CITY COUNCIL

91136 N Willamette Street

541-682-7852 | coburgoregon.org

Tuesday, September 08, 2020 at 7:00 PM

CALL THE CITY COUNCIL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

MAYOR COMMENTS

AGENDA REVIEW

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

1. Analee Fuentes & Martin Weissbarth Written Testimony

RESPONSE(S) BY CITY COUNCIL *(Each Council Member has the opportunity to acknowledge speakers and get clarification on subjects addressed during testimony.)*

CONSENT AGENDA *(These items are considered routine, and therefore, will not be allotted discussion time on the agenda; these items may be passed by Council in one blanket motion: any Councilor may remove an item from the "Consent" agenda for discussion by requesting such action prior to consideration.)*

2. Minutes June 9, 2020 City Council
3. Minutes July 14, 2020 City Council

SPECIAL GUEST

4. Zoe Anton with Urban Collaborative on Coburg Built Out Scenario Planning Survey

CITY ADMINISTRATOR'S REPORT

5. Monthly Report from City Administrator

ORDINANCES AND RESOLUTIONS

6. RESOLUTION **2020-17** A RESOLUTION APPROVING THE PURCHASE OF PROPERTY LOACATED AT 91430 STALLINGS LANE, EUGENE, OREGON
7. RESOLUTION **2020-18** A RESOLUTION ENDORSING PARTICIPATION IN THE OREGON MAIN STREET PROGRAM

COUNCIL ACTION ITEMS

8. Contract with D&I for I-5 Waterline Crossing
9. Intergovernmental Agreement LCOG for Current Planning Support
10. Heritage Committee Vacancy

ADMINISTRATIVE INFORMATION REPORTS

11. Financial Quarterly Presentation

12. Street Lighting in Coburg
13. Noise Complaint Update Industrial Way

COUNCIL COMMENTS

UPCOMING AGENDA ITEMS

Well Development Drill Contract

2020 General Election Update

Utility Billing Leak Policy

Council Rules

FUTURE MEETINGS

Park Tree Committee - September 15th

Planning Commission - September 16th

City Council - October 13th

ADJOURNMENT

If anyone needs disability accommodation in order to participate, please notify the City Recorder at the City of Coburg at 541-682-7852, sammy.egbert@ci.coburg.or.us.
All Council meetings are recorded and retained as required by ORS 166-200-0235.

Written Testimony
City Council &
Planning Commission

Received by
City of Coburg
AUG 31 2020

Item 1.

From: Martin Weissbarth <mweissba@hotmail.com>
Sent: Monday, August 31, 2020 3:46 PM
To: EGBERT Sammy
Subject: Appeal follow-up letter to Planning Commission, City Council, Anne Heath, Henry Hearly

We are grateful and relieved that the Wiechert plan is off the table for now, but are wary also about the future, because the code criteria regarding traffic quantity, traffic speed, road width and preserving "small-town character" remains unchanged and outdated. Coburg has grown and with it, the necessity has arisen to develop a "Refinement Plan" for the area around the park blocks and surrounding neighborhoods. (See "Comprehensive Plan and Ordinance Update," Policy 3 and 4.) The current code criteria, because it is insufficiently specific in these areas, could allow city planning staff to again recommend approval of a design with flaws similar to the Wiechert plan, as it did twice in this recent case. It is imperative that the city planning staff and commission revisit, revise and amend the criteria so it will serve to more fully support the goal statements in the development code. Questions that need to be answered in additional criteria (in the Wiechert example) would include:

-What are the quantifiable aspects of small-town character referred to repeatedly in the code goal statements? How might city staff measure these to form recommendations to the Planning commission?

-What exactly is orderly development of residential streets? What constitutes disorderly development? How is this quantified?

-How much may traffic *quantity* be increased in an orderly development? Can traffic be doubled, tripled, or as in the recent plan, quintupled? Is our current traffic assessment accurate given the growth that Coburg has experienced even within the last two years? How are the park blocks districted differently?

-How much may traffic *speed* be altered in an orderly development of residential streets? Under what circumstances should traffic speed mitigation (stop signs, reduced speed limits, speed bumps) be required?

-Is a 20 ft. wide street really safe for 2-way vehicle traffic plus pedestrian use?

-Should a developer be *required* to meet with affected neighbors in the process of making a development plan? Currently, the code merely suggests this, leaving open the possibility for the developer to respond, as Wiechert's lawyer did in the public hearing, that such a meeting

was "just not practical". The "Comprehensive Plan" states as it's number one goal as "citiz involvement."

"LCDC Goal 1: *"To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process."*

-Should a developer's lawyer have the power to override our first community objective? Where is the structural language that would mandate such a collaboration upon submission of such a consequential proposal?

The code criteria are the specific tools that residents, planning commissioners and city council need to protect and preserve the interests of Coburg residents, and as we saw in this recent episode, they are currently not adequate. The language in the code goal statements about preserving the small-town character does not comprise enforceable requirements, so we need specific and detailed criteria to match the goals. Coburg residents spent hundreds of hours and thousands of dollars to prevent a development plan that would have seriously degraded our town. We need to move now to generate the code underpinning that will prevent a reoccurrence. As taxpayers, we already pay for city planning. We should not have to pay additionally for lack of city planning. I respectfully ask for City planning staff, Planning Commission, and Council attention to these concerns. The development code criteria are not, as we have seen recently, arcane technical issues, but rather, speak directly to the quality of life for current and future Coburg residents. Thank you for your consideration,

Analee Fuentes
Martin Weissbarth

*******WARNING: This email has been sent from OUTSIDE the City of Coburg. Please proceed with caution********

Coburg City Council
June 9, 2020
Virtual Video Meeting
91069 North Willamette St., Coburg, Oregon

Councilors Present: Ray Smith, Mayor; Nancy Bell, John Fox, John Lehmann, Patricia McConnell

Councilors Absent: Mark Alexander, Kyle Blain

Staff Present: Anne Heath, City Administrator; Anne Davies, City Attorney; Sammy Egbert, City Recorder

CALL TO ORDER
Mayor Smith called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL
City Recorder Sammy Egbert called the roll and announced a quorum was present.

MAYOR COMMENTS
Mayor Smith discussed the importance of disclosing *ex parte* contacts when a land use issue came before the Council for consideration. He said it was essential to share that information with the public. Ms. Davies provided clarification of what was considered an *ex parte* conflict.

AGENDA REVIEW
Ms. Egbert reviewed the agenda materials and additions.

CITIZEN TESTIMONY
Mayor Smith called for citizen testimony.

Brian Harmon spoke to violations of the City's noise ordinance by a business operating in proximity to a residential area. He submitted a written complaint requesting an investigation and responded to questions from councilors.

Councilors discussed the matter and Mayor Smith recommended that staff work with the business and neighbors to mitigate the problem and report back to the Council at a future meeting.

RESPONSE(S) BY CITY COUNCIL
None.

CONSENT AGENDA

Moved by Councilor Bell and seconded by Councilor Lehmann to accept the Consent Agenda as presented. The Consent Agenda consisted of the minutes of the April 14, 2020 City Council work session, minutes of the April 21, 2020, City Council meeting; minutes of the June 9, 2020, City Council meeting; Ratify Administrative Order 2020-07 Extending State of Emergency through May 29, 2020; Ratify Administrative Order 2020-09 Extending State of Emergency through June 12, 2020; and Budget Committee Appointment. The motion passed unanimously, 4:0.

SPECIAL GUEST
Representatives of Coburg Sanitary Service, Inc. discussed their request for renewal of their franchise agreement with the City and responded to questions from councilors.

ORDINANCES AND RESOLUTIONS

RESOLUTION 2020-11 A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES
Mayor Smith opened the public hearing at 7:53 p.m.

Ms. Heath provided the staff report.

Mayor Smith determined there was no one wishing to testify and closed the hearing at 7:56 p.m.

Moved by Councilor Lehmann, seconded by Councilor Fox, to approve Resolution 2020-11 A Resolution Declaring the City's Election to Receive State Revenues. The motion passed unanimously, 4:0.

RESOLUTION 2020-12 A RESOLUTION DECLARING THE CITY'S CERTIFICATION OF ELIGIBILITY FOR STATE SHARED REVENUES
Ms. Heath provided the staff report.

DRAFT

Moved by Councilor Bell, seconded by Councilor McConnell, to adopt Resolution 2020-12 A Resolution Declaring the City's Certification of Eligibility for State Share Revenues. The motion passed unanimously, 4:0.

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

Larry Larson provided the staff report.

Moved by Councilor McConnell, seconded by Councilor Lehmann, to adopt Ordinance A-163-R, an Ordinance adopting the Oregon Criminal Code, Oregon Uniform Controlled Substances Act, Oregon Liquor Control Act, and the Oregon Motor Vehicle Code; repealing conflicting ordinances and repealing Ordinance A-163-Q. The motion unanimously, 4:0.

RESOLUTION 2020-14 A RESOLUTION ADOPTING THE SALARY AND CLASSIFICATION SCHEDULE FOR FISCAL YEAR 2020-21
Ms. Heath provided the staff report and responded to questions from councilors.

Moved by Councilor McConnell, seconded by Councilor Fox, to adopt Resolution 2020-14, the Fiscal Year 2020-21 City of Coburg Pay Scale. The motion passed, 3:0:1; Councilor Lehmann abstaining.

Councilor Lehmann stated that he abstained from voting because he did not agree with supervisors not taking the Cost of Living Adjustment (COLA).

RESOLUTION 2020-15 A RESOLUTION ADOPTING THE CITY'S BUDGET FOR FY 2020-21 CREATING APPROPRIATIONS, SETTING TAX, AND IMPOSING THE TAX AND CATEGORIZING THE TAX
Ms. Heath provided the staff report.

