, office, trade, residential

Placement

Front required building line (RBL)	0 ft min. - 6 ft. max.; the front-most part of the building (i.e. wall, front porch) must be built to the RBL	A
Setback from secondary roads and parking	6 ft min.	B
Setback from other buildings	comply with applicable Uniform Fire Code standards	C
Rear and side setbacks	0 ft min.; see Notes when abutting Traditional Residential parcel	D
Parking setback from RBL	20 ft min.	E
Parking setback from parcel lines with no RBL	6 ft min.; 20 ft min. when abutting Traditional Residential parcel	F

Coverage

Lot size	25 ft min. width; 1,500 sq ft min. area	G
Lot coverage	100% max.; see Notes for prerequisites	
Primary street facade built to RBL	60% min. of RBL length	H
Building width and length	150 ft max.; exterior building articulation required every 40 horizontal feet or less	

Height

Minimum number of floors	1 floors	I
Maximum number of floors	3 floors	J
Ground floor elevation	0 in min. above sidewalk; 16 in min. for above-grade residential use	K
Floor to floor height	10 ft min.	L
Building height	45 ft max.; see Notes when abutting Traditional Residential parcel	M

Fenestration

Percent of facade area (ground floor)	50%-80%	N
Percent of facade area (upper floors)	40%-80%	O

DOWNTOWN FLEX BUILDING STANDARDS

The physical form of buildings on this parcel type is regulated to support active street and seamless pedestrian experience, with ground floor shopfront for retail, service, and office uses, or street-oriented frontage for residential and live-work uses. Downtown Flex parcels at critical nodes may be required to provide ground floor shopfronts. Because the Downtown Coburg Overlay District is part of Coburg's "Architecturally Controlled Areas," the building form must also reflect the local architectural characteristics, as defined in Section 3.c of this Overlay Code.



Notes

- Buildings on parcels that abut a Traditional Residential parcel must be set back at least one foot for each foot in building height from the shared property line(s), up to a maximum required setback of 45 ft; building height is measured from the average grade to the top of the wall facing the shared property line or to the top of the highest window or door, whichever is higher
- One hundred percent coverage is allowable when applicable minimum loading space, stormwater, setbacks, and parking requirements are met
- Primary building entrance must be located along the Required Entry Zone (REZ) and be oriented to the street
- Pedestrian sidewalks or walkways must be provided to connect the building primary entrance to the public right of way
- Uses that create odor, dust, smoke, noise, or vibration that is perceptible beyond the property boundaries are prohibited
- All new developments are required to provide a minimum of two of the following pedestrian amenities
 - Outdoor seating options
 - Extra wide sidewalk
 - Courtyard or pocket park
 - Rain garden and/or planters
 - Pedestrian-scaled awnings or canopies
 - Other opportunities for open spaces
- All new constructions and major renovations are required to incorporate historic building exterior design elements as detailed in Section 3.c of this Overlay Code "Architecturally Controlled Areas."
- The the Downtown Coburg Overlay District is exempt from the minimum off-street parking requirements under Article VIII.B Section 2(b) of the Coburg Development Code, except for employees parking and work vehicles that are stored on site
- Refer to Article VIII.M.2.b.(1) for off-street vehicle parking standards for mixed-use development in the Downtown Coburg Overlay District
- If more than four dwelling units are proposed, an alley or private mid-block lane are required for vehicle access
- No structural improvements, except road surfacing, are allowed within 10 feet of the centerline of an alley

- c. **Architecturally Controlled Areas.** Building Standards are not intended to indicate or suggest any specific architectural style. However, because the Downtown Coburg Overlay District is part of Coburg's "Architecturally Controlled Areas," the physical form of buildings in this district is regulated to reflect the local historic architectural characteristics.

- (1) The following historic building exterior design elements are required for all new construction and major renovations in order to maintain and improve the historic storefront character of the downtown. Historic Structures are also subject to the conditional use criteria in Article XIV.
 - (i) Decorative doors, transom, or clerestory windows.
 - (ii) Windows with trim comparable in style to that commonly used on other historic buildings in the C-1 district.
 - (iii) Certain percentage of the ground floor facade facing the street must have windows. The lower edge of these windows must be no more than 30 inches above the sidewalk. Refer to the corresponding Parcel Type's Building Standards for applicable range of fenestration percentages.
 - (iv) The pitch and style of rooflines must be comparable to existing historic rooflines.
 - (v) Surface detailing is required for blank walls (permitted on non-street facing facades only) and must include offsets, windows, siding, murals, or other similar features.
 - (vi) Weather protection for pedestrians (awnings or canopies). Lighted or bubble awnings are not allowed.

- d. **Shopfront Design Standards.** Building frontage, which is the intersection between the ground floor of the building and the public sidewalks, defines the character of each building. Collectively, building frontages define the built character of a neighborhood. Therefore, welcoming frontages are a critical ingredient in achieving the intent of creating a walkable, interactive, and vibrant public realm in downtown Coburg.

- (1) Shopfronts are required for the ground floor of all Downtown Core buildings that face the main street (N Willamette St) and Pavilion Park.
- (2) The following shopfront design standards detail frontage elements that can help provide streets and the general public realm with a comfortable, human-scale, lived-in appearance.
 - (i) Shopfronts must be composed of a base up to 30 inches tall, with clear glazing that extends from the base to at least eight feet above the sidewalk level.
 - (ii) Windows and doors must extend along at least 60 percent of the length of the shopfront facade. The lower edge of these windows must be no higher than 30 inches above the sidewalk. Any ground-level shopfront windows facing circulation networks must be kept visible (unshuttered) at night.

- (iii) Storefronts must incorporate weather protection elements for pedestrians (awnings or canopies); lighted or bubble awnings are not allowed.
- (iv) The location, design, and lighting of signage is integral to the shopfront design; refer to Coburg Sign Ordinance A-155.



This conceptual rendering looking north at the corner of E Mill Street and N Harrison Street shows how future development under Downtown Flex could help to frame Pfeiffer Park and activate the street corner for pedestrians.



Current state

5. Sustainable Landscape Standards for Downtown Coburg

a. Purpose and Applicability

- (1) Landscape plays a number of very important roles in the built environment, both at the parcel level and at the larger, neighborhood level. Its more conventional role includes helping generate a network of comfortable, habitable, and beautiful public and private open spaces that support pedestrian functions and a full range of activities in a vibrant public realm.

The role of landscape has also evolved to promote environmental stewardship, addressing sustainability concerns particularly in relation to biofiltration stormwater management. This section focuses on the ways in which site designs can integrate practices of sustainable stormwater management known as "Low Impact Development (LID)."

- (2) Applicant or developer of all new development, redevelopment, alteration to the footprint, height, or massing of an existing building, and improvement to parcels, must demonstrate post-development runoff at or below pre-development rates.
- (3) New developments must provide on-site vegetated stormwater infrastructure as necessary, appropriately sized by the site designers to mitigate any increase in stormwater runoff post-development.
- (4) Article VII.C.4.c Parking Lot Design pertains to landscape-related design standards for parking lots in the Downtown Coburg Overlay District. For parking lot regulations outside of landscaping, refer to Article VIII.B. Parking Regulation as part of the Supplementary District Regulations.

b. On-site Stormwater Infrastructure

- (1) LID is an approach to land development that works with nature in managing stormwater as close to its source as possible to minimize stormwater runoff from buildings and impervious surfaces. Unlike a conventional system that would simply pipe unfiltered stormwater through metal grates straight into drainage channels, LID-based stormwater management approach relies on vegetated natural systems to collect, infiltrate, and filter rainwater on site, often reducing the need for costly underground structures.
- (2) The following list introduces some examples of the different types of best management practices (BMP) for on-site stormwater management commonly adopted in the site development process.

RAIN GARDEN

Rain gardens are vegetated, flat bottomed, shallow landscape depression that collect and hold stormwater runoff, allowing pollutants to settle and filter out as water infiltrates into the ground. Rain gardens are generally smaller and more appropriate for residential systems than bioswales. Rain gardens can be installed in almost any unpaved space. They have the versatility to be configured in a number of different shapes and sizes, such as a standalone landscape amenity, part of a larger garden, or as a strip bordering hardscapes such as parking lots, driveways, or sidewalks.

The entire rain garden must maintain 90 percent vegetation coverage. Plants selected for a rain garden need to be able to withstand moisture conditions ranging from flooded to dry, an edge that native plants often have. More complex rain gardens are equipped with drainage systems and amended soils, often referred to as bioretention or bioinfiltration cells. As water percolates, the layers of vegetation and soil mediums filter pollutants out of water before it infiltrates into the ground below or gets piped to its downstream destination. Rainfall infiltrates into the ground until the soil reaches its absorption capacity, which under ordinary rainfall events should manage most of the volume. During heavy rainfalls, any overflow will be piped to its downstream destination.

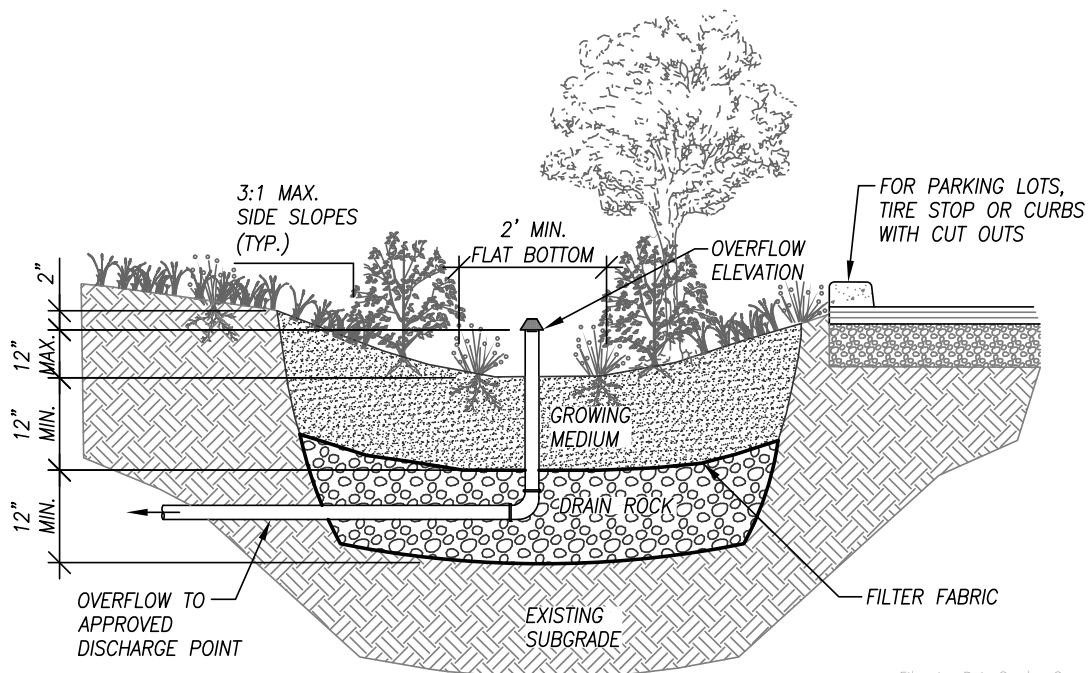
Rain gardens can be used to fulfill applicable requirement for site landscaping area, and should be integrated into the overall site design.



Rain garden as part of an urban green infrastructure
Source: U.S. Environmental Protection Agency



Rain garden on a residential property
Source: Stormwater Report, Water Environment Federation



Filtration Rain Garden Concept Details
Source: City of Coburg Standard Drawing SS-004

VEGETATED SWALE

Vegetated swales are an open channel stormwater system that provide an alternative to the conventional storm sewer piping. They can absorb low flows or carry runoff from heavy rains to storm sewer inlets or directly to surface waters. Additionally, vegetated swales improve water quality by infiltrating the first flush of stormwater runoff and filtering the large storm flows they convey. Because most of the annual precipitation comes from frequent, small rain events, these swales are able to infiltrate and filter nearly all of this water, provided that they are appropriately sized.

Because they are a stormwater runoff conveyance system, vegetated swales are typically a linear system that is long and narrow. Because they tend to be larger in size compared to rain gardens, vegetated swales are prepared to manage a large amount of runoff from large impervious surfaces, such as roadways and parking lots.

Like rain gardens, vegetated swales are vegetated with plants that can withstand both heavy watering and drought, which are often native plants. Whenever possible, design vegetated swales to utilize and enhance existing natural drainage depressions.

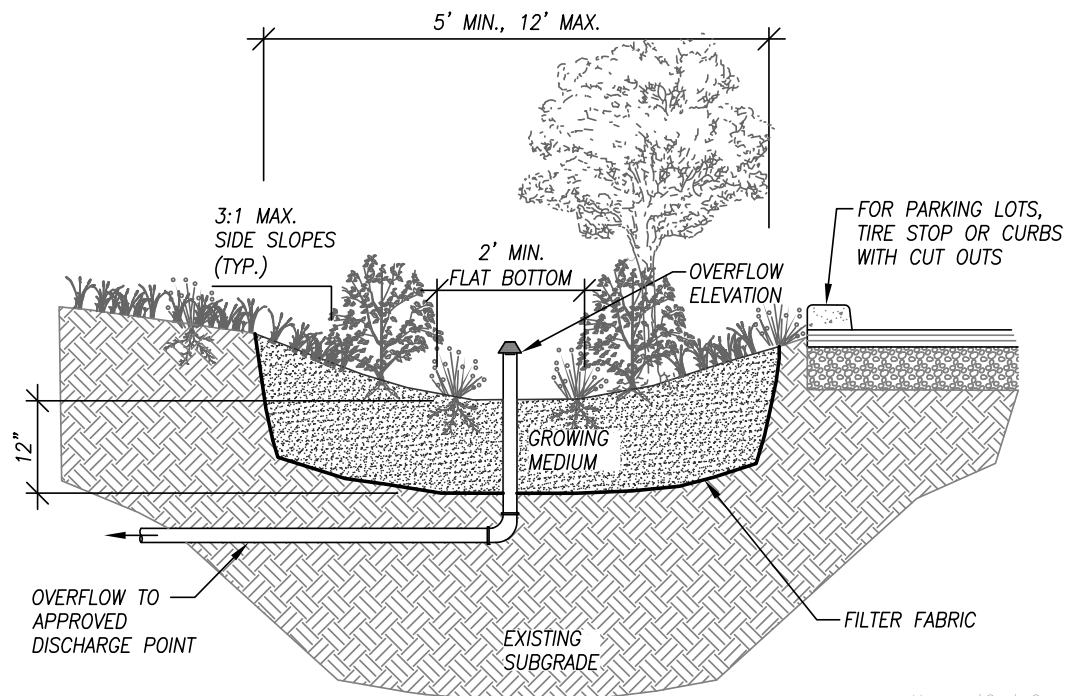
Vegetated swales can be used to fulfill applicable requirement for site landscaping area, and should be integrated into the overall site design.



Vegetated swale as part of a larger landscape
Source: Sustainable Campus, Cornell University



The use of vegetated swale along a surface parking lot
Source: University of California, Santa Barbara



Vegetated Swale Concept Details
Source: City of Coburg Standard Drawing SS-002

GRASSED SWALE

Grassed swales are an open channel stormwater system akin to vegetated swales, but only planted with grasses and are essentially drainage ditches. Because grassed swales have less vegetation, they are typically less costly and require lower maintenance than vegetated swales. However, grassed swales tend to provide significantly less infiltration and pollutant filtration opportunities. Nevertheless, when properly designed and sized, grassed swales can still result in a significant improvement over catch basins and conventional pipes in both the slowing and cleaning of stormwater runoff.

