AGENDA

CITY COUNCIL

91136 N Willamette Street

541-682-7852 | coburgoregon.org

Tuesday, May 13, 2025 at 6:00 PM

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR COMMENTS

AGENDA REVIEW

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

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

1. Minutes April 8, 2025, City Council
2. Council Consent of Budget Committee Appointments

SPECIAL GUEST

ORDINANCES AND RESOLUTIONS

3. **Public Hearing | First Reading**
   ORDINANCE A-257 AN ORDINANCE ESTABLISHING A PARKS AND PUBLIC OPEN SPACE MAINTENANCE SUPPORT FEE
4. **Public Hearing**
   RESOLUTION 2025-08 A RESOLUTION CERTIFYING THE CITY OF COBURG'S ELIGIBILITY AND ELECTION TO RECEIVE STATE SHARED REVENUES FOR FY 2025-26
5. **RESOLUTION 2025-09** A RESOLUTION ADOPTING THE POLICY AND CRITERIA FOR LIMITED INCOME ASSISTANCE

CONTRACTS

6. Wellhouse on Stallings Lane Bid Award and Contract

COUNCIL ACTION ITEMS

7. Broadband Equity, Access, and Deployment (BEAD) City Endorsement

ADMINISTRATIVE INFORMATION REPORTS

8. Administrative Monthly Report
9. Financial Report
10. Mandatory Reporter as Elected Official

LIAISON UPDATES AND COUNCIL COMMENTS

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.

MINUTES
Coburg City Council Meeting

April 8, 2025 at 6:00 PM
Coburg City Hall
91136 N Willamette Street

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

MEMBERS ABSENT: none

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

TRANSCRIBED BY: Madison Balcom, Administrative Assistant

CALL TO ORDER
Mayor Bell called the City Council meeting to order at 6:00pm.

PLEDGE OF ALLEGIANCE
Councilor Engebretson led the Pledge of Allegiance.

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

AGENDA REVIEW
Ms. Egbert noted that there are no changes to the agenda, just some added handouts provided in their red folders for agenda items 8, 9 and 11.

PUBLIC COMMENT
There is one request for public comment.

Scott Newman, 91173 N Miller St. Mr. Miller asked council about the ability to bank a customers' unused water from the monthly allowance in the winter, to help cover the overage amounts in the summer.

Mayor Bell assured Mr. Newman that council is looking at various options and different ways to view water charges. Mr. Hanks also further explained the systems and charges for the city provided services, and what it takes to keep those systems running and efficient.

Mr. Lehmann asked if there was a way to see how many customers use much less than the allotted amount. Mr. Hanks said yes and explained that they are looking into options.

CONSENT AGENDA

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

1. **Minutes from March 11, 2025 City Council Meeting**
2. **Minutes from March 25, 2025 City Council Work Session**
3. **Park Tree Committee Annual Appointments**

Mayor Bell re-appointed the Park Tree Committee members for the 2025 year.

> **MOTION:** Councilor Bouwman, seconded by Councilor Wells moved to approve the Consent Agenda as presented.
>
> ***The motion passed unanimously as 6:0, with Councilors Bouwman, Engebretson, Lehmann, Myers, Smith and Wells voting affirmatively, none apposed.***

SPECIAL GUESTS

4. **Sergeant Dan Miller**

Chief Larson introduced Dan Miller as the newly promoted Sergeant of the Coburg Police Department, giving a quick presentation of his qualifications and past experiences. Mayor Bell thanked the Police Department for their work in the community.

Mr. Lehmann asked how Mr. Miller's duties will change with the promotion. Mr. Miller said that he will be doing all the same things he was doing before as an officer, with the addition of being a supervisor and keeping track of officer trainings, and more.

Mr. Hanks also explained why a small organization like Coburg's needs someone in the sergeant's position.

ORDINANCES, RESOLUTIONS AND CONTRACTS

5. **Second Reading**
   ORDINANCE A-234-A AN ORDINANCE GRANTING TO HUNTER COMMUNICATION INC., A NON-EXCLUSIVE FRANCHISE AND RIGHT TO CONSTRUCT, OPERATE, AND MAINTAIN A FIBER-BASED SERVICE FACILITY; TO OCCUPY CITY RIGHT-OF-WAY; AND TO PROVIDE FIBER-BASED SERVICES IN THE CITY OF COBURG, OREGON AND REPEALING A-234

The first reading was held on March 11, 2025. There were no further questions or comments.

> **MOTION:** Councilor Bouwman, seconded by Councilor Lehmann, moved to approve Ordinance A-234-A An Ordinance granting to hunter communication inc., a non-exclusive franchise and right to construct, operate, and maintain a fiber-based service facility; to occupy city right-of-way; and to provide fiber-based services in the City of Coburg, Oregon and move the Ordinance to a second reading for final approval.
>
> ***The motion passed unanimously as 6:0, with Councilors Bouwman, Engebretson, Lehmann, Myers, Smith and Wells voting affirmatively, none apposed.***

6. **RESOLUTION 2025-03** A RESOLUTION ADOPTING THE COUNCIL RULES OF GOVERNANCE

Mr. Hanks went over the document, which sets the table for how the council operates. Hanks also reviewed some of the challenges of the creation of this document.

Mr. Lehmann and Mr. Bouwman had a few questions regarding the document and best practices, which Mr. Hanks and Ms. Egbert addressed and answered.

MOTION: Councilor Lehmann, seconded by Councilor Bouwman, moved to approve RESOLUTION 2025-03 A resolution adopting the Council Rules of Governance, as amended.

The motion passed unanimously as 6:0, with Councilors Bouwman, Engebretson, Lehmann, Myers, Smith and Wells voting affirmatively, none apposed.

7. **RESOLUTION 2025-06** A RESOLUTION AUTHORIZING THE CITY TO SEEK STATE TRANSPORTATION FUNDS THROUGH THE 2025 SMALL CITY ALLOTMENT GRANT PROGRAM

Mr. Hanks gave a staff report going over the grant details and the cities' past use of it. The maximum is $250,000 and it is competitively awarded, which means there are no guarantees the city will receive it. Staff are still looking at what streets they will apply for. The three options are North Harrison Street, Skinner Street from Pearl to Mckenzie, or Skinner Street from Pearl to Delaney.

Council had some questions about other possible streets, and also about the grant itself. Mr. Harmon and Mr. Hanks answered their questions.

MOTION: Councilor Bouwman, seconded by Councilor Smith, moved to approve Resolution 2025-06, a resolution authorizing the City to seek state transportation funds through the 2025 Small City Allotment Grant Program.

The motion passed unanimously as 6:0, with Councilors Bouwman, Engebretson, Lehmann, Myers, Smith and Wells voting affirmatively, none apposed.

ADMINISTRATIVE INFORMATION REPORTS

8. **General Fund Revenue Enhancement Community Outreach**

Mr. Hanks reviewed the community outreach document about the added Utility fees they discussed last meeting and will be brought back to Council in May. Council had some small edits for better understanding and communication.

9. **Police Department Quarterly Report**

There was no discussion. The report was provided.

10. **Long-Range Planning Update**

Mr. Hanks explained that Megan Winner, Planning Director, went over this document thoroughly with Planning Commission at their last meeting, and provided Council with a summarized version of the long-range planning update. Hanks explained some of the components, and other related handouts.

11. Administrative Monthly Report

Mr. Hanks went through the items on the administrative report, including budget meeting reminders, the Coleman Collector Street project, and City Hall related improvements and changes.

Council expressed their concerns with the Collector Street project, and the timeline of it. Mr. Hanks and Mr. Harmon explained more details of the project, and the priority of the project compared to others. They collective decided to defer the project.

Mayor Bell also asked about the status on the open citizen inquiries. Hanks said they are looking into those.

12. Finance Report

There was no discussion. The report was provided.

COUNCIL COMMENTS AND LIAISON UPDATES

Ms. Smith gave a report on the Park and Tree meeting, including the presentation by RARE Member, David Nietow. They also discussed the new tree and park fee, expressed their concerns, and concerns and questions about new parks and park maintenance with the addition of the new fees.

Ms. Engebretson gave a report on the Lane Act committee, where she mentioned that the funding was cut from their budget for the project to improve Highway 126.

ADJOURNMENT

Mayor Bell adjourned the meeting at 8:23 pm.

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

____
Nancy Bell, Mayor of Coburg

ATTEST: ______________________________
Sammy L. Egbert, City Recorder

CITY COUNCIL
STAFF REPORT

Budget Committee Appointment

Meeting Date	Staff Contact	Email
May 13, 2025	Sammy Egbert, City Recorder	sammy.egbert@coburgoregon.gov

SUMMARY AND REQUESTED COUNCIL ACTION
Consider appointment recommendation of the Budget Committee Members. .

Suggested Motion
If approved under the consent agenda, the Council recommends Mayor Bell appoint Ed McGhehee and Angela Witty to the Budget Committee for three-year terms from July 1, 2025, to June 30, 2028.

Or, if removed from the consent agenda,

I move to, recommend that Mayor Bell appoint Ed McGhehee and Angela Witty to the Budget Committee for three-year terms from July 1, 2025, to June 30, 2028.

.

BACKGROUND

ORS 294.414
(2) The budget committee shall consist of the members of the governing body and a number, equal to the number of members of the governing body, of electors of the municipal corporation appointed by the governing body;

(5) *Appointive members of a budget committee that prepares an annual budget shall be appointed for terms of three years. The terms shall be staggered so that, as near as practicable, one-third of the terms of the appointive members end each year.*

The Budget Committee requested that the recruitment process be adjusted when the committee switched from working under City bylaws to following ORS 294.414. It was agreed that the annual recruitment for two positions would be in April. The members whose terms expire are to be notified and encouraged to reapply. All applicants must attend the last Budget Committee meeting to be considered for the positions.

The current terms held by Laura Tryon and Todd Waters will expire on June 30, 2025. They have chosen to finish their term and will not reapply for another three years.

The recruitment was posted from April 1, 2025, through April 29, 2025.

Two applications were received, and both applicants attened the April 29, 2025 Budget Committee Meeting. Ed McGehee and Angela Witty introduce themselves and explain their interest in serving on the Budget Committee.

The Budget Committee, by motion, recommended to the Mayor and City Council that Ed McGehee and Angela Witty be appointed to the Budget Committee.

RECOMMENDATION

Staff recommends the appointment of Ed McGehee and Angela Witty to the Budget Committee. s.

BUDGET / FINANCIAL IMPACT

As with all public meetings, “soft costs” are incurred for staff time for meeting preparation, agenda /packets, notice requirements, and minutes. This committee meets two or three times a year and is staffed by the City Administrator and the Finance Department.

ATTACHMENTS

1. Application - Ed McGehee
2. Application – Angela Witty

Item 2.

CITY OF COBURG

91136 N Willamette | P.O. Box 8316
Coburg, Oregon 97408

APR 28 2025
Received by City of Coburg

APPLICATION FOR BOARDS, COMMISSIONS AND COMMITTEES

Please indicate the position you are applying for:

( ) Planning Commission
( ) Park|Tree Committee
(X) Budget Committee
( ) Finance|Audit Committee
( ) Historic Preservation (Heritage Committee)
( ) Other please indicate ____________

Name: Ed McGehee Phone: 541-405-6278

Email: edwardjmcgehee@gmail.com

Physical Address: 32740 Coburg Creek Drive Mailing Address: Same

Occupation: Mill Manager - Northwest Hardwoods

How long have you lived in Coburg? 5 months How long have you lived in Oregon? 30 years

Are you a registered Voter? X Yes ____ No

List boards, councils, or commissions, if any, that you have served on:

Elected Precinct Committee Person in Linn County 2010. Also elected as an alternate delegate to the ORP.

List and briefly describe community or service oriented organizations of which you are or have been a member:

Annual Food Drive at work for Food for Lane County.

Describe any goals, ideas or objectives you have for the City of Coburg:

I want the city to thrive for the residents and business that call it home.

List any skills, training, or experience that you have that might be useful to this position:

I manage the budget and financial performance of a lumber mill that employes 100 people. I also hold a Bachelor's Degree in Political Science from Oregon State University.

Why would you like to be appointed to this position?

Coburg is a small community with limited resources. I am new to the community, but would like to do my part to ensure the community continues to grow and thrive. I believe I have a skillset that can be of service to the community.

Signature: Ed McGehee Date: 4-28-25

APR 22 2025
Received by City of Coburg

CITY OF COBURG

91136 N Willamette | P.O. Box 8316
Coburg, Oregon 97408

APPLICATION FOR BOARDS, COMMISSIONS AND COMMITTEES

Please indicate the position you are applying for:

( ) Planning Commission
( ) Park/Tree Committee
(X) Budget Committee
( ) Finance/Audit Committee
( ) Historic Preservation (Heritage Committee)
( ) Other please indicate ________

Name: Angela Witty Phone: 541-913-3060

Email: angelawitty@gmail.com

Physical Address: 91219 N. Willamette St. Mailing Address: PO Box 8261, Coburg OR

Occupation: Business Manager

How long have you lived in Coburg? ~~[illegible]~~ 8 years How long have you lived in Oregon? 31 years

Are you a registered Voter? X Yes ____ No

List boards, councils, or commissions, if any, that you have served on:

List and briefly describe community or service oriented organizations of which you are or have been a member:

- Eugene Lightning – Head softball coach
- Sheldon High – Assist. softball coach
- Willamette Academy – Volunteer (Salem OR) working with underprivileged high school students to prepare for college. Included marketing activities

Describe any goals, ideas or objectives you have for the City of Coburg:

- Hope to continue transparency in the budget to residence
- Hope to assist in directing funds to meaningful projects
- Hope to assist in redirecting or cutting waste if found

List any skills, training, or experience that you have that might be useful to this position:

I have an MBA and was an accountant. I currently run my family's business and keep the books. I have been the manager for 6 years.

Why would you like to be appointed to this position?

I would like to become more involved in my local community & I feel this is an area I have strength in and could assist as well as learn.

Signature: [signature] Date: 4/21/25

CITY COUNCIL
STAFF REPORT

Ordinance Establishing a Parks and Public Open Space Maintenance Fee

Ordinance A - 275

Meeting Date	Staff Contact	Email
May 13, 2025	Adam Hanks, City Administrator	Adam.Hanks@CoburgOregon.gov

SUMMARY AND REQUESTED COUNCIL ACTION

With a recommendation from the Revenue Options Sub-Committee of the Council, an ordinance has been drafted to establish a Parks and Public Open Space Maintenance Support Fee as a means of providing financial support for the ongoing maintenance of the City's Parks and Open Space system in response to a continued decline in operating revenues compared to expenses within the General Fund that the Parks Department resides within.

The draft Ordinance establishes the authority for a fee. Upon formal approval of the Ordinance, a Resolution will be presented for Council review and approval that sets the amount of the fee. While the potential amount of the fee is an appropriate and desired discussion point in conjunction with this Ordinance first reading, the amount of the fee is scheduled to be presented and decided at the June 10, 2025 Council meeting along with the second reading of this ordinance.

Suggested Motion

I move to approve first reading of Ordinance A-275 titled "An Ordinance Establishing a Parks and Public Open Space Maintenance Support Fee" and move the ordinance to a second reading for final review and adoption.