Mayor Smith opened the public hearing at 8:18 p.m.

Ms. Heath responded to questions to councilors.

He determined there was no one wishing to testify and closed the hearing at 8:20 p.m.

Moved by Councilor Bell, seconded by Councilor Lehmann, to adopt Resolution 2020-15, A Resolution Adopting the Budget for the Fiscal Year 2020-21 Creating Appropriations, Setting the Tax, Imposing the Tax, and Categorizing the Tax. The motion passed unanimously, 4:0.

DRAFT

COUNCIL ACTION ITEMS

Oregon Liquor Control Commission (OLCC) License for Morelos Mexican Restaurant
Sammy Egbert provided the staff report.

> *Moved by Councilor Fox, seconded by Councilor Bell, to recommend that the Oregon Liquor Control Commission grant a license to Morelos Mexican Restaurant. The motion passed unanimously, 4:0.*

City Administrator's Report
Ms. Heath reviewed the report, which was included in the agenda materials, and highlighted several items.

DRAFT

FUTURE MEETINGS/DATES TO REMEMBER

Heritage Committee - June 10, Canceled due to COVID-19
Park Tree Committee - June 6
Planning Commission - June 17
City Hall Closed - Independence Day - July 3
Heritage Committee - July 8
City Council - July 14

ADJOURNMENT
Mayor Smith adjourned the meeting at 8:43 p.m.

APPROVED by the Mayor and Council of the City of Coburg this ___day of _____, 2020.

_____

Ray Smith, Mayor

ATTEST:

_____
Sammy L. Egbert, City Recorder

DRAFT

Coburg City Council
Regular Session
July 14th, 2020 – 7 P.M.
Coburg City Hall
91136 North Willamette St.

COUNSELORS PRESENT: Council President Bell, Councilor Blain, Counselor Alexander, Councilor Lehmann,

COMMISSIONERS ABSENT: Mayor Smith, Counselor McConnell, Counselor Fox.

STAFF PRESENT: Anne Heath, City Administrator, Jeff Kernen, City Planner, Sammy Egbert, City Recorder, Anne Davies (via teleconference).

RECORDED BY: Alex Sullivan, LCOG

CALL THE CITY COUNCIL MEETING TO ORDER - 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

The meeting was called to order by President Bell. Ms. Egbert then took the roll.

MAYOR COMMENTS

President Bell then outlined the 2020 election of city officers coming up.

AGENDA REVIEW

There were no changes to the agenda.

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

There was no citizen testimony.

CONSENT AGENDA *(These items are considered routine, and therefore, will not be allotted discussion time on the agenda; these items may be passed by Council in one blanket motion: any Councilor may remove an item from the Consent Agenda for discussion by requesting such action prior to consideration.)*

1. Ratify Administrative Order 2020-10 Operation Guidelines
2. Ratify Administrative Order 2020-11 Extending State of Emergency through June 26, 2020
3. Information System Management Services Intergovernmental Agreement with Lane Council of Governments

MOTION: Counselor Lehmann moved to approve the consent agenda.
SECOND: Counselor Blain seconded the motion.
DECISION: It was passed unanimously.

SPECIAL GUEST

4. Utility Rate Study by FCS Group - Doug Gabbard

Ms. Heath introduced Doug Gabbard, the project manager for FCS. He presented the water and sewer rate study for the city of Coburg and the utility rates.

He began by showing a static presentation on water and sewer rate study results, and told the council that there was a tool that they could play with rate adjustments to help them set a rate.

Utility rates are set to offset the operating costs of water/ sewer upkeep, and the other type of costs are the capital costs. He then went on to explain some factors that city officials use to help set these costs and where the money can come from. The operating costs are usually gentle and predictable flows, however capital costs are lumpy cash flows that are less predictable.

He then moved to water rate analysis. He explained the fundamentals on cost inflation, forecasts of 2020 fiscal year water costs, and explained that these forecasts for the growth rates are usually quite accurate.

DRAFT

Mr. Lehmann asked what “growth rate” meant more clearly.

Mr. Gabbard answered that it is the annual percentage change of water usage and cost.

Mr. Lehmann asked how these forecasts worked to predict consumption.

Mr. Gabbard explained that it was based off of development expectations and the population and business influx that will bring.

Ms. Heath asked if these predictions included the new annex and residential developments.

Mr. Gabbard continued with his presentation on water rates before moving onto sewer rates.

He spoke on starting Coburg off at a 2% increase each year for the first two years, and then 1% after that for sewer rate predictions. The starting rate now is 85 dollars, and expected to make an initial jump to $86.70.

Ms. Bell asked about fund reserves and why sewer rates for Coburg are so high. Mr. Gabbard responded that there are over 600 pump stations in Coburg, and Coburg’s treatment is significantly more high tech and environmentally responsible than surrounding areas, making Coburg’s water Class A.

Ms. Keizer from the community asked why Coburg’s water rates are so much higher than Eugene’s, when Eugene is higher. Mr. Gabbard answered that with a more dense population, operating costs can be spread out more thinly.

Mr. Gabbard then went on to explain that cost inflation is something that cities see in other areas too, and that is to be naturally expected. He went on to outline some functionality issues with sewer rates. He ended the presentation by saying he looks forward to a recommendation and thanked the council for speaking with him and allowing him to present.

CITY ADMINISTRATOR'S REPORT

5. June Report from City Administrator

Ms. Heath began by introducing the new finance director, Tim, as well as acknowledging that Mr. Kernan, the City Planner, would be leaving for a new position and thanked him for his work. She explained that for capital, street, water, and development projects coming up, they would be temporarily working with LCOG until they had a better understanding of what they would like to see out of a city planner to hire on full time.

She spoke on finally getting the interpretive signs for wetland park, and how there are a lot of fun projects coming up soon. She then asked if there were any questions on the full report for June.

The source of the noise from the construction of developments were spoken about, and the precautions to help keep the noise to a minimum.

ORDINANCES AND RESOLUTIONS

6. Motion to Waive Second Reading of Ordinance A-111-D
ORDINANCE **A-111-D** AN ORDINANCE GRANTING AN EXCLUSIVE FRANCHISE TO COBURG SANITARY SERVICE TO COLLECT GARBAGE, TRASH, YARD DEBRIS AND OTHER REFUSE WITHIN THE CITY LIMITS, PROVIDING FOR THE TERM OF THE FRANCHISE; PROVIDING FOR PAYMENTS TO THE CITY FOR FRANCHISE; REPEALING ORDINANCES A-111, A-111-A, A-111-B, A-111-C AND DECLARING AN EMERGENCY TO EXIST
Action: Public Hearing | Consider Approval
7. RESOLUTION 2020-16 A RESOLUTION RAISING THE WASTEWATER RATE SERVICE FEES, PROVIDING FOR RATE ADJUSTMENTS AND RESCINDING RESOLUTION 2017-04
Action: Public Hearing | Consider Approval

President Bell opened the public hearing for ordinances and solutions, and read the above resolutions. The hearing was opened at 8:21 am.

DRAFT

Ms. Heath spoke on this rewrite was complicated, and that the Coburg Sanitary is seeking another 10 year franchise agreement, and the cost would go up to $2000 per year. The franchise is now ready for the council to vote on it.

Mr. Lehmann spoke on how there's a lot of growth in Coburg at this time and how this could be a good thing for the city.

There was no public comment or testimony regarding these ordinances.

Ms. Bell said she would entertain a motion to waive the second reading of ordinances "REPEALING ORDINANCES A-111, A-111-A, A-111-B, A-111-C AND DECLARING AN EMERGENCY TO EXIST"

MOTION: Mr. Blain moved to waive the second reading of ordinances "REPEALING ORDINANCES A-111, A-111-A, A-111-B, A-111-C AND DECLARING AN EMERGENCY TO EXIST"
SECOND: Mr. Alexander Seconded.
DECISION: It passes unanimously.

Ms. Bell then said she would entertain a motion to adopt the ordinance.

Ms. Heath pointed out a scriptor's error. It did not need to be considered amended.

MOTION: Mr. Lehmann moved to adopt the ordinance as amended.
SECOND: Mr. Blain Seconded.
DECISION: It passes unanimously.

President Bell then moved the meeting to resolution 2020-16 and rescinding 2017-04, raising the wastewater rate providing for rate adjustments and rescinding Resolution 2017-04. President Bell opened up the hearing.

Mr. Blain asked how the issue of unemployment and water rate assistance was being addressed during COVID-19.

President Bell and Ms. Egbert discussed options of relief and assistance to help these issues.

Mr. Blain was concerned with letting the rates raise significantly before implementing a cost increase, and whether there would be an uphill battle with revenue and operational costs to align in a financially positive way.

President Bell closed the public hearing at 8:47 pm and asked to entertain a motion to approve Resolution 2020-16 to raise wastewater service rates $1.70 to $86.70 per EDU.

MOTION: Mr. Lehmann moved to adopt the resolution 2020-16.
SECOND: Mr. Blain Seconded.
DECISION: It passes unanimously.
COUNCIL ACTION ITEMS

8. Contract with Eugene Sand Construction Inc. for Pavement Repair on Roberts Road

The cost to the city and the grant amount for the street projects slated for this year is $100,000.

There were no further questions.

MOTION: Mr. Alexander moved to approve the Roberts Road SCA grant for the city of Coburg.

SECOND: Mr. Blain Seconded.

DECISION: It passes unanimously.

9. Agreement with State of Oregon ODOT for West Van Duyn Sidewalks Project

Mr. Kernan spoke about this particular project that spans from the Fellowship Church to the adjacent sidewalk 320 feet away. Instead of the project being managed by ODOT, the City may manage this project on our own. Coburg may receive up to $40,000 for the development of this sidewalk project.