Grassed swales are generally used to treat relatively small drainage areas of five acres or less. Vegetated swales or grassed swales that are constructed in tandem with other stormwater management practices are recommended for more urbanized areas or highly impervious areas.

Select grass species that produce fine, uniform, and dense cover and that can withstand a range of moisture conditions. Avoid cutting grass shorter than the design flow depth because it may reduce the grass' effectiveness in slowing and cleaning stormwater runoff.

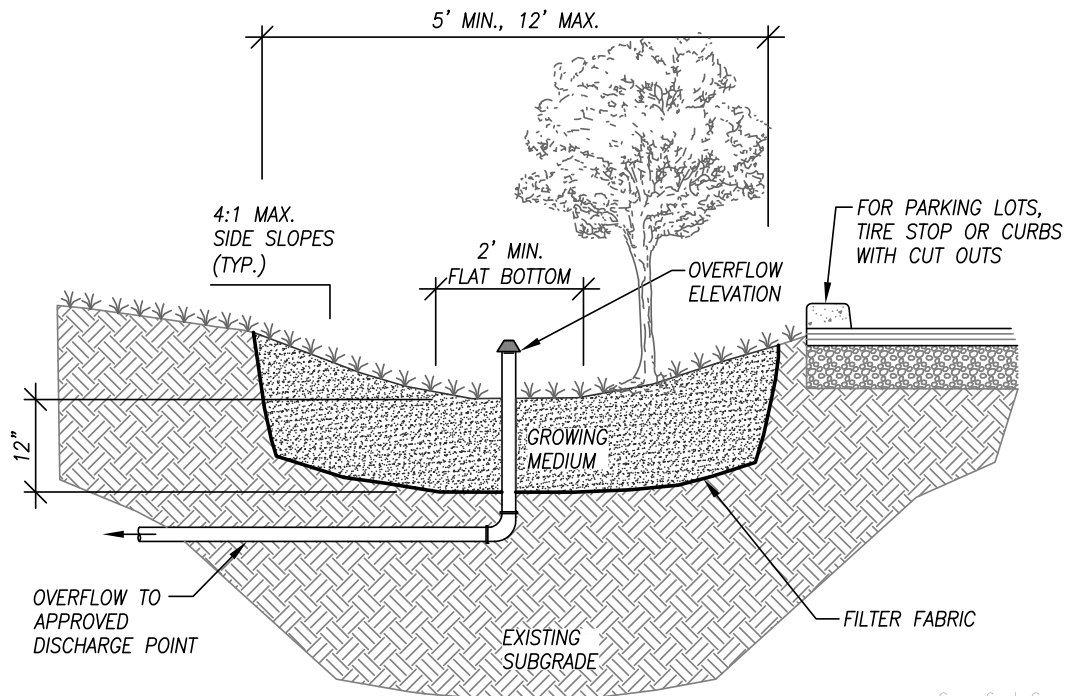
Grassed swales can be used to fulfill applicable requirement for site landscaping area, and should be integrated into the overall site design.



Grassed swale along a divided highway
Source: U.S. Geological Survey



Grassed swale construction
Source: City of Coeur d'Alene, Idaho



Grassy Swale Concept Details
Source: City of Coburg Standard Drawing SS-001

c. **Parking Lot Design**

- (1) **Parking Lot Grading.** All vehicular parking areas must be graded so as not to drain stormwater over the public sidewalk or onto any abutting public or private property.
- (2) **Parking Lot Screening.** Parking areas with more than two off-street spaces must be screened with an evergreen hedge or fence at least four feet high.
 - (i) Parking areas must be located to the rear or side of the primary structure. To the greatest extent practicable, such parking areas must be situated away from neighboring residential units.
 - (ii) Fences, walls, or other structures must screen at least 70 percent of the view when abutting Residential District parcels. A hedge must, within one year of planting, screen 70 percent of the view between the districts.
 - (iii) The maximum allowable height of fences and walls is six feet, as measured from the lowest grade at the base of the wall or fence. A building permit is required for walls exceeding six feet in height, in conformance with the Uniform Building Code.
 - (iv) If vegetation is used, it must remain living after planting and must be continuously maintained by the property owner. If the vegetation fails to survive or is otherwise not maintained in good condition, the property owner must replace them with an equivalent species and size within 180 days.
 - (v) Any fence, hedge and wall must comply with vision clearance standards in Article VIII.A and provide for pedestrian circulation where required.
- (3) **Parking Lot Landscaping.** New off-street parking with five or more spaces must be landscaped and is highly encouraged to incorporate on-site stormwater management strategies introduced in Section 4.b of this Overlay Code.
 - (i) Purpose
 - Landscaping helps screen the parking area both from the development and the right-of-way.
 - Landscaping enhances the site through the careful placement of plantings and other landscape features.
 - Landscaping helps lessen stormwater run-off by reducing the amount of impervious surface. Surface stormwater runoff and water pollution are a major concern in parking lot developments, which typically involve a vast amount of impervious surface.
 - (ii) Landscaping using a combination of vegetated stormwater infrastructure, planters, and shade trees within and/or around the

parking area must be provided at a minimum ratio of 10 percent of the gross area of the parking lot. The parking area is computed by adding all areas used for access drives, aisles, stalls, and maneuvering within the portion of the site that is devoted to parking and circulation.

- (iii) A minimum of one shade tree should be provided for every five parking spaces, or to achieve a minimum of 40 percent canopy coverage of paved area at maturity, whichever is greater.
- (iv) Landscaping should be evenly dispersed throughout the parking area, with trees planted around the perimeter.
- (v) Planning staff will confirm that the proposed off-street parking area meets the standard based on an authoritative tree guide, or on a landscaping plan prepared by a licensed landscape architect or arborist certified by the International Society of Arboriculture.

(4) Parking Lot Paving. Another way to minimize surface stormwater runoff and water pollution is to reduce the amount of run-off generating surface area. Pavement plays a major role in transporting stormwater runoff and polluted water from roofs and cars to streams, rivers, and groundwater. When soil and site conditions are suitable, use alternative paving materials for parking areas to achieve filtration and partial storage during storm events, thereby reducing stormwater runoff and decreasing downstream flooding and water pollution.

- (i) Pervious pavements are load-bearing surfaces that allow water to filter and infiltrate into the ground instead of running off the site into storm drains. They can be used for walkways, patios, plazas, driveways, and parking lots. They may also be used for some portions of streets, subject to compliance with local building codes.
- (ii) Pervious pavements offer a range of benefits, including:
 - Reducing the amount of stormwater runoff and keeping associated pollutants from entering nearby streams
 - Allowing groundwater recharge and reducing localized flooding during rain events
 - Minimizing standing water
 - Minimizing the need to irrigate nearby planting areas
- (iii) The following list introduces several types of commonly accepted pervious pavement.



Porous asphalt is a good option for areas needing a larger, more stable surface such as parking lots. It looks very similar to traditional asphalt, but is comprised almost entirely of stone aggregate and asphalt binder with very little fine aggregate. With proper design and installation, porous asphalt can span more than 20 years.



Pervious concrete typically has a permeability rate of 12 inches per hour and has the appearance of exposed aggregate concrete. Pervious concrete is manufactured without 'fine' materials and incorporate void spaces to allow water to percolate through the pavement and infiltrate the ground.



Reinforced grass pavers (turf blocks) are concrete interlocking blocks or synthetic grid system with open spaces designed to allow grass to grow in between the pavers. They create a visually appealing parking lot, driveway, or pathway that blends in with the surrounding landscape while allowing water to filter into the ground.



Reinforced gravel paver is a stabilized gravel system that consists of a connected honeycomb- or diamond-celled panels foundation. Once filled with gravel, this system has the strength and durability to withstand vehicle traffic. This porous system can be a more affordable alternative to asphalt, concrete, or block pavers.



Unit paving pads, bricks, or stones can provide high permeability when spaced out to expose the permeable base underneath. Spaced concrete pads with ample permeable material in between can also be used for areas with light vehicle traffic.



Other pervious surfaces may be appropriate upon demonstrating permeability.

- d. **Example of on-site application.** Using a combination of multiple sustainable landscape strategies allows for a wider range of infiltration opportunities. When possible, locate permeable pavement area adjacent to a rain garden, bioswale, or other vegetated stormwater infrastructure to allow overflow to drain into an infiltration area.



Article XI E.2.j. DOWNTOWN COBURG OVERLAY DISTRICT DEVELOPMENT CHECKLIST

DOWNTOWN CORE PARCEL TYPE		
The physical form of buildings on this parcel type is regulated to reflect the town center character of downtown Coburg, with required shopfront on the ground floor where RBL (Required Building Line) exists. Because the Overlay District is part of Coburg's "Architecturally Controlled Areas," the building form must also reflect the local architectural characteristics, as defined in Section 3.c of the Downtown Coburg Overlay District Code.		
Design Standards	Site Plan Complies (Y/N/NA)	See Comment Sheet #
USE: Refer to Article VII.C.2 of the Coburg Development Code for a complete list of permitted and prohibited uses		
a.	Ground floor of the building(s) serves one or more of the following uses: retail, service, office, trade	
b.	Upper floor(s) of the building(s) serves one or more of the following uses: retail, service, office, trade, residential	
c.	Ground floor residential use is only on non-street-facing parts of the parcel (if applicable)	
d.	Building(s) does not contain uses that create odor, dust, smoke, noise, or vibration that is perceptible beyond the property boundaries	
PLACEMENT		
a.	The front-most part of the building(s) (i.e. wall, front porch) is built to the RBL of 0 ft from the street edge or the sidewalk (when available)	
b.	Building(s) has a minimum setback of 0 ft from secondary roads and parking	
c.	The building(s) minimum setbacks from other buildings comply with applicable Uniform Fire Code standards	
d.	Building(s) has a minimum rear and side setbacks of 0 ft	
e.	Building(s) on a lot abutting a Traditional Residential parcel is set back at least 1 ft for each foot in building height from the shared property line(s), up to a maximum required setback of 45 ft	
f.	The building(s) primary entrance is located along the Required Entry Zone (REZ) and oriented to the street	
g.	Pedestrian sidewalks or walkways are provided to connect the building(s) primary entrance to the public right of way	
COVERAGE		
a.	Existing lot, subdivisions of an existing lot, or new combination of lots has a minimum width of 25 ft	
b.	Existing lot, subdivisions of an existing lot, or new combination of lots has a minimum area of 1,500 sq ft	
c.	Lot has a maximum coverage of 100%, provided that applicable minimum loading space, stormwater, setbacks, and parking requirements are met	
d.	The building(s) primary street façade is built to the RBL for a minimum 80% of the RBL length	
e.	Building(s) is a maximum 150 ft in width and length	
f.	Building(s) has an exterior building articulation every 40 horizontal feet or less	
HEIGHT		
a.	Building(s) has a minimum of 2 floors	
b.	Building(s) has a maximum of 3 floors	
c.	The building(s) ground floor is elevated a minimum of 0 inches above the sidewalk	
d.	The ground floor of non-street facing residential use is elevated a minimum of 16 inches above grade	
e.	Building(s) has a minimum floor-to-floor height of 10 ft	
f.	Building(s) has a maximum height of 45 ft	
FENESTRATION		
a.	60%-80% of the building(s) ground floor consists of fenestration	
b.	40%-80% of the building(s) upper floor(s) consists of fenestration	

Design Standards		Site Plan Complies (Y/N/NA)	See Comment Sheet #
PEDESTRIAN AMENITIES			
All new developments are required to provide a minimum two of the following pedestrian amenities:			
a.	Outdoor seating options		
b.	Extra wide sidewalk		
c.	Courtyard or pocket park		
d.	Rain garden and/or planters		
e.	Other opportunities for open spaces: _____		
f.	Plan provides two or more of the above pedestrian amenities		
HISTORIC BUILDING EXTERIOR			
All new constructions and major renovations are required to incorporate the following historic building exterior design elements as detailed in Section 3.c of the Downtown Coburg Overlay District Code "Architecturally Controlled Areas":			
a.	Building(s) has decorative doors, transom, or clerestory windows		
b.	Building(s) has windows with trim comparable in style to that commonly used on other historic buildings in the C-1 district		
c.	60%-80% of the ground floor facade facing the street consists of windows; the lower edge of these windows is no more than 30 inches above the sidewalk		
d.	The pitch and style of rooflines are comparable to existing historic rooflines and within a range of 4:12 - 10:12 pitch; new buildings may have a flat roof		
e.	Blank walls of the building(s) (permitted on non-street facing facades only) have surface detailing and include offsets, windows, siding, murals, or other similar features		
f.	Building(s) provides weather protection for pedestrians (awnings or canopies); no bubble awning or lighted awning is present		
SHOPFRONT			
Shopfronts are required for the ground floor of all Downtown Core buildings and must follow the following design standards:			
a.	Shopfront is composed of a base up to 30 inches tall, with clear glazing that extends from the base to at least eight feet above the sidewalk level		
b.	Windows and doors extend along at least 60% of the length of the shopfront facade; the lower edge of these windows is no more than 30 inches above the sidewalk		
c.	Ground-level shopfront windows facing circulation networks are kept visible (unshuttered) at night		
d.	Storefronts incorporate weather protection element for pedestrians (awnings or canopies); no bubble awning or lighted awning is present		
e.	The location, design, and lighting of signage are integral to the shopfront design; refer to Coburg Sign Ordinance A-155		
PARKING			
a.	Off-street parking is set back a minimum of 30 ft from RBL		
b.	Off-street parking is set back a minimum of 6 ft from parcel lines with no RBL		
c.	Off-street parking on a lot abutting a Traditional Residential parcel is set back a minimum of 20 ft from the shared property line(s)		
d.	Off-street parking, drive, garage, and other vehicle areas are oriented to the alley or located behind or to the side of the building; they cannot be placed between buildings and streets		
e.	Off-street parking is accessed from the alley; when no alley exists, off-street parking is accessed from the side of the building or through a side street for corner lots		
f.	If more than four dwelling units are proposed, an alley or private mid-block lane is provided for vehicle access		
g.	No structural improvements, except road surfacing, are within 10 feet of the centerline of an alley		
h.	All vehicular parking areas are graded so as not to drain stormwater over the public sidewalk or onto any abutting public or private property		
i.	Parking areas with more than two off-street spaces are screened with an evergreen hedge or fence at least 4 ft high		

Design Standards		Site Plan Complies (Y/N/NA)	See Comment Sheet #
PARKING (continued)			
j.	Fences, walls, or other structures screen at least 70 percent of the view when abutting Residential District parcels		
k.	The maximum height of fences and walls is six feet, as measured from the lowest grade at the base of the wall or fence; see Section 5.c.(2).(iii) of the Downtown Coburg Overlay District Code for exceptions		
l.	Any fence, hedge and wall comply with vision clearance standards in Article VIII.A and provide for pedestrian circulation where required		
m.	New off-street parking with five or more spaces is landscaped at minimum of 10% of the gross area of the parking lot		
LANDSCAPING / ON-SITE STORMWATER INFRASTRUCTURE			
a.	Applicant or developer of new development, redevelopment, alteration to the footprint, height, or massing of an existing building, or improvement to parcels, demonstrates post-development runoff at or below pre-development rates		
b.	New development, redevelopment, alteration to the footprint, height, or massing of an existing building, or improvement to parcels provides on-site vegetated stormwater infrastructure as necessary, appropriately sized by the site designers to mitigate any increase in stormwater runoff post-development		

DOWNTOWN FLEX PARCEL TYPE

The physical form of buildings on this parcel type is regulated to support active street and seamless pedestrian experience, with ground floor shopfront for retail, service, and office uses, or street-oriented frontage for residential and live-work uses. Downtown Flex parcels at critical nodes may be required to provide ground floor shopfronts.