BACKGROUND

The City of Coburg maintains a robust Parks and Open Space System for a community of its size, which includes the following parks and open space lands;

- Pavilion Park
- Johnny Diamond Park
- Norma Pheiffer Park
- Jacob Spores Park
- Trails End Wetland Park & Open Space
- Booth Kelly Loop Path

As analyzed and presented to both the Budget Committee and City Council in the current and two prior Budget Messages, the financial condition of the General Fund continues to deteriorate with expenses exceeding revenues for multiple years causing the erosion of the fund balance beyond a sustainable level. The proposed fee lessens the percentage of general fund revenues necessary to allocate to the Parks Department for the general maintenance of a growing Parks and Open Space System.

Pavilion Park total land area expanded by over twenty percent along with the installation of a two room restroom providing expanded use, but also an expansion of required maintenance, cleaning and monitoring. In the upcoming fiscal year, Staff, the Park and Tree Committee and Council will begin community engagement activities and develop funding plans for the next park in the system to be located in the land deeded to the City as part of the Coburg Creek subdivision.

Additionally, the cost of public sector staffing continues to outpace the existing revenue streams available to the General Fund with service fees such as this proposed fee one of the few options available to communities to attempt to maintain stable service levels for all activities and programs funded within the General Fund.

In addition to the Revenue Options Sub-Committee recommendation, the Park and Tree Committee received a presentation on this proposed fee and unanimously recommended Council approval and implementation of the fee.

FEE METHODOLOGY

The proposed ordinance establishes the need, justification and methodology for the imposition of the Parks and Public Open Space Maintenance Fee and is based on the ordinance that established the Tree Fee, a very similar type of fee that has been in place in Coburg since 2008. Notably, the fee is charged on a per unit basis, rather than a per customer or per meter basis, meaning that a four unit residential apartment utility bill would be charged the fee for each of the four units.

The fee amount will be set by separate Resolution rather than being embedded within the Ordinance itself to provide flexibility to current and future Councils and for consistency with all other City fees.

While the revenues will reside within the General Fund, the draft Ordinance specifies that the revenues collected with this proposed fees are restricted in their use and are dedicated to support maintenance activities within the Parks and Open Space System.

The attached Revenue Options Sub-Committee memo provides a detailed description of its recommendation of a five-dollar ($5) Parks and Open Space Fee, which results in annual revenue to the General Fund of approximately $40,000-$45,000. Also attached is a draft public communication document that provides background and description of the proposed fee along with a similar communication document that was distributed to all customers describing the recent utility rate increases from February of 2025.

RECOMMENDATION

Staff recommends Council approve first reading of the Parks and Public Open Space Maintenance Fee to provide much needed additional revenue to the General Fund that will be utilized to support the maintenance activities for the City's Parks and Open Space system.

BUDGET / FINANCIAL IMPACT

The proposed fee, if adopted and implemented, will generate approximately $40,000 to $45,000 in the first year of its implementation and will grow along with the increased customer base within the City's utility system. The proposed total operations and maintenance expenditures for the upcoming 2025-26 fiscal year total $108,700 (not including capital outlay) resulting in the proposed fee providing approximately 38-40% of the annual operations and maintenance expenses for the Park Department. The remaining 60% is comprised of general fund revenues (property tax, franchise fees, charges for service, etc)

The resident/business customer impact of a $5 per unit, per month fee is $60 per year for single family/single unit residences but will be larger for utility accounts that serve more than one unit.

PUBLIC INVOLVEMENT

The exploration, analysis and recommendation of this proposed fee from the Revenue Options Sub-Committee was completed in public meetings on February 20, 2025 and March 6, 2025, with agendas and minutes posted to the City website. The formal recommendation of the Sub-committee was presented to Council at the March 11, 2025 Council meeting and a one-page draft community engagement flyer was presented to Council at the April 8, 2025 meeting.

Additionally, the proposed fee was presented to the Park and Tree Committee in its publicly noticed meeting of March 18, 2025.

Staff recommends distribution of the proposed fee flyer between the first and second readings of the ordinance establishing the fee as well as information to customers of the final fee after the Resolution setting the fee is approved by Council, if that is the final decision of Council.

NEXT STEPS

Should Council approve first reading of the ordinance, staff will prepare the final draft Resolution setting the fee amount to be presented to Council at the June 10, 2025 Council meeting immediately following the second reading of the ordinance. Community outreach regarding the proposed fee would be done concurrently with the approval process as described above.

Should Council not approve the ordinance, staff will develop a budget adjustment agenda item for the July meeting to reduce expenditures within the General Fund for FY26 as the revenue for the proposed fee would also need to be removed from the General Fund as currently proposed.

ATTACHMENTS

1. Draft Ordinance – Establishment of a Parks and Public Open Space Maintenance Support Fee
2. Revenue Options Sub-Committee Fee Recommendation Memo
3. Draft Community Engagement Flyer for proposed fee

ORDINANCE A-241

AN ORDINANCE ESTABLISHING A PARKS AND PUBLIC OPEN SPACE MAINTENANCE SUPPORT FEE

WHEREAS, the parks and opens space lands of the City of Coburg are a valued community resource; and

WHEREAS, these lands provide all citizens of Coburg with a visually appealing environment and a shared place of gathering for social, athletic and leisure activities

WHEREAS, Coburg has five city-owned parks or designated open space areas totaling 25.83 acres.

WHEREAS, the parks and open space system provides a unique visual appeal and character for the City of Coburg that attracts visitors to Coburg for community events, local economic activity and a sense of community pride; and

WHEREAS, the City of Coburg financially supports the parks and open space system through property taxes and other general revenues in the City's general fund; and

WHEREAS, the costs of maintenance, repair, cleaning and Council/community directed improvements continue to increase and exceed the rise in General Fund revenues;

WHEREAS, the Coburg City Council desires a source of funds dedicated to the continued operations and maintenance of the City of Coburg Parks and Open Space System.

THE CITY OF COBURG ORDAINS AS FOLLOWS:

Section 1. Short Title.

(a) This ordinance may be referred to as the Parks and Public Open Space Maintenance Support Fee.

Section 2. Purpose and Intent.

(a) **Purpose.** There is hereby created a Parks and Open Space Maintenance Fee for the purposes of providing funds for the maintenance of the Parks and Open Space lands under the jurisdiction of the City of Coburg. The Coburg City Council hereby finds, determines, and declares the necessity of maintaining the parks and open space system to be a vital public function and declares a Parks and Open Space Maintenance Fee to be a necessary financial contributor in the funding of this function. The City is hereby empowered to use the funds created by a Parks and Open Space Maintenance Fee to promote and protect public health, safety, economic vitality and general welfare by providing for the operations and maintenance of Parks and Open Space lands and supporting infrastructure and equipment to the best of its ability within financial limitations.

(b) **Intent.** It is the intent of the City Council of Coburg that the terms of this ordinance shall be construed as to promote the visual and physical environment of the City of Coburg by generating revenue to be used exclusively for operations and maintenance of the Parks and Open Spaces, including its infrastructure and equipment within the City. This Fee supplements other revenues devoted to this purpose and is insufficient alone to provide adequate resources to properly fulfill this function.

Section 3. Definitions. As used in this ordinance, the following mean:

Parks and Public Open Space Lands. Property owned, leased or otherwise controlled by the City of Coburg designated and utilized as publicly accessible recreational space within the City.

(a) **Parks and Public Open Space System.** The totality of the property owned, leased or otherwise controlled by the City of Coburg designated and utilized as publicly accessible recreational and natural open space within the City.
(b) **Responsible Party.** The person or persons who by usage, occupancy, or contractual arrangement are responsible to pay the water utility bill for a developed property. In the event a developed property is not served by a domestic water meter, the persons having the right to occupy the property.
(c) **Developed Property.** A parcel or portion of real property on which an improvement exists. Improvements on developed property include, but are not limited to buildings, parking lots, utilities infrastructure, and outside storage.
(d) **Non-residential Unit.** A use of property such as a business or commercial enterprise that is primarily not for personal, domestic accommodation. A non-residential structure that provides facilities for one or more businesses shall have each distinct business facility considered as a separate non-residential unit.
(e) **Residential Unit.** A residential structure that provides complete living facilities for one or more persons including, but not limited to, permanent provisions for living, sleeping, and sanitation. Each separate rental unit in a multifamily structure, whether occupied or not, shall be considered a residential unit. A home occupation business in a residential zone

will be regarded concurrently with the one residential unit in which it is located. An accessory dwelling unit, a condominium, or an individual mobile or manufactured home shall each be considered as a separate residential unit.

(f) **Recreational Vehicle Park or Campground.** An area designated to accommodate recreational vehicles and/or tent campers and provide related and needed facilities and services. The Fee assessed for such facilities shall be based on the number of spaces established for this purpose, whether occupied or not, with ten spaces equaling one residential unit.

Section 4. Imposition of Parks and Open Space Maintenance Surcharge

(a) **Creation.** There is hereby created a Parks and Public Open Space Maintenance Support Fee to accomplish the above stated purposes.

(b) **Amount.** There is hereby imposed upon the responsible party for each developed property receiving water service from the City of Coburg a Parks and Public Open Space Maintenance Support Free charged per unit per month for each residential unit and non-residential unit existing on that property. The fee imposed shall be set by Resolution of the Council as deemed reasonable and necessary to provide financial support for the maintenance of Parks and Public Open Spaces within the City of Coburg.

(c) **Obligation.** Except as may be reduced or eliminated under Section 9 below, the obligation to pay a Parks and Public Open Space Maintenance Fee arises when a responsible party benefits from the Parks and Public Open Space System. It is presumed that all developed properties benefit from the Parks and Public Open Space System through the opportunity for direct use, the enhanced visual appeal and enhanced property values they provide to property owners and the City as a whole.

Section 5. Dedication of Funds

All revenues collected pursuant to this Ordinance shall be distinctly and individually labeled on customer utility bills. The Fee paid and collected under the authority of this Ordinance shall not be used for any general or any other governmental or proprietary purposes of the City and shall exclusively be dedicated to Parks and Public Open Space Maintenance expenditures within the Parks Department budget in the City's General Fund.

Section 6. Initiation and Collection

(a) **Effective Date.** The effective date of this fee shall be set by Council via the approval of the Resolution that establishes the Parks and Public Open Space Maintenance Support Fee amount.

(b) **Frequency.** The Parks and Public Open Space Maintenance Support Fee shall be collected on the same frequency as the City's water utility billing, with the Parks and Public Open Space Maintenance Support Fee included as a separate line item on the monthly utility billing.

(c) Responsibility. Unless another person responsible has properly agreed in writing to pay, and a copy of that writing is properly filed with the City, the person(s) normally responsible for paying the City's water utility charges are responsible for paying the Parks and Public Open Space Maintenance Support Fee.

(d) **Lack of Utility Service.** In the event a developed property is not served by a domestic water meter, or if water service is discontinued, the persons having the right to occupy the property shall pay the Parks and Public Open Space Maintenance Support Fee.

(e) **Billing Initiation.** The connection of a water meter will automatically initiate appropriate billing to the responsible party. There shall be no charge for persons who have the right to occupy an undeveloped property until such time as a water meter is connected to the property.

(f) **Basis of Charge.** The imposition of surcharges shall be calculated on the basis of the number of residential or non-residential units supported, without regard for the number of water meters serving the property.

(g) **Priority.** In the event a responsible party's payment is less than the total amount due on the party's utility bill, the payment shall be applied first to fully satisfy all outstanding Parks and Public Open Space Maintenance Support Fee, with the remainder to Water, Sewer, and Transportation utility system charges.

Section 7. Exemptions

The only exemption to this Ordinance shall be schools and irrigation-exclusive accounts. The City Council may, by Resolution, establish a reduced fee or exempt any additional class of users when it determines that the public interest deems it necessary.

Section 8. Administration

(a) **Responsibility.** The City Administrator is responsible for the administration of this Ordinance.

(b) **Monitoring & Changes.** The City Administrator is authorized and directed to review the operation of this Ordinance and, where appropriate, recommend changes thereto in the form of administrative procedures for adoption by the City Council by Resolution. Such procedures, if adopted by the Council shall be given full force and effect, and unless clearly inconsistent with this Ordinance, shall apply uniformly throughout the City.

Section 9. Appeal Process.

(a) **Criteria.** A Parks and Public Open Space Maintenance Support Fee may be appealed for change or relief in accordance with the following criteria.

(i) **Property Classification**. Any responsible party who disputes any interpretation given by the City as to property classification may appeal such interpretation. IF the appeal is successful, appropriate relief will be granted. In such instances reimbursement will be given for any overpayment, retroactive to the filing date of the appeal. Factors to be taken into consideration include, but are not limited to availability of more accurate information ; equity relative to billing classifications assigned to other developments of a similar nature; changed circumstances; and situations uniquely affecting the party filing the appeal.

(ii) **Financial Hardship.** Any responsible party may claim a financial hardship. The City will determine financial hardship consistent with . Federal Poverty Levels utilized by the City's Limited Income Assistance Program. The City may request verification of income, including, but not necessarily limited to W-2 employment wage forms, payroll stubs, and tax returns.

(b) **Application Contents.** An application for appeal shall state the reasons(s) for appeal (i or ii) and must include supporting documentation to justify the requested change or relief. An application will not be deemed complete until all information requested by the City has been provided.

(c) **Evaluation.** The City Administrator shall be responsible for evaluating appeals.

(d) **Resolution**. The City Administrator will make all reasonable attempts to resolve appeals utilizing available existing information, including supporting documentation filed with the appeal, within thirty (30) days of the date the appeal was filed. If, however, more detailed site specific information is necessary, the City Administrator may request the applicant to provide additional information.

(e) **Deadline.** In any event, the City Administrator will render a decision within ninety (90) days of the date the appeal was filed explaining the disposition of the appeal, along with the rationale and supporting documentation for the decision reached.

(f) **Continuity.** The Appellant is required to pay the Parks and Public Open Space Maintenance Support Fee during the term of any appeal. Successful appeals will result in refunding of appropriate Fees paid.

(g) **Decision.** Decision of the City Administrator may be appealed to the City Council, and shall be heard at a public meeting. Upon such appeal, the City council shall at its first regular meeting thereafter, set a hearing date. The matter shall be heard solely upon the record. In no event shall a final decision be made later than ninety (90) days after the matter was formally appealed to the City Council

(h) **Filing Surcharge.** Appeals filed within one hundred twenty days of this effective date of this Ordinance shall not be subject to a filing Surcharge. For new residents the payment of a filing Surcharge for an appeal will begin 120 days after establishing a water service account. An Appeal Filing Fee may be set by Council within the Resolution establishing or modifying the Parks and Public Open Space Maintenance Support Fee. Should the appellant adequately justify and secure the requested change or relief no filing Surcharge will be assessed. If a decision is not in favor of the appellant, the filing Surcharge shall be assessed and may be added to the utility bill.

Section 10. Enforcement.

In addition to other lawful enforcement procedures, the City may enforce the collection of charges required by this Ordinance by withholding delivery of water to any premises where the Parks and Public Open Space Maintenance Support Fees are delinquent or unpaid. Notwithstanding any provision herein to the contrary, the City may institute any necessary legal proceedings to enforce the provisions of the Ordinance, including, but not limited to injunctive relief and collection of charges owing. The City's enforcement rights shall be cumulative.

Section 11. **Severability.** Invalidity of a section or part of a section of this Ordinance shall not affect the validity of the remaining sections or parts of sections.

Section 12. **Effective Date.**

As provided in the City of Coburg Charter this ordinance is effective 30 days from the date of adoption.