MOTION: Mr. Alexander moved to approve to enter in the local agency agreement ODOT for the purpose of delivering capital sidewalk projects.

DRAFT

SECOND: Mr. Blain Seconded.

DECISION: It passes unanimously.

ADMINISTRATIVE INFORMATION REPORTS

10. Citizen Inquiry Quarterly Report

Ms. Heath then spoke about the information reports that were presented.

Mr. Alexander asked about something being in place to help keep those alleyways clear, as the fire department likes access to those alleys.

These alleyways are being cleaned, however there is not much access to them, and this is a complaint driven issue. The alleyways are narrow, and there is not enough room to get a firetruck down the alley.

11. Lane County Dispatch Contract Amendment

Chief Larson said the Lane County Dispatch center switch was an incredible decision.

12. Finance Written Update

Ms. Heath commented that the general fund stood at 88% at that time, and City revenues are 49% of budget. Both revenues and expenses are sitting at 62%. The water and street fund are what brings the budget down because of the capital projects happening this year coupled with delays due to COVID. The budget is looking at ending at 75% for this fiscal year.

COUNCIL COMMENTS

UPCOMING AGENDA ITEMS

Utility Billing Leak Adjustment

City Prosecutor Contract

Council Rules

FUTURE MEETINGS

Planning Commission - July 15

Park Tree Committee - July 21

Finance Audit Committee - July 28

City Council - NO August Meeting

ADJOURNMENT

Ms. Bell adjourned the meeting at 9:15pm

APPROVED by the Mayor and Council of the City of Coburg this 9th day of August, 2020.

_____

Ray Smith, Mayor

ATTEST:

_____

Sammy L. Egbert, City Recorder

COBURG CITY COUNCIL
MONTHLY REPORTS

TOPIC: City Administrator's Report

Meeting Date: September 1, 2020
Staff Contact: Anne Heath, City Administrator
Contact: 541-682-7871, anne.heath@ci.coburg.or.us

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

GENERAL ADMINISTRATION

- **Well Property Purchase.** The proposal to purchase the property is under a separate tab. Once approved staff will move forward to purchase the property

- **I-5 Bore.** The contract has been awarded and is under a separate tab for approval. November 20th is the completion date for this project.

- **Roberts Road Maintenance and Repairs –** This project is under construction at this time. The City has been able to extend the project by about 20 feet then initially planned due to available grant and budgeted funds in the street department. This allows for a larger length of the road to be repaired.

- **Johnny Diamond Park –** Project is complete. The park opening awaits the public works directors go ahead based upon the growth of the grass in the park. It is anticipated sometime in mid-September – early October.

- **Planning Director** – As our City Planner left on July 17th, the City is left with a vacant position. Rather than rush into a hiring process, the City Administrator would like to step back and spend some time thinking about what the greatest needs are in the planning department and what level of expertise might be appropriate for Coburg. Therefore, we have asked LCOG to support us during this time. A contract for an intergovernmental agreement is under a separate tab. This agreement is through June 30, 2021 or through the end of the fiscal year. Henry Hearley will be working at the City as a planner on Tuesday and Thursday from 10:00 – 4:00 in person and available

remotely the rest of the week. We are very happy to welcome Henry who staff feel did an excellent job preparing the City for the recent Land Use Appeal.

- **Community Build Out Scenario -** A community on-line survey is currently available. The City will continue to encourage community members to participate. Zoe Anton from Urban Collaborative will be a guest at the City Council meeting and will provide the City Council with a more in-depth look at the survey.

- **Industrial Noise Complaints –** Staff and the Police Chief had continued to monitor the situation. The Chief will be providing a report to the Council as requested at your June meeting.

- **Development Application & Buildable Lands –** The developer may have withdrawn his application, but will resubmit with new plan for development. This does not alleviate the transportation issues that Coburg faces. City Administrator has reached out to DLCD, the Governor's Office, and has also had discussions with Representative Marty Wilde and requested a conversation with Senator Lee Beyer. There must a be a transportation solution devised to allow for Coburg to grow in a way that is required, but also protects the safety, livability and health of the community. I will be meeting with the builder to have a discussion about the forward motion of this development and the transportation issues very soon.

- **I-5 Employment Lands –** City Administrator has continued conversations with the property owner, Lane County and the State of Oregon regarding the annexation and potential sale and development of this property. It is of great regional interest. Most recently was an interest from a foreign company for which we deemed we were not ready and most likely could not meet the demands of utilities that they requested. However, staff has been working on a written prospectus for the property that gathers as much information as possible for future inquiries. We have seen several in the last few weeks. The annexation application is under legal review by the owner's attorney at this time and then will come to the City.

- **City Debt Loans –** Our Finance Director has been meeting with DA Davidson to discuss the possibility of the City refinancing some of our debt. With record low interest rates we are in the position to receive a better rate and thus save the City a substantial amount of money for future years. The Finance Director will be putting together a proposal and inviting the Finance/Audit Committee to a special meeting to view the proposal and make some recommendations to the City Council at their October 13th meeting. We are looking at funding all current loans or only a portion of them. We get a better rate if we consider all loans. However, that stretches out our pay-offs for additional years. More to come on this very soon.

- **Staff Change in Public Works –** We were sad to say goodbye to Zach Braggs in Public Works this month. We are very happy for Zach as he has been hired on by the City of Springfield to begin training in jail law enforcement. This is a career track chosen by Zach. We are very happy to welcome Jacob Suttles who joined our Public Works Team on September 1.

Upcoming Meetings

Planning Commission – September 16 – 7:00
Park & Tree Committee – September 15 – 6:00
Heritage Committee – September 9 – 6:00 p.m.
Finance Committee Special Meeting– TBA

City Hall Closed on September 7th for Labor Day

Community Events

- Scarecrow Festival which kicks off on September 7th. Councilors are welcome to submit their ideas for City Scarecrows to Megan Winner. Give us your best ideas!
- Economic Development Committee – September 15 – 4:00

DEPARTMENTS AND OPERATIONS

City Recorder/Administration

- Lane County Election will be mailing ballots on October 15, 2020 for General Elections. Last day to vote is November 3rd at 8:00 PM. The City has Mayor and three Council positions on the ballot for election.
- Will be opening up recruitment to for part time administrative assistant. Goal is to have this position filled by early November.
- Recruitment for Public Works Worker went well. Erin took the lead on this project and did amazing. She processed over 30 applications, prepared electronic and paper files for public works, scheduled the interviews, created the mailings and the follow up letters and the retention file is detailed and organized. This is an important and time-consuming piece of the recruitment process. GREAT WORK ERIN!
- I have spent a lot of time the last month working on the Public Hearing for the Wiechart Subdivision application and appeal.
- Council is all switched over to the IPads, new email address.
- Implemented Muni Code software for agendas and electronic packets for City Council. Will be working on including Planning Commission in October.
- Working on the Planning files for retention and looking at what will work best for the future.

Utility Billing

- Limited Income Assistance for 2020-21 Fiscal Year has been implemented. Estimated revenue loss is down slightly from 2019-20.

FY	Total Accounts		Estimated Ave Monthly Loss	Ave Annual Loss
2013/14	22		$387.00	$4,644.00
2014/15	23		$677.00	$8,124.00
2015/16	22		$1,116.00	$13,392.00
2016/17	23		$1,284.00	$15,408.00
2017/18	23		$1,224.00	$14,688.00
2018/19	19		$1,056.00	$12,672.00
2019/20	21		$1,092.00	$13,104.00
2020/21	20		$1,068.00	$12,816.00

- Council approved Resolution 2020-09 offering relief to Utility Billing Customers due to COVID. Information was share in the water bills, on social media and website. Six applications were received and approved. Total credit to accounts was $840.00. Past dues and collection resumed August 26, 2020.
- Implemented new wastewater rate as approved be Resolution 2020-16. Customers will see the new rate on the bills that go out September 10, 2020.

<u>Finance</u> – Under a separate tab

<u>Planning</u>

- **Regional Transportation | CLMPO**
  - Metropolitan Policy Committee (MPC) – July
    - Funding Application Approved
  - MPO Technical Advisory Sub-Committee (TASC) – July
    - MPC follow up
- **Long Range Planning | Special Projects**
  - Coburg Loop Path Segment 3 – Complete
  - Coburg Loop Path Segment 4 – Engineering and design phase
  - Transportation System Plan – Project kick off, Modeling work
  - Build Out – Draft(s) reviewed, Live survey promotion, upcoming public meeting preparation

- **Historic Preservation**
  - CLG grant work ongoing: Historic Resources Survey draft deliverables reviewed including walking tour booklet
  - Heritage Committee received application for position 3

<u>Land Use Applications</u>

- **Building**
  - 13 Structural/Plumbing/Mechanical/Electrical Permits (July & August)
- **Land Use Final Decision**
  - LLA-01-20 – Berry Lot Line Consolidation, north Harrison – Approved
  - SUB-01-20 – Weichert Subdivision - Applicant withdrew application
- **Land Use Pending Action**
  - PA-01-20 – Weichert Partition – Pending

<u>Public Works</u>

- **Streets and ROW.**
  - **Projects**
    Roberts Rd. SCA Grant will be constructed in the last part of this month. This is a small reconstruction of the road that fronts GCR Tire Company.

  - **Street Banners**
    - New street banners have arrived. The City split the cost with the Car Classic. They look great and will give the main streets a much needed upgrade.

- **Water Utility**
  - **Meters**
    - Crews are still working on wrapping up switching out the larger commercial meters. This is a carry-over from the larger projects but

workloads and vacation schedules have conflicted with finishing the larger meters.