Because the Overlay District is part of Coburg's "Architecturally Controlled Areas," the building form must also reflect the local architectural characteristics, as defined in Section 3.c of the Downtown Coburg Overlay District Code.

Design Standards		Site Plan Complies (Y/N/NA)	See Comment Sheet #
USE: Refer to Article VII.C.2 of the Coburg Development Code for a complete list of permitted and prohibited uses			
a.	Ground floor of the building(s) serves one or more of the following uses: retail, service, office, trade, residential		
b.	Upper floor(s) of the building(s) serves one or more of the following uses: retail, service, office, trade, residential		
c.	Ground floor residential use is only on non-street-facing parts of the parcel (if applicable)		
PLACEMENT			
a.	The front-most part of the building(s) (i.e. wall, front porch) is built to the RBL of between 0 ft and 6 ft from the street edge or the sidewalk (when available)		
b.	Building(s) has a minimum setback of 6 ft from secondary roads and parking		
c.	The building(s) minimum setbacks from other buildings comply with applicable Uniform Fire Code standards		
d.	Building(s) has a minimum rear and side setbacks of 0 ft		
e.	Building(s) on a lot abutting a Traditional Residential parcel is set back at least 1 ft for each foot in building height from the shared property line(s), up to a maximum required setback of 45 ft		
f.	The building(s) primary entrance is located along the Required Entry Zone (REZ) and be oriented to the street		
g.	Pedestrian sidewalks or walkways are provided to connect the building(s) primary entrance to the public right of way		
COVERAGE			
a.	Existing lot, subdivisions of an existing lot, or new combination of lots has a minimum width of 25 ft		
b.	Existing lot, subdivisions of an existing lot, or new combination of lots has a minimum area of 1,500 sq ft		
c.	Lot may have a maximum coverage of 100%, provided that applicable minimum loading space, stormwater, setbacks, and parking requirements are met		
d.	The building(s) primary street façade is built to the RBL for a minimum 60% of the RBL length		
e.	Building(s) is a maximum 150 ft in width and length		
f.	Building(s) has an exterior building articulation every 40 horizontal feet or less		
HEIGHT			
a.	Building(s) has a minimum of 1 floor		
b.	Building(s) has a maximum of 3 floors		
c.	The building(s) ground floor is elevated a minimum of 0 inch above the sidewalk		
d.	When the building ground floor is a residential use, it is elevated a minimum of 16 inches above grade		
e.	Building(s) has a minimum floor-to-floor height of 10 ft		
f.	Building(s) has a maximum height of 45 ft		
FENESTRATION			
a.	50%-70% of the building(s) ground floor consists of fenestration		
b.	40%-70% of the building(s) upper floor(s) consists of fenestration		

Design Standards		Site Plan Complies (Y/N/NA)	See Comment Sheet #
PEDESTRIAN AMENITIES			
All new developments are required to provide a minimum two of the following pedestrian amenities:			
a.	Outdoor seating options		
b.	Extra wide sidewalk		
c.	Courtyard or pocket park		
d.	Rain garden and/or planters		
e.	Pedestrian-scaled awnings or canopies		
f.	Other opportunities for open spaces: _____		
g.	Plan provides two or more of the above pedestrian amenities		
HISTORIC BUILDING EXTERIOR			
All new constructions and major renovations are required to incorporate the following historic building exterior design elements as detailed in Section 3.c of the Downtown Coburg Overlay District Code "Architecturally Controlled Areas":			
a.	Building(s) has decorative doors, transom, or clerestory windows		
b.	Building(s) has windows with trim comparable in style to that commonly used on other historic buildings in the C-1 district		
c.	50%-80% of the ground floor facade facing the street consists of windows; the lower edge of these windows is no more than 30 inches above the sidewalk		
d.	The pitch and style of rooflines are comparable to existing historic rooflines and within a range of 4:12 - 10:12 pitch; new buildings may have a flat roof		
e.	Blank walls of the building(s) (permitted on non-street facing facades only) have surface detailing and include offsets, windows, siding, murals, or other similar features		
f.	Building(s) provides weather protection for pedestrians (awnings or canopies); no bubble awning or lighted awning is present		
SHOPFRONT			
When present on applicable parcels, shopfronts must follow the following design standards:			
a.	Shopfront is composed of a base up to 30 inches tall, with clear glazing that extends from the base to at least eight feet above the sidewalk level		
b.	Windows and doors extend along at least 60% of the length of the shopfront facade; the lower edge of these windows is no more than 30 inches above the sidewalk		
c.	Ground-level shopfront windows facing circulation networks are kept visible (unshuttered) at night		
d.	Storefronts incorporate weather protection element for pedestrians (awnings or canopies); no bubble awning or lighted awning is present		
e.	The location, design, and lighting of signage are integral to the shopfront design; refer to Coburg Sign Ordinance A-155		
PARKING			
a.	Off-street parking is set back a minimum of 20 ft from RBL		
b.	Off-street parking is set back a minimum of 6 ft from parcel lines with no RBL		
c.	Off-street parking on a lot abutting a Traditional Residential parcel is set back a minimum of 20 ft from the shared property line(s)		
d.	Off-street parking, drive, garage, and other vehicle areas are oriented to the alley or located behind or to the side of the building; they cannot be placed between buildings and streets		
e.	Off-street parking is accessed from the alley; when no alley exists, off-street parking is accessed from the side of the building or through a side street for corner lots		
f.	If more than four dwelling units are proposed, an alley or private mid-block lane is provided for vehicle access		
g.	No structural improvements, except road surfacing, are within 10 feet of the centerline of an alley		
h.	All vehicular parking areas are graded so as not to drain stormwater over the public sidewalk or onto any abutting public or private property		
i.	Parking areas with more than two off-street spaces are screened with an evergreen hedge or fence at least 4 ft high		

Design Standards		Site Plan Complies (Y/N/NA)	See Comment Sheet #
PARKING (continued)			
j.	Fences, walls, or other structures screen at least 70 percent of the view when abutting Residential District parcels		
k.	The maximum height of fences and walls is six feet, as measured from the lowest grade at the base of the wall or fence; see Section 5.c.(2).(iii) of the Downtown Coburg Overlay District Code for exceptions		
l.	Any fence, hedge and wall comply with vision clearance standards in Article VIII.A and provide for pedestrian circulation where required		
m.	New off-street parking with five or more spaces is landscaped at minimum of 10% of the gross area of the parking lot		
LANDSCAPING / ON-SITE STORMWATER INFRASTRUCTURE			
a.	Applicant or developer of new development, redevelopment, alteration to the footprint, height, or massing of an existing building, or improvement to parcels, demonstrates post-development runoff at or below pre-development rates		
b.	New development, redevelopment, alteration to the footprint, height, or massing of an existing building, or improvement to parcels provides on-site vegetated stormwater infrastructure as necessary, appropriately sized by the site designers to mitigate any increase in stormwater runoff post-development		

REVIEW COMMENT SHEET			
Comment Number	Plan Component	Reviewer Name	Comment



This conceptual rendering looking north at the corner of Pearl and Coburg Industrial Way shows how future development of Highway Commercial could help create compatible commercial development across from existing residential while providing a slip street for slower traffic and on-street parking.



Current state

ATTACHMENT E

Section J. - PUBLIC FACILITIES. DISTRICT (PF)

1. PURPOSE

The City of Coburg recognizes the need to develop and modify public facilities. This designation is intended to provide lands for public facilities and uses such as water reservoirs, sewage treatment plants, pump stations, major electric utilities and similar uses.

USES AND STRUCTURES

(a) Permitted Principal Uses and Structures.

(1.) Communication facilities and structures including:

(i) Radio broadcasting studios, stations and towers;

(ii) Telegraph message centers, transmitting and receiving stations;

(iii) Telephone exchange stations and relay towers; and

(iv) Television broadcasting studios, transmitting stations and relay towers.

(b) Governmental services including:

(i) City Hall;

(ii) City or county maintenance facilities;

(iii) Community buildings;

(iv) County Courthouse;

(v) Fire stations;

(vi) Police stations;

(vii) Post offices;

(viii) Public cemeteries;

(ix) Public hospitals;

(x) Public libraries;

(xi) Public museums;

(xii) Public restrooms;

(xiii) Senior centers;

(xiv) Any building or structure erected by a governmental entity not listed above;

(xv) Accessory structures for any of the above.

(c) Park land and open space:

(i) Public open space;

(ii) Public parks;

(iii) Recreational activities, such as fishing, swimming, hiking, bike paths.

(d) Utilities essential to the physical and social welfare of an area including:

(i) Electric utility, electric transmission right-of-way, electric generation plants, electricity regulating substation;

(ii) Gas utility, gas pipeline right-of-way, natural or manufactured gas storage and distribution points, gas pressure control stations;

(iii) Sewage disposal, sewage treatment plants, sewage sludge drying beds, sewage pressure control stations;

(iv) Solid waste disposal, refuse incineration, central garbage grinding stations, composting plants, sanitary landfills and refuse disposal;

(v) Water utility, production of domestic water supply, water pipeline right-of-way, water and wastewater treatment plants, water storage.

3. SITING REQUIREMENTS

Development of all uses in this district are subject to Site Plan Review if deemed necessary by Planning Official.

4. LOT REQUIREMENTS

(a.) For structures:

(1) The minimum lot width shall be 25 feet.

(2) One hundred percent lot coverage is allowable when minimum loading space, yards, landscaping and parking are provided.

(b) For parks and open spaces: none.

5. YARD REQUIREMENTS

(1) Corner lots shall have ten feet next to a side street right-of-way.

(2) All non-recreation or open space uses shall be set back 20 feet from adjacent residential property lines.

6. MAXIMUM HEIGHT STANDARDS

The maximum structural height for any building shall be three stories or 35 feet, whichever is the lesser. Water towers are exempt from this standard.

7. FENCES, WALLS AND OTHER STRUCTURES

No fences, walls or other structures are required unless imposed by conditions of the site plan review process.

8. SIGNS

All signs must conform to Ordinance A-155-A Sign Ordinance

DRAFT

MEMORANDUM

TO: Coburg City Council

FROM: Ad Hoc Committee on Development Code Review

DATE: June 9, 2022

RE: Report and Recommendation for Development Code Update

This report has been submitted to the Coburg City Council to document the recommendations to date of the Ad-Hoc Committee on Development Code Review.

FORMATION OF THE COMMITTEE: Council Direction, December 2020, Resolution number 2020-22.

MEMBERS OF THE COMMITTEE: John Fox (City Councilor), Patty McConnell (City Councilor), Paul Thompson (Planning Commission Chair), Marissa Doyle (Planning Commissioner), Alan Wells (Planning Commissioner, Business Owner), Cathy Engebretson (Citizen-at-large), and Jerry Behney (Citizen-at-large).

TASK OF THE COMMITTEE

1. **Subject Matter:** The Committee was tasked with reviewing Coburg's Development Code and recommending Code revisions to the Planning Commission and City Council.
1. **Resources:**
 - a. The City of Coburg engaged a reputable third-party Land Use consultant, The Urban Collaborative, to provide guidance to the Ad Hoc Committee on standard and best practices for Land Use regulations and Development Code, and to draft the technical language and layout that will form the basis of the Committee's recommended revisions to the Development Code.
 - b. The Committee also reviewed Coburg's existing Development Code, as well as excerpts of Development Code from several other cities of varying sizes and locales that Committee members thought were relevant to Coburg's architectural and built environment design goals.

2. **Scope for Phase 1 (2021 – 2022):**

- a. **C1 Zone (Central Business District):** review the existing Development Code for the C1 District (aka Zone), the Build-Out Scenario Project report from 2020 on the C1 District, and public feedback to the Build-Out report.
- b. **All other zones - “low hanging fruit” for Current Phase:** In addition, review Coburg’s Development Code in all other Districts (aka Zones) for revisions needed that are simple and/or straightforward; (in the interest of time, more complex issues in Zones *other than* C1, will be tabled, for further discussion after the Current Phase recommendations are acted upon by Planning Commission and City Council).
- c. **All Zones - list of issues for Ad Hoc Committee to review in Phase 2 (ASAP):** Identify and list Development Code items that need to be reviewed and revised in a future phase. *

* Phase 2 is TBD as of the date of this memo; however, the Ad Hoc Committee recommends this work commence as soon as possible after the Phase 1. This is due to deficiencies in the existing Development Code that put the community at risk of losing its highly sought-after traditional small-town layout and architecture, and that create confusion and frustration for applicants, staff and the public.

RECOMMENDATION

At the June 9, 2022 meeting of the Ad-Hoc Development Code Review Committee, the committee voted unanimously to recommend the Planning Commission and City Council adopt the attached Exhibits A through E, as amended on June 9, 2022:

Exhibit A**: Code matrix showing the existing Development Code language and proposed amendments.

Note: **Exhibit A serves as both a general summary of the proposed changes, and also includes specific proposed changes to development code language for multiple Land Use Districts (aka Zones) in Coburg.

Exhibit B: Draft regulating plan, development checklist and rendering for the form-based code for the Central Business District (C-1) zoning district.

Exhibit C: Highway Commercial zoning district rendering.

Exhibit D: Draft Public Facilities section.

Exhibit E: Draft alternative street standards.

PUBLIC OUTREACH

The Committee’s recommendations will be presented to the Coburg Planning Commission and City Council. Each body will hold one or more Public Hearings on the proposal, which include multiple opportunities for public comment.

FUTURE OF COMMITTEE

The committee is requesting its continuance through at least Phase 2 of the Development Code review.

ATTACHMENTS

1. Recommended changes to Coburg's C1 (Central Business District) District Regulations and to other zoning District regulations:
 - a. Exhibit A**: Code matrix showing the existing Development Code language and proposed amendments.

Note: **Exhibit A serves as both a general summary of the proposed changes, and also includes specific proposed changes to development code language for multiple Land Use Districts (aka Zones) in Coburg.
 - b. Exhibit B: Draft regulating plan, development checklist and rendering for the form-based code for the Central Business District (C-1) zoning district.
 - c. Exhibit C: Highway Commercial zoning district rendering.
 - d. Exhibit D: Draft Public Facilities section.
 - e. Exhibit E: Draft alternative street standards.
2. Meeting Minutes of the Ad-Hoc Committee on Development Code Review.



Agency Referral

May 24, 2022

Enclosed please find proposed amendments to the Coburg Development Code. **The City of Coburg is proposing changes to the Development Code (PA 01-22) including but not limited to a form-based code for the Central Business District, adding alternative street standards and a Public Facilities section, and correcting typographical errors.** The proposed amendments will be reviewed by the Coburg Planning Commission and City Council at public hearings on June 15th and July 12th respectively. I will incorporate your comments on these proposed changes if you return them by **Tuesday, June 7th, 2022**. If you have additional questions, please feel free to contact Megan Winner at Megan.Winner@ci.coburg.or.us.

Regards,

Megan Winner
Planner
City of Coburg
P.O. Box 8316
541-682-7862

P.S. Emailed comments are the preferred method, but any format is acceptable.

CC:

Branch Engineering
Coburg Public Works
Coburg City Recorder
Coburg Rural Fire District
Lane County Planning

DLCD
ODOT
NW Natural
Coburg Sanitary
EPUD

Charter Communications
Century Link
Douglas Fast Net
File



This Measure 56 notice is to notify you that the City of Coburg has proposed a land use regulation that may affect the permissible uses of your property and other properties.