ADOPTED by the **City Council** of the **City of Coburg** this ___ day of _________, 2025, by a vote by _____ for and _____ against.

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

____
Nancy Bell, Mayor

ATTEST: _________________________________
Sammy L. Egbert, City Recorder

COUNCIL MEMO

MEETING DATE: March 11, 2025
STAFF: Adam Hanks, City Administrator

Council Revenue Sub-Committee

Phase II Recommendation – General Fund Fees

BACKGROUND

At the July 9, 2024 Council meeting, Council confirmed the Mayors intention to create a City Council Revenue Options Sub-Committee to review all current and potential revenues associated with the City's Utility Funds, the general fund and other miscellaneous revenues available for consideration. Councilors Engebretson and Smith were appointed to serve on the sub-committee, along with Mayor Bell.

The sub-committee is reviewing revenues in three phases:

1) Utility Rates for Water, Sewer and Transportation/Streets (TUF) – *October through December*
2) General Fund related revenue options to support funding of Parks, Police, Planning, general government – *January through March*
3) Longer range revenue options – Local lodging tax, local diesel tax, local option levy, etc – *July through September*

The sub-committee held two meetings in October to review the overall committee scope and process and to develop recommendations to Council for the phase I utility revenue options and with the sub-committee meeting of March 6, 2025, the phase II revenue options review and recommendation is complete.

ANALYSIS & RECOMMENDATIONS

Before developing formal recommendations for revenue enhancements for the general fund, the sub-committee requested a staff assessment on the current revenue needs assessment within the fund The City Administrator provided an informal analysis and explanation of the need for additional revenues, which will be presented to the full Council at a future meeting.

Key considerations that determined the sub-committee's agreement of additional revenue needed for the general fund included:

- Four year trend of declining ending fund balance
- Continued rise of expenses exceeding the lesser rise of revenues
- Future estimates of personnel cost escalation to provide the same levels of service with the general fund operating departments/programs (Municipal Court, Planning, Police, Parks, General Government)
- Debt Service credit rating reduction from A+ to A- (two level drop) due to low overall fund

balance compared to operating revenues (7%)

Following the sub-committee meeting of February 20, 2025 that contained a staff presentation on revenue options and their advantages/disadvantages, along with a discussion of the debt service credit rating reduction, the Revenue Sub-Committee has the following phase II recommendation for Council to consider:

- Establishment of a Parks and Open Space Fee of five dollars ($5) per month on all customer utility bills to provide for continued operations and maintenance of the parks system at its current service level.

  Estimated annual revenue of $50,000
  Suggested effective date: July 1, 2025

- Increase from two dollars ($2) to four dollars ($4) for the existing Tree Fee on all customer utility bills to adequately fund the maintenance (pruning, removal, planting) of street trees (trees located in rights of ways) throughout Coburg

  Estimated annual revenue of $20,000
  Suggested effective date: July 1, 2025

- Inclusion of consumer price index (CPI) on both fees to ensure annual adjustments maintain overall revenue goals over time.

Proposed Revenue Enhancements

April 15, 2025

Parks, Open Spaces and Street Tree Fees

The Coburg City Council recently conducted a review of potential new revenue options to address rising operational costs to maintain existing levels of service across all of the City's operations and programs.

> ***Phase One*** of the review resulted in rate adjustments for the water, wastewater and transportation (streets) utilities. These rate increases are critical in stabilizing the fund balances that ensure the ability to maintain, repair and improve the infrastructure of each of the three utilities now and into the future. See attached for recent utility rate adjustment information.
>
> ***Phase Two*** of the review has recently been completed and focused on services and programs in the City's General Fund, primarily Police, Parks, Planning, Municipal Court and City Administration.

Council has focused its revenue enhancement on the creation of a new Parks and Open Space Fee, as well as an increase to the existing Tree Fee. These fees are planned to be formally reviewed by Council and potentially be approved and implemented In July of 2025.

Parks and Open Space Fee ($5.00 per month)

The proposed Parks and Open Space free of $5.00 per month will be dedicated to augment the existing limited general fund revenues to maintain the City's current park and open space land as well as the already expanded future park lands and improvements (Pavilion expansion with restroom and Coburg Creek new park development)

Tree Fee Increase (From $2 to $4 per month)

The $2 per month Tree Fee has not been adjusted since initially approved in 2007 and no longer covers costs associated with maintenance and removal of the impressive (and aging) street trees the City is responsible for maintaining. The proposed increase of $2 improves the ability to better care for and mitigate risks associated with the City's street tree inventory.

What will this mean for my bill?

	New Monthly Fees	Annual Total	Annual Revenue
Parks and Open Space Fee	$5.00	$60.00	$38,400
Tree Fee ($4 total)	$2.00	$24.00	$15,360
New Total:	**$7.00**	**$84.00**	**$53,760**

City Council and Staff are fully aware of the increasing costs Coburg residents and businesses are experiencing. Municipal services are impacted by these same economic conditions. Council strives to maintain existing service levels for the parks and street tree system with operational efficiency coupled with adequate revenues to meet community expectations. For more information on Revenue Options and Analysis, scan here.

91136 N Willamette St. | PO Box 8316, Coburg OR 97408 | 541-682-7850 | CoburgOregon.org

2025 Utility Rate Adjustments

Coburg Utility Bills

At its December meeting, the Coburg City Council unanimously approved adjustments to the current water, sewer and transportation utility fees (TUF), in order to maintain necessary funding levels for increased operations, maintenance and capital costs to the community's utility systems.

Utility rates will be increasing on February 1st, 2025, however you will not see those increases until the February billing goes out in March.

<u>What will this mean for my bill?</u>
The February rate increase includes a 4% water rate increase, a 6% wastewater rate increase, and a 4.9% transportation utility fee (TUF) increase. For a typical, low to moderate water use residential customer, the total increase amounts to just over eight dollars ($8.02).

	Previous Rate	**New Rate**
Water	$59.36	$61.73
Wastewater	$88.43	$93.74
Transportation Fee	$7.00	$7.34
Tree Fee (no change)	$2.00	$2.00
New Total:	$156.79	$164.81

City Council and Staff are fully aware of the increasing costs Coburg utility customers experience in their household and business budgets. Municipal services are impacted by these same economic conditions and the price (rates) charged for City utility services must be adjusted to maintain, repair and improve/replace the community's utility systems.

Each utility the City owns and operates for the community is managed as a separate "business unit" with revenues and expenses for each (water, sewer, streets) independently tracked and not able to be moved from one to the other.

Property taxes do not fund utility operations as they are legally required to fund general services like Public Safety (police), Parks, Planning & Building, Municipal Court, Finance, etc.

Both Council and City staff place a high priority on meeting and exceeding both regulatory requirements and the community's expectations in the following:

- Producing and delivering clean water to the community
- Collecting, treating and safely returning wastewater to the environment
- Maintaining a safe pedestrian and vehicle transportation system (streets, sidewalks and storm drainage)

CITY COUNCIL
STAFF REPORT

Resolution Certifying Eligibility and Election to Receive State Shared Revenues for the City of Coburg for FY 2025-26

Resolution 2025-08

Meeting Date	Staff Contact	Email
May 13, 2025	Adam Hanks, City Administrator Sammy Egbert, City Recorder	Adam.Hanks@CoburgOregon.gov Sammy.egbert@coburgoregon.gov

SUMMARY AND REQUESTED COUNCIL ACTION

As a requirement of receiving State Revenue Sharing Funds for the upcoming fiscal year, a public hearing and approval of a resolution certifying both the City's eligibility and election/desire to receive State Shared Revenues must be held and approved prior to or concurrent with the adoption of the Annual Budget for the Fiscal Year. The attached resolution verifies the required actions have been taken to ensure eligibility and affirmatively states an election to receive State Shared Revenues for the 2025-26 Fiscal Year.

Suggested Motion

I move to approve resolution 2025-08, a resolution certifying the City of Coburg's eligibility and election to receive state shared revenues for FY 2025-26

BACKGROUND

This is an annual resolution of the Council, as required by ORS 221.760 and ORS 221.770 in In order to receive revenue disbursement from the State. The resolution certifies that the City qualifies for and elects to receive the funds from the State.

A public hearing was held before the Budget Committee, allowing for public comment on the possible uses of State Revenue Sharing on April 29, 2025, and a second public hearing before the City Council is scheduled for May 13, 2025, allowing for public comment on the proposed uses of State Revenue Sharing.

BUDGET / FINANCIAL IMPACT

The City of Coburg estimates projected shared state revenues based upon dollar amounts per capita and other distribution criteria published by the League of Oregon Cities in conjunction with the State of Oregon each spring. The City of Coburg receives funds in four areas of state shared revenues. Dollar amounts approved are times the certified population of the City in any given year.

The City budgeted estimate of State Shared Revenues is $170,791 for FY 2025-26

General Fund	
Cigarette Sales -	$1,000
Liquor Sales -	$25,000
State Shared Revenues	$25,000
Street Fund	
Highway Trust Fund Revenues	$119,791

NEXT STEPS

That the Finance Director and City Administrator will take all steps necessary to carry out the intent of this resolution 2025-08 including transmitting a certified copy of this resolution to the State of Oregon, Department of Administrative Services to establish the City's eligibility and election to receive distributions of state shared revenues for FY 2025-26.

ATTACHMENTS

1. Draft Resolution 2025-09

RESOLUTION 2025-08

A RESOLUTION CERTIFYING THE CITY OF COBURG'S ELIGIBILITY AND ELECTION TO RECEIVE STATE SHARED REVENUES FOR FY 2025-26

WHEREAS, a share of certain revenues of the State of Oregon are apportioned among and distributed to the cities in the state for general purposes.

WHEREAS, City officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive shared revenues, such as from cigarette, gas, and liquor taxes, in accordance with Oregon Revised Statutes (ORS) 221.760, as well as from marijuana tax revenues in accordance with ORS 475B.759.

WHEREAS, ORS 221.760 specifies that the officer responsible for disbursing the funds to cities under ORS 323.455, 366.785 to 366.820, and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants, according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

1) Police protection
2) Fire protection
3) Street construction, maintenance, and lighting
4) Sanitary sewer
5) Storm sewers
6) Planning, zoning, and subdivision control
7) One or more utility services

WHEREAS, ORS 475B.759(4)(a) specifies that a city which has an ordinance prohibiting a properly state-licensed marijuana retail, wholesale, processor, or production establishment is not eligible to receive a distribution of state marijuana tax revenue.

WHEREAS, a city must hold a public hearing before the Budget Committee, allowing for public comment on the possible uses of State Revenue Sharing, and hold a second public hearing before the City Council, allowing for public comment on the proposed uses of State Revenue Sharing.

WHEREAS, a city must elect to receive distributions under ORS 221.770 for the fiscal year by enactment of a resolution expressing that election.

WHEREAS, it is in the City's best interest and so desires to receive state shared revenues and acknowledges that the required minimum number of services are offered by the City.

THE CITY OF COBURG RESOLVES AS FOLLOWS:

Section 1. That the City of Coburg is in Lane County, a county with a population in excess of 100,000, and hereby certifies that the City currently specifically provides the following four or more municipal services enumerated in Section 1 of ORS 221.760:

- Police protection
- Street construction, maintenance, and lighting
- Sanitary sewer
- Planning, zoning, and subdivision control
- Water utility services

Section 2. That the City of Coburg hereby certifies that a public hearing before the Budget Committee was held on April 29, 2025 allowing citizens to comment on the possible uses of State Revenue Sharing.

Section 3. That the City of Coburg hereby certifies that a properly noticed public hearing before the City Council was held on May 13, 2025, giving citizens an opportunity to comment on the proposed uses of State Revenue Sharing.

Section 4. That pursuant ORS 221.760 and 221.770, by this resolution hereby both certifies the City's eligibility to receive FY 2025-26 state shared revenues, and elects to receive state shared revenues for FY 2025-26.

Section 6. That the Finance Director and Budget Officer is authorized and directed to take all steps necessary to carry out the intent of this resolution including transmitting a certified copy of this resolution to the State of Oregon, Department of Administrative Services to establish the City's eligibility and election to receive distributions of state shared revenues for FY 2025-26.

Section 8. This resolution is effective upon adoption.

Adopted by the **City Council** of the **City of Coburg**, Oregon, by a vote of ___ for and ___ against, this 13th day of May, 2025.

____
Nancy Bell, Mayor

ATTEST: ________________________________
Sammy L. Egbert, City Recorder

CITY COUNCIL
STAFF REPORT

Limited Income Assistance Program

Resolution 2025-09 Adopting policy and criteria for utility billing assistance

Meeting Date	Staff Contact	Email
May 13, 2025	Adam Hanks, City Administrator Sammy Egbert, City Recorder	Adam.Hanks@CoburgOregon.gov Sammy.egbert@CoburgOregon.gov

SUMMARY AND REQUESTED COUNCIL ACTION

Consider adoption of a draft resolution establishing criteria, policies and levels of assistance (reduction in bill total) for the City's Limited Income Assistance Program, a program originally established and authorized by Ordinance A-224-A (Water Utility Ordinance) and authorized by reference in related ordinances for Wastewater, Transportation Utility Fee (TUF)

Suggested Motion

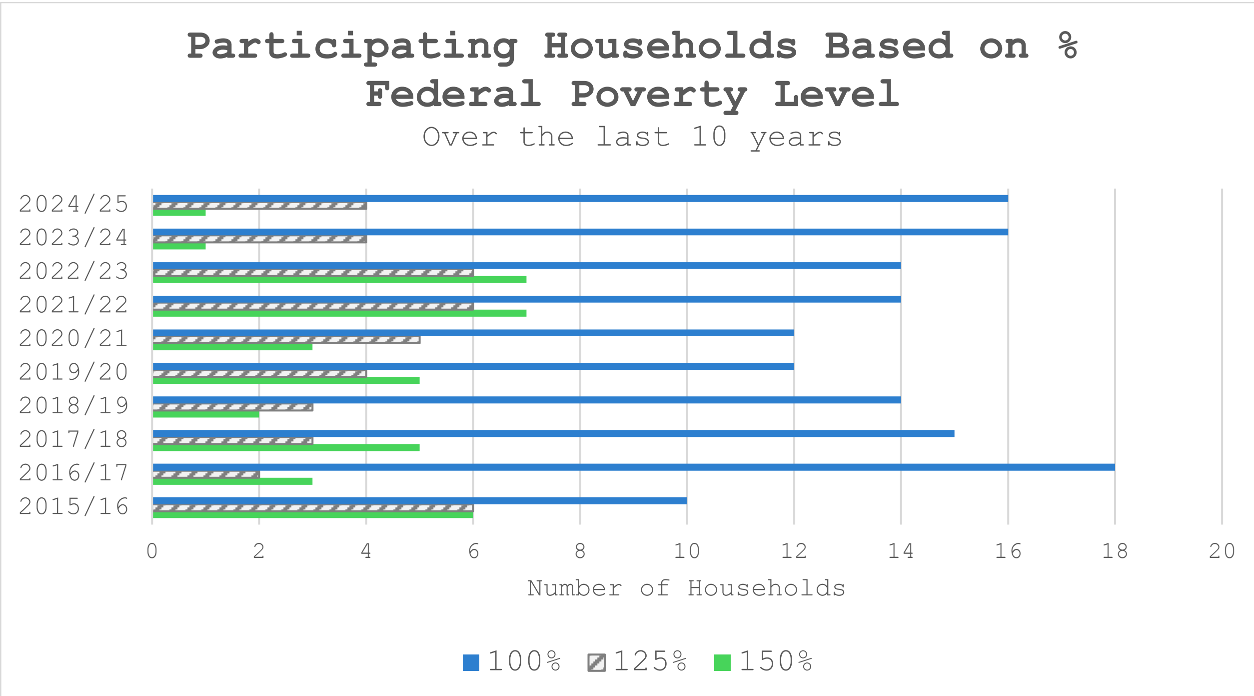
I move to approve Resolution 2025-09, a resolution adopting the policy, criteria and assistance levels for the City of Coburg Limited Income Assistance Program.