- **Water Projects**
  - You will be seeing a contract at the Council Meeting for D & I Excavation for the I-5 bore project that is a part of the Water Master Plan Projects.

- **Sewer Utility**
  - **Collections**
    - Inspected 18 sites
    - Called out 15 times
    - Pumped 3
- **Parks**
  - **Johnny Diamond Park**
    - Crews have built and installed the swing set and are currently working on the other amenities such as the trash receptacles, park benches.
  - **Maintenance**
    - **Parks and Tree Committee**
      - Committee has had two work parties so far this summer and they are planning on another in September. They are getting lots of extra work done around the Parks such as trimming Crab Apple trees, ringing around light poles and trees, updating flowerbeds in all Parks. Their hard work needs to acknowledge.
    - **Crews**
      - Crews have installed the new signage at Trails End Park. They look amazing.

- **Misc.**
  - **Locates**
    - 21 Locates
  - **Fleet repairs**
    - Rear end of the bucket truck is being rebuilt in house and is saving the City about $3,500.

<u>Municipal Court</u>

- **August 2020 Activity Measures:**
  - **Citations (Crimes and Violations)**
    - New Citations for August 20, 2020 Court Date: 38

  - **August 2020 Receipts Including Collections**,
    - **Total Fines**: $10,894.32 (total monies taken in for the month, nothing deducted), *compared to $9,904.17 in August of 2019*
    - **Net Fines**: $ 6,450.00 (City share only, NOT including collections), *compared to $8,283.00 in August of 2019*

  - **August 2020 Professional Credit Service Collections**:

- **Total Collection Revenue**: $ 4,444.32
  compared to $1,621.17 in August of 2019
- **Turned over to collection**: $ 11,990.00
  compared to $15,888 in August of 2019

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

Other Information:

- **Upcoming Court Date: September 22, 2020, Regular Court Session**
- **Jury Trials Scheduled: September 11, 2020 at 9:00 am**
  September 29, 2020 at 9:00 am

Police Department

- The conversion to the Lane County Sheriff's Department dispatch center is going extremely well.
- Officers arrested a male on misdemeanor warrants for theft. The subject tried to steal a trailer in Coburg.
- Officers arrested a female on an outstanding warrant for UPCS Meth.
- Officers took a report for found contraband (meth) at a local business.
- Officers returned a found wallet to an owner.
- Officers arrested a male at the Shell on outstanding felony warrants.
- Officers arrested a male on outstanding warrants.
- Officers took a report for found contraband (meth) at Norma Pfeiffer Park.
- Officers took a report for Theft III from a local business.
- Officers investigated a motor vehicle crash at Blue Valley Bistro. It was resolved with a civil compromise.
- Officers arrested a male for DUII – Controlled Substances (meth).
- Officers took a report of a theft from Camping World. A suspect was identified. The next day the same suspect committed a robbery in Junction City and several thefts in Eugene, including the theft of a motor home. Eugene Police were able to locate the suspect and take him into custody. We filed charges for our case.
- Officers arrested a male on an outstanding warrant for Failure to Appear on a Driving While Suspended charge.
- Officers assisted Eugene Police Detectives in recovering a stolen vehicle. The vehicle was located being driven by a local male resident. The suspect was taken into custody and lodged on numerous charges.

- Officers got into a vehicle pursuit. The driver was driving reckless and failed to stop when the officers attempted to initiate a traffic stop. The pursuit continued onto I5 northbound proceeding to the rest area. The driver drove around several vehicles at the rest area, throwing drugs out the window. The male driver was arrested for Reckless Driving, attempting to Elude, DUII, UPCS, UDCS and on outstanding warrants.
- Officers arrested a male for Assault IV (APA) for assaulting his girlfriend.
- Officers arrested a male on outstanding warrants for Fraudulent Use of a Credit Card.
- Officers arrested a male for DUII – Alcohol.
- Officers arrested a male for Forgery II involving the use of his mother's credit cards.
- Officers worked (2) City Ordinance violations for tall grass; both where resolved.
- Officers participated in a joint sex offender operation (Operation Oregon Valley) with the United States Marshal's Service. We completed 18 compliance checks. There are currently 10 sex offenders in Coburg and 35 sex offenders in Harrisburg areas.
- Officers recovered a stolen truck at the Shell. The male driver was taken into custody for Possession of a Stolen Vehicle, Unlawful Possession of Drug Paraphernalia and on outstanding warrants.
- Officers arrested a female for DUII. The female hit a vehicle and (6) mailboxes and almost hit a jogger. The female was arrested for DUII, Hit & Run, Reckless Driving and Reckless Endangering. (The female had a 0.29 BAC.)
- Officers were treated to a Police Officer Appreciation Dinner at Chiefs Brew House Restaurant. A special Thank You to Chiefs and the Coburg Community at large for all the support; it means a lot.

COBURG CITY COUNCIL

TOPIC: Resolution 2020-17, A Resolution Approving the Purchase of Property at 91430 Stallings Lane for the Purpose of Developing an Additional Water Source.

Meeting Date: September 8, 2020
Staff Contact: Tim Gaines, Finance Director
Contact: 541-682-7870, anne.heath@ci.coburg.or.us

REQUESTED COUNCIL ACTION:

Approve Resolution 2020-17

Suggested Motion: I move to approve Resolution 2020-17, a Resolution Approving the Purchase of Property at 91430 Stallings Lane, Eugene Oregon

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BACKGROUND

At the April 21, 2020 City Council meeting the Council approved the City Administrator to move forward in negotiations for the purchase of the property for the well site. The City contracted a real estate appraisal on the property which came in at $490,000. The Property owner conducted a private appraisal that came in at $535,000. The two appraisals were slightly different in how they valued different portions of the property. The offer from the City reflects $512,500 which is half way between the two offers. The City Attorney, the Mayor, the City Administrator and Public Works Director reviewed the City appraisal.

The Public Works Director and the City Administrator have had several meetings with the property owner and the City's offer to the property owner was a reflection of those meetings. In addition, City Attorney, Gary Darnielle was part of the negotiation process, and a private real estate firm was engaged to draw up offer documents. The offer for the purchase of the property is best reflected in Addendum A of the Purchase and Sale Agreement.

On August 4th the City Council held a work session regarding the purchase of the property. Staff was given direction to move forward with the purchase of the property.

DETAILS OF PURCHASE OFFER

The Purchase price of the property will be $512,500.

The following details are included in Addendum A of the Purchase and Sale Agreement:

1. Buyer and Seller agree the purchase price shall be paid as follows; $500 cash down, non-refundable but applicable to the purchase price at closing; $269,500 payable in cash at closing and the remaining balance of $242,500 payable in cash no later than December 31, 2022.
2. Buyer and Seller agree that no interest shall accrue against unpaid balance if paid by December 31, 2022.
3. Buyer and Seller agree interest shall accrue at 5% per annum beginning January 1, 2023 until balance is paid, no pre-payment penalties.
4. Buyer and Seller agree that approximately One (1) acre of the property will be designated and remain open space/public land, wherein it will be designated as a city park and named "Julia Morneau Heritage Park".
5. Buyer and Seller agree that a certain redwood tree situated on the property shall remain on the property for the life of the tree or until its presence interferes with the Buyers intended use of the property.
6. Buyer and Seller agree that during the term of Sellers occupancy, Buyer shall have adequate ingress and egress over existing driveway to allow Buyer to maintain Buyers intended use of the property.
7. Buyer and Seller agree Buyer will obtain a permit of entry to conduct due diligence relating to Buyers intended use.
8. Buyer and Seller agree that Buyer shall return soil to previous condition if it is concluded that a well cannot be established on the property.
9. Buyer and Seller agree to enter into a post-closing occupancy agreement wherein Sellers will continue to occupy the property until the City of Coburg pays the remaining balance of $242,500 in full.
10. Buyer and Seller agree that the sale excludes any personal property located on the premises including the 1996 manufactured home currently occupied by the Seller.
11. Buyer and Seller agree that Seller will have the responsibility to provide residential insurance for and upkeep of the Main House and Outbuildings in their present condition until such time that the purchase of the property is paid in full.

ADDITIONAL CONSIDERATIONS

1. It is understood that **<u>only</u>** Joe and Terry Morneau may retain their Mobile Home and remain on the property for the extent of their natural lives for an annual lease of $500.00. If they choose to move, then they must remove their mobile home within 30 days. If it is not removed it becomes the property of the City of Coburg.

2. The Morneau's will retain the use of the main house and the outbuildings until the property is paid in full by December 31, 2022.

3. Not paying the full amount up front saves the City interest on borrowed funds and allows for decisions to be made about how the remainder of the balance will be paid by December 31, 2022. For example, should the General Fund, Park Department pay a portion of the purchase because one acre will be set aside for park land. This would require that the property is listed on the SDC accepted project schedule (which will have a council process). It would be eligible for SDC funds if they are available at the time of final payment.
4. Staff research has found that the City does not need to annex to create park and open space on the property. It will be an application to the County to set aside the 1 acre of park land.
5. The property is a Heritage Property with the home being nearly 100 years old. The owners wish to provide for the Community's needs for additional water but also provide for a heritage site that not only honors their mother, but all farming families in the Coburg community and the history of farming in Coburg. Thus the requested park name.
6. The Heritage Committee will work in partnership with the Park and Tree Committee to plan for how the site becomes a heritage park. Allowing for time for this process to take place.

BUDGET / FINANCIAL IMPACT

The funding for the purchase of this property is budgeted. The City has been approved for reimbursed funding through Business Oregon as part of the full Water project. The down payment on the property will be made out of the water capital fund and reimbursed. The final payment on the property will be paid by December 31, 2022 but it is yet to be determined which fund or funds will cover the final payment. This will be decided over the next 18 months.