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

The public is invited to attend and testify at a public hearing for Coburg's Zoning Code Update Project (PA-01-22).

For the past year, Coburg has been working on updating the Coburg Zoning Code (also known as the Development Code) to establish a form-based code overlay for the Central Business District, prohibit the use of formula-based businesses (also known as chain stores) within the Central Business District, add alternative street standards and a Public Facilities section, as well as other changes.

The proposed Zoning Code amendments relax standards in some cases and add standards in other cases. The amendments may apply to property you own.

All relevant materials and information may be obtained or reviewed at Coburg City Hall. To read the proposed Zoning Code changes online or sign up for updates, please visit:

<http://www.coburgoregon.org/planning/page/development-code-update>

Planning Commission Public Hearing Information

Date: Wednesday, July 20th, 2022

Time: 7pm

Place: Hybrid meeting with options to attend in-person at City Hall or virtually via Zoom or livestream

City Council Public Hearing Information

Date: Tuesday, July 26th, 2022

Time: 7pm

Place: Hybrid meeting with options to attend in-person at City Hall or virtually via Zoom or livestream

Public oral or written testimony is invited. The hearing will be held under Article X.5.a of the Coburg, Oregon Zoning Code Development Code and the Council Rules, which are available at City Hall. Coburg City Hall is located at 91136 N Willamette Street in Coburg, Oregon 97408.

Contact: Megan Winner, Planner, at megan.winner@ci.coburg.or.us or (541) 682-7862

ORS 227.186 required notification:

On July 20th and July 26th, 2022, the City of Coburg will hold a public hearing regarding the adoption of Ordinance Number A-200-L. The City of Coburg has determined that adoption of this ordinance may affect the permissible uses of your property, and other properties in the affected zone, and may change the value of your property. Ordinance A-200-L is available for inspection at the Coburg City Hall located at 91136 N Willamette St. Coburg, OR 97408. A copy of Ordinance Number A-200-L also is available on the City's website at: www.coburgoregon.org/planning/page/development-code-update. For additional information concerning Ordinance Number A-200-L, you may call the Coburg Planning Department at (541) 682-7862.

All relevant materials and information may be obtained or reviewed at Coburg City Hall, located at 91136 N Willamette Street in Coburg, Oregon 97408.

COBURG CITY COUNCIL MONTHLY REPORTS



TOPIC: Lease Agreement – IOOF (WestPoint #62)

Meeting Date: July 26, 2022

Staff Contact: Anne Heath

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

REQUESTED COUNCIL ACTION:

Approval for the City to allow for an amendment to the IOOF (WestPoint #62) Land Lease Agreement

Recommended Motion: I move to approve the amendment to the May 2021 IOOF Lease agreement.

CITY COUNCIL GOAL

Responsible Fiscal Stewardship

BACKGROUND

On May 11, 2021, the City entered into a land lease agreement with the IOOF to lease the downstairs and parking lot of their building.

On July 18, 2022, the City received a request from the IOOF to amend the current lease agreement in order to give the IOOF back access to ½ of the parking lot on the west end along Willamette Street. It is their intention to allow for a food truck to park in this space. See attached request and map provided.

In exchange for the return of ½ of the parking lot, the IOOF are agreeing to take back the outside maintenance of the property currently being maintained by the Public Works Staff.

LEASE AGREEMENT

1. The City will amend the two-year agreement to continue to lease of the downstairs, kitchen, bathrooms and entry. However, there will only be a lease on one-half of the parking lot.
2. The City will continue to pay IOOF \$1000.00 per month which began on June 1, 2021.

BUDGET

The lease payments are in the current budget and there will be no change to this budget.

RECOMMENDATION

Staff recommends that the Council approve the amendment to the lease agreement.

CONCLUSION

The Council will need to decide if they wish to make allow for this amendment, or make another recommendation for change to the lease.

ATTACHMENTS

- IOOF Request to amend lease agreement
- May 11, 2021 IOOF lease agreement & Addendum A
- Draft Amendment

Reviewed Through:

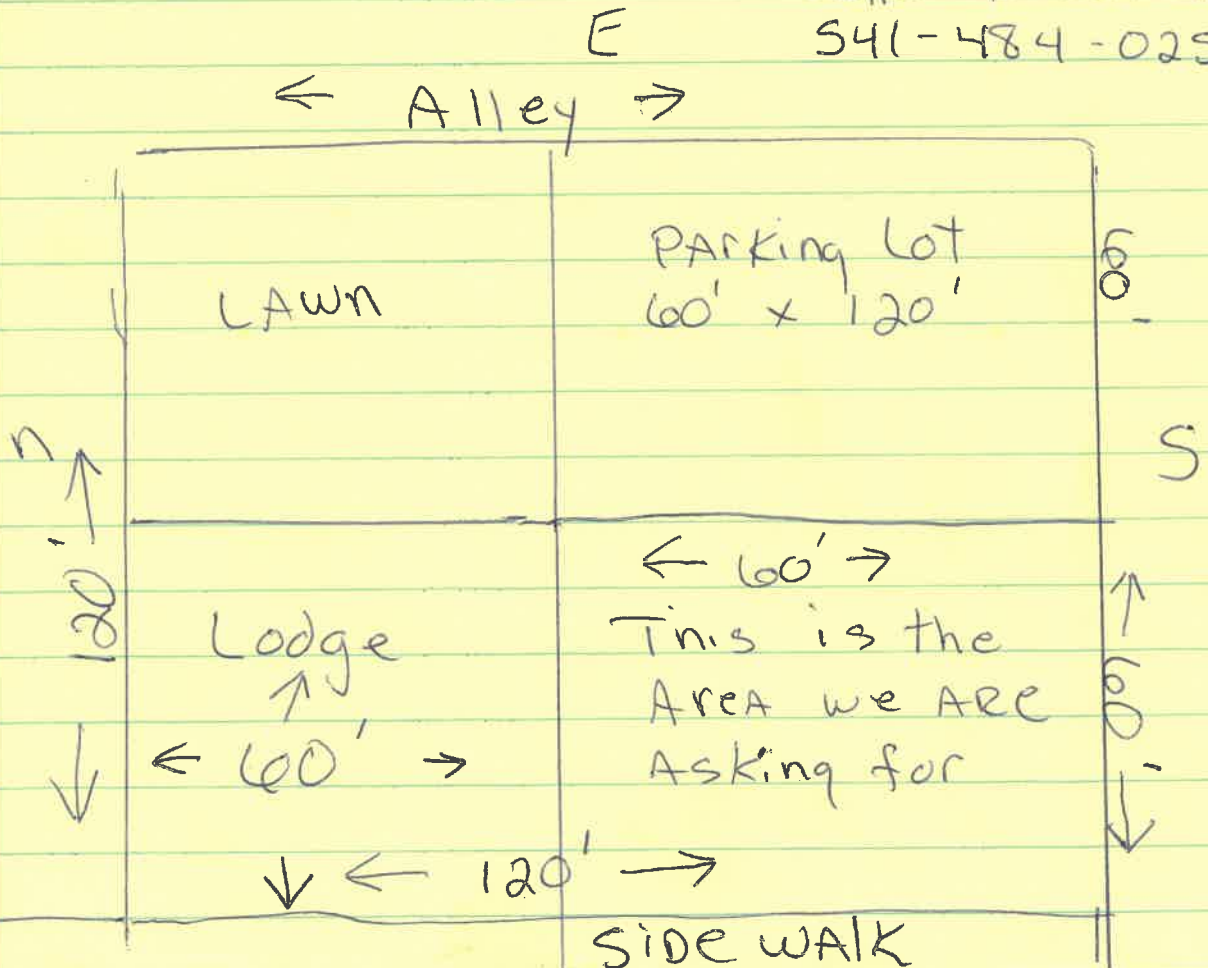
Anne Davies, City Attorney
Sammy Egbert, City Recorder

Dear City of Coburg,

This is our proposal to amend our lease with the city of Coburg, to give our Lodge access to 1/2 of the parking lots west end. Enclosed is a map of what we are asking for!

Thank you for your time; in exchange the lodge will handle all outside maintenance - yard - lot - ect. + 24/7 Surveillance camera.

Thank you
Westpoint #62 IDOF
541-484-0250



REAL ESTATE LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into this 1st day of June, 2021, by and between West Point Lodge #62, hereinafter called the Lessor, and CITY OF COBURG., hereinafter called the Lessee.

In consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept and faithfully performed, the Lessor does hereby lease, demise and let unto the said Lessee those certain premises, as is, situated in the City of Coburg, County of Lane and State of Oregon, at: 91119 N. Willamette Street (approximately 2100 sf of ground floor retail space and the associated parking area) upon the following TERMS and CONDITIONS:

SECTION 1. OCCUPANCY

- 1.1 **Original Term.** The term of this lease shall commence on June 1, 2021 and continue through May 31, 2023.
- 1.2 **Possession.** Lessee's rights to possession and obligations under this lease shall commence on June 1, 2021.
- 1.3 **Area of Lease.** Area of lease shall consist of the full downstairs of the property including community room, kitchen, bathroom, and storage rooms and closets. In addition, the lease extends to the outside common areas and full parking lot.
- 1.4 **Renewal Option.** If Lessee desires to extend the Lease and if the Lease is not then in default, Lessee shall have the option to renew this Lease for one successive term of two years as follows:
 - (a) The renewal term shall commence on the day following the date of termination of the preceding term.
 - (b) The option must be exercised by written notice to Lessor not less than NINETY (90) days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties who shall then be bound to take the steps required in connection with the determination of rent as specified below.
 - (c) The basic rental rate of the lease for any renewal term shall be the greater of (i) the ending rental rate of the preceding term, (ii) a reasonable rental rate for the ensuing term, as mutually agreed to by the parties, or (iii) as described in Section 2.1 below.
- 1.5 Lessor, or Lessor's agent, shall have the right to place "For Lease", "For Sale" or similar such signs on the subject leased property at any time within the last one hundred and twenty (120) days of the lease term. The location of such signs shall be at the sole discretion of the Lessor (see also 18.7).

SECTION 2. RENT

2.1 **Base Rent.** Lessee shall pay to Lessor on the first day of each month, beginning June 1, 2021, in advance at such place as may be designated by the Lessor, as beginning base monthly rent the sum of \$1,000 per month through the original term of the lease and any subsequent renewal periods and as described in Addendum A. The rent will be forwarded to the management of IOOF at P.O. Box 8543, Coburg, Oregon 97408.

2.2 Late Payment Charges. If Lessee fails to pay, within TEN (10) days after the due date thereof, any rent, Lessor advance, or other charge payable by Lessee under this Lease, then Lessee shall be obligated to pay to Lessor (in addition to the overdue principal amount of the rent, advance, or other charge) a late payment charge of \$50.00 with said late payment charge being compounded monthly, for each month or fraction of a month during which the overdue principal amount remains unpaid. Payment date shall be that date on which Lessor receives said payment.

2.3 Security Deposit. To secure Lessee's compliance with all terms of this lease, Lessee has paid Lessor the sum of \$500 as a deposit. The deposit shall be a debt from Lessor to Lessee, refundable within THIRTY (30) days following expiration of the lease term or other termination not caused by Lessee's default. Lessor shall have the right to offset against the deposit any sums owing from Lessee to Lessor and not paid when due, any damages caused by Lessee's default, the cost of curing any default by Lessee should Lessor elect to do so, and the cost of performing any repair or cleanup that is Lessee's responsibility under this lease. Offset against the deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by Lessor, as its option, in addition to any other remedy provided by law or this lease for Lessee's nonperformance. Lessor shall give notice to Lessee each time an offset is claimed against the deposit, and, unless the lease is terminated, Lessee shall within TEN (10) days following such notice deposit with Lessor a sum equal to the amount of the offset so that the total deposit amount, net of offset, shall remain constant throughout the lease term.

2.4 Additional Rent. All taxes, insurance costs, utility charges, maintenance and other charges which Lessee is required to pay by this lease, as outlined in Sections 7.2 and 8.1 of this lease, and any other sum which Lessee is required to pay to Lessor or third parties shall be additional rent.

SECTION 3. REPAIRS AND MAINTENANCE

3.1 Lessor's Obligations. The following shall be the responsibility of Lessor:

- (a) Lessor warrants that all heating, cooling, electrical and plumbing systems are in reasonable operating order at date of Lessee's possession.
- (b) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, and foundations.
- (c) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Lessee and Lessor or Lessees of other portions of the same building.
- (d) Repair and maintenance of exterior water, sewage, gas and electrical services up to the point of entry to the leased premises.
- (e) Repair and maintenance of the heating and air conditioning system to include ordinary maintenance.

3.1 Lessee's Obligation. The following shall be the responsibility of Lessee:

- (a) Any Repairs necessitated by the negligence of Lessee, its agents, employees and invitees, except as provided in Paragraph 7.1 dealing with waivers of subrogation.
- (b) Any repairs or alterations required under Lessee's obligation to comply with laws and regulations as set forth in Paragraph 4.2 (a) below.

(c) All other repairs to the premises which Lessor is not required to make under Paragraph 3.1 above.

(d) Compliance with all reasonable rules and regulations respecting the use of the Leased Premises issued by Lessor from time to time and communicated to Lessee in writing.

(e) Not commit waste, not suffer or permit waste to be committed, and not cause or permit any nuisance on or in the Leased Premises.

3.3 Lessor's Interference with Lessee. Any repairs, replacements, alterations, or other work performed on or around the leased premises by Lessor shall be done in such a way as to interfere as little as reasonably possible with the use of the premises by Lessee. Lessee shall have no right to an abatement of rent nor any claim against Lessor for any inconvenience or disturbance resulting from Lessor's activities performed in conformance with the requirements of this provision.

3.4 Reimbursement for Repairs Assumed. If either party fails or refuses to make repairs which are required by this Section 3, the other party may make the repairs, and charge the actual costs of repairs to the first party. Such expenditures by Lessor shall be reimbursed by Lessee on demand, together with interest at the rate of **FIVE (5%)** percent per annum from the date of expenditure by Lessor. Such expenditures by Lessee may be deducted from rent and other payments subsequently becoming due, or, at Lessee's election, collected directly from Lessor. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party, and charge the other party for the resulting expenses unless at least THIRTY (30) days before work is commenced, the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

3.5 Inspection or Premises. Lessor shall have the right to inspect the premises at any reasonable time or times, during normal business hours and without undue interference to Lessee's business operations, to determine the necessity of repairs. Whether or not such inspection is made, the duty of Lessor to make repairs shall not mature until a reasonable time after Lessor has received from Lessee notice in writing of the repairs that are required.

SECTION 4. USE OF THE PREMISES

4.1 Permitted Use. The premises shall be used as a community asset which may include a Museum, Chamber Office, rentable gathering space, makers space, or other uses which support the Economic Development and Vitality of the Community and as further described in Addendum A, and for no other purpose without the written consent of Lessor. Lessor makes no representations as to the suitability of the premises for Lessee's anticipated use(s), and Lessee acknowledges that Lessee has through its own due diligence determined suitability and, except as may be specially provided otherwise herein, hereby accepts the premises in the current "AS IS" condition.

4.2 Restrictions on Use. In connection with use of the premises Lessee shall:

(a) Conform to all applicable laws and regulations of any public authority affecting the premises, and the use, including any requirements of any governmental agency relating to the use, storage, or spillage of any hazardous waste or materials, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use, but Lessee shall not be

required to make any structural changes to effect such compliance unless such changes are required because of Lessee's specific use. Lessee shall indemnify and hold Lessor harmless from any and all liability, including Lessor's reasonable attorney's fees, which Lessor may incur by reason of any default of Lessee in compliance with this paragraph.