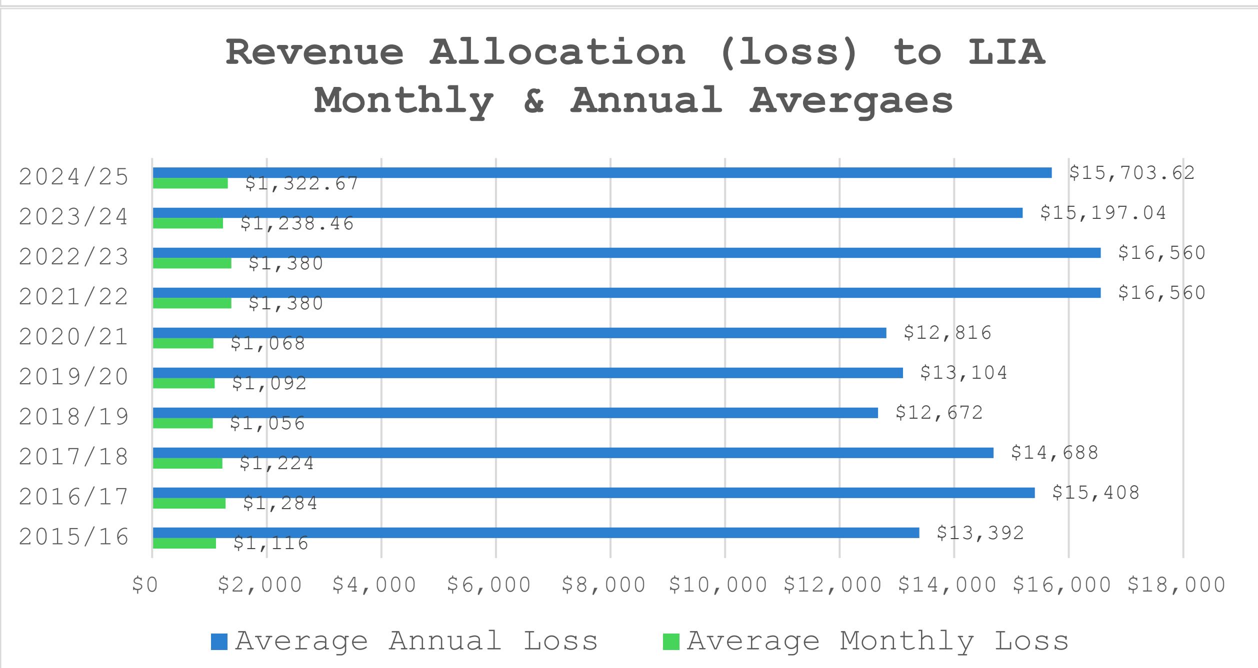
BACKGROUND

The City has offered a voluntary limited income assistance (LIA) program to income-qualifying utility customers since the adoption of the Water Utility Ordinance in 2012, with the addition of Wastewater in 2014 and the TUF in 2021. The Tree Fee Ordinance contains a separate definition and process for financial hardship that differs in criteria and implementation that staff intends to update to reference this proposed "system-wide" resolution in the near future.

Ordinance A-224-A
"11.8.1 Purposes. Safe, reliable water for human consumption is a necessity. The City Council recognizes that some community members are challenged to afford the cost of water service. Accordingly, by Resolution of the City Council, a Limited Income Assistance (LIA) program is established. In addition to more detailed policies and criteria, the LIA program will set a reduced monthly water rate for eligible residential water users."

The utilization of the LIA has remained fairly consistent over the last ten years, with an average of 23 participants per year. The program utilizes the Federal Poverty Level standards to determine levels of assistance, with FPL categories of 100% (highest assistance level) 125% and 150% (lowest assistance level). More than half of the eligible participants qualify at the 100% of the Federal Poverty Level.


Participating Households Based on % Federal Poverty Level
Over the last 10 years
2024/25
2023/24
2022/23
2021/22
2020/21
2019/20
2018/19
2017/18
2016/17
2015/16
0
2
4
6
8
10
12
14
16
18
20
Number of Households
100%
125%
150%


Revenue Allocation (loss) to LIA Monthly & Annual Avergaes
2024/25
$15,703.62
$1,322.67
2023/24
$15,197.04
$1,238.46
2022/23
$16,560
$1,380
2021/22
$16,560
$1,380
2020/21
$12,816
$1,068
2019/20
$13,104
$1,092
2018/19
$12,672
$1,056
2017/18
$14,688
$1,224
2016/17
$15,408
$1,284
2015/16
$13,392
$1,116
$0
$2,000
$4,000
$6,000
$8,000
$10,000
$12,000
$14,000
$16,000
$18,000
Average Annual Loss
Average Monthly Loss

2025 Federal Poverty Level Chart

	Annual Gross Income		
Household Size	*≤ 100% FPL*	*≤ 125% FPL*	*≤ 150% FPL*
1	$15,650	$19,562	$23,475
2	$21,150	$26,437	$31,725
3	$26,650	$33,312	$39,975
4	$32,150	$40,187	$48,225
5	$37,650	$47,062	$56,475
6	$43,150	$53,937	$64,725
7	$48,650	$60,812	$72,975
8	$54,150	$67,687	$81,225

The current LIA process relies upon the creation of specific LIA customer rates based on a flat amount of reduction/credit per utility/fee, resulting in administrative overhead that could be simplified with a change in methodology, while also providing greater transparency in the actual customer billing statement. Additionally, the percentage of credit/reduction differs slightly year to year due to the use of a base/flat reduction as the basis for the LIA customer rate creation.

Current customer billing statements apply a reduced LIA specific rate rather than displaying the full billing statement summary along with a corresponding credit/reduction. The amount or rate of the credit/reduction is not displayed or noted anywhere on the billing statement.

Credit/Reduction Levels (blended average)

Current Level		Proposed
FPL = 100%	55%	35%
FPL = 125%	45%	25%
FPL = 150%	35%	15%

Proposed LIA Changes

1) Replace the flat/base credit amount and corresponding sliding scale rate creation to an overall “all-in” percentage reduction of the total base billing only of the qualifying customer.
2) Expand eligibility to outside city limits and Pioneer Valley Estates customers as the program is funded via customer rates rather than funds generated with revenues from within city limits only.
3) Percentage of total eligible customer base bill ensures equity to all customer types regardless of the number of different services/base fees billed.

4) Create a standard operating funding cap equivalent to one percent (1%) of the estimated revenues of the total of the rates, fees and charges applied to City of Coburg billing statements.

This provides the following benefits:

- Simplification and standardization of the credit/reduction total amount
- LIA percentage reduction keeps pace with future rate increases as it maintains the same ratio regardless of rate changes to the base rates of existing fees or with the creation of new fees
- Administrative streamlining by removing the requirement to annually create and audit 10-12 individual LIA reduced rates
- Improved transparency in the billing statements as the full charge billing statement is provided to the customer with the monthly credit/reduction also separately calculated and displayed so the level of reduction is clear and known.
- Clarity and simplicity to potential qualifying customers as to how the program would benefit/impact their monthly billing.
- The reduced percentages by FPL (100, 125, 150%) allow for growth in the program should demand increase over time.
- Implementation of the 1% of revenues cap provides staff with a clear program limit with Council approval required to extend program funding beyond the 1% cap.

RECOMMENDATION

Staff recommends Council approval of resolution 2025-09 adopting the policy, criteria and level of assistance for the Limited Assistance Program.

BUDGET / FINANCIAL IMPACT

This program has and will have a financial impact on the water, wastewater, and streets revenue as the monthly billing statement reduction/credit to qualifying households is forgone revenue across the various utilities and programs being billed. The proposed one percent program cap would be approximately $23,000 and the most recent total annual credit total was $15,703, leaving room for additional qualifying customers through the available cap as well as through the reduction in credit/reduction percentage by FPL. This is offset by increased rates and new fees that increase the total billing statement the percentage reductions/credit is calculated from.

PUBLIC INVOLVEMENT

Citizens are welcome and encouraged to provide public comment at all regular scheduled City Council meetings. Upon approval, the open enrollment will begin. Information will be available at City Hall, the website and posted on social media.

NEXT STEPS

1. Citizen outreach and applications for the FY 2025-26 will be created.
2. Website updated with FY 2025-26 LIA program information.
3. Open enrollment for this program is: **June 1, 2025,** to **June 30, 2025**.
4. Limited Income Assistance will go into effect July 1, 2025 and be reflected on the August utility bill that covers services for **July 1-31**.

ATTACHMENTS

1. Draft Resolution 2025-09 – Policy, Criteria and assistance levels for the LIA

RESOLUTION 2025-09

A RESOLUTION ADOPTING THE POLICY, CRITERIA AND ASSISTANCE LEVELS FOR UTILITY BILLING LIMITED INCOME ASSISTANCE

WHEREAS, Ordinance A-224-A provides the Coburg City Council the authority to establish a Limited Income Assistance program. The Limited Income Assistance program sets a reduced monthly water rate for eligible residential water users, details the criteria, and policies; and

WHEREAS, Ordinance A-222-A provides the City Council of Coburg with authority to set rates for the construction and operation of the Coburg Wastewater System; and

WHEREAS, Ordinance A-252 provides for the reduction in the Transportation Fee for residential income-qualifying applicants; and

WHEREAS, Ordinance A-214 provides for the consideration of a financial hardship for residential tree fee customers whose gross family income is less than the Federal Poverty Level; and

WHEREAS, the City has an interest in maintaining a limited income assistance program that meets the needs of qualifying residents and utility customers of the City of Coburg that is effective, transparent and administratively efficient.

THE CITY OF COBURG RESOLVES AS FOLLOWS:

Section 1. Policy & Assistance Levels

(a) The Program is available to residential utility billing customers whose household income qualifies under the annual Federal Poverty Level (FPL).

(b) Assistance levels will correspond with qualifying FPL income levels as follows:

FPL = 100%	35%
FPL = 125%	25%
FPL = 150%	15%

(c) The assistance level percentage credit will be applied to all base fees of the qualifying customer.

(d) The program will have an annual total credit limit equal to one percent (1%) of the estimated annual revenue of all applicable rates, fees, charges of City of Coburg billing statements

(e) Adjustments to the annual credit limit cap must be approved by Council prior to exceeding the cap with new customer enrollment.

Section 2. Criteria

(a) Eligibility, qualification and level of assistance is based on the gross annual household income and the size of household using the annual FPL guidelines.

(b) Approved credits expire annually on June 30th.
(c) Annual Enrollment is open June 1st through June 30th. No applications will be accepted after June 30th.
(d) The applicant must provide the total income of all persons residing permanently at the applicant's address. A copy of the federal tax return is preferred, but not the only supporting documentation.

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

Adopted by the **City Council** of the **City of Coburg,** Oregon by a vote of__ for and__ against this 13th day of May, 2025.

____
Nancy Bell, Mayor

Attest: ________________________________
Sammy L. Egbert, City Recorder

CITY COUNCIL
STAFF REPORT

Bid Award and Contract Authorization

Stallings Lane Wellhouse Project

Meeting Date	Staff Contact	Email
May 13, 2025	Adam Hanks, City Administrator	Adam.Hanks@ci.coburg.or.us

SUMMARY AND REQUESTED COUNCIL ACTION

Acting in the role of the Local Contract Review Board, this item is a request for bid award to HP Civil Inc as the responsible and responsive low bidder with a bid of $1,332,780 as well as an authorization for the City Administrator to execute the associated contract for the Stallings Lane Wellhouse Construction Project. This project is the second phase of a three-phase project providing additional water supply to the City's municipal water system. The project was put out to bid on April 11, 2025 with a closing date of May 6, 2025.

Suggested Motion

I move to accept the bid and award the City of Coburg Stallings Lane Wellhouse project to HP Civil, Inc in the amount of $1,332,780 as the responsible and responsive low bidder as reviewed and determined by the City of Coburg contract City Engineer and authorize the City Administrator to execute the project contract.

BACKGROUND

Utilizing the 2016 Water Master Plan, the City obtained a $5.6 million dollar Water Loan managed by Business Oregon in 2019 to make significant investments in the City's municipal water system. A number of important projects have been completed, including the Coleman waterline replacement, the waterline extension to the east side of I-5 (included a bore under I-5), purchase of the Stallings Lane property and the drilling/tapping of a well on Stallings, which represents phase one of this current three phase water supply project.

Water Loan Details

- Executed in 2019
- Project priorities and initial cost estimates taken from 2026 Water Master Plan
- Water Fund revenues (rates) estimated based on population growth estimates that projected much higher growth than actually occurred leaving a smaller customer base than anticipated
- Two extensions have been applied for and granted to extend the loan expiration date to March of 2026

- Approximate remaining funds available for disbursement totals $1.3 million
- Debt service for the total loan amount begins in December of 2026 (FY27) with an estimated annual payment of $170,000.
- A one time accrued interest payment of approximately $175,000 will be due in early FY27 in advance of the initial annual debt service payment.

As has been discussed in a number of Council meetings over the past several years, project costs have sharply increased, leading to the constriction on the number of projects accomplished with the water loan funds compared to the original estimate and plan. The sharp increases in project costs have not subsided and even appear to be more significant as the spend-down of the water loan funds near the finish line.

As recently as six months ago, staff and the City's engineer, Branch Engineering, anticipated utilizing the remaining $1.3 million in loan funds to complete both phase II and III of this water supply project but the current construction cost environment have clearly altered that plan. See below for a summary of the water supply project phasing/cost plan

Stallings Lane Water Supply Project				
	Description	Bid, Construction & Purchase Costs	Design/Eng & Other Costs	TOTAL
Pre-project	Stallings Lane Land Purchase	$ 475,000	$ -	$ 475,000
Phase I	Well drilling/casing/capping	$ 550,000	$ 100,000	$ 650,000
Phase II	Wellhouse/Treatment/Equipment	$ 1,500,000	$ 700,000	$ 2,200,000
Phase III	Transmission Line to System	$ 900,000	$ 100,000	$ 1,000,000
		$ 3,425,000	$ 900,000	$ 4,325,000

The proposed budget for FY26 anticipated the full drawdown of the remaining water loan funds of $1.3 million and an equivalent capital expenditure of $1.3 million for phase II and III. It is evident that not only will Phase III not be possible in the coming year, but decisions will need to be made regarding how Phase II is moved forward and funded.

RECOMMENDATION

Staff has identified several options for Council to consider below. Staff recommends moving forward with option one.

Option 1

- Award the bid for Phase II for the wellhouse, treatment equipment, controls and security
- Direct staff to provide an amended capital budget for the Water Fund in the proposed FY26 budget for Council's review and approval at the June 10, 2025 meeting, increasing capital expenditures by $700,000 and reducing the ending fund balance by $700,000.