RECOMMENDATION AND ALTERNATIVES

Staff recommends that the Council adopt resolution 2020-17.

The alternative is to not adopt it and the purchase of the property would not take place. However, there are little to no alternatives of appropriate land for the water project at this time.

PUBLIC NOTICE/INVOLVEMENT

A newsletter regarding the water project as a whole was provided to the community through social media and In addition, this was part of the budget process and approved by the budget committee. The budget hearing allowed for public comment on the budget.

NEXT STEPS

The Staff will move forward to purchase the property through escrow. The final purchase will take place when the City has determined that indeed there is sufficient water on the property. A test drill has taken place and the water needed is present.

ATTACHMENTS

A. Resolution 2020-17
B. Purchase and Sale Agreement
C. Real Estate Lease Agreement

REVIEWED THROUGH

Gary Darnielle, City Attorney
Brian Harmon, Public Works Director

RESOLUTION 2020-17

A RESOLUTION APPROVING THE PURCHASE OF PROPERTY LOCATED AT 91430 Stallings Lane, Eugene, Oregon

WHEREAS, the City's Water Master Plan dated July, 2016 calls for the development of additional water source for the City of Coburg; and

WHEREAS, the City has been funded to purchase property and develop such water source through Business Oregon as approved in December, 2018; and

WHEREAS, the Council gave the City Administrator permission to negotiate the purchase of property for such water source on April 21, 2020; and

WHEREAS, the property at 91430 Stallings Lane, Eugene, Oregon was determined to be a suitable property for an additional water source; and

WHEREAS, staff negotiated a purchase price and conditions for the purchase of the property owned by Julia E. Morneau Revocable Trust.

NOW THEREFORE, THE COBURG CITY COUNCIL RESOLVES AS FOLLOWS:

The City Council of the City of Coburg hereby approves the purchase of the property located at 91430 Stallings Lane for the purpose of placing an additional water source for the City of Coburg. The approval includes all conditions as stated in Addendum A of the Purchase and Sale Agreement.

Adopted by the **City Council** of the **City of Coburg**, Oregon, by a vote of _ for and _ against, this 8th day of September 2020.

_____
Ray Smith, Mayor

ATTEST:

_____
Sammy L. Egbert, City Recorder

COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW WASHINGTON
PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY
(Oregon Commercial Form)

AGENCY ACKNOWLEDGMENT

Buyer shall execute this Acknowledgment concurrent with the execution of the Agreement below and prior to delivery of that Agreement to Seller. Seller shall execute this Acknowledgment upon receipt of the Agreement by Seller, even if Seller intends to reject the Agreement or make a counter-offer. In no event shall Seller's execution of this Acknowledgment constitute acceptance of the Agreement or any terms contained therein.

Pursuant to the requirements of Oregon Administrative Rules (OAR 863-015-0215), both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and by execution below acknowledge and consent to the agency relationships in the following real estate purchase and sale transaction as follows:

(a) Seller Agent: _____ of _____ firm (the "Selling Firm") is the agent of (check one): ☐ Buyer exclusively; ☐ Seller exclusively; ☐ both Seller and Buyer ("Disclosed Limited Agency").

(b) Buyer Agent: Lilly Storment of Evans Elder Brown & Seubert firm (the "Buying Firm") is the agent of (check one): ☒ Buyer exclusively; ☐ Seller exclusively; ☐ both Seller and Buyer ("Disclosed Limited Agency").

If the name of the same real estate firm appears in both Paragraphs (a) and (b) above, Buyer and Seller acknowledge that a principal broker of that real estate firm shall become the Disclosed Limited Agent for both Buyer and Seller, as more fully set forth in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and the named real estate agent(s).

ACKNOWLEDGED

Buyer: (print) City of Coburg C/O Anne Heath (sign) [signature] Date: 7-8-2020

Seller: (print) Julia E. Morneau Rev. Living Trust C/O Joe Morneau & Jeanne McKibben

(sign) [signature] Date: 7-16-2020

[No further text appears on this page.]

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PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (OREGON)
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PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY

This PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (this "Agreement") is accepted, made and entered into on the later of the two dates shown beneath the parties' signatures on the signature page attached hereto (the "Execution Date"):

BETWEEN: Julia E. Morneau Rev. Living Trust C/O Joe Morneau & Jeanne McKibben ("Seller")
Address: 91430 Stallings Lane Eugene OR 97408
Home Phone: _____
Office Phone: _____
Fax No.: _____
E-Mail: _____

AND: City of Coburg C/O Anne Heath _____ ("Buyer")
Address: PO Box 8316 Coburg Oregon 97408
Home Phone: _____
Office Phone: _____
Fax No.: _____
E-Mail: _____

1. Purchase and Sale.

1.1 Generally. In accordance with this Agreement, Buyer agrees to buy and acquire from Seller, and Seller agrees to sell to Buyer the following, all of which are collectively referred to in this Agreement as the "Property:" (a) the real property and all improvements thereon generally described or located at 91430 Stallings Lane in the City of Eugene, County of Lane, Oregon Map 16-03-29-00 Tax Lot 03100 legally described on Exhibit A, attached hereto (the "Real Estate") **(if no legal description is attached, the legal description shall be based on the legal description provided in the Preliminary Report (described in Section 5), subject to the review and approval of both parties hereto)**, including all of Seller's right, title and interest in and to all fixtures, appurtenances, and easements thereon or related thereto; (b) all of Seller's right, title and interest, if any, in and to any and all lease(s) to which the Real Estate is subject (each, a "Lease"); and (c) any and all personal property located on and used in connection with the operation of the Real Estate and owned by Seller (the "Personal Property"). If there are any Leases, see Section 21.1, below. The occupancies of the Property pursuant to any Leases are referred to as the "Tenancies" and the occupants thereunder are referred to as "Tenants." If there is any Personal Property, see Section 21.2, below.

1.2 Purchase Price. The purchase price for the Property shall be Five Hundred Twelve Thousand Five Hundred dollars ($512,500) (the "Purchase Price") which shall be adjusted, as applicable, by the net amount of credits and debits to Seller's account at Closing (defined below) made by Escrow Holder pursuant to the terms of this Agreement. The Purchase Price shall be payable as follows:

1.2.1 Earnest Money Deposit.

(a) Within Three (3) days of the Execution Date, Buyer shall deliver into Escrow (as defined herein), for the account of Buyer, $500 as earnest money, which shall be applicable but non-refundable, (the "Earnest Money") in the form of:

☐ Promissory note (the "Note"); ☒ Check; or ☐ Cash or other immediately available funds.

If the Earnest Money is being held by the ☐ Selling Firm ☒ Buying Firm, then the firm holding such Earnest Money shall deposit the Earnest Money in the ☒ Escrow (as hereinafter defined) ☐ Selling Firm's Client Trust Account

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☐ Buying Firm's Clients' Trust Account, no later than 5:00 PM Pacific Time three (3) business days after such firm's receipt, but in no event later than the date set forth in the first sentence of this Section 1.2.1(a).

(b) If the Earnest Money is in the form of a Note, it shall be due and payable ☐ no later than 5:00 PM Pacific Time three (3) days after the Execution Date; ☐ after satisfaction or waiver by Buyer of the conditions to Buyer's obligation to purchase the Property set forth in this Agreement; or ☐Other: _____. If the terms of the Note and this Agreement conflict, the terms of this Agreement shall govern. If the Note is not redeemed and paid in full when due, then: (i) the Note shall be delivered and endorsed to Seller (if not already in Seller's possession); (ii) Seller may collect the Earnest Money from Buyer, either pursuant to an action on the Note or an action on this Agreement; and (iii) Seller shall have no further obligations under this Agreement.

(c) The purchase and sale of the Property shall be accomplished through an escrow (the "Escrow") that Seller has established or will establish with Cascade Title and Escrow, 811 Willamette Street Eugene OR 97401 (the "Escrow Holder") within 5 days after the Execution Date. Except as otherwise provided in this Agreement: (i) any interest earned on the Earnest Money shall be considered to be part of the Earnest Money; (ii) the Earnest Money shall be non-refundable upon satisfaction or waiver of all Conditions as defined in Section 2.1; and (iii) the Earnest Money shall be applied to the Purchase Price at Closing.

1.2.2 Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price at closing by ☐ cash or other immediately available funds; or ☒ Other: _____. $269,500 due at closing and the remaining $242,500 shall be due and payable no later than December 31, 2023 (see addendum A).

1.3 Section 1031 Like-Kind Exchange. Each party acknowledges that either party (as applicable, the "Exchanging Party") may elect to engage in and affect a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, involving the Property (or any legal lot thereof) (a "1031 Exchange"). The non-exchanging party with respect to a 1031 Exchange is referred to herein as the "Cooperating Party." Buyer and Seller each hereby agrees to reasonably cooperate with the other in completing each such 1031 Exchange; provided, however, that such cooperation shall be at the Exchanging Party's sole expense and shall not delay the Closing for the Property. Accordingly, the Exchanging Party may assign the Exchanging Party's rights with respect to the Property (or any legal lot thereof) to a person or entity for the purpose of consummating a 1031 Exchange ("Intermediary"), provided that such assignment does not delay the Closing for the Property (or applicable legal lot thereof), or otherwise reduce or diminish the Exchanging Party's liabilities or obligations hereunder. Such assignment by the Exchanging Party shall not release the Exchanging Party from the obligations of the Exchanging Party under this Agreement. The Cooperating Party shall not suffer any costs, expenses or liabilities for cooperating with the Exchanging Party and shall not be required to take title to the exchange property. The Exchanging Party agrees to indemnify, defend and hold the Cooperating Party harmless from any liability, damages and costs arising out of the 1031 Exchange.