(b) Refrain from any activity which would make it impossible to insure the premises against casualty, would increase the insurance rates, or would prevent Lessor from taking advantage of any ruling of the Oregon Insurance Rating Bureau or its successor allowing Lessor to obtain reduced premium rates for long-term fire insurance policies, unless Lessee pays the additional cost of the insurance.

(c) Refrain from any use which would be reasonably offensive to other Lessees or owners or users of neighboring premises or which would tend to create a nuisance or damage the reputation of the premises.

(d) Refrain from loading the floors beyond the point considered safe by a competent engineer or architect selected by Lessor.

4.3 Signs. Lessee is strictly forbidden from making any marks on or attaching any signs, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the prior written consent of Lessor.

Should Lessor give consent for installation of any sign by Lessee, said consent would be subject to Lessor's approval of the proposed sign placement, method of installation, design, size, color, wording and evidence of approval by the prevailing local governmental authority.

The entire cost related to any approved sign, design, construction and installation shall be the sole obligation of the Lessee. Immediately upon termination of Lessee's tenancy all signs previously installed by Lessee shall be removed by Lessee, at Lessee's expense, and the area where the sign was installed or attached, repaired to its original condition.

4.4 Parking. Lessee intends to utilize the parking area for public parking while visiting downtown businesses, restaurants, and attendance at events conducted on the premises. Lessee agrees to promptly comply with all parking instructions and restrictions as Lessor may, from time to time, impose for purposes of achieving the orderly and reasonable allocation of available on site parking amongst the Lessee, customers, employees and agents of the subject property.

SECTION 5. HAZARDOUS MATERIALS. Lessee shall not cause or permit any Hazardous Material (as defined in Section 5.3) to be brought upon, kept or used in or about the Leased Premises without the express prior written consent of Lessor (which Lessor shall not unreasonably withhold, provided that Lessee demonstrates to Lessor's reasonable satisfaction that such Hazardous Material is necessary or useful to Lessee's business, and that such Hazardous Material will be used, kept and stored in a manner that complies with all laws, rules, ordinances and regulations relating to the storage and use of the Hazardous Material). Lessor's consent shall not be deemed to be a waiver by Lessor of its rights to indemnification by Lessee as stated in Section 5.1. If Lessee breaches the obligations stated herein, or if the presence of Hazardous Material on the Leased Premises caused or permitted by Lessee at any time after execution of this Agreement, results in any contamination of the Leased Premises or any other

private or public property, including, without limitation, sewers or streets, or if contamination of the Leased Premises by Hazardous Material otherwise occurs for which Lessee is legally liable to Lessor or to any third party for damages resulting therefrom, then:

5.1 Indemnity. Lessee shall indemnify, defend and hold Lessor harmless from and against any and all claims, judgments, damages, penalties, fines, costs, expenses, liabilities and losses (including, without limitation, diminution in value of the Leased Premises, damages for the loss or restriction on use of the Leased Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) that arise during or after the term of this Lease, as a result of or in connection with such contamination. The foregoing indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required or recommended by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Leased Premises or any public facilities.

5.2 Return to Existing Conditions. Lessee shall promptly take any and all actions, at its sole cost and expense, as are necessary or appropriate to return the Leased Premises or other private or public facilities to the condition existing prior to the introduction of any Hazardous Material to the Leased Premises; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld if such actions would not potentially have any material adverse effect on the Leased Premises or other private or public facilities. All contractors, laboratories and engineering firms (hereinafter "Consultants") chosen by Lessee to undertake any remedial action that may be necessary or appropriate on or about the Leased Premises or other private or public facilities shall be approved by Lessor prior to their employment by Lessee, which approval will not be unreasonably withheld. Consultants shall be licensed and bonded in accordance with all applicable laws. Duplicate copies of all reports and findings made by Consultants with regard to the condition of the Leased Premises or other private or public facilities shall be delivered to Lessor concurrently with their delivery to Lessee. Lessee shall have the work done by the Consultants at Lessee's sole risk and shall indemnify and hold Lessor and Lessor's agents and employees harmless from and against any and all loss, costs, liability, damage and expense relating to or arising from any damage or injury to Lessee, the Consultants, or the agents of either of them, for any third-party liability incurred by any of them, and for any claim by Lessor, or Lessor's agents or employees by reason of any such work conducted by Consultants.

5.3 Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Oregon, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is designated as a hazardous substance pursuant to the Water Pollution Control Act (33 USC Section 1317); or defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 USC Section 6901 et seq.); or defined as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq.); or defined as a hazardous material pursuant to Article 90 of the Uniform Fire Code, as adopted by the City or County in which the subject property is located and, as amended from time to time.

SECTION 6. ALTERATIONS

6.1 Alterations Prohibited. Lessee shall make no improvements or alterations to the leased premises of any kind without first obtaining Lessor's written consent.

6.2 Alterations Required. The improvements delineated on the work sheet, if any, attached hereto and made part of the lease shall be performed by the party designated and within the time stated on the work sheet.

6.3 Ownership of Alterations. All improvements and alterations performed on the leased premises by either Lessor or Lessee shall be the property of Lessor when installed unless the applicable lessor's consent specifically provides otherwise.

SECTION 7. INSURANCE

7.1 Insurance Required. Lessor shall be responsible for insuring the premises, and Lessee for insuring its personal property and trade fixtures located on the premises. Neither party shall be liable to the other for any loss or damage caused by water damage, sprinkler leakage, or any of the risks covered by a standard fire insurance policy with an extended coverage endorsement, and there shall be no subrogated claim by one party's insurance carrier against the other arising out of any such loss.

7.2 Liability Insurance. Before taking possession of the premises, Lessee shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Lessee's costs: Public liability and property damage insurance in a responsible company with limits of not less than \$1,000,000 dollars for injury to one person \$1,000,000 dollars for injury to two or more persons, and \$1,000,000 dollars for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Lessor's negligence, shall protect Lessee against the claims of Lessor on account of the obligations assumed by Lessee under Paragraph 7. 1, and shall protect Lessor and Lessee against claims of third persons. Certificates evidencing such insurance, and bearing endorsements requiring TEN (10) days' written notice to Lessor prior to any change or cancellation shall be furnished to Lessor prior to Lessee's occupancy of the property.

SECTION 8. UTILITIES AND SERVICES

8.1 Utility and Service Charges. Utilities and services shall be paid by:

<u>Utility and Service</u>	<u>Lessor</u>	<u>Lessee</u>	<u>REMARKS</u>
Telephone	()	(x)	
Electric Service	()	(x)	
Natural Gas Service	()	(x)	
Municipal Water Service	()	(x)	
Sewer Service	()	(x)	
Refuse Collections	()	(x)	
Interior Janitorial Service	()	(x)	
Storm Water Charges	()	(x)	
Landscape Care & Maintenance	()	(x)	
Other	()	(x)	<u>Internet</u>

8.2 Telephone Service. Lessee hereby takes possession of said leased premises with telephone service in an "as-is" condition. Lessee acknowledges inspection of telephone service and accepts service as adequate.

SECTION 9. TAXES

9.1 Real Property Taxes. Lessor shall pay all real property taxes assessed against Lessor's real property.

SECTION 10. DAMAGE AND DESTRUCTION

10.1 Partial Damage. If the leased premises are partly damaged, and Paragraph 10.2 below does not apply, the property shall be repaired by Lessor at Lessor's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes, and matters beyond the control of Lessor, and shall be performed in accordance with the provisions of Paragraph 3.3 above.

10.2 Destruction. If the leased premises are destroyed or damaged such that the cost of repair exceeds FIFTY (50%) percent of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than FORTY-FIVE (45) days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Lessee shall be entitled to any prepaid amounts previously paid by Lessee, and attributable to the anticipated term. If neither party elects to terminate, Lessor shall proceed to restore the leased premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible, and thereafter shall proceed without interruption except for work stoppages on account of labor disputes, and matters beyond the control of the Lessor.

10.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are un-leasable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Lessee, their agents, employees or invitees.

10.4 Damage Late in Term. If damage or destruction to which Paragraph 10.2 would apply occurs within ONE (1) year prior to the end of the then current lease term, Lessee may elect to terminate the lease by notice in writing to Lessor given within THIRTY (30) days after the date of the damage.

SECTION 11. EMINENT DOMAIN

11.1 Partial Taking. If a portion of the leased premises is condemned, and Paragraph 11.2 does not apply, the lease shall continue on the following terms:

- (a) Lessor shall be entitled to all of the proceeds of condemnation, and Lessee shall have no claim against Lessor as a result of the condemnation.
- (b) Lessor shall proceed as soon as reasonably possible to make such repairs and alterations to the premises as are necessary to restore the remaining premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.
- (c) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Lessor to restore the balance of the property in

anticipating of taking, the rent shall be reduced in proportion to the reduction in value of the leased premises as an economic unit on account of the partial taking. If the parties are unable to agree upon the amount of the reduction of rent, the amount shall be determined by arbitration in the manner as is provided in Section 20.

(d) If a portion of Lessor's property not included in the leased premises is taken, and severance damages are awarded on account of the leased premises, or an award is made for detriment to the leased premises as a result of activity by a public body not involving a physical taking of any portion of the premises, this shall be regarded as a partial condemnation to which subparagraphs (a) and (c) apply, and the rent shall be reduced to the extent of reduction in rental value of the premises as though a portion had been physically taken.

11.2 Total Taking. If a condemning authority takes all of the leased premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use which Lessee was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as termination under Paragraph 11.1 (a) above. Lessor shall be entitled to all of the proceeds of condemnation. and Lessee shall have no claim against Lessor as a result of the condemnation.

11.3 Sale in Lieu of Condemnation. Sale of all or part of the leased premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercises of the power shall be treated for the purposes of this Section 11 as a taking by condemnation.

SECTION 12. LIABILITY AND INDEMNITY

12.1 Liens.

(a) Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises, and shall keep the premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so, and collect the cost as additional rent. Any amount so added shall bear interest at the rate of FIVE (5%) percent per annum from the date expended by Lessor and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

(b) Lessee may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Lessor's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Lessee shall, within TEN (10) days deposit with Lessor cash or sufficient corporate surety bond or other surety satisfactory to Lessor in an amount sufficient to discharge the lien, plus any costs, attorney's fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

12.2 indemnification. Lessee shall indemnify and defend Lessor from any claim, loss, or liability arising out of or related to any activity of Lessee on the leased premises or any condition of the leased premises in the possession or under the control of Lessee. Lessor shall have no liability to Lessee for any loss or damage caused by third parties or by any condition of the premises, except to the extent caused by Landlord's negligence or breach of duty under this Lease Agreement.

SECTION 13. QUIET ENJOYMENT; MORTGAGE PRIORITY

13.1 Lessor's Warranty. Lessor warrants that it is the owner of the leased premises, and has the right to lease them. Lessor will defend Lessee's right to quiet enjoyment of the leased premises from the lawful claims of all persons during the lease term.

13.2 Mortgage Priority. This lease is and shall be prior to any mortgage or deed of trust ("Encumbrance") recorded after the date of this lease and affecting the premises. However, if any lender holding such an Encumbrance requires that this lease be subordinate to the Encumbrance, then Lessee agrees that the lease shall be subordinate to the Encumbrance if the holder thereof agrees in writing with Lessee that so long as Lessee performs its obligations under this lease no foreclosure, deed given in lieu of foreclosure, or sale, pursuant to the terms of the Encumbrance, or other steps or procedures taken under the Encumbrance shall affect Lessee's rights under this lease. If the foregoing condition is met, Lessee shall execute the written agreement, and any other documents required by the holder of the Encumbrance to accomplish the purposes of this paragraph. If the premises are sold as a result of foreclosure of any Encumbrance thereon, or otherwise transferred by Lessor or any successor, Lessee shall attorn to the purchaser or transferee.

13.3 Certificate. Either party will within TWENTY (20) days after notice from the other, execute and deliver to the other party a certificate stating whether or not this lease has been modified, and is in full force and effect, and specifying any modifications or alleged breaches by the other party. The Certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party of whom the certificate was requested, that the lease is in full force and effect, and has not been modified except as may be represented by the party requesting the certificate.

SECTION 14. ASSIGNMENT AND SUBLEASE

No part of the leased property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Lessor. This provision shall apply to all transfers by operation of law. If Lessee is a corporation, this provision shall apply to any sale of a controlling interest in the stock of the corporation. No consent in one instance shall prevent the provision from applying to a subsequent instance. Lessor shall consent to a transaction covered by this provision when withholding such consent would be unreasonable in the circumstance. In determining whether to consent to assignment, Lessor may consider the following factors: financial ability of assignee, business experience of assignee, and credit worthiness of assignee. However, Lessor agrees not to unreasonably withhold such consent.

SECTION 15. DEFAULT

THE FOLLOWING SHALL BE EVENTS OF DEFAULT:

15.1 Default in Rent. Failure of Lessee to pay any rent or other charge within TEN (10) days after it is due.

15.2 Default In Other Covenants. Failure of Lessee to comply with any term or condition, to fulfill any obligation of the lease (other than the payment of rent or other charges) within TWENTY (20) days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is

of such a nature that it cannot be completely remedied within the TWENTY (20) day period, this provision shall be complied with if Lessee begins correction of the default within the TWENTY (20) day period, and thereafter proceeds with reasonable diligence, and in good faith to effect the remedy as soon as practicable.

15.3 Insolvency. Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition or bankruptcy, and failure of Lessee to secure a dismissal of the petition within THIRTY (30) days after filing; attachment of or the levying of execution of the leasehold interest, and failure of Lessee to secure discharge of the attachment or release of the levy of execution within TEN (10) days. If Lessee consists of two or more individuals or business entities, the events of default specified in this Paragraph 15.3 shall apply to each individual or business entity, unless within TEN (10) days after an event of default occurs, the remaining individuals produce evidence satisfactory to Lessor that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Lessee under the lease.

15.4 Abandonment. Failure of Lessee for TEN (10) days or more to occupy the property for one or more of the purposes permitted under this lease unless such failure is excused under other provisions of this lease shall be an abandonment of the property.

SECTION 16. REMEDIES ON DEFAULT

16.1 Termination. In the event of a default the lease may be terminated at the option of the Lessor by notice in writing to Lessee. If the lease is not terminated by election of Lessor or otherwise, Lessor shall be entitled to recover damages from Lessee for the default. If the lease is terminated, Lessee's liability to Lessor for damages shall survive such termination, and Lessor may re-enter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force, and without liability for damage.

16.2 Reletting. Following re-entry or abandonment, Lessor may relet the premises, and in that connection may make any suitable alterations or refurbish the premises, or both, or change the character or use of the premises, but Lessor shall not be required to relet for any use or purpose other than that specified in the lease or which Lessor may reasonably consider injurious to the premises, or to any Lessee which Lessor may reasonably consider objectionable. Lessor may relet all or part of the premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

16.3 Damages. In the event of termination on default, Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

- (a) The loss of reasonable rental value from the date of default until a new Lessee has been, or with the exercise of reasonable efforts could have been, secured.
- (b) The reasonable costs of re-entry and reletting, including without limitation the cost of any clean up, refurbishing, removal of Lessee's property and fixtures, or any other expense

occasioned by Lessee's failure to quit the premises upon termination, and to leave them in the required condition, any remodeling costs, attorney's fees, court costs, Agent commissions, and advertising costs.