- Complete all water loan disbursement requests to exhaust all remaining water loan funds
- Suspend all new capital project expenditures until a revised Capital Improvements Plan for the Water Fund has been presented and approved by Council
- Requires an additional funding solution of approximately $1 million to connect the new water supply to the City's distribution system

Option 2

- Do not award the bid for the Phase II project
- Forgo the use of the remaining $1.3 million from the water loan
- Reduces future debt service from $170,000 to approximately $130,000
- Requires an additional funding solution of approximately $3,000,000 to complete the project and connect to the City's distribution system. Note: The $3 million estimate is expected to continue to increase and would be significantly higher if additional funding opportunities turn out to be two, three or more years out.

BUDGET / FINANCIAL IMPACT

As noted above, both options alter the proposed FY25 budget, either by increasing capital expense appropriations (and reducing ending fund balance) by $700,000 or by reducing the loan proceeds revenue and capital expense appropriation by $1.3 million.

The Water Fund has a proposed ending fund balance of $3,090,651 which allows for the ability to offer (and recommend) Option 1 of moving forward with the phase II project and utilizing ending fund balance to account for the overall project cost increase.

PUBLIC INVOLVEMENT

The Water Loan and the projects that it funds have been identified and discussed in a number of prior Council meetings and work sessions, most directly and formally in the July 2024 Council Work Session and the annual Capital Improvements Plan Council review/approval meetings (April 9, 2024 and February 11, 2025)

NEXT STEPS

If award is approved (option 1), Staff will coordinate with HP Civil for contract execution and will develop and present an updated Water Fund budget for review and incorporation into the final draft FY26 budget for Council adoption at the June 10, 2025 Council meeting.

ATTACHMENTS

1. Intent to Award Notice
2. Submitted Bid Summary – All bidders
3. Project Contract – Draft (as included in bid packet)

Branch ENGINEERING inc
Since 1977
civil · transportation
structural · geotechnical
SURVEYING

May 8, 2025

City of Coburg
91136 N Willamette Street
Coburg, OR 97408
Attn: Brian Harmon, Public Works Director

RE: Stallings Lane Wellhouse Notice of Apparent Low Bidder and Engineer's Recommendation for Award of Contract – Intent to Award

The City received the following bids for the Stallings Lane Wellhouse Project on May 06, 2025.

Bidder	Base Bid Total
1. HP Civil, Inc.	$ 1,332,780.00
2. Bineham Construction, Inc.	$ 1,375,010.00

I have reviewed all bid packages and found all to be complete and responsive.

I recommend that the contract be awarded to HP Civil, Inc. in the amount of $1,332,780.00.

Sincerely,

Julie Leland

Branch Engineering Inc.
Julie Leland, P.E.
City Engineer

PROJECT 22-004D: City of Coburg Stallings Lane Wellhouse

Received Bids 05/06/2025

				Bids Received			
				HP Civil		Bineham Construction	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	Unit Price	Ext. Price	Unit Price	Ext. Price
1	Mobilization, Bonds, and Insurance 10%	1	Lump Sum	$ 132,000.00	**$ 132,000.00**	$ 134,566.00	**$ 134,566.00**
2	Construction Staking	1	Lump Sum	$ 12,000.00	**$ 12,000.00**	$ 26,456.00	**$ 26,456.00**
3	3/4"-0 Aggregate	178	Cubic Yard	$ 80.00	**$ 14,240.00**	$ 135.00	**$ 24,030.00**
4	Building (Complete)	1	Lump Sum	$ 285,894.00	**$ 285,894.00**	$ 275,880.00	**$ 275,880.00**
5	8-Inch C900 Potable Water Pipe with Restrained Joints and Class B Backfill, 3 Foot Depth	886	LF	$ 110.00	**$ 97,460.00**	$ 75.00	**$ 66,450.00**
6	6-Inch C900 Potable Water Pipe with Restrained Joints and Class B Backfill, 3 Foot Depth	7	LF	$ 195.00	**$ 1,365.00**	$ 300.00	**$ 2,100.00**
~~7~~	~~6-Inch Class 52, Buried Ductile Iron Pipe~~	~~21~~	~~LF~~	$ -	**$ -**		**$ -**
8	4-Inch Class, 52, Buried Ductile Iron Pipe	13	LF	$ 177.00	**$ 2,301.00**	$ 245.00	**$ 3,185.00**
9	8-Inch Gate Valve	1	Each	$ 2,730.00	**$ 2,730.00**	$ 2,470.00	**$ 2,470.00**
10	6-Inch Gate Valve	1	Each	$ 2,480.00	**$ 2,480.00**	$ 1,720.00	**$ 1,720.00**
11	1-Inch Water Meter	1	Each	$ 1,500.00	**$ 1,500.00**	$ 2,250.00	**$ 2,250.00**
12	1-Inch HDPE Water Service	10	Lineal Foot	$ 300.00	**$ 3,000.00**	$ 3,250.00	**$ 32,500.00**
13	Interior Piping and Mechanical Items	1	Lump Sum	$ 91,000.00	**$ 91,000.00**	$ 18,350.00	**$ 18,350.00**
14	Interior Chemical Items	1	Lump Sum	$ 54,000.00	**$ 54,000.00**	$ 116,345.00	**$ 116,345.00**
15	Interior Plumbing Items	1	Lump Sum	$ 25,000.00	**$ 25,000.00**	$ 82,500.00	**$ 82,500.00**
16	Pump to Waste Drain Pad	1	Lump Sum	$ 2,500.00	**$ 2,500.00**	$ 45,560.00	**$ 45,560.00**
17	Deep Well Submersible Pump and Motor	1	Lump Sum	$ 200,000.00	**$ 200,000.00**	$ 155,600.00	**$ 155,600.00**
18	Hydrant (Complete)	1	Each	$ 9,000.00	**$ 9,000.00**	$ 8,825.00	**$ 8,825.00**
19	SCH40 Wastewater Pipe	120	LF	$ 82.00	**$ 9,840.00**	$ 65.00	**$ 7,800.00**
20	Wastewater Holding Tank	1	Lump Sum	$ 13,500.00	**$ 13,500.00**	$ 16,300.00	**$ 16,300.00**
21	6-Inch Concrete Paving	496	Sq Ft	$ 45.00	**$ 22,320.00**	$ 66.00	**$ 32,736.00**
22	Removable Protective Bollards	10	Each	$ 1,900.00	**$ 19,000.00**	$ 1,550.00	**$ 15,500.00**
23	Chain Link Fence	523	LF	$ 50.00	**$ 26,150.00**	$ 66.00	**$ 34,518.00**
24	Double Swing Fence Gate	1	Each	$ 2,500.00	**$ 2,500.00**	$ 4,450.00	**$ 4,450.00**
25	HVAC Work	1	Lump Sum	$ 30,000.00	**$ 30,000.00**	$ 24,580.00	**$ 24,580.00**
26	Electrical Work including Electrical Service, Transformer, Vault, Motor Control Panels, VFD Installation, Distribution and Lighting	1	Lump Sum	$ 120,000.00	**$ 120,000.00**	$ 132,450.00	**$ 132,450.00**
27	Standby Power Generator and Automatic Transfer Switch	1	Lump Sum	$ 140,000.00	**$ 140,000.00**	$ 82,334.00	**$ 82,334.00**
28	Instrumentation and Control, Telemetry, and SCADA Equipment, Programming and System Integration	1	Lump Sum	$ 5,000.00	**$ 5,000.00**	$ 5,500.00	**$ 5,500.00**
29	Site Restoration	1	Lump Sum	$ 5,000.00	**$ 5,000.00**	$ 14,555.00	**$ 14,555.00**
30	2-Inch Blowoff	1	Each	$ 3,000.00	**$ 3,000.00**	$ 5,500.00	**$ 5,500.00**
			Bid Total		**$ 1,332,780.00**		**$ 1,375,010.00**

INDEPENDENT CONTRACT SERVICES AGREEMENT
CITY OF COBURG

PROJECT: Stallings Lane Wellhouse

Date: ____

Parties:

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

Additional Independent Contractor Information:

a. Type of Entity: Sole Proprietorship Partners ☐ Limited Liability Comp Corporation ☐
b. Address: ____
c. Telephone: ____
d. Fax No. ____
e. Email: ____
f. SSN or Federal ID: ____
g. Professional License(s) No:___________________________________
h. Foreign Contractor ◻Yes ◻No
(Foreign means not domiciled in or registered to do business in Oregon)
i. SAM Registration Active ◻ Yes ◻No
j. DUNS Number____
k. Contractor Representative Name and Title________________________________

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

RECITALS

1. The Contractor was selected via a formal procurement process to provide services to the City of Coburg for the Federal Safe Drinking Water Project.

2. Contractor has the training, ability, knowledge and experience to provide the services desired by the City.

TERMS OF AGRREMENT

1. **Effective Date.** This Agreement is effective when signed by both parties. This agreement will expire on ___________, unless earlier terminated in accordance with the provisions of this Agreement or by mutual consent of the parties. Termination or expiration shall not extinguish or prejudice the City's right to enforce this Agreement with respect to any default or defect in performance that has not been cured.

2. **Services.** Contractor shall complete services previously agreed to and as listed in **Exhibit A, Scope of Work,** and as listed in the ______________ proposal dated ____

3. **Water Project Specific Requirements.** Contractor shall accept the terms and requirements specific to Federal Safe Drinking Water Project requirements as specified in **Exhibit B.**

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

5. **Consideration.** City shall pay Contractor for the services based on time and materials as set forth in **Exhibit A**. The total payment for all services to complete the work under this Agreement, which includes allowable expenses or reimbursement and work performed to date, shall not exceed _____________**.**

   a. Invoices will be directed to Branch Engineering, Attention Julie Leland 310 5th Street, Springfield, Oregon 97477. Invoices may also be emailed to Julie Leland at **juliel@branchengineering.com**. If an invoice is delivered on a non-business day, the invoice shall be considered received on the next day the City's Finance Department is open for business. Invoices will be reviewed and then forwarded to the City for payment.

6. **Standard of Care.** Contractor will provide services with the degree of skill and diligence normally employed by professional performing the same or similar services at the time the services are performed. Contractor shall, at all times during the term of this Agreement be duly licensed to perform the Work, and if there is no licensing requirement for the profession or Work. Be duly qualified expert.

7. **Independent Contractor Status.** By its execution of this Agreement, Independent Contractor certifies its status as an "Independent Contractor" as that term is used under the laws of the State of Oregon, and that all performance of any labor or services required to be performed by Independent Contractor under the terms of this Agreement shall be performed in accordance with the standards set forth in ORS 670.600(1997), and incorporated herein by this reference.

8. **Conformance with Oregon Public Contracts Law** Independent Contractor shall comply with all applicable provisions of Oregon law for public contracts. This Agreement incorporates the provisions required to be in an agreement of this type by ORS 279B.200 through 279B.235 (**EXHIBIT D**).

9. **Tax Duties and Liabilities.** Independent Contractor shall be responsible for all federal, state and local taxes, if any, applicable to any payments received pursuant to this Agreement, including, but not limited to income tax, payroll tax, social security and self-employment tax. CITY shall not withhold, pay or in any other manner be responsible for payment of any taxes on behalf of Independent Contractor.

10. **Reimbursement of Expenses.** Independent Contractor shall not be entitled to reimbursement by CITY for any expenses incurred by Independent Contractor unless otherwise agreed in writing.

11. **Materials and Supplies.** Independent Contractor shall supply all materials and supplies needed to perform the services required unless otherwise agreed in writing.

12. **No Authority to Bind CITY.** Independent Contractor shall have no authority to enter into contracts on behalf of CITY, its officers, agents and employees. This Agreement shall not create a partnership or joint venture of any sort between the parties.

13. Federal Employment Status. In the event payment made pursuant to this Agreement is to be charged against federal funds, Independent Contractor hereby certifies that it is not currently employed by the Federal Government and the amount charged does not exceed Independent Contractor's normal charge for the type of services provided.

14. Hold Harmless. Independent Contractor shall defend and hold harmless CITY, its agents, servants and employees from and against all claims, demands and judgment (including attorney fees), made or recovered against them including, but not limited to damages to real or tangible personal property or for bodily injury or death to any person, arising out of, or in any manner connected with this Agreement, to the extent that any such damage, injury or death is caused by, or sustained in connection with the performance of, Independent Contractor, its employees, servants or agents. CITY shall promptly notify Independent Contractor in a reasonable manner to facilitate the defense of any such claim.

15. Termination by City, in whole or in part, whenever for any reason CITY shall determine that such termination is in the best interest of CITY. Thirty days' notice of termination shall be effected by delivery to the Independent Contractor of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination is effective. Upon delivery to the Independent Contractor of a Notice of Termination under this paragraph, the Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by CITY**. A completed Federal Form W-9 shall accompany this signed document when returned by the Independent Contractor.**

16. Independent Contractor Termination: The Independent Contractor shall give the CITY a ninety-day notice of termination, which will be effected by deliverance of a Notice of Termination to the City. Such notice shall include the date on which the termination is effective. The Independent Contractor and CITY shall, by agreement, make an appropriate written modification to this Agreement governing completion of portions of the Independent Contractor's work and payment therefore by the City to the Independent Contractor.

17. Rights in Data. All original written material, including programs, card decks, tapes, listings, and other documentation originated and prepared for CITY pursuant to this Agreement, shall become exclusively the property of CITY. The ideas, concepts, knowhow, or techniques developed during the course of this Agreement be Independent Contractor personnel can be used by either party in anyway it may deem appropriate. Material already in Independent Contractor's possession, independently developed by Independent Contractor outside the scope of this Agreement, or rightfully obtained by Independent Contractor from third parties, shall belong to Independent Contractor. This Agreement shall not preclude Independent Contractor from developing materials which are competitive, irrespective of their similarity to materials which might be delivered to CITY pursuant to this Agreement. Independent Contractor shall not, however, use any written materials developed under this Agreement in developing materials for others, except as provided in this section.

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

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

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

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

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

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

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

24. **Changes in Federal Duties or Tariffs**. Contractor will not be held responsible for increased costs due to federal duties or tariffs imposed after the Bid Date, unless Contractor could have avoided such cost increases by the exercise of reasonable care, prudence, foresight, and diligence. Contractor must, promptly and before purchasing any materials or manufactured goods subject to a claim for increased costs due to duties or tariffs newly enacted or reimposed, provide written notice to the Owner's representative documenting the imposition of the duties or tariffs and their impact on Contractor's and Subcontractors' costs of materials or manufactured goods, including proof satisfactory to the Owner's representative. Thereafter, the Owner will analyze the impact of any such taxes or tariffs on the Owner's project budget, including contingency amounts, and may then require Contractor and Subcontractors to: (1) shift source selection to manufacturers not subject to the duties or tariffs, if feasible; (2) reduce or eliminate portions of the Scope of Work that rely on materials subject to cost increases; (3) authorize Contractor to acquire the materials subject to the duties or tariffs and pay the duties or tariffs; or (4) engage the project Architect or Engineer to redesign portions of the Work to reduce or eliminate the need for the materials subject to the duties or tariffs, or any of the foregoing in combination. The Owner's representative may then negotiate an equitable adjustment in the Contract Amount and Schedule to account for the cost impacts of the duties or tariffs.