2. Conditions to Purchase.

2.1 Buyer's obligation to purchase the Property is conditioned on the following:

☐ None;

☒ Within 60 days of the Execution Date, Buyer's approval of the results of (collectively, the "General Conditions"): (a) the Property inspection described in Section 3 below; (b) the document review described in Section 4 below; and (c) The Buyers ability to establish a well with acceptable gallons per minute for public drinking water use; (d) Buyers review and acceptance of a Level I environmental report paid for and provided by the Buyer; (e) Buyer and Seller agreeing to a post-closing occupancy agreement (see addendum A); (f) Approval by all appropriate governmental agencies for Buyers intended use.

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☐ Within _____ days of the Execution Date, Buyer's receipt of confirmation of satisfactory financing (the "Financing Condition"); and/or

☐ Other _____ [Other conditions must be specifically identified].

The General Conditions, Financing Conditions or any other Conditions noted shall be defined as "Conditions."

2.2 If, for any reason in Buyer's sole discretion, Buyer has not timely given written waiver of the Conditions set forth in Section 2.1, or stated in writing that such Conditions have been satisfied, by notice given to Seller within the time periods for such conditions set forth above, this Agreement shall be deemed automatically terminated, the Earnest Money shall be promptly returned to Buyer, and thereafter, except as specifically provided to the contrary herein, neither party shall have any further right or remedy hereunder.

3. Property Inspection. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk, to enter the Property at reasonable times after reasonable prior notice to Seller and after prior notice by Seller to the Tenants as required by the applicable Leases, if any, to conduct any and all inspections, tests, and surveys concerning the structural condition of the improvements, all mechanical, electrical and plumbing systems, hazardous materials, pest infestation, soils conditions, wetlands, Americans with Disabilities Act compliance, zoning, and all other matters affecting the suitability of the Property for Buyer's intended use and/or otherwise reasonably related to the purchase of the Property including the economic feasibility of such purchase. If the transaction contemplated in this Agreement fails to close for any reason (or no reason) as a result of the act or omission of Buyer or its agents, Buyer shall promptly restore the Property to substantially the condition the Property was in prior to Buyer's performance of any inspections or work. Buyer shall indemnify, hold harmless, and defend Seller from all liens, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising from or relating to Buyer's entry on and inspection of the Property. This agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

4. Seller's Documents. Within 7 days after the Execution Date, Seller shall deliver to Buyer or Buyer's designee, legible and complete copies of the following documents, including without limitation, a list of the Personal Property, and other items relating to the ownership, operation, and maintenance of the Property to the extent now in existence and to the extent such items are or come within Seller's possession or control: including any documents relating to the physical, legal and economic aspects of the property in the sellers possession or reasonably attainable by the seller.

5. Title Insurance. Within 7 days after the Execution Date, Seller shall cause to be delivered to Buyer a preliminary title report from the title company (the "Title Company") selected by Seller (the "Preliminary Report"), showing the status of Seller's title to the Property, together with complete and legible copies of all documents shown therein as exceptions to title ("Exceptions"). Buyer shall have 7 days after receipt of a copy of the Preliminary Report and Exceptions within which to give notice in writing to Seller of any objection to such title or to any liens or encumbrances affecting the Property. Within 7 days after receipt of such notice from Buyer, Seller shall give Buyer written notice of whether it is willing and able to remove the objected-to Exceptions. Without the need for objection by Buyer, Seller shall, with respect to liens and encumbrances that can be satisfied and released by the payment of money, eliminate such exceptions to title on or before Closing. Within 7 days after receipt of such notice from Seller (the "Title Contingency Date"), Buyer shall elect whether to: (i) purchase the Property subject to those objected-to Exceptions which Seller is not willing or able to remove; or (ii) terminate this Agreement. If Buyer fails to give Seller notice of Buyer's election, then such inaction shall be deemed to be Buyer's election to terminate this Agreement. On or before the Closing Date (defined below), Seller shall remove all Exceptions to which Buyer objects and which Seller agrees, or is deemed to have agreed, Seller is willing and able to remove. All remaining Exceptions set forth in the Preliminary Report and those Exceptions caused by or agreed to by Buyer shall be deemed "Permitted Exceptions."

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6. Default; Remedies. Notwithstanding anything to the contrary contained in this Agreement, in the event Buyer fails to deposit the Earnest Money in Escrow strictly as and when contemplated under Section 1.2.1 above, Seller shall have the right at any time thereafter, but prior to Buyer's deposit of the Earnest Money to Escrow, to terminate this Agreement and all further rights and obligations hereunder by giving written notice thereof to Buyer. If the conditions, if any, to Buyer's obligation to consummate this transaction are satisfied or waived by Buyer and Buyer fails, through no fault of Seller, to close on the purchase of the Property, Seller's sole remedy shall be to retain the Earnest Money paid by Buyer. In the event Seller fails, through no fault of Buyer, to close the sale of the Property, Buyer shall be entitled to pursue any remedies available at law or in equity, including without limitation, the return of the Earnest Money paid by Buyer or the remedy of specific performance. In no event shall either party be entitled to punitive or consequential damages, if any, resulting from the other party's failure to close the sale of the Property.

7. Closing of Sale.

7.1 Buyer and Seller agree the sale of the Property shall be consummated, in Escrow, ☐ on or before _____ or ☒ Within 10 days after the conditions set forth in Sections 2.1, 3, 4 and 5 have been satisfied or waived in writing by Buyer (the "Closing" or the "Closing Date"). The sale of the Property shall be deemed closed when the document(s) conveying title to the Property is/are delivered and recorded and the Purchase Price is disbursed to Seller.

7.2 At Closing, Buyer and Seller shall deposit with the Escrow Holder all documents and funds required to close the transaction in accordance with the terms of this Agreement. At Closing, Seller shall deliver a certification in a form provided by the Escrow Holder confirming whether Seller is or is not a "foreign person" as such term is defined by applicable law and regulations.

7.3 At Closing, Seller shall convey fee simple title to the Property to Buyer by ☒ statutory warranty deed or ☐ _____ (the "Deed"). At Closing, Seller shall cause the Title Company to deliver to Buyer a standard ALTA form owner's policy of title insurance (the "Title Policy") in the amount of the Purchase Price insuring fee simple title to the Property in Buyer subject only to the Permitted Exceptions and the standard preprinted exceptions contained in the Title Policy. Seller shall reasonably cooperate in the issuance to Buyer of an ALTA extended form policy of title insurance. Buyer shall pay any additional expense resulting from the ALTA extended coverage and any endorsements required by Buyer.

8. Closing Costs; Prorations. Seller shall pay the premium for the Title Policy, provided, however, if Buyer elects to obtain an ALTA extended form policy of title insurance and/or any endorsements, Buyer shall pay the difference in the premium relating to such election. Seller and Buyer shall each pay one-half (1/2) of the escrow fees charged by the Escrow Holder. Any excise tax and/or transfer tax shall be paid in accordance with the local custom determined by the Title Company and applicable law. Real property taxes for the tax year of the Closing, assessments (if a Permitted Exception), personal property taxes, rents and other charges arising from existing Tenancies paid for the month of Closing, interest on assumed obligations, and utilities shall be prorated as of the Closing Date. If applicable, prepaid rents, security deposits, and other unearned refundable deposits relating to Tenancies shall be assigned and delivered to Buyer at Closing. ☒ Seller ☐ Buyer ☐ N/A shall be responsible for payment of all taxes, interest, and penalties, if any, upon removal of the Property from any special assessment or program.

9. Possession. Seller shall deliver exclusive possession of the Property, subject to the Tenancies (if any) existing as of the Closing Date, to Buyer ☐ on the Closing Date or ☒ See Addendum A regarding post-closing occupancy agreement.

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10. Condition of Property. Seller represents that Seller has received no written notices of violation of any laws, codes, rules, or regulations applicable to the Property ("Laws"). Seller represents that, to the best of Seller's knowledge without specific inquiry, Seller is not aware of any such violations or any concealed material defects in the Property. Unless caused by Buyer, Seller shall bear all risk of loss and damage to the Property until Closing, and Buyer shall bear such risk at and after Closing. Except for Seller's representations set forth in this Section 10 and the attached Exhibit E, Buyer shall acquire the Property "AS IS" with all faults and Buyer shall rely on the results of its own inspection and investigation in Buyer's acquisition of the Property. It shall be a condition of Buyer's Closing obligation that all of Seller's representations and warranties stated in this Agreement are materially true and correct on the Closing Date. Seller's representations and warranties stated in this Agreement shall survive Closing for one (1) year.

11. Operation of Property. Between the Execution Date and the Closing Date, Seller shall continue to operate, maintain and insure the Property consistent with Seller's current operating practices. After Buyer has satisfied or waived the conditions to Buyer's obligation to purchase the Property, and the Earnest Money is non-refundable, Seller may not, without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, enter into: (a) any new leases or occupancy agreements for the Property; (b) any material amendments or modification agreements for any existing leases or occupancy agreements for the Property; or (c) any service contracts or other agreements affecting the Property that are not terminable at the Closing.

12. Assignment. Assignment of this Agreement: ☐ is PROHIBITED; ☐ is PERMITTED, without consent of Seller; ☐ is PERMITTED ONLY UPON Seller's written consent; ☒ is PERMITTED ONLY IF the assignee is an entity owned and controlled by Buyer. **Assignment is PROHIBITED, if no box is checked**. If Seller's written consent is required for assignment, such consent may be withheld in Seller's reasonable discretion. In the event of a permitted assignment, Buyer shall remain liable for all Buyer's obligations under this Agreement.