(c) Any excess of the value of the rent and all of Lessee's other obligations under this lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

16.4 Right to Sue More Than Once. Lessor may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

16.5 Remedies Cumulative. The foregoing remedies shall be in addition to, and shall not exclude any other remedy available to Lessor under applicable law.

SECTION 17. SURRENDER AT EXPIRATION

17.1 Condition or Premises. Upon expiration of the lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor, and surrender the leased premises in good order and repair, reasonable wear and tear excepted, and broom clean. Alterations constructed by Lessee with permission from Lessor shall not be removed or restored to original condition, unless the terms of permission for the alteration so require. Lessee's obligations under this paragraph shall be subordinate to the provisions of Section 10 related to destruction.

17.2 Fixtures.

(a) All fixtures, improvements or additions placed upon the leased premises during the lease term, other than Lessee's trade fixtures, shall, at Lessor's option, become the property of Lessor. If Lessor so elects, Lessee shall remove any or all fixtures which would otherwise remain the property of Lessor, and shall repair any physical damage resulting from the removal. If Lessee fails to remove such fixtures, Lessor may do so, and charge the cost to Lessee, with interest at the rate of **FIVE (5%)** percent per annum, from the date of expenditure.

(b) Prior to expiration or termination of the lease term, Lessee shall remove all furnishings, furniture, and trade fixtures which remain its property. If Lessee fails to do so, this shall be an abandonment of the property, and Lessor may retain the property, and all rights of Lessee with respect to it shall cease, or, by notice in writing given to Lessee within TWENTY (20) days after removal was required, Lessor may elect to hold Lessee to its obligation of removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal, and place the property in public storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage costs, plus interest at the rate of **FIVE (5%) percent** per annum, on all such expenses from the date of expenditure by Lessor.

17.3 Holdover.

(a) If Lessee does not vacate the leased premises at the time required, Lessor shall have the option to treat Lessee as a Lessee from month-to-month, subject to all of the provisions of this lease except the provisions for term and renewal. Failure of Lessee to remove fixtures, furniture, furnishing or trade fixtures which under this lease shall constitute a failure to vacate to which this paragraph shall apply if the property not removed will substantially interfere with occupancy of the premises by another Lessee or with occupancy by Lessor for any purpose, including preparation for a new Lessee. Lessee's monthly rent shall automatically increase to an amount equal to 150% of the last month's rental rate during the specified lease term, for any holdover period.

(b) If a month-to-month tenancy results from a holdover by Lessee under this Paragraph 17.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Lessor, given not less than TEN (10) days prior to the termination date which shall be specified in the notice. Lessee waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

SECTION 18. MISCELLANEOUS

18.1 Nonwaiver. Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice to the party's right to require strict performance of the same provision in the future or of any other provision.

18.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney's fees, including fees on appeal.

18.3 Notices. Any notice required or permitted under this lease shall be given when actually delivered or FORTY-EIGHT (48) hours after deposited in United States mail as certified mail addressed to the address first given in this lease, or to such other address as may be specified from time to time by either of the parties in writing.

18.4 Succession. Subject to the above-stated limitations on transfer of Lessee's interest, this lease shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.

18.5 Lessor's Right to Cure Defaults. If Lessee fails to perform any obligation under this lease, Lessor shall have the option to do so after THIRTY (30) days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand, with interest at the rate of FIVE (5%) percent per annum from the due date until paid.

18.6 Recordation. This lease shall not be recorded without the prior written consent of the Lessor.

18.7 Entry for Inspection. Lessor, or Lessor's agent, shall have the right to enter upon the premises, during normal business hours, in a manner that does not interfere with Lessee's business or Lessee's customers, to determine Lessee's compliance with this lease, to make necessary repairs to the building or to the premises, or to show the premises to any prospective Lessee or purchase, and, in addition, shall have the right, at any time during the last four months of the term of this lease, to place and maintain upon the premises notices for leasing or selling the premises.

18.8 Interest on Rent or Other Charges. Any rent or other payment required of Lessee by this lease shall, if not paid within TEN (10) days after it is due, bear interest at the rate of **FIVE (5%) percent** per annum from the due date until paid.

18.9 Proration of Rent. In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination, and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Lessee or paid on its account.

SECTION 19. OTHER AGREEMENTS BETWEEN LESSEE AND LESSOR (If left blank, then that was the intent of the parties)

SECTION 20. ADDENDUM

20.1 An addendum signed by both the Lessor and the Lessee (x) is attached, () is not attached hereto, and if attached becomes a part of this Lease Agreement.

THIS IS A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD BY ANY PARTIES HERETO, THEY SHOULD SEEK COMPETENT LEGAL AND/OR ACCOUNTING ADVICE PRIOR TO SIGNING.

LESSOR:

x Dale L. Hunt

By: Dale L. Hunt

Title: West Point Lodge 62

DATE: 5/3/2001

ADDRESS: _____

ZIP: _____

PHONE: () _____

FAX: () _____

Rev. 5/2000

LESSEE:

x Anne L. Heath

By: Anne L. Heath

Title: City Administrator

DATE: 5/12/2001

ADDRESS: PO Box 8316

Cadbury ZIP: 97408

PHONE: () 541-682-7871

FAX: () _____

ADDENDUM A

Lessor: West Point Lodge #62

Lessee: City of Coburg.

Premises: 91 119 N. Willamette Street, Coburg, OR.

The parties to the Lease agree to incorporate the following into their Agreement:

Addendum to lease for Odd Fellow Lodge (lower level and the attached parking lot to the south of the building) Further referred to as the hall.

The City of Coburg is a governmental organization that services the Community. The City is entering into this lease to provide for a community asset. The building will fulfill the need for community space as identified through the Main Streets program which could include many functions including:

- Additional meeting space for public meetings
- Offices for Community Partners including Chamber and/or Community Foundation
- Gathering space for Community Events
- Museum and/or display of historic community artifacts
- Rentable event space
- Rentable kitchen Makers Space

Lessee will endeavor to improve the facilities in order to make them safer, and more enjoyable to the community. This may include the replacement of lighting, door repair, repairs and remodel to the bathroom and kitchen. These activities may include the application for grant funds to cover the costs of such improvements. Grant funds may require the funds be granted to the Odd Fellow Lodge on behalf of the community and to be spent on the repairs as referred to in the grant application.

The lessee agrees that they will maintain the premises in good condition throughout the lease and will manage the clean-up and necessary repairs after each event.

The Lessee understands that the lessor has left a grill, 20 chairs and several tables in the storage area and will be available for Lessee's use.

Lessor requests reasonable access to the storage area from the lessee's place of business, but not without giving 24-hour notice. (unfettered access no longer available after June 1, 2021)

The Lessee agrees to post signs in the parking lot stating that parking is for Coburg Visitors Downtown Parking or IOOF members.

The Lessee may install outside cameras to insure security to the lessee's business and the parking lot. Location of such cameras to be approved by the Lessor and installation of such cameras to be completed in such a manner that it will not cause deterioration to the building exterior.

The Lessor agrees to install both smoke alarms and CO2 alarms at their cost, as required by city ordinance, to the downstairs leased area.

The Lessee may install temporary flooring as they deem necessary, but it may not have any glue or other adhesive material which would cling to the hall floor.

The Lessor will secure the upper floor of the hall with a curtain and a chain at the lower level and a locked door on the upper level. The Lessor holds the Lessee harmless for any entrance or damage to the upper level area.

Rent will begin June 1, 2021. The rent shall be \$1,000 per month and at the time of signing this lease, the deposit of \$1000 and the first month's rent will be due and payable.

Lessee liability insurance shall cover the parking area in addition to the leased Premises.

Agreed and Accepted:

Lessor: Dale E. Hunt
West Point Lodge #62

Lessee: [Signature]
Anne L. Heath
City of Coburg

Date: 5-3-2021

Date: 5-12-2021

Amendment to Real Estate Lease Agreement

WHEREAS, on May 11, 2021, West Point Lodge #62, hereinafter called the Lessor, and the CITY OF COBURG, hereinafter called Lessee, entered into a Real Estate Lease Agreement for the purposes of Lessee's use of Lessor's building and parking lot.

WHEREAS, on July 18, 2021, Lessor notified Lessee of their desire to amend the Real Estate Lease Agreement in order to utilize one-half of the parking lot on the west end along Willamette Street in order for Lessor to site a food truck in the space.

WHEREAS, in exchange for the return of the use of one-half of the parking lot, Lessor agrees to take back certain maintenance responsibilities of the outside of the property that is conducted by Lessee under the original agreement.

NOW, THEREFORE, Lessor and Lessee hereby agree to the following amendments:

Text of the relevant sections of the original Real Estate Lease Agreement provides as follows:

SECTION 1. OCCUPANCY

- 1.3 Area of Lease.** *Area of lease shall consist of the full downstairs of the property including community room, kitchen, bathroom, and storage rooms and closets. In addition, the lease extends to the outside common areas and full parking lot.*

SECTION 3. REPAIRS AND MAINTENANCE

- 3.1 Lessor's Obligations.** *The following shall be the responsibility of Lessor:*
- (a) Lessor warrants that all heating, cooling, electrical and plumbing systems are in reasonable operating order at date of Lessee's possession.*
 - (b) Repairs and maintenance of the roof and gutters, exterior walls (including painting), bearing walls, structural members, and foundations.*
 - (c) Repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Lessee and Lessor or Lessees of other portions of the same building.*
 - (d) Repair and maintenance of exterior water, sewage, gas and electrical services up to the point of entry to the leased premises.*
 - (e) Repair and maintenance of the heating and air conditioning system to include ordinary maintenance.*

SECTION 4. USE OF THE PREMISES.

- 4.4 Parking.** *Lessee intends to utilize the parking area for public parking while visiting downtown businesses, restaurants, and attendance at events conducted on the premises. Lessee agrees to*

promptly comply with all parking instructions and restrictions as Lessor may, from time to time, impose for purposes of achieving the orderly and reasonable allocation of available on site parking amongst the Lessee, customers, employees and agents of the subject property.

Those relevant sections and/or subsections shall be amended, and a new section added, as follows:

[new language shown in underlining]

SECTION 1. OCCUPANCY

- 1.3 Area of Lease.** Area of lease shall consist of the full downstairs of the property including community room, kitchen, bathroom, and storage rooms and closets. In addition, the lease extends to the outside common areas and ~~full~~ the eastern one-half of the parking lot.

SECTION 3. REPAIRS AND MAINTENANCE

- 3.1 Lessor's Obligations.** The following shall be the responsibility of Lessor:

(f) Maintenance of all outside landscapes, common areas, sidewalks, and parking area ~~not~~ included in this lease agreement.

Commented [SE1]: I am thinking the word "Not" should be removed. The way I read this is that we as the lesse would be responsible for this.

SECITON 4. USES OF PREMISES.

- 4.4 Parking.** Lessee intends to utilize the parking area for public parking while visiting downtown businesses, restaurants, and attendance at events conducted on the premises. Lessee agrees to promptly comply with all parking instructions and restrictions as Lessor may, from time to time, impose for purposes of achieving the orderly and reasonable allocation of available on site parking amongst the Lessee, customers, employees and agents of the subject property. Parking area leased by Lessee will be limited to the eastern back half of the parking lot abutting the alley. Lessor will retain one-half of parking area at the west end facing Willamette Street.

Commented [AH2]: No, not needs to stay. Because this is saying that the IOOF is responsible for all of these things except for the parking area included in the lease. This is there trade off that they are offering for taking back half of the parking lot.

SECTION 19. AMENDMENT [new section]

- 19.1 Amendment. This agreement may be modified or extended by written amendment signed by both parties.

All other terms and conditions of this agreement remain unchanged.

LESSOR:

X _____

By:

Title: _____

DATE: _____

ADDRESS: _____

ZIP: _____

PHONE: () _____

FAX: () _____

Rev. 5/2000

LESSEE:

X _____

By: Anne L. Heath

Title: City Administrator

DATE: _____

ADDRESS: _____

ZIP: _____

PHONE: () _____

FAX: () _____



COBURG CITY COUNCIL DISCUSSION ITEM

TOPIC: Charter Amendments Submitted to Voters by Council

Meeting Date: July 26, 2022
Staff Contact: Anne Heath, City Administrator
Contact: 541-682-7871, anne.heath@ci.coburg.or.us

SUGGESTED COUNCIL ACTION

Final review by Council before Resolution comes in August.

POLICIES OR COUNCIL GOAL(S) FY22

- 2022 City Council Goals: Dynamic Operational Capacity
-

INTRODUCTION

Due to the amount of changes taking place, and the concerns that it was getting harder to read and review, the staff provided the Council with the proposed changes to the 1992 City of Coburg Charter July 12, 2022.

This document has been modeled after the League of Oregon Cities Model Charter, which is better organized and easier to read. Staff have aligned the 1992 City of Coburg Charter with the new model and all pertinent sections unique to Coburg have been retained.

Council were asked to review the document and provide and suggested changes or comments to the City Administrator by July 18, 2022. No comments were received.

Council were asked to review the document and provide and suggested changes or comments to the City Administrator by July 18, 2022. No comments were received.

ELECTION TIMELINE FOR REFERRAL:

Council has directed staff to move forward to get on the November 8, 2022 ballot. Staff must file with Lane County Election by September 8, 2022.

November 8, 2022 Election –

- General Election we will have three Councilor and Mayor on the ballot.
- Psilocybin Ban Referral to the Electors of the City
- Final Council action required at or before August 9, 2022 meeting. City Recorder must notify Lane County (Form 802) by September 8, 2022 that the issue will be placed on the ballot.

Council should consider if this is too much on the ballot at one time for the Coburg voters.

RECOMMENDATION

The recommendation is to repeal the 1992 City of Coburg Charter completely and adopt the 2022 City of Coburg Charter and submit it to the voters at the General Election.

BUDGET / FINANCIAL IMPACT

No impact.

PUBLIC INVOLVEMENT

Staff would provide neutral information to the public leading up to the election.

NEXT STEPS

Adopt Resolution at the August 9th City Council Meeting.

ATTACHMENTS

- 1992 City of Coburg Charter
 - 2022 City of Coburg Charter - **DRAFT**
-

REVIEWED BY

Anne Davies, City Attorney
Sammy Egbert, City Recorder

1992

CITY OF COBURG

CHARTER

PREAMBLE

We the people of the City of Coburg, Lane County, Oregon, in order to avail ourselves of self-determination in municipal affairs to the fullest extent now or hereafter granted or allowed by the constitutions and laws of the United States and the State of Oregon, by this Charter confer upon the City the following powers, subject it to the following restrictions, prescribe for it the following procedures and governmental structure, and repeal all Charter procedures and governmental structure, and repeal all Charter provisions, except as hereinafter provided in Section 34, of the City Charter enacted prior to the time this Charter takes effect.

CHAPTER I

Name and Boundaries

SECTION 1. Title and Enactment. This enactment may be referred to as the 1992 Coburg Charter.

SECTION 2. Name of City. The City of Coburg, Lane County, Oregon shall continue to be a municipal corporation with the name City of Coburg, Oregon.

SECTION 3. Boundaries. The City shall include all territory encompassed by its boundaries as they now exist or hereafter are modified under state law. The custodian of City records shall keep at the City Hall at least two copies of this Charter and an accurate, current description of the City's boundaries. The copies of the Charter and the City boundary descriptions shall be available for public inspection during regular City office hours.

CHAPTER II

Powers

SECTION 4. Powers of the City.

- (1) The City shall have all powers that the constitutions, statutes and common law of the United States and of the State of Oregon expressly or impliedly grant or allow municipalities as though this Charter specifically enumerated each of those powers, including, without limitation, extramural powers.