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

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

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

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

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

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

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

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

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

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

CITY OF COBURG
Signature ________________________________
Printed Name_____________________________________

Title: ___________________________________
Date: ___________________

Contract Service Provider
Name of Entity _________________________
Signature________________________________
Printed Name_____________________________________

Title: ___________________________________
Date: _________________

EXHIBIT A

SCOPE OF SERVICES TO BE PERFORMED

Section 220

SCHEDULE OF BID ITEMS - City of Coburg: Stallings Lane Wellhouse

Item No.	ITEM DESCIPTION	QTY	UNIT	UNIT COST	TOTAL BID PRICE
1	Mobilization, Bonds, and Insurance	1	Lump Sum	132,000-	132,000-
2	Construction Staking	1	Lump Sum	12,000-	12,000-
3	¾"-0 Aggregate	178	Cubic Yards	80-	14,240-
4	Building (Complete)	1	Lump Sum	285,894-	285,894-
5	8-Inch C900 Potable Water Pipe with Restrained Joints and Class B Backfill, 3 Foot Depth	886	Lineal Foot	110-	97,460-
6	6-Inch C900 Potable Water Pipe with Restrained Joints and Class B Backfill, 3 Foot Depth	7	Lineal Foot	195-	1,365-
7	~~6-Inch Class 52, Buried Ductile Iron Pipe~~	~~21~~	~~Lineal Foot~~	+ 6	
8	4-Inch Class 52, Buried Ductile Iron Pipe	~~30~~ 13	Lineal Foot	177-	2,301-
9	8-Inch Gate Valve	1	Each	2,730-	2,730-
10	6-Inch Gate Valve	1	Each	2,480-	2,480-
11	1-Inch Water Meter	1	Each	1,500-	1,500-
12	1-Inch HDPE Water Service	10	Lineal Foot	300-	3,000-
13	Interior Piping and Mechanical Items	1	Lump Sum	91,000-	91,000-
14	Interior Chemical Items	1	Lump Sum	54,000-	54,000-
15	Interior Plumbing Items	1	Lump Sum	25,000-	25,000-
16	Pump to Waste Drain Pad	1	Lump Sum	2,500-	2,500-
17	Deep Well Submersible Pump and Motor	1	Lump Sum	200,000-	200,000-
18	Hydrant (Complete)	1	Each	9,000-	9,000-
19	SCH40 Wastewater Pipe	120	Lineal Foot	82-	9,840-
20	Wastewater Holding Tank	1	Lump Sum	13,500-	13,500-

C

21	6-Inch Concrete Paving	496	Square Foot	45-	22,320-
22	Removable Protective Bollards	10	Each	1,900-	19,000-
23	Chain Link Fence	523	Lineal Foot	50-	26,150-
24	Double Swing Fence Gate	1	Each	2,500-	2,500-
25	HVAC Work	1	Lump Sum	30,000-	30,000-
26	Electrical Work including Electrical Service, Transformer, Vault, Motor Control Panels, VFD Installation, Distribution and Lighting	1	Lump Sum	120,000-	120,000-
27	Standby Power Generator and Automatic Transfer Switch	1	Lump Sum	140,000-	140,000-
28	Instrumentation and Control, Telemetry and SCADA Equipment	1	Lump Sum	6,000-	6,000-
29	Site Restoration	1	Lump Sum	5,000-	5,000-
30	2-Inch Blowoff	1	Each	3,000-	3,000-
				BID TOTAL	**$** 1,332,780-

Total Amount of Bid $ 1,332,780-

Total Bid price written out in words
one million three hundred thirty-two thousand seven hundred eighty

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

No bid will be received and considered responsive by the City unless bidders signs and certifies, as follows:

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

Bidder **IS** / **IS NOT** a "resident Bidder" as defined in ORS 279A.120 **(CIRCLE ONE)**.

We hereby certify that Contractor agrees to be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.

Company HP CIVIL, INC.

Email Address ESTIMATING@HPCIVIL.COM

By Larry Gescher
(Signature of Authorized Official)

Date 5/6/2025

By LARRY GESCHER
(Type or Print Name)

Phone 503-769-2466

Federal I.D. # 46-4349552

Fax 503-769-2761

Surety Company (Performance Bond) SWISS Re CORPORATE SOLUTIONS AMERICA INSURANCE CORP

Contact at Surety DEREK SADOWSKI

Phone 503-362-2711

CCB# 202060

No. Years Registered w/CCB 10

The Contracting agency will not receive or consider an Offer for a Public Improvement Contract unless the Offeror is registered and in good standing with the Oregon Construction Contractors Board (CCB), or is licensed by the State Landscape Contractors Board, as specified in Rule 137-049-0230.

Are there any outstanding claims against your firm: Yes_____ No ✓

Protest of Contractor Selection/Contract Award <u>must be made by Written Notice within Five (5) Days</u> of the Posted Award Date in accordance with City Public contracting Rules 137-049-0260 and 137-049-0450, respectively.

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

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

EXHIBIT B

Construction Contract Requirements
for Recipients of Safe Drinking Water financing

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

Clauses required in all Contracts

☐ **Termination for Cause and for Convenience & Breach of Contract** (language to be included in all construction contracts and subcontracts in excess of $10,000:)

"Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate."

☐ **Equal Employment Opportunity** (language to be included in all construction contracts and subcontracts in excess of $10,000:)

"Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled ''Equal Employment Opportunity,'' as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)."

☐ **Procurement of Recovered Materials** (language to be included in all construction contracts and subcontracts in excess of $10,000:)

"Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including procurement of recovered materials in a manner designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247."

☐ **Whistleblower** (language to be included in all construction contracts and subcontracts)
"Contractor receiving SDWRLF funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d)."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- *DBE Six Good Faith Efforts and Form*

☐ **Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment**

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

"As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Prohibitions extend to the use of Federal funds by recipients and subrecipients to enter into a contract with an entity that "uses any equipment, system, or service that uses covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list."

☐ **American Iron Steel**

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

The Contractor acknowledges to and for the benefit of the *[insert name of water system Owner]* ("Purchaser") and the State of Oregon (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and

Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

☐ **Federal Labor Standards**

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

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

Prevailing Wage Requirements.

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

(1) Minimum wages.

(i) All lars and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to

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

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

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

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

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

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

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

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

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

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

(2) Withholding. The sub recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient(s).

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

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

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

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

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

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

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

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

(10) Certification of eligibility.

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

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

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

Additional Clauses for Contracts greater than 100,000

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

☐ **Federal Labor Standards**

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29

CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing hat the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

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

(b) The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

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

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

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

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

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

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

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

Certification Regarding Lobbying

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

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

Signed ________________________________

Title ________________________________

Date ________________________________

EXHIBIT C

GOOD FAITH EFFORTS

Six Good-Faith Efforts

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

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

1. Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources. (Note: The acronym DBE used throughout this document is a global term for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs).

2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, state and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

5. Utilize the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, require the prime contractor to take these six good-faith efforts in subcontracting with Disadvantaged Business Enterprises for any subcontract that they let.

Locating Disadvantaged Business Enterprises for Outreach

Applicable MBE / WBEs are certified by the Office of Minority, Women and Emerging Small Business (OMWESB), Small Business Administration, or by a federal agency.
The following sites may be of assistance for locating Minority or Women-Owned Business (MBE / WBE) firms and others may exist too:

• Office of Minority, Women and Emerging Small Business (OMWESB) Directory of Certified Firms at http://www.oregon4biz.com/How-We-Can-Help/OMWESB/

• Federal System for Award Management at https://www.sam.gov

• Minority Business Development Agency, US Dept. of Commerce at www.commerce.gov/os/ogc/minority-business-development-agency

• EPA's Office of Small Business Programs at www.epa.gov/osbp/

• Oregon Office of Economic & Business Equity at https://dasapp.oregon.gov/statephonebook/display.asp?agency=12100&division=12103

• U.S. Department of Transportation at www.dot.gov/osdbu/disadvantaged-business-enterprise

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

• A SDWRLF loan recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment.

• A SDWRLF loan recipient must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor.

• If a DBE subcontractor fails to complete work under the subcontract for any reason, the SDWRLF loan recipient must require the prime contractor to employ the Six Good-Faith Efforts if soliciting a replacement subcontractor.

• A SDWRLF loan recipient must require its prime contractor to employ the Six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.

EXHIBIT D

RELEVENT PROVISIONS OF ORS CHAPTER 279B

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

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

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

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

279B.235 Condition concerning hours of labor.

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

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

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

CITY COUNCIL
STAFF REPORT

Broadband Equity, Access and Deployment (BEAD)
City Endorsement

Meeting Date	Staff Contact	Email
May 13, 2025	Adam Hanks, City Administrator	Adam.Hanks@ci.coburg.or.us

SUMMARY AND REQUESTED COUNCIL ACTION

As a member of the Regional Fiber Consortium, the City has been asked to support two applications that, in part, address Coburg area deficiencies in equitable broadband access. Attached to this staff report is a summary document provided by the Regional Fiber Consortium regarding the BEAD program, as well as two individual letters of support that have been drafted for signature of Mayor Bell if Council concurs with formally supporting the applications.

Suggested Motion

I move to provide formal endorsement from the City of Coburg Council for BEAD applications being submitted by Douglas Fast Net (DFN) and HYAK and communicate this support through the Mayor's signature and submittal of the attached letters of support for each applicant.

BACKGROUND

What is BEAD?

The Broadband Equity, Access, and Deployment (BEAD) Program is a historic federal initiative aimed at closing the digital divide by investing in high-speed internet infrastructure across underserved and unserved areas of the United States. The Program was established under the 2021 Bipartisan Infrastructure Law and administered by the National Telecommunications and Information Administration (NTIA).

Oregon, through the Oregon Broadband Office (OBO), has been actively participating in this program, and the state is expected to receive nearly $700 million dollars to expand broadband access—with a focus on rural, low-income, and tribal communities. The state opened BEAD Selection process in February 2025, with a pre-qualification phase. Entities that have pre-qualified are now eligible to apply for grants starting April 22, 2025 (and ending May 22, 2025).

BEAD Proposals

BEAD awards are made only at the geographic scale of school districts. This means that any BEAD application must deliver service to every unserved (> 25 mbps download and 3 mbps upload) or underserved (25 – 100 mbps download and 3-20 upload) location in each proposed school district.

Applicants must make a separate application for every school district area. Geographic BEAD details can be observed on OBO's Oregon Broadband Map.

BEAD Benefits for Families, Students, and the Broader Community:

- Access to Education: Ensures that all students—regardless of ZIP code—have reliable internet for remote learning, homework, online testing, and educational enrichment.
- Affordable: Requires pricing packages that are affordable to a wider range of families.
- Parental Engagement: Allows parents to engage more fully with their children's schools.
- Supports network upgrades in schools located in underserved areas, enabling access to modern digital tools and resources.
- Supports Remote & Hybrid Learning Models: Strengthens infrastructure needed to support blended instruction models and emergency learning transitions.
- Economic Development: Enables local businesses to compete in the digital economy and supports remote work opportunities.
- Healthcare Access: Facilitates telehealth services, especially vital for rural residents.
- Public Safety & Emergency Response: Enhances communication tools for first responders and emergency management systems.

RECOMMENDATION

Staff recommends Council support of the BEAD applications as presented.

BUDGET / FINANCIAL IMPACT

No budgetary impacts

PUBLIC INVOLVEMENT

None

NEXT STEPS

If approved, staff will assist Mayor Bell in completing and distributing the letters of support.

ATTACHMENTS

1. BEAD Information Sheet
2. DFN Letter of Support – Draft
3. HYAK Letter of Support - Draft

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Requested BEAD Application Letters of Support and Staff Recommendation:

Two individual Internet Service Providers (ISPs) are requesting a letters of support from the City. ISPs DFN and HYAK are both proposing BEAD projects in our school district, as well as in multiple other Lane County school district areas.

The BEAD program is competitive. It sets a high bar through its requirements and qualifications (including the rigorous pre-qualification process). There is a substantial amount of challenging permitting and construction work to accomplish in a short period of time with BEAD funded projects, so robust expectations are warranted. The City can endorse more than one application.

Staff note both ISPs are reputable and experienced, have already met OBO's robust BEAD pre-qualification standards, and will have to meet the BEAD program's (high) minimum standards for speed, service, technology, and affordability in their deployments.

All BEAD proposals represented by the attached letters of support are viable. It's meaningful for OBO to be able to more carefully consider the merits of each.* LCOG *staff recommend that cities sign both requested BEAD Application letters of support.

OBO's BEAD Proposal Scoring

OBO's pre-qualification process already established a "short-list" of viable BEAD applicants who have met standards related to:

- *Organizational and Managerial Experience and Capacity*
- *Compliance requirements*
- *Project Staffing and Labor*

- *Financial Capability (Including Match)*
- *Certifications*
- *Ownership Requirements*

The scoring phase will require that applicants to submit details about their specific project and will focus on the following scored elements:

Primary Scoring Criterion (all are mandatory under NTIA rules)	Points available
Minimal BEAD program outlay	40
Affordability	20
Fair labor practices	15
Primary Criteria subtotal	75
Secondary Criteria	
Speed to deployment (mandatory under NTIA rules)	2
Community/local government/tribal government support	10
Connecting CAIs	13
Secondary Criteria subtotal	25
Total	100

Local government support contributes 10 of 100 overall BEAD application points. This support can only be provided by what OBO defines as “units of government”: City, County, Tribal, School Districts, and Economic Development Districts. Applicants obtain the whole 10 points for securing 50% or more of these endorsements. Applicants obtain no points if they secure less than 50% of endorsements.

BEAD Benefits for Families, Students, and the Broader Community:

- Access to Education: Ensures that all students—regardless of ZIP code—have reliable internet for remote learning, homework, online testing, and educational enrichment.
- Affordable: Requires pricing packages that are affordable to a wider range of families.
- Parental Engagement: Allows parents to engage more fully with their children’s schools.
- Supports network upgrades in schools located in underserved areas, enabling access to modern digital tools and resources.
- Supports Remote & Hybrid Learning Models: Strengthens infrastructure needed to support blended instruction models and emergency learning transitions.
- Economic Development: Enables local businesses to compete in the digital economy and supports remote work opportunities.
- Healthcare Access: Facilitates telehealth services, especially vital for rural residents.
- Public Safety & Emergency Response: Enhances communication tools for first responders and emergency management systems.

May 14, 2025

Oregon Broadband Office
Attn: Krystal Stone & BEAD Review Committee
BEAD Program Coordinator
775 Summer St., NE, Suite 310
Salem, Oregon 97301

Re: Broadband Equity, Access, and Deployment (BEAD) Program Letter of Support

Dear BEAD Review Committee,

On behalf of the City of Coburg, I am writing to express our support for the BEAD proposal submitted by DFN, a regionally based and reputable internet service provider with a proven track record of high-quality service and community partnership.

As a small but growing city in rural Lane County, Coburg recognizes the essential need for reliable, high-speed internet access for our residents, businesses, and public services. The digital divide continues to impact our community, and especially areas around us, limiting opportunities in education, telehealth, economic development, and emergency preparedness.

DFN's proposal to use BEAD funds to expand broadband infrastructure in and around Coburg represents a critical investment in our future. Their local presence and commitment to serving rural communities ensure that the project will be delivered with responsiveness and accountability.

We support DFN’s application and encourage your favorable consideration of their proposal. This project will significantly enhance digital equity and quality of life for our community.