13. Arbitration. **IF AND ONLY IF THIS SECTION IS INITIALED BY EACH OF BUYER AND SELLER, THE FOLLOWING SHALL APPLY TO THIS AGREEMENT:**

ANY DISPUTE BETWEEN BUYER AND SELLER RELATED TO THIS AGREEMENT, THE PROPERTY, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT WILL BE RESOLVED BY ARBITRATION GOVERNED BY THE OREGON UNIFORM ARBITRATION ACT (ORS 36.600 et seq.) AND, TO THE EXTENT NOT INCONSISTENT WITH THAT STATUTE, CONDUCTED IN ACCORDANCE WITH THE RULES OF PRACTICE AND PROCEDURE FOR THE ARBITRATION OF COMMERCIAL DISPUTES OF ARBITRATION SERVICES OF PORTLAND ("ASP"). THE ARBITRATION SHALL BE CONDUCTED IN PORTLAND, OREGON AND ADMINISTERED BY ASP, WHICH WILL APPOINT A SINGLE ARBITRATOR HAVING AT LEAST FIVE (5) YEARS EXPERIENCE IN THE COMMERCIAL REAL ESTATE FIELD IN THE _____ GEOGRAPHIC AREA (IF BLANK IS NOT COMPLETED, PORTLAND METROPOLITAN AREA). ALL ARBITRATION HEARINGS WILL BE COMMENCED WITHIN THIRTY (30) DAYS OF THE DEMAND FOR ARBITRATION UNLESS THE ARBITRATOR, FOR SHOWING OF GOOD CAUSE, EXTENDS THE COMMENCEMENT OF SUCH HEARING. THE DECISION OF THE ARBITRATOR WILL BE BINDING ON BUYER AND SELLER, AND JUDGMENT UPON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE PARTIES ACKNOWLEDGE THAT, BY AGREEING TO ARBITRATE DISPUTES, EACH OF THEM IS WAIVING CERTAIN RIGHTS, INCLUDING ITS RIGHTS TO SEEK REMEDIES IN COURT (INCLUDING A RIGHT TO A TRIAL BY JURY), TO DISCOVERY PROCESSES THAT WOULD BE ATTENDANT TO A COURT PROCEEDING, AND TO PARTICIPATE IN A CLASS ACTION.

_____ _____

Initials of Buyer Initials of Seller

14. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an

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attorney are retained, to interpret or enforce any provision of this Agreement or with respect to any dispute relating to this Agreement, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

15. Statutory Notice. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN Notice ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010

16. Cautionary Notice About Liens. UNDER CERTAIN CIRCUMSTANCES, A PERSON WHO PERFORMS CONSTRUCTION-RELATED ACTIVITIES MAY CLAIM A LIEN UPON REAL PROPERTY AFTER A SALE TO THE PURCHASER FOR A TRANSACTION OR ACTIVITY THAT OCCURRED BEFORE THE SALE. A VALID CLAIM MAY BE ASSERTED AGAINST THE PROPERTY THAT YOU ARE PURCHASING EVEN IF THE CIRCUMSTANCES THAT GIVE RISE TO THAT CLAIM HAPPENED BEFORE YOUR PURCHASE OF THE PROPERTY. THIS INCLUDES, BUT IS NOT LIMITED TO, CIRCUMSTANCES WHERE THE OWNER OF THE PROPERTY CONTRACTED WITH A PERSON OR BUSINESS TO PROVIDE LABOR, MATERIAL, EQUIPMENT OR SERVICES TO THE PROPERTY AND HAS NOT PAID THE PERSONS OR BUSINESS IN FULL.

17. Brokerage Agreement. For purposes of Sections 14 and 17 of this Agreement, the Agency Acknowledgement on page 1 this Agreement is incorporated into this Agreement as if fully set forth herein. Buyer agrees to pay a commission to Buyers Firm in the amount of either: ☐ _____ percent (_____%) of the Purchase Price or ☒ Separate Agreement. Such commission shall be divided between Selling Firm and Buying Firm such that Selling Firm receives _____ percent (_____%) and Buying Firm receives _____ percent (_____%). Seller shall cause the Escrow Holder to deliver to Selling Firm and Buying Firm the real estate commission on the Closing Date or upon Seller's breach of this Agreement, whichever occurs first. If the Earnest Money is forfeited by Buyer and retained by Seller in accordance with this Agreement, in addition to any other rights the Selling Firm and Buying Firm may have, the Selling Firm and the Buying Firm, together, shall be entitled to the lesser of: (i) fifty percent (50%) of the Earnest Money; or (ii) the commission agreed to above, and Seller hereby assigns such amount to the Selling Firm and the Buying Firm.

18. Notices. Unless otherwise specified, any notice required or permitted in, or related to this Agreement must be in writing and signed by the party to be bound. Any notice will be deemed delivered: (a) when personally delivered; (b) when delivered by facsimile or electronic mail transmission (in either case, with confirmation of delivery); (c) on the day following delivery of the notice by reputable overnight courier; or (d) on the day following

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delivery of the notice by mailing by certified or registered U.S. mail, postage prepaid, return receipt requested; and in any case shall be sent by the applicable party to the address of the other party shown at the beginning of this Agreement, unless that day is a Saturday, Sunday, or federal or Oregon State legal holiday, in which event such notice will be deemed delivered on the next following business day.

19. Miscellaneous. Time is of the essence of this Agreement. If the deadline under this Agreement for delivery of a notice or performance of any obligation is a Saturday, Sunday, or federal or Oregon State legal holiday, such deadline will be deemed extended to the next following business day. The facsimile and/or electronic mail transmission of any signed document including this Agreement in accordance with Section 18 shall be the same as delivery of an original. At the request of either party, the party delivering a document by facsimile and/or electronic mail will confirm such transmission by signing and delivering to the other party a duplicate original document. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements between them. Without limiting the provisions of Section 12 of this Agreement, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and assigns. Solely with respect to Sections 14 and 17, Selling Firm and Buying Firm are third party beneficiaries of this Agreement. The person signing this Agreement on behalf of Buyer and the person signing this Agreement on behalf of Seller each represents, covenants and warrants that such person has full right and authority to enter into this Agreement and to bind the party for whom such person signs this Agreement to its terms and provisions. Neither this Agreement nor a memorandum hereof shall be recorded unless the parties otherwise agree in writing.

20. Governing Law. This Agreement is made and executed under, and in all respects shall be governed and construed by, the laws of the State of Oregon.

21. Lease(s) and Personal Property.

21.1 Leases.

21.1.1 If required by Buyer or Buyer's lender and provided for in such Tenant's Lease, Seller shall use commercially reasonable efforts to deliver to Buyer, at least _____ days (three (3) if not filled in) before the Closing Date, a Tenant estoppel certificate, reasonably acceptable to Buyer, pertaining to each Lease at the Property in effect as of the Closing Date (each, a "Tenant Estoppel"). Such Tenant Estoppels shall be dated no more than _____ days (fifteen (15) if not filled in) prior to the Closing Date and shall certify, among other things: (a) that the Lease is unmodified and in full force and effect, or is in full force and effect as modified, and stating the modifications; (b) the amount of the rent and the date to which rent has been paid; (c) the amount of any security deposit held by Seller; and (d) that neither party is in default under the Lease or if a default by either party is claimed, stating the nature of any such claimed default. If Seller has not obtained Tenant Estoppels from all Tenants of the Property, then Seller shall execute and deliver to Buyer a Tenant Estoppel with respect to any such Lease setting forth the information required by this Section 21.1 and confirming the accuracy thereof.

21.1.2 If applicable, the assignment of the Lease(s) by Seller, and assumption of the Lease(s) by Buyer shall be accomplished by executing and delivering to each other through Escrow an Assignment of Lessor's Interest under Lease substantially in the form of Exhibit B attached hereto (the "Assignment").

21.2 Personal Property. If applicable, Seller shall convey all Personal Property to Buyer by executing and delivering to Buyer at Closing through Escrow (as defined below), a Bill of Sale substantially in the form of Exhibit C attached hereto (the "Bill of Sale"). A list of such Personal Property shall be attached to the Bill of Sale.

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22. Residential Lead-Based Paint Disclosure. IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978, BUYER AND SELLER MUST COMPLETE THE LEAD-BASED PAINT DISCLOSURE ADDENDUM ATTACHED HERETO AS EXHIBIT D.

23. Addenda; Exhibits. The following named addenda and exhibits are attached to this Agreement and incorporated within this Agreement:

- ☐ Exhibit A – Legal Description of Property [REQUIRED]
- ☐ Exhibit B – Assignment of Lessor's Interest under Lease (if applicable)
- ☐ Exhibit C – Bill of Sale (if applicable)
- ☐ Exhibit D – Lead Paint Disclosure Addendum (if applicable)
- ☐ Exhibit E – AS IS Exceptions (if applicable)

24. Time for Acceptance. If Seller does not return to Buyer a signed and dated version of this Agreement on or before 5:00 PM Pacific Time on July 10, 2020, then the Earnest Money shall be promptly refunded to Buyer and thereafter, neither party shall have any further right or obligation hereunder.

25. OFAC Certification. The Federal Government, Executive Order 13224, requires that business persons of the United States not do business with any individual or entity on a list of "Specially Designated nationals and Blocked Persons" - that is, individuals and entities identified as terrorists or other types of criminals. Buyer hereinafter certifies that:

25.1 It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, specially designated national and/or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

25.2 It has not executed this Agreement, directly or indirectly on behalf of, or instigating or facilitating this Agreement, directly or indirectly on behalf of, any such person, group, entity, or nation.

Buyer hereby agrees to defend, indemnify, and hold harmless Seller from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. This certification by Buyer and agreement to indemnify, hold harmless, and defend Seller shall survive Closing or any termination of this Agreement.