- (2) The following shall be deemed to be a description of some of the powers conferred upon the City by this Charter, but shall not be interpreted to limit any or all of the powers herein conferred:
- (a) Property. To acquire property within or without the corporate limits of the City for any City purposes, in fee simple or any lesser interest or estate, by purchase, gift, devise, lease or condemnation; and to sell, lease, mortgage, and manage and control such property as the interests of the City may require;
 - (b) Indebtedness. To borrow money within the limits prescribed by general laws;
 - (c) Public Services. To purchase, hire, construct, maintain and operate or lease public utilities; to furnish all local public services, either within or without the corporate limits of the City; to grant local franchises for the use of public ways and to regulate the exercise of all franchisees;
 - (d) Public Improvements. To make local public improvements and to protect and preserve the improvements;
 - (e) Bonds. To issue and sell general obligation, refunding, revenue or other bonds on the security of the faith and credit of the City, or to issue and sell any of such bonds on the security, in whole or in part, of any property or any utility owned by the City, or the revenues thereof, or by both;
 - (f) Police Power Regulations. To adopt and enforce regulations not in conflict with general law that are necessary for the public peace, health, safety and welfare;
 - (g) Occupational and Police Power Regulatory Taxes. To license, tax, and regulate for the purpose of City revenue and police power regulations all businesses, callings, trades, and employments, whether conducted as a nonprofit or otherwise, as the City Council may require; and,
 - (h) Annexations. To annex areas to the City in accordance with State law.

SECTION 5. Construction of Charter. In this Charter no specification of a power is exclusive or restricts authority that the City would have if the power were not specified. The Charter shall be liberally construed so that the City may exercise as fully as possible all powers possible for it under this Charter and under United States and Oregon law. A power of the City is continuing unless the grant of the power clearly indicates the contrary.

CHAPTER III

Form of Government

SECTION 6. Where Powers Vested. Except as this Charter provides otherwise and as the Oregon Constitution reserves municipal legislative power to the electors of the City, all powers of the City are vested in the Council.

SECTION 7. Council. The Council shall be composed of six Councilors nominated and elected from the City at large, except that when one or more vacancies exist on the

council, it shall be deemed to be composed of those persons actually then holding the office of councilor.

SECTION 8. Councilors. Councilors in office at the time this Charter is adopted shall continue in the office until the end of the present term of office of each. At each biennial general election after this Charter takes effect, three Councilors shall be elected, each for a term of four years.

SECTION 9. Term of Office. The term of office of city officers elected at a biennial general election commences at the first Council meeting of the calendar year immediately after the election and continues until the successor to the office assumes the office.

SECTION 10. Oath of Office. Before commencing the duties of office, each officer shall take an oath or shall affirm faithful performance of the duties of the office and support for the constitutions and laws of the United States and the State of Oregon.

SECTION 11. Mayor. The present Mayor shall serve the remainder of his or her term of office, and at the next biennial general election following enactment of this Charter and every two years thereafter a Mayor shall be elected.

SECTION 12. Judge, City Recorder, Treasurer. Additional officers of the City may include a Municipal Judge, City Recorder, and Treasurer, and such other officers as the Council deems necessary, each of whom shall be appointed and may be removed by the Mayor with the consent of the council. The Council may combine any two or more appointive offices, except that in judicial functions the Municipal Judge shall not be subject to supervision by any other appointive officer.

SECTION 13. Salaries. The Council shall fix the amount of compensation for City officers and shall approve a compensation plan for City employees. Elected officers shall receive no compensation for serving in an official capacity as elected officers, but may be reimbursed for actual authorized expenses.

SECTION 14. Qualifications of Officers.

- (1) No person shall be eligible for an elective office of the City unless at the time his or her term of office commences following election or appointment he or she is a qualified elector within the meaning of the State Constitution and has resided in the City for the twelve month period immediately preceding election or appointment.
- (2) No City appointive officer whose position was created under section 12 above or employee may serve on the Council.
- (3) No person may be a candidate at a single election for more than one elective office of the City.
- (4) No person shall serve a continuous period as Mayor or on the Council of more than eight years plus the portion of any partial term to which the official may have been originally appointed.
- (5) The Council shall be the final judge of the qualifications and election of its own members and the Mayor.

CHAPTER IV

Council

SECTION 15. Meetings. The Council shall hold regular meetings at least once a month in the City at a time and place that it designates. Other meetings of the Council may be held as prescribed by State law. The Council may adopt rules for the governance of its members and proceedings.

SECTION 16. Quorum. A majority of the number of persons actually holding the office of councilor at any given time shall constitute a quorum for it to conduct business, but a smaller number may meet and compel the attendance of the absent members in a manner provided by council rules. In the event, however, that due to vacancies on the Council the number of persons actually holding the Office of Councilor is reduced to less than three persons, then the Council shall not enact any new or amended ordinances, except as shall be required by law, actual emergency or to continue the uninterrupted fiscal and other operations of the City, until its membership again numbers three or more persons.

SECTION 17. Record of Proceedings. Except when exempt from public disclosure under State law, the record of Council proceedings shall be open for public inspection at City Hall during normal business hours under reasonable Council rules for preservation of the records, efficiency of the City operations and recovery of costs.

SECTION 18. Mayor's Functions at Council Meetings. The Mayor shall:

- (1) Preside over Council deliberations and preserve order;
- (2) Not vote except in the case of a tie;
- (3) Enforce the rules of the Council; and,
- (4) Determine the order of business under the Council rules.

SECTION 19. President of the Council. At its first meeting of each odd-numbered year, or upon a vacancy in the position of council president, the Council shall elect a President from its membership. In the Mayor's absence from a Council meeting, the President shall preside over it. Whenever the Mayor is unable to perform the functions of that office, the President shall exercise and perform during that time, unless and until a Mayor pro tem is appointed, the powers and duties of the Mayor as provided in this Charter, and shall for that time not be a member of the Council.

SECTION 20. Vote Required. Except as this Charter otherwise provides, the affirmative concurrence of a majority of the members of the Council voting when a quorum of the Council is present shall decide any question before the Council. No Councilor present at a Council meeting shall abstain from voting without first stating at the meeting the reasons for so abstaining. An abstention by a Councilor shall be counted as a vote cast on a question, but it shall not be considered as a vote cast with the majority of the Councilors who voted other than by abstaining. In the event that a question before the Council cannot be decided by reason of one or more Councilors abstaining due to declared potential or actual legal conflicts of interest, then by the concurrence of a

majority of the members of the Council who did not abstain from voting due to such declared potential or actual legal conflicts of interest, or if there be no such Councilors, then by order of the Mayor, all Councilors who abstained for declared potential or actual legal conflicts of interest may be by necessity authorized to vote on the question before the Council.

CHAPTER V

Powers and Duties of Officers

SECTION 21. Mayor. The Mayor shall be the executive officer of the City. The Mayor shall, in addition to the other powers and duties granted herein to the Mayor:

- (1) Appoint members of committees established by Council rules and other persons required by the Council to be so appointed;
- (2) Promptly sign all ordinances, records of actions or proceedings, and agreements approved or authorized by the Council; and faithfully implement and enforce, or so cause to be, this Charter and all ordinances, resolutions, orders, motions, agreements and policies of the Council; and,
- (3) Supervise all officers, except the municipal judge in the performance of his or her judicial duties, employees, agents, commissions and committees of the city, but shall have the power to delegate such duties of supervision to members of the Council or others as the Mayor may deem appropriate for the effective and efficient administration of the City government.

SECTION 22. Municipal Judge.

- (1) The Municipal Judge shall hold within the City at a place and times that the Council specifies a court known as the Municipal Court for the City of Coburg, Lane County, Oregon.
- (2) Except as this Charter or City ordinance prescribes to the contrary, proceedings of the Court shall conform to the general laws of this State governing justices of the peace and justice courts.
- (3) All areas within the City and, to the extent provided by state law, area outside the City is within the territorial jurisdiction of the Court.
- (4) The Municipal Court has original jurisdiction over all offenses that ordinances of the City make punishable. The Court may enforce forfeitures and other penalties that the ordinances prescribe for the offenses.
- (5) The Municipal Judge may:
 - (a) Render judgments and, for enforcing them, impose sanctions of person and property within the Court's territorial jurisdiction;
 - (b) Order the arrest of anyone accused of an offense against the City;
 - (c) Commit to jail or admit to bail anyone accused of such an offense;
 - (d) Issue and compel obedience to subpoenas;
 - (e) Compel witnesses to appear and testify and jurors to serve in the trial of matters before the Court;
 - (f) Penalize contempt of Court;
 - (g) Issue process necessary to effectuate judgments and orders of the Court;
 - (h) Issue search warrants; and

- (i) Perform other judicial and quasi-judicial functions prescribed by City ordinance.
- (6) The Council may authorize municipal judges pro tem.
- (7) Notwithstanding this Section and Section 12 of this Charter, the Council may transfer some or all of the functions of the municipal court to any appropriate court of this State or convert those functions to a civil infraction hearing process.

CHAPTER VI

Elections

SECTION 23. Regulation of Elections Generally. Except as this Charter or as the Council by ordinance provides to the contrary, the general laws of the State apply to City elections.

SECTION 24. Tie Votes. In the event of a tie vote for candidates for an elective office, the successful candidate shall be determined by a public drawing of lots in a manner prescribed by the Council.

SECTION 25. Nominations. A qualified elector who shall have resided in the City during the 12 months immediately preceding the election or the appointment may be nominated for an elective City office. Nomination for election shall be by petition specifying the elective office sought in a form prescribed by the Council. Such petition shall be signed by not fewer than 25 electors. Nomination petitions shall be in the form and filed in the manner and within the time prescribed by general ordinance. The custodian of City records shall make a record of the exact time at which each petition is filed and shall take and preserve the name and address of the person by whom it is filled.

CHAPTER VII

Vacancies in Office

SECTION 26. Vacancies in Office.

- (1) The office of Mayor or Councilor becomes vacant upon the incumbent's;
 - (a) Death.
 - (b) Adjudicated incompetence.
 - (c) Conviction of a public offense which is punishable by loss of liberty for one year or more.
 - (d) Unlawful destruction of public records.
 - (e) Resignation.
 - (f) Recall from office.
 - (g) Ceasing to possess the qualifications for office.
 - (h) Failure, following election or appointment, to qualify for the office as defined in this Charter at the time the term of office is to commence.
- (2) In the case of a Mayor or Councilor, an office also becomes vacant upon the incumbent's removal from residency in the City, absence from the City for 30 consecutive days without consent of the Council, or absence from four consecutive

regular meetings of the Council without like consent, and upon a declaration by the Council of the vacancy.

SECTION 27. Filling Vacancies.

- (1) Written public notice of any vacancy in an elective office shall be promptly given by posting in three public places in the City. Application for vacant elective offices shall be made on forms prescribed by Council and submitted to the City in compliance with the rules and by the time established by the Council consistent with this Charter. The filling of a vacancy in an elective office shall be made by the Council without unreasonable delay.
- (2) Vacancies in elective offices shall be filled by appointment by a majority vote of the remaining persons actually holding the office of Councilor. The term of office of a person appointed to fill a vacancy in an elective office shall begin immediately upon appointment and shall continue through the unexpired term of the predecessor.
- (3) In the event that all positions of Councilor shall be vacant at the same time, the Mayor shall appoint three persons as Councilors and those appointed Councilors shall fill the remaining vacancies as provided in this Section 27.
- (4) During the temporary disability of any elected officer or during an elected officer's temporary absence from the City for any cause, the office may be filled pro tem in the manner provided for filling vacancies in office permanently.

CHAPTER VIII

Ordinances

SECTION 28. Enacting Clause. The enacting clause of all ordinances shall read:

- (1) In case of enactment by the Council alone, "The City of Coburg ordains as follows:",
- (2) In case of enactment or ratification by the electors of the City, "The people of the City of Coburg ordain as follows:".

SECTION 29. Mode of Enactment.

- (1) Except as provided in Subsection (2) of this section, before being put upon its final passage, every ordinance of the Council shall be read in open Council meeting on two different days.
- (2) An ordinance may be enacted at a single meeting of the Council without being read twice with unanimous consent of all Council members present and then being put upon its final passage.
- (3) As used in Subsection (1) and (2) of this Section, an ordinance is deemed to be read by any one of the following methods:
 - (a) by being read fully and distinctly;
 - (b) by title only, if no Council member present at the time of the reading requests that the ordinance be read in full; or
 - (c) by title only, if no later than seven days before the first reading of the ordinance, a copy of the ordinance is provided each Council member, a copy is provided for public inspection at City Hall and notice of the availability of

the ordinance is posted in three public places in the City or is published in a newspaper of general circulation in the City.

- (4) Upon the final vote on an ordinance, the ayes and nays of the members of the Council shall be taken and entered in the record of the proceedings.
- (5) Upon the enactment of an ordinance, the custodian of city records shall endorse it with the date of its enactment and the endorser's name and title of office, and within three days thereafter the Mayor shall endorse it and date it.

SECTION 30. When Ordinances Take Effect. An ordinance shall take effect on the thirtieth day after its enactment. When the Council deems it advisable, however, an ordinance may provide a later or earlier time for it to take effect, and in case of an emergency, it may take effect immediately.

CHAPTER IX

Local Improvements

SECTION 31. Procedure for Making Local Improvements. The following shall be governed by general ordinance of the City or to the extent not so governed by applicable State law;

- (1) The time, method, and manner of making all street, sidewalk, sewer, water and other local improvements and the method of financing the same;
- (2) The procedure for vacation, alteration, or abandonment of streets and other City property and improvements.

SECTION 32. Special Assessments. The procedure for determining, levying, collecting and enforcing the payment of special assessments for local improvements or other services to be charged against real property shall be governed by general ordinance.

CHAPTER X

Miscellaneous Provisions

SECTION 33. Existing Ordinances Continued. All ordinances of the City consistent with this Charter and in force when it takes effect shall remain in effect until amended or repealed.

SECTION 34. Repeal of Previously Enacted Provisions. All Charter provisions of the city enacted prior to the time that this Charter takes effect are hereby repealed, except Chapter XII, Section 45, Special Capital Improvement Bond Issue, which shall remain in full force and effect following adoption of this Charter, is incorporated herein by this reference, and hereby redesignated as Chapter X, Section 35.

SECTION 36. Severability. The terms of this Charter are severable. If a part of this Charter is held invalid, that invalidity shall not affect the legal validity of any other part of this Charter except as the logical relationship between the two parts requires.

SECTION 37. Time of Effect of Charter. This Charter shall take effect immediately upon voter approval.

2022 City of Coburg Charter

PREAMBLE

We, the voters of the City of Coburg, Oregon exercise our power to the fullest extent possible under the Oregon Constitution and laws of the state, and enact this Home Rule Charter.

Section I NAMES AND BOUNDARIES

Section 1.1. Title. This charter may be referred to as the 2022 City of Coburg Charter.

Section 1.2. Name. The City of Coburg, Oregon, continues as a municipal corporation with the name City of Coburg

Section 1.3. Boundaries. The City includes all territory within its boundaries as they now exist or are legally modified. The city will maintain as a public record an accurate and current description of the boundaries.