Sincerely,

Nancy Bell
Mayor, City of Coburg

City of COBURG OREGON est. 1865

May 14, 2025

Oregon Broadband Office
Attn: Krystal Stone & BEAD Review Committee
BEAD Program Coordinator
775 Summer St., NE, Suite 310
Salem, Oregon 97301

Re: Broadband Equity, Access, and Deployment (BEAD) Program Letter of Support

Dear BEAD Review Committee,

The City of Coburg is pleased to offer our full support for the BEAD broadband proposal submitted by HYAK. HYAK has been very active in Western Lane County and are a growing provider. They have demonstrated both technical expertise and a strong commitment to serving rural communities like ours.

Access to high-speed, reliable internet is no longer a luxury—it's a necessity. Many Coburg residents and businesses still face connectivity challenges that hinder access to online education, remote work, healthcare, and essential public services. HYAK's proposal will help close this digital divide by bringing robust, future-ready broadband infrastructure to unserved and underserved areas in and around Coburg.

We feel strongly that, if awarded, HYAK will be able to deliver high-quality service with a focus on local needs. Their success in neighboring communities gives us confidence that this project will be a meaningful step forward for Coburg.

Sincerely,

Nancy Bell
Mayor, City of Coburg

91136 N Willamette St. | PO Box 8316, Coburg OR 97408 | 541-682-7850 | coburgoregon.org

Administrative Monthly Report

City of Coburg
Balances
FY 2025
As of 3/31/2025

Cash Balances

	FY 2025 Actual	FY 2024 Actual	EOY FY 2024
General Fund	335,707	640,321	535,740
Street Fund	675,532	1,521,401	1,422,383
Water Fund	2,280,341	1,708,021	1,817,758
Sewer Fund	1,537,834	1,475,268	1,519,650
Total Cash	4,829,415	5,345,011	5,295,530

Fund Balances

	FY 2025 Actual	FY 2025 Budget	FY 2024 Actual	EOY FY 2024
General Fund	288,817	438,204	597,938	403,179
Street Fund	711,943	404,077	1,521,795	1,443,651
Water Fund	2,754,232	1,503,020	1,450,823	2,238,893
Sewer Fund	1,144,954	1,120,423	1,584,102	1,668,411
Total Fund Balance	4,899,947	3,465,724	5,154,658	5,754,134

Interest Earnings Summary

Balance in Banks:	Cash	Percent in account	Interest Rate
Local Government Investment Pool	3,662,228	76%	5.20%
Key Bank	1,167,186	24%	0.00%
Total Cash	4,829,415	100%	

City of Coburg
Fund Statements
City Wide
FY 2025
As of 3/31/2025

	FY 2025 Actual	FY 2025 Budget		FY 2024 Actual	FY 2024 EOY
Revenues:					
Taxes and Assessments	1,061,025	1,160,000	91%	1,059,142	1,134,813
Intergovernmental	125,275	546,000	23%	119,575	569,826
Franchise Fees	215,383	279,300	77%	190,169	255,240
Licenses, Permits & Fees	71,041	141,000	50%	93,301	144,496
Fines and Forfeitures	71,549	100,500	71%	63,381	81,836
Investment Revenue	72,233	93,000	78%	78,992	110,696
Grants and Donations	100	355,000	0%	754,853	261,067
Charges for Services	1,626,363	2,019,100	81%	1,613,393	2,098,309
Charges for Services -SDC	376,561	369,500	102%	350,759	620,239
Other Revenue	21,651	31,500	69%	8,943	37,430
Bond Proceeds	252,935	1,200,000	21%	1,219,340	2,757,969
Transfer In	93,753	125,000	75%	779,888	1,039,851
Total Revenue	3,987,868	6,419,900	62%	6,331,736	9,111,772
Operating Expenditures:					
Personnel Services	1,469,296	1,996,100	74%	1,450,906	2,100,984
Materials and Services	961,879	1,313,000	73%	1,071,519	1,491,470
Debt Service	850,056	1,133,330	75%	855,557	1,136,532
Capital Outlay	1,467,071	3,621,000	41%	1,229,647	2,280,913
Transfers Out	93,753	125,000	75%	779,888	1,039,851
Contingencies	-	500,000	0%	-	-
Total Expenditure	4,842,056	8,688,430	56%	5,387,517	8,049,750
Net Change	(854,188)	(2,268,530)	38%	944,219	1,062,022
Fund Balance - June 30,	5,754,134	5,734,254	100%	4,210,439	4,692,112
Fund Balance	4,899,947	3,465,724	141%	5,154,658	5,754,134

City of Coburg
Fund Statements
General Fund
FY 2025
As of 3/31/2025

	FY 2025			FY 2024	
	Actual YTD	Budget	% of B to A	Actual YTD	EOY
Revenues:					
Taxes and Assessments	1,006,333	996,000	101%	942,614	978,521
Intergovernmental	35,377	61,000	58%	38,326	85,249
Franchise Fees	215,383	279,300	77%	190,169	255,240
Licenses, Permits & Fees	71,041	141,000	50%	93,301	144,496
Fines and Forfeitures	71,549	100,500	71%	63,381	81,836
Investment Revenue	1,230	15,000	8%	12,366	13,714
Grants and Donations	100	355,000	0%	6,505	261,067
Charges for Services	65,898	108,600	61%	93,201	89,083
Charges for Services -SDC	80,612	83,000	97%	72,965	138,439
Other Revenue	8,818	15,500	57%	7,781	12,872
Transfer In - Admin Fee	93,753	125,000	75%	779,888	1,039,851
Total Revenue	1,650,092	2,279,900	72%	2,300,497	3,100,370
Expenditures					
Administration Department	438,628	531,790	82%	635,944	856,904
Facility Management Department	118,264	99,500	119%	67,220	111,110
Planning Department	129,851	213,870	61%	126,246	190,717
Police Department	586,599	866,650	68%	577,374	849,857
Municipal Court	113,447	171,290	66%	98,532	145,882
Economic Development	29,559	47,000	63%	47,986	49,235
Parks (Public Works)	340,980	344,380	99%	568,652	915,469
Debt Service:					
Principal	-	15,000	0%	-	15,000
Interest	7,125	14,250	50%	8,132	14,700
Contingency	-	50,000	0%	-	-
Total Expenditures	1,764,454	2,353,730	75%	2,130,086	3,148,874
Net Change	(114,362)	(73,830)	155%	170,411	(48,504)
Fund Balance - June 30,	403,179	512,034	79%	427,527	451,683
Fund Balance	288,817	438,204	66%	597,938	403,179
Fund Balance:					
Restricted for Park SDC	356,561				275,948
Unappropriated Ending Fund Balance	(67,744)				127,230
Fund Balance	288,817				403,179

City of Coburg
Fund Statements
Street Fund
FY 2025
As of 3/31/2025

	FY 2025			FY 2024	
	Actual	Budget	% of B to A	Actual	EOY
Revenues:					
Taxes and Assessments	40,439	150,000	27%	116,528	156,292
Intergovernmental	89,898	110,000	82%	81,249	109,577
Investment Revenue	4,777	10,000	48%	7,113	10,382
Grants and Donations	-	-	N/A	748,348	-
Charges for Services	123,419	163,500	75%	121,979	162,996
Charges for Services -SDC	94,515	80,000	118%	105,034	168,362
Other Revenue	836	15,000	6%	257	4,456
Bond Proceeds	-	-	N/A	-	748,348
Total Revenue	353,885	528,500	0%	1,180,508	1,360,412
Expenditures					
Administration Department	63,776	74,930	85%	148,405	208,995
Public Works Department	148,397	251,430	59%	12,568	-
Capital	740,273	1,050,000	71%	161,550	352,034
Transfer Out	18,747	25,000	75%	115,100	153,467
Debt Service:					
Principal	92,523	92,530	100%	92,060	92,060
Interest	21,877	21,900	100%	22,340	22,340
Contingency	-	50,000	0%	-	-
Total Expenditures	1,085,593	1,565,790	69%	552,023	828,896
Net Change	(731,708)	(1,037,290)	71%	628,485	531,516
Fund Balance - June 30,	1,443,651	1,441,367	100%	893,310	912,135
Fund Balance	711,943	404,077	176%	1,521,795	1,443,651
Fund Balance:					
Restricted for Street SDC	899,039				804,524
Reserve for Tree Maintenance	-				-
Unappropriated Ending Fund Balance	(187,096)				639,127
Fund Balance	711,943				1,443,651

City of Coburg
Fund Statements
Water Fund
FY 2025
As of 3/31/2025

	FY 2025			FY 2024	
	Actual	**Budget**	**% of B to A**	**Actual**	**EOY**
Revenues:					
Investment Revenue	60,072	65,000	92%	58,470	85,177
Grants and Donations	-	-	N/A	-	-
Charges for Services	781,373	896,000	87%	705,322	916,250
Charges for Services -SDC	79,740	76,500	104%	71,172	135,623
Other Revenue	4,621	-	N/A	648	10,192
Bond Proceeds	252,935	1,200,000	21%	1,219,340	2,009,621
Total Revenue	1,178,742	2,237,500	53%	2,054,952	3,156,862
Expenditures					
Administration Department	79,488	72,930	109%	132,416	251,473
Public Works Department	236,370	296,770	80%	36,213	56,440
Capital	307,642	2,140,000	14%	830,703	1,226,576
Transfer Out	37,503	50,000	75%	341,125	454,833
Debt Service:					
Principal	-	80,000	0%	-	75,000
Interest	2,400	4,800	50%	6,522	7,050
Contingency	-	200,000	0%	-	-
Total Expenditures	663,403	2,844,500	23%	1,346,979	2,071,372
Net Change	515,339	(607,000)	-85%	707,973	1,085,490
Fund Balance - June 30,	2,238,893	2,110,020	106%	742,850	1,153,403
Fund Balance	2,754,232	1,503,020	183%	1,450,823	2,238,893
Fund Balance:					
Restricted for Water SDC	79,740				-
Unappropriated Ending Fund Balance	2,674,492				2,238,893
Fund Balance	2,754,232				2,238,893

City of Coburg
Fund Statements
Sewer Fund
FY 2025
As of 3/31/2025

	FY 2025 Actual	FY 2025 Budget	% of B to A	FY 2024 Actual	FY 2024 EOY
Revenues:					
Taxes and Assessments	14,253	14,000	102%	-	-
Intergovernmental	-	375,000	0%	-	375,000
Investment Revenue	6,154	3,000	205%	1,043	1,423
Grants and Donations	-	-	N/A	-	-
Charges for Services	655,674	851,000	77%	692,891	929,980
Charges for Services -SDC	121,692	130,000	94%	101,588	177,815
Other Revenue	7,376	1,000	738%	257	9,910
Bond Proceeds	-	-	N/A	-	-
Total Revenue	805,149	1,374,000	59%	795,779	1,494,128
Expenditures					
Administration Department	59,731	49,140	122%	209,819	258,532
Public Works Department	346,555	515,420	67%	-	8,771
Capital	158,687	205,000	77%	98,444	391,372
Transfer Out	37,503	50,000	75%	323,663	431,551
Debt Service:					
Principal	549,900	644,900	85%	626,522	721,522
Interest	176,231	259,950	68%	99,981	188,860
Contingency	-	200,000	0%	-	-
Total Expenditures	1,328,606	1,924,410	69%	1,358,429	2,000,608
Net Change	(523,457)	(550,410)	95%	(562,650)	(506,480)
Fund Balance - June 30,	1,668,411	1,670,833	100%	2,146,752	2,174,891
Fund Balance	1,144,954	1,120,423	102%	1,584,102	1,668,411

Fund Balance:		
Restricted for Wastewater SDC	1,529,872	1,408,179
Unappropriated Ending Fund Balance	(384,917)	260,232
Fund Balance	1,144,954	1,668,411

City of Coburg
Department Summary of Expenditures by Fund
FY 2025
As of 3/31/2025
Target 75%

	FY 2025			FY 2024	
	Actual YTD	Budget	% of B to A	Actual YTD	EOY
General Fund					
Administration Department					
Personnel Services	240,405	279,590	85.98%	427,830	609,098
Material and Services	198,223	252,200	78.60%	208,114	247,806
Total Administration Department	438,628	531,790	82.48%	635,944	856,904
Facility Management Department					
Material and Services	103,264	84,500	122.21%	67,220	100,807
Capital	15,000	15,000	100.00%		10,303
Total Facility	118,264	99,500	118.86%	67,220	111,110
Public Works Administration					
Personnel Services	71,106	106,980	66.47%	435,470	627,582
Material and Services	587	-	N/A	-	-
Total Public Works	71,693	106,980	67.02%	435,470	627,582
Planning Department					
Personnel Services	58,163	84,370	68.94%	53,638	77,524
Material and Services	71,688	129,500	55.36%	72,608	113,193
Total Planning Department	129,851	213,870	60.71%	126,246	190,717
Police Department					
Personnel Services	490,937	706,150	69.52%	451,666	666,190
Material and Services	95,662	154,500	61.92%	109,580	156,605
Capital Outlay	-	6,000	0.00%	16,128	27,062
Total Police Department	586,599	866,650	67.69%	577,374	849,857
Municipal Court					
Personnel Services	93,787	129,990	72.15%	82,302	120,350
Material and Services	19,659	41,300	47.60%	16,230	25,532
Total Municipal Court	113,447	171,290	66.23%	98,532	145,882
Economic Development					
Personnel Services	-	-	N/A	-	240
Material and Services	29,559	47,000	62.89%	47,986	48,995
Total Economic Department	29,559	47,000	62.89%	47,986	49,235

City of Coburg
Department Summary of Expenditures by Fund
FY 2025
As of 3/31/2025
Target 75%

	FY 2025			FY 2024	
	Actual YTD	Budget	% of B to A	Actual YTD	EOY
Park					
Material and Services	23,817	32,400	73.51%	10,360	14,321
Capital	245,470	205,000	119.74%	122,822	273,566
Total Park	269,287	237,400	113.43%	133,182	287,887
Debt Service:					
Principal	-	15,000	0.00%	-	15,000
Interest	7,125	14,250	50.00%	8,132	14,700
Total Debt	7,125	29,250	24.36%	8,132	29,700
Total General Fund Expenditures	1,764,454	2,303,730	76.59%	2,130,086	3,148,874

City of Coburg
Department Summary of Expenditures by Fund
FY 2025
As of 3/31/2025
Target 75%

	FY 2025			FY 2024	
	Actual YTD	Budget	% of B to A	Actual YTD	EOY
Street Fund					
Administration Department					
Personnel Services	63,627	69,930	90.99%	-	-
Material and Services	149	9,500	1.57%	148,405	208,995
Total Administration Department	63,776	79,430	80.29%	148,405	208,995
Public Works Administration					
Personnel Services	83,340	133,930	62.23%	-	-
Material and Services	65,057	113,000	57.57%	12,568	
Total Public Works	148,397	246,930	60.10%	12,568	-
Capital	740,273	1,050,000	70.50%	161,550	352,034
Transfer Out	18,747	25,000	74.99%	115,100	153,467
Debt Service:					
Principal	92,523	92,530	99.99%	92,060	92,060
Interest	21,877	21,900	99.90%	22,340	22,340
Total Debt	114,400	114,430	99.97%	114,400	114,400
Total Street Fund Expenditures	1,085,593	1,515,790	71.62%	552,023	828,896

City of Coburg
Department Summary of Expenditures by Fund
FY 2025
As of 3/31/2025
Target 75%