Buyer Signature: _____ Date: 7-8-2020

CONSULT YOUR ATTORNEY. THIS DOCUMENT HAS BEEN PREPARED FOR SUBMISSION TO YOUR ATTORNEY FOR REVIEW AND APPROVAL PRIOR TO SIGNING. NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE COMMERCIAL ASSOCIATION OF REALTORS® OREGON/SW WASHINGTON OR BY THE REAL ESTATE AGENTS INVOLVED WITH THIS DOCUMENT AS TO THE LEGAL SUFFICIENCY OR TAX CONSEQUENCES OF THIS DOCUMENT.

THIS FORM SHOULD NOT BE MODIFIED WITHOUT SHOWING SUCH MODIFICATIONS BY REDLINING, INSERTION MARKS, OR ADDENDA.

Buyer _____

By 7-8-2020

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Title City Administrator

Date 7-8-2020

Seller Acceptance. By execution of this Agreement, Seller agrees to sell the Property on the terms and conditions in this Agreement.

Seller _____

By _____

Title _____

Date _____

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CRITICAL DATE LIST:

The last party to execute this Agreement shall complete the information below (the "Critical Date List"), initial where indicated, and return a copy of the same to the other party for such party's review. This Critical Date List is for reference purposes only and, in the event of a conflict between this Critical Date List and the Agreement, the terms of the Agreement shall prevail.

	DATE:
• Execution Date (Introductory paragraph):	_____
• Earnest Money due date (Section 1.2.1(a)):	_____
• Seller shall open Escrow with the Escrow Holder (Section 1.2.1(a)):	Before _____
• Seller shall deliver Seller's documents to Buyer (Section 4):	Within _____ days after the Execution Date
• Seller shall deliver Preliminary Report to Buyer (Section 5):	Within _____ days after the Execution Date
• Buyer's title objection notice due to Seller (Section 5):	Within _____ days after receipt of the Preliminary Report
• Seller's title response due to Buyer (Section 5):	Within _____ days after receipt of Buyer's title objection notice
• Title Contingency Date (Section 5):	Within _____ days after receipt of Seller's title response
• Expiration date for satisfaction of General Conditions (Section 2.1):	Within _____ days of the Execution Date
• Expiration date for satisfaction of Financing Condition (Section 2.1):	Within _____ days of the Execution Date
• By this date, Buyer must deliver the notice to proceed contemplated in Section 2.2.	Within _____ days of the Execution Date
• Closing Date (Section 7.1):	_____

Initials of Buyer: _____ Initials of Seller: _____

Initials of Buyer: _____ Initials of Seller: _____

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

ATTACHED

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Legal Description

Borrower							
Property Address	91430 Stallings Ln						
City	Eugene	County	Lane	State	OR	Zip Code	97408
Lender/Client							

After recording return to:
Lee D. Kersten
260 Country Club Road, Suite 210
Eugene, OR 97401

Send Tax Statements to:
Julia Emma Morneau, Trustee
91430 Stallings Lane
Eugene, Or 97408

Division of Chief Deputy Clerk
Lane County Deeds and Records

2001-077411

$26.00

00234081200100774110010010

11/20/2001 10:11:45 AM

RPR-DEED Cnt=1 Stn=7 CASHIER 07
$5.00 $11.00 $10.00

WARRANTY DEED

Julia E. Morneau, Grantor, conveys and warrants to Julia Emma Morneau or her successor(s) in interest, as Trustee of the Julia E. Morneau Revocable Living Trust, (a revocable grantor-type trust without set expiration date) Grantee, dated November 19, 2001, the following-described real property:

From the Northeast corner of the Mannaweather Brown Donation Land Claim No. 50 in Township 16 South, Range 3 West of the Willamette Meridian, run South 89° 55' West 29.52 chains; thence South 0° 11' West 43.9425 chains to the true point of beginning of this tract; thence South 0° 11' West 3.3725 chains; thence North 89° 55' East 14.83 chains; thence North 0° 5 ½' East 3.3725 chains; thence South 89° 55' West 14.83 chains to the point of beginning, in Lane County, Oregon;

Save and except a roadway 20.0 feet wide along the East line as set out in deed recorded June 1, 1945, Book 289, Page 263, Lane County Oregon Deed Records.

The true and actual consideration paid for this transfer, stated in terms of dollars, is $0.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

The property is free from all encumbrances except those of record.

In construing this deed and where the context so requires, the singular includes the plural.

Grantor/Grantee certifies that said Trust is a revocable grantor-type trust under the terms of which the Grantor/Grantee continues to have authority to use, possess, and dispose of the subject property to the same degree as was had prior to this conveyance during the entirety of the life of Grantor/Grantee.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Grantor:

Julia E. Morneau

Dated November 19, 2001.

STATE OF OREGON, County of Lane)ss.

Personally appeared before me on November 19, 2001, the above-named Julia E. Morneau and acknowledged the foregoing instrument to be her voluntary act and deed.

OFFICIAL SEAL
JANET M DOOLITTLE
NOTARY PUBLIC-OREGON
COMMISSION NO. 323024
MY COMMISSION EXPIRES JUL 14, 2003

Notary Public for Oregon

EXHIBIT B

RECORDING REQUESTED BY _____ AND _____
WHEN RECORDED MAIL TO:
Company: _____
Address:_____
City, State, Zip _____

ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of this _____ day of _____,_____, by and between_____, a _____ ("Assignor"), and _____, a _____ ("Assignee").

RECITALS

This Assignment is entered into on the basis of and with respect to the following facts, agreements and understandings:

A. On _____, _____, Assignor, as "Lessor," and _____, _____ as "Lessee," entered into a certain Lease, pursuant to which said Lessor leased to said Lessee certain real property in the City of _____, County of _____, State of _____ (the "Premises"), which Premises are a portion of the property more particularly described on Exhibit A, attached hereto and made part hereof by this reference (the "Property"). Said Lease is hereinafter referred to as the "Lease."

B. By an instrument dated of even date herewith and recorded prior to this instrument, Assignor sold and conveyed its fee interest in and to the Property to Assignee and, in conjunction therewith, Assignor agreed to assign its interest as Lessor under the Lease to Assignee and Assignee agreed to assume the obligations of the Lessor under the Lease, all as more particularly set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements set forth herein, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs, personal representatives, successors and assigns, all of Assignor's right, title and interest as Lessor under the Lease.

2. Acceptance of Assignment and Assumption of Obligations. Assignee hereby accepts the assignment of the Lessor's interest under the Lease and, for the benefit of Assignor, assumes and agrees faithfully to perform all of the obligations which are required to be performed by the Lessor under the Lease on or after the Effective Date (defined below).

3 Effective Date. The effective date of this Assignment and each and every provision hereof is and shall be _____ (the "Effective Date"). **(If no dated is identified, the Effective Date shall be the date the deed from Assignor to Assignee is recorded.)**

4. Assignor's Indemnity of Assignee. Assignor hereby agrees to defend (with counsel reasonably satisfactory to Assignee) and indemnify Assignee, its heirs, personal representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignor as Lessor under the Lease, including without limitation

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any breach or default committed or alleged to have been committed by the Lessor under the Lease, prior to the Effective Date.

5 Assignee's Indemnity of Assignor. Assignee, for itself and on behalf of its heirs, personal representatives, successors and assigns, hereby agrees to defend (with counsel reasonably satisfactory to Assignor) and indemnify Assignor, its partners, and their respective directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignee, its heirs, personal representatives, successors and assigns, as Lessor under the Lease, including without limitation any breach or default committed or alleged to have been committed by the Lessor under the Lease, on or after the Effective Date.

6. Successors and Assigns. This Assignment, and each and every provision hereof, shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

7. Governing Law. This Assignment shall be construed and interpreted and the rights and obligations of the parties hereto determined in accordance with the laws of the state where the Property is located.

8. Headings and Captions. The headings and captions of the paragraphs of this Assignment are for convenience and reference only and in no way define, describe or limit the scope or intent of this Assignment or any of the provisions hereof.

9. Gender and Number. As used in this Assignment, the neuter shall include the feminine and masculine, the singular shall include the plural and the plural shall include the singular, as the context may require.

10. Multiple Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Attorneys' Fees. In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, including without limitation any proceeding under the U.S. Bankruptcy Code, is instituted, or the services of an attorney are retained, to interpret or enforce any provision of this Assignment or with respect to any dispute relating to this Assignment, the prevailing or non-defaulting party shall be entitled to recover from the losing or defaulting party its attorneys', paralegals', accountants', and other experts' fees and all other fees, costs, and expenses actually incurred in connection therewith (the "Fees"). In the event of suit, action, arbitration, or other proceeding, the amount of Fees shall be determined by the judge or arbitrator, shall include all costs and expenses incurred on any appeal or review, and shall be in addition to all other amounts provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the respective dates set opposite their signatures below, but this Assignment on behalf of such party shall be deemed to have been dated as of the date first above written.

ASSIGNOR: _____

ASSIGNEE: _____

[Acknowledgement page follows.]

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Acknowledgment for Assignor

STATE OF_____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2_____, by _____as _____ of _____ a(n) _____, on behalf of the _____.

_____
Notary Public for Oregon
Printed Name:_____
My Commission Expires:_____

Acknowledgment for Assignee

STATE OF_____)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2_____, by _____as _____ of _____ a(n) _____, on behalf of the _____.

_____
Notary Public for Oregon
Printed Name:_____
My Commission Expires:_____

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EXHIBIT C
BILL OF SALE

_____ a _____ ("Seller"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby bargain, transfer, convey and deliver to _____, a _____ ("