Section II POWERS

Section 2.1. Powers. The City has all powers that the constitutions, statutes and common law of the United States and Oregon expressly or impliedly grant or allow the city, as fully as though this charter specifically enumerated each of those powers. The following shall be deemed to be a description of some of the powers:

- To license certain businesses or occupations
- To levy license taxes for revenues
- To provide police protection
- To control disposal or refuse
- To levy taxes in the form of licenses
- To adopt taxes on sales and incomes
- To supply water
- To impose registration and license fees
- To impose fees and regulatory requirements on telecommunication providers
- To acquire property within or outside of the corporate limits
- To sell, lease, mortgage and manage properties as interests of the City
- To borrow money within the limits prescribed by general laws
- To purchase, hire, construct, maintain and operate or lease public utilities
- To grant local franchises for the use of public ways and regulate the exercise of all franchises
- To make local public improvements and to protect and preserve public improvements
- To license, tax and regulate for the purpose of Police power regulations and City revenue, all businesses, callings trades, and employments
- To annex areas to the City in accordance with State law.

Section 2.2. Construction. The charter will be liberally construed so that the City may exercise fully all powers possible under this charter and under United States and Oregon law.

Section 2.3. Distribution. The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to city voters. This charter vests all other city powers in the Council except as the charter otherwise provides. The Council has legislative, administrative and quasi-judicial authority. The Council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The Council may not delegate its authority to adopt ordinances.

Section 2.4 County Powers Inside City Limits. No ordinance of any county or other local government (whether under home rule, statutory or other authority) is enforceable within the City of Coburg, except (a) with the express consent of the electors of the City or the City Council (and only to the extent of such consent), or (b) as required by the Constitution of Oregon.

Section III GOVERNANCE

Section 3.1. Mayor. 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 and may only vote in order to break a tie.

The Mayor shall, in addition to the other powers and duties granted herein to the Mayor:

- a) Supervise all officers, except the Municipal Judge in the performance of their judicial duties.
- b) The Mayor may delegate supervision duties set forth in subsection 8.2 to the City Administrator or City Recorder.
- c) With the consent of Council, appoint members of committees established by Council rules and other persons required by the Council to be so appointed. The Mayor may appoint members of ad-hoc committees without Council consent.
- d) Promptly sign all ordinances, records of actions or proceedings, and agreements approved or authorized by the Council; and faithfully implement and enforce, or so cause to be, this Charter and all ordinances, resolutions, order, motions, agreements and policies of the Council.
- e) The Mayor serves as the political head of the City government.

Section 3.2. Council. The Council shall be composed of six Councilors nominated and elected from the City at large, except that when one or more vacancies exist on the Council, it shall be deemed to be composed of those persons actually then holding the office of Councilor.

Section 3.3. Council President. At its first meeting each year, the Council must elect a president from its membership. The president presides in the absence of the Mayor and acts as Mayor when the Mayor is unable to perform duties.

Section 3.4. Rules. The Council must, by resolution, adopt rules of governance of its members and meetings.

Section 3.5. Meetings. The Council must meet at least once a month at a time and place designated by its rules, and may meet at other times in accordance with the rules and laws of the state of Oregon.

- a) The Council may take up to two recesses per calendar year when agreed upon by a majority vote of the City Council.
- b) Any Council meeting may be cancelled by the Mayor or Council President for the lack of agenda items, or an emergency.

Section 3.6. Quorum. A majority of the Council members is a quorum to conduct business. In the event of a vacancy due to resignation or other events, the quorum is reduced accordingly. In the event of an absence, a smaller number may meet and compel attendance of absent members as prescribed by Council rules. In the event, however that due to vacancies on the Council, the number of persons actually holding the Office of Councilor is reduced to less than three persons, the Council shall not enact any new or amended ordinances, except as shall be required by law, actual emergency or to continue the uninterrupted fiscal and other operations of the City, until its membership again numbers three or more persons.

Section 3.7. Vote Required. The express approval of a majority of a quorum of the Council is necessary for any Council decision, except when this charter requires approval by a majority of the Council.²⁵

Section 3.8. Record. A record of Council meetings must be kept in a manner prescribed by the Council rules and the laws of the state of Oregon.

Section IV LEGISLATIVE AUTHORITY

Section 4.1. Ordinances. The Council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state “The City of Coburg ordains as follows”.

Section 4.2. Ordinance Adoption.

- a) Except as authorized by subsection (b), adoption of an ordinance requires approval by a majority of the Council at two meetings.
- b) The Council may adopt an ordinance at a single meeting by the unanimous approval of at least a

quorum of the Council, provided the proposed ordinance is available in writing to the public at least one week before the meeting.

- c) Any substantive amendment to a proposed ordinance must be read aloud or made available in writing to the public before the Council adopts the ordinance at that meeting.
- d) After the adoption of an ordinance, the vote of each member must be entered into the Council minutes.
- e) After adoption of an ordinance, the City custodian of records must endorse it with the date of adoption and the custodian's name and title.

Section 4.3. Effective Date of Ordinances. Ordinances take effect on the 30th day after adoption, or on a later day provided in the ordinance. An ordinance may take effect as soon as adopted or other date less than 30 days after adoption if it contains an emergency clause.

Section V ADMINISTRATIVE AUTHORITY

Section 5.1. Resolutions. The Council will normally exercise its administrative authority by approving resolutions.³² The approving clause for resolutions may state "The City of Coburg resolves as follows:"

Section 5.2. Resolution Approval.

- a) Approval of a resolution requires approval by the Council at one meeting.
- b) Any substantive amendment to a resolution must be read aloud or made available in writing to the public before the Council adopts the resolution at that meeting.
- c) After approval of a resolution the vote of each member must be entered into the Council minutes.
- d) After approval of a resolution, the city custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 5.3. Effective Date of Resolutions. Resolutions and other administrative decisions take effect on the date of approval, or on a later day provided in the resolution.

Section V QUASI-JUDICIAL AUTHORITY³⁵

Section 6.1. Orders. The Council will normally exercise its quasi-judicial authority by approving orders. The approving clause for orders may state "The City of Coburg orders as follows:"

Section 6.2. Order Approval.

- a) Approval of an order or any other Council quasi-judicial decision requires approval by the Council at one meeting.
- b) Any substantive amendment to an order must be read aloud or made available in writing to the public at the meeting before the Council adopts the order.
- c) After approval of an order or other Council quasi-judicial decision, the vote of each member must be entered in the Council minutes.
- d) After approval of an order, the city custodian of records must endorse it with the date of approval and the custodian's name and title.

Section 6.3. Effective Date of Orders. Orders and other quasi-judicial decisions take effect on the date of final approval, or on a later day provided in the order.

Section VII ELECTIONS

Section 7.1. Regulation of Elections. Except as this Charter or as the Council by ordinance provides to the contrary, the general law of the state apply to City elections.

Section 7.2. Councilors. The term of a Councilor in office when this charter is adopted is the term for which the Councilor was elected, or is elected at the time of adoption. At each biennial general election after this charter takes effect, three Councilors will be elected for four-year terms.

Section 7.3. Oath of Office. Before commencing the duties of office, each officer shall take an oath or shall affirm faithful performance of the duties of the office and support the constitution s and laws of the United States and the State of Oregon.

Section 7.4. Mayor. The present Mayor shall serve the remainder of his or her term of office, and at the next biennial general election following enactment of this Charter and every two years thereafter, a Mayor shall be elected.

Section 7.5. Qualifications.

- a) The Mayor and each Councilor must be a qualified elector under state law, and reside within the city for at least one year immediately before election or appointment to office.
- b) No person may be a candidate at a single election for more than one city office.
- c) The Council is the final judge of the election and qualifications of its members and Mayor.

Section 7.6. Nominations. A qualified elector who shall have resided in the City during the 12 months immediately preceding the election or the appointment may be nominated for an elective City office. Nomination for election shall be by petition specifying the elective office sought in a form prescribed by the Council. Such petition shall be signed by not fewer than 25 electors.

Nomination petitions shall be in the form and filed in the manner and within the time prescribed by general ordinance. The custodian of City records shall make a record of the exact time at which each petition is filed and shall take and preserve the name and address of the person by whom it is filled.

Section 7.7. Terms. The term of an officer elected at a general election begins at the first Council meeting of the year immediately after the election, and continues until the successor qualifies and assumes the office.

Section 7.8. Oath. The Mayor and each Councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and Oregon.

Section 7.9. Vacancies. The Mayor or a Council office becomes vacant:

- a) Upon the incumbent's:
 - 1) Resignation;
 - 2) Death;
 - 3) Adjudicated incompetence;
 - 4) Recall from the office;
 - 5) Failure to qualify for the office within 10 days of the time the term of office is to begin;
 - 6) Absence from all Council meetings within a 60-day period, or four absences from all Council meetings in a 12 month period, and after the vote of the Council to vacate the office;
 - 7) Ceasing to reside in the city;
 - 8) Ceasing to be a qualified elector under state law;
 - 9) Conviction of a misdemeanor or felony crime;
 - 10) Removal under Section 8.2(r).

Section 7.9. Filling Vacancies. A Mayor or Councilor vacancy will be filled by appointment by a majority of the remaining Council members. The appointee's term of office runs from appointment until expiration of the term of office of the last person elected to that office.

- a) If a disability prevents a Council member from attending Council meetings or a member is absent from the city, a majority of the Council may appoint a Councilor pro tem;
- b) Any vacancy shall become effective upon declaration of such vacancy by majority vote of the City Council.

Section VIII APPOINTIVE OFFICERS

Section 8.1. Appointive Officers. A majority of the Council must appoint or remove Appointed Officers. The appointment must be made without regard to political considerations and solely on the basis of education and experience in competencies and practices of local government management.

- a) Appointive Officers need not reside in the city.

- b) Officers may be appointed for a definite or an indefinite term, and may be removed at any time by a majority of the Council. The Council must fill the office by appointment as soon as practicable after the vacancy occurs.

Section 8.2. City Administrator. The office of City Administrator is established as the administrative head of the City government. The City Administrator is responsible to the Mayor and Council for the proper administration of all city business. The City Administrator will assist the Mayor and Council in the development of city policies, and carry out policies established by ordinances and resolutions.

- a. Plan and direct all administrative activities of the City, and take necessary actions to improve operations.
- b. Establish administrative procedures to increase the effectiveness and efficiency of City government, according to current practices in local government, and consistent with approved policies established by City Council.
- c. Supervise and coordinate the City's administrative policies and procedures, including personnel policies and purchasing procedures.
- d. Provide information and advice to the Mayor, City Council, other public officials and the public on the City's operations.
- e. Act as the City's representative in such areas as labor relations, intergovernmental relations, conferences, conventions, and seminars related to public management.
- f. Delegate responsibility as necessary to accomplish the desired objectives.
- g. Attend meetings of the City Council and other boards and commissions as necessary to coordinate and satisfy the administrative needs of the City.
- h. Act to resolve operational conflicts, decide and implement alternate courses of action, formulate administrative policies, and otherwise make decisions in the best interest of the City's operations.
- i. Recommend for adoption by the Council such measures as he or she may deem necessary or expedient.
- j. Prepare and submit to the Mayor and Council such reports as may be required by that body, or as he or she may deem advisable to submit.
- k. Keep the Mayor and Council fully informed and advised of the financial conditions of the City and its future needs.
- l. Coordinate and supervise preparation of the preliminary budget for submission to the Mayor, and administer the budget after its adoption.

- m. Appoint and remove all employees of the City except the Municipal Judge and City Recorder. Exercise all supervisory duties over all employees of the City, including officers of the City, but excluding the Municipal Judge.
- n. Perform such other duties as directed by the Mayor.
- o. The City Administrator has no authority over the Council or over the judicial functions of the Municipal Judge.
- p. The City Administrator and other employees designated by the Council may sit at Council meetings but have no vote. The City Administrator may take part in all Council discussions.
- q. When the City Administrator is temporarily disabled from acting as administrator or when the office of the administrator becomes vacant, the Council must appoint an administrator pro tem. The City Administrator pro tem has the authority and duties of City Administrator, except that a pro tem City Administrator may appoint or remove employees only with Council approval.
- r. No Council member may directly or indirectly attempt to coerce the administrator or a candidate for the office of administrator in the appointment or removal of any city employee, or in administrative decisions regarding city property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the Council after a public hearing. In Council meetings, Councilors may discuss or suggest anything with the City Administrator relating to City business.

Section 8.3. City Recorder. The City recorder serves as the elected ex-officio clerk of the City Council, and attends all meetings unless excused by the Mayor. The City Recorder is responsible for:

- a) Preparing meeting agenda;
- b) Meeting notices;
- c) Keeping an accurate record of its proceedings.
- d) Serves as the City records custodian, responds to public records requests, and provides records certifications.
- e) Serves as the Election Officer

In his or hers absence from the council meeting, the Mayor shall appoint a clerk of the Council Pro Tem, who while acting in the capacity, shall have all the authority of the recorder.

Section 8.4. Municipal Court and Judge.

- a) A majority of the Council may appoint and remove a municipal judge. The Judge shall hold, within the city, a court known as the Municipal Court for the City of Coburg, Lane County, Oregon.
- b) All proceedings of this court will conform to state laws governing justices of the peace and

justice courts.

- c) All areas within the city and areas outside the city as permitted by state law are within the territorial jurisdiction of the court.
- d) The municipal court has jurisdiction over every offense created by city ordinance. The court may enforce forfeitures and other penalties created by such ordinances. The court also has jurisdiction under state law unless limited by city ordinance.⁶¹
- e) The Municipal Judge may:
 - 1) Render judgments and impose sanctions on persons and property;
 - 2) Order the arrest of anyone accused of an offense against the City;
 - 3) Commit to jail or admit to bail anyone accused of a city offense;
 - 4) Issue and compel obedience to subpoenas;
 - 5) Compel witnesses to appear and testify and jurors to serve for trials before the court;
 - 6) Penalize contempt of court;
 - 7) Issue processes necessary to enforce judgments and orders of the court;
 - 8) Issue search warrants; and
 - 9) Perform other judicial and quasi-judicial functions assigned by ordinance.
- f) The Municipal Judge may appoint and may remove municipal judges pro tem. If the Municipal Judge is not able to appoint a pro tem, then the Council may appoint a pro tem.

Section IX PERSONNEL

Section 9.1. Compensation. The Council must authorize the compensation of city officers and employees as part of its approval of the annual city budget.

Section 9.2. Merit Systems. The Council by resolution will determine the policies governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of city employees based on merit and fitness. These policies will be reviewed annually, updated as needed, and updates to the policies will be approved by resolution.

Section X PUBLIC IMPROVEMENTS

Section 10.1. Procedure. The Council may by ordinance provide for procedures governing the making, altering, vacating, or abandoning of a public improvement. A proposed public improvement may be suspended for six months upon remonstrance by owners of the real property to be specially assessed for the improvement. The number of owners necessary to suspend the action will be determined by ordinance. Specifically, by ordinance the Council shall be governed by ordinance:

- a) The time, method, and manner of making all street, sidewalk, sewer, water, and other local improvements and the method of financing the same;
- b) The procedure for vacation, alteration, or abandonment of streets, and other City property and improvements.

Section 10.2. Special Assessments. The procedure for determining, levying, collecting and enforcing special assessments for public improvements or other services charged against real property will be governed by ordinance.

Section XI MISCELLANEOUS PROVISIONS

Section 11.1. Debt. City indebtedness may not exceed debt limits imposed by state law.⁶⁷ A charter amendment is not required to authorize city indebtedness.

Section 11.2. Ordinance Continuation. All ordinances consistent with this charter in force when it takes effect remain in effect until amended or repealed.

Section 11.3. Repeal. All charter provisions adopted before this charter takes effect are repealed.

Section 11.4. Severability. The terms of this charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other part of the charter except as the logical relationship between the two parts requires

Section 11.5. Time of Effect. This charter takes effect December 1, 2022 (2022 Charter approved by a vote of the people on November 8, 2022, Ballot Measure ~~XX-XX~~).