	FY 2025			FY 2024	
	Actual YTD	Budget	% of B to A	Actual YTD	EOY
Water Fund					
Administration Department					
Personnel Services	76,942	69,930	110.03%		
Material and Services	2,546	3,000	84.86%	132,416	251,473
Total Administration Department	79,488	72,930	108.99%	132,416	251,473
Public Works Administration					
Personnel Services	104,130	157,970	65.92%		
Material and Services	132,240	138,800	95.27%	36,213	56,440
Total Public Works	236,370	296,770	79.65%	36,213	56,440
Capital	307,642	2,140,000	14.38%	830,703	1,226,576
Transfer Out	37,503	50,000	75.01%	341,125	454,833
Debt Service:					
Principal	-	80,000	0.00%	-	75,000
Interest	2,400	4,800	N/A	6,522	7,050
Total Debt	2,400	84,800	2.83%	6,522	82,050
Total Water Fund Expenditures	663,403	2,644,500	25.09%	1,346,979	2,071,372

City of Coburg
Department Summary of Expenditures by Fund
FY 2025
As of 3/31/2025
Target 75%

	FY 2025			FY 2024	
	Actual YTD	Budget	% of B to A	Actual YTD	EOY
Sewer Fund					
Administration Department					
Personnel Services	58,209	46,640	124.80%	-	-
Material and Services	1,522	2,500	60.87%	209,819	258,532
Total Administration Department	59,731	49,140	121.55%	209,819	258,532
Public Works Administration					
Personnel Services	128,650	210,620	61.08%		
Material and Services	217,905	304,800	71.49%	-	8,771
Total Public Works	346,555	515,420	67.24%	-	8,771
Capital	158,687	205,000	77.41%	98,444	391,372
Transfer Out	37,503	50,000	75.01%	323,663	431,551
Debt Service:					
Principal	549,900	644,900	85.27%	626,522	721,522
Interest	176,231	259,950	67.79%	99,981	188,860
Total Debt	726,131	904,850	80.25%	726,503	910,382
Total Sewer Fund Expenditures	1,328,606	1,724,410	77.05%	1,358,429	2,000,608
Total City Expenditure	4,842,056	8,188,430	59.13%	5,387,517	8,049,750

City of Coburg
Budgetary Compliance
FY 2025
Resolution 2024-07
As of 3/31/2025
Target 75%

	ACTUAL	BUDGET	% BUDGET to ACTUAL	BALANCE
General Fund				
Administration Department	438,628	531,790	82%	93,162
Facility Management Department	118,264	99,500	119%	(18,764)
Planning Department	129,851	213,870	61%	84,019
Police Department	586,599	866,650	68%	280,051
Municipal Court	113,447	171,290	66%	57,843
Economic Development	29,559	47,000	63%	17,441
Parks (Public Works)	340,980	344,380	99%	3,400
Debt Service	7,125	29,250	24%	22,125
Contingency	-	50,000		50,000
Total General Fund	1,764,454	2,353,730		589,276

	ACTUAL	BUDGET	% BUDGET to ACTUAL	BALANCE
Street Fund				
Administration Department	63,776	74,930	85%	11,154
Public Works Department	148,397	251,430	59%	103,033
Capital	740,273	1,050,000	71%	309,727
Transfer Out	18,747	25,000	75%	6,253
Debt Service	114,400	114,430	100%	30
Contingency	-	50,000		50,000
Total Street Fund	1,085,593	1,565,790		480,197

	ACTUAL	BUDGET	% BUDGET to ACTUAL	BALANCE
Water Fund				
Administration Department	79,488	72,930	109%	(6,558)
Public Works Department	236,370	296,770	80%	60,400
Capital	307,642	2,140,000	14%	1,832,358
Transfer Out	37,503	50,000	75%	12,497
Debt Service	2,400	84,800	3%	82,400
Contingency	-	200,000		200,000
Total Water Fund	663,403	2,844,500		2,181,097

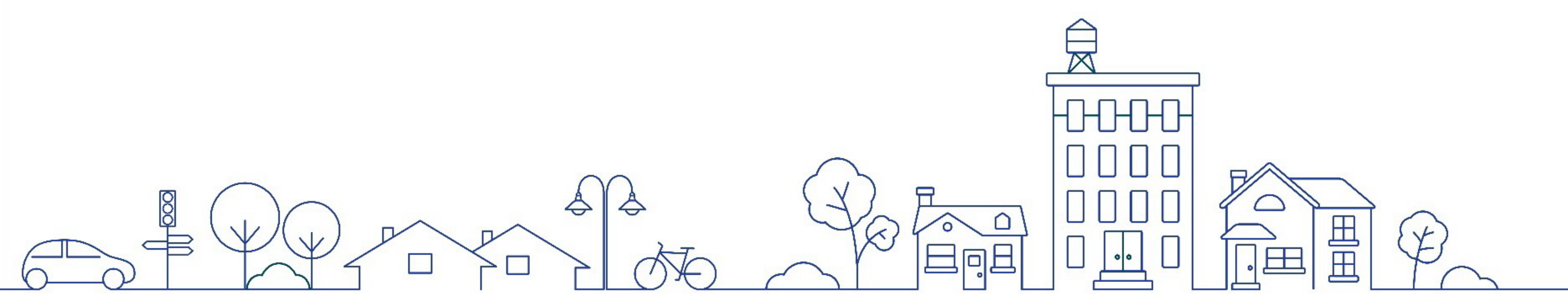
City of Coburg
Budgetary Compliance
FY 2025
Resolution 2024-07
As of 3/31/2025
Target 75%

	ACTUAL	BUDGET	% BUDGET to ACTUAL	BALANCE
Wastewater Fund				
Administration Department	59,731	49,140	122%	(10,591)
Public Works Department	346,555	515,420	67%	168,865
Capital	158,687	205,000	77%	46,313
Transfer Out	37,503	50,000	75%	12,497
Debt Service	726,131	904,850	80%	178,719
Contingency	-	200,000		200,000
Total Wastewater Fund	1,328,606	1,924,410		595,804
Total Appropriations	4,842,056	8,688,430	56%	3,846,374

Oregon Municipal Handbook

CHAPTER 30:

ABUSE REPORTING



League of Oregon Cities

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Chapter 30: Abuse Reporting

Introduction

In Oregon, there are statewide mandatory abuse reporting laws that address when an individual is required by law to report suspected or known cases of child or elder abuse. This chapter will provide a brief overview of a city official's potential responsibilities relating to mandatory abuse reporting.

Disclaimer: These materials are not intended to substitute for obtaining legal advice from a competent attorney. Rather, these materials are intended to provide general information regarding mandatory abuse reporting requirements and provide city officials with general knowledge of when they may have a duty to report abuse.

Child Abuse Reporting

Child abuse is defined to include:

- Any assault of a child and any physical injury to a child which has been caused by other than accidental means, including any injury which appears to be at variance with the explanation given of the injury;
- Any mental injury to a child;
- Rape of a child;
- Sexual abuse;
- Sexual exploitation;
- Negligent treatment or maltreatment of a child;
- Threated harm;
- Buying or selling a person under 18 years of age;
- Permitting a person under 18 years of age to enter or remain in or upon premises where methamphetamines are being manufactured; and
- Unlawful exposure to a controlled substance or unlawful manufacturing of a cannabinoid extract that subjects a child to substantial risk of harm to the child's health or safety.[1]

DHS Abuse Hotline:

Reports of abuse or neglect of any child or adult may be made to the Oregon Department of Human Services by calling: **1-855-503-SAFE (7233)**.

A child is defined as an unmarried person under the age of 18, or under the age of 21 and residing in or receiving care or services at a child-caring agency.[2] The mandatory child abuse reporting law creates a duty that requires mandatory reporters to report suspected or known cases of child abuse to the appropriate officials.

[1] ORS 419B.005(1).
[2] ORS 419B.005(2).

Who has a duty to report?

ORS 419B.005 specifically lists individuals who are considered a mandatory reporter. The list of mandatory reporters includes medical doctors, attorneys, licensed professional counselors, firefighters, EMTs, law enforcement officers, and social workers. Furthermore, the list of mandatory reporters includes all employees of a public organization that provides "child-related services or activities" – such as youth groups or centers, and summer or day camps.[3] As such, if the city offers one of these child-related services or activities, it is possible that all employees of the city – regardless of the employee's involvement with the specific child-related service or activity are mandatory child abuse reporters.

Further, in the 2021 Legislative Session, HB 3071 amended ORS 419B.005 to include the language in subsection (6)(s): "An ***elected official*** of a branch of government of this state or a state agency, board, commission or department of a branch of government of this state or ***of a city***, county or other political subdivision in this state." This amendment became operative as of January 1, 2022, and city elected officials are now bound by the state mandatory reporting statutes.

What does the mandatory reporting duty require?

Any mandatory child abuse reporter having reasonable cause to believe that any child with whom the official comes in contact with must immediately report or cause a report to be made in the manner required in ORS 419B.015.[4] The reporting requirement may be accomplished orally by telephone or otherwise to a local Oregon Department of Human Services (DHS) office, a DHS representative or to a law enforcement agency within the county in which the person making the report is located at the time of contact.

The DHS provides information and training for mandatory child abuse reporters. Further information on Oregon's child abuse reporting requirements may be accessible at: https://www.oregon.gov/dhs/ABUSE/Pages/mandatory_report.aspx.

Elder Abuse Reporting

Elder abuse is abuse of an elderly person which includes:

- Any non-accidental physical injury or injury which appears to be at variance from the explanation given of the injury;
- Neglect;
- Abandonment;
- Willful inflection of physical pain or injury;
- Verbal abuse;
- Financial exploitation;
- Sexual abuse;

- Involuntary seclusion for the convenience of a caregiver or to discipline the elderly person; and
- A wrongful use of physical or chemical restraint.[5]

An elderly person is defined to include any person 65 years of age or older.[6]

Who has a duty to report?

For the purposes of elder abuse, the list of mandatory reporters is similar to the list of mandatory reporters for child abuse purposes. For example, the list of mandatory elder abuse reporters includes medical professionals and first responders.[7] However, the list of mandatory reporters does not include employees of a public organization that provides "child-related services or activities." This means that unlike mandatory child abuse reporting, employees of cities with certain child-related programs may not be considered mandatory elder abuse reporters by virtue of the city having such child-related programs. A complete list of mandatory elder abuse reporters may be found under ORS 124.050(9).[8]

What does the mandatory reporting duty require?

Similar to child abuse reporting, mandatory elder abuse reporters must immediately report instances of alleged or known elder abuse to the DHS, a local DHS office, or a local law enforcement agency.[9]

The DHS provides further information, guidance and training relating to elder abuse on its website accessible at: https://www.oregon.gov/DHS/seniors-disabilities/SUA/Pages/Adult-Abuse-Prevention.aspx.

Failure to Report

A mandatory reporter making a good faith report of child or elder abuse receives immunity from criminal or civil liability.[10] Failure of a mandatory reporter to report of suspected or know case of abuse or cause a report to be made as required is a Class A violation which carries a maximum penalty of $6,250 in fines and 364 days of imprisonment.[11]

For additional information and resources related to mandatory reporting requirements and child and elder abuse, please visit the DHS's website at: https://www.oregon.gov/odhs/report-abuse/pages/default.aspx.

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[3] ORS 419B.005.
[4] ORS 419B.010.
[5] ORS 124.050(1).
[6] ORS 124.050(2).
[7] ORS 124.050(9).
[8] A list of mandatory elder abuse reporters listed under ORS 124.050(9) is attached as Appendix B.
[9] OAR 411-020-0020.
[10] ORS 124.075; ORS 124.060; ORS 419B.025.
[11] ORS 124.990; ORS 419B.010(5).

Appendix A

List of Mandatory Reporters: Child Abuse[12]

- Physician or physician assistant licensed under ORS Chapter 677 or naturopathic physician, including any intern or resident.
- Dentist.
- School employee, including an employee of a higher education institution.
- Licensed practical nurse, registered nurse, nurse practitioner, nurse's aide, home health aide or employee of an in-home health service.
- Employee of the Department of Human Services, Oregon Health Authority, Early Learning Division, Department of Education, Youth Development Division, Office of Child Care, the Oregon Youth Authority, a local health department, a community mental health program, a community developmental disabilities program, a county juvenile department, a child-caring agency as that term is defined in ORS 418.205 or an alcohol and drug treatment program.
- Peace officer.
- Psychologist.
- Member of the clergy.
- Regulated social worker.
- Optometrist.
- Chiropractor.
- Certified provider of foster care, or an employee thereof.
- Attorney.
- Licensed professional counselor.
- Licensed marriage and family therapist.
- Firefighter or emergency medical services provider.
- A court appointed special advocate, as defined in ORS 419A.004.
- A child care provider registered or certified under ORS 329A.030 and 329A.250 to 329A.450.
- An elected official of a branch of government of this state or a state agency, board, commission or department of a branch of government of this state or of a city, county or other political subdivision in this state.
- Member of the Legislative Assembly.
- Physical, speech or occupational therapist.
- Audiologist.
- Speech-language pathologist.

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[12] ORS 419B.005(6).

- Employee of the Teacher Standards and Practices Commission directly involved in investigations or discipline by the commission.
- Pharmacist.
- An operator of a preschool recorded program under ORS 329A.255.
- An operator of a school-age recorded program under ORS 329A.257.
- Employee of a private agency or organization facilitating the provision of respite services, as defined in ORS 418.205, for parents pursuant to a properly executed power of attorney under ORS 109.056.
- Employee of a public or private organization providing child-related services or activities:
    - Including but not limited to youth groups or centers, scout groups or camps, summer or day camps, survival camps or groups, centers or camps that are operated under the guidance, supervision or auspices of religious, public or private educational systems or community service organizations; and
    - Excluding community-based, nonprofit organizations whose primary purpose is to provide confidential, direct services to victims of domestic violence, sexual assault, stalking or human trafficking.
- A coach, assistant coach or trainer of an amateur, semiprofessional or professional athlete, if compensated and if the athlete is a child.
- Personal support worker, as defined in ORS 410.600.
- Home care worker, as defined in ORS 410.600.
- Animal control officer, as defined in ORS 609.500.
- Member of a school district board or public charter school governing body.
- An individual who is paid by a public body, in accordance with ORS 430.215, to provide a service identified in an individualized written service plan of a child with a developmental disability.

Appendix B:

List of Mandatory Reporters: Elder Abuse[13]

- Physician or physician assistant licensed under ORS Chapter 677, naturopathic physician or chiropractor, including any intern or resident.
- Licensed practical nurse, registered nurse, nurse practitioner, nurse's aide, home health aide or employee of an in-home health service.
- Employee of the Department of Human Services or community developmental disabilities program.
- Employee of the Oregon Health Authority, local health department or community mental health program.
- Peace officer.
- Member of the clergy.
- Regulated social worker.
- Physical, speech or occupational therapist.
- Senior center employee.
- Information and referral or outreach worker.
- Licensed professional counselor or licensed marriage and family therapist.
- Elected official of a branch of government of this state or a state agency, board, commission or department of a branch of government of this state or of a city, county or other political subdivision in this state.
- Member of the Legislative Assembly.
- Firefighter or emergency medical services provider.
- Psychologist.
- Provider of adult foster care or an employee of the provider.
- Audiologist.
- Speech-language pathologist.
- Attorney.
- Dentist.
- Optometrist.
- Chiropractor.
- Personal support worker, as defined in ORS 410.600.
- Home care worker, as defined in ORS 410.600.
- Referral agent, as defined in ORS 443.370.

[13] ORS 124.050(9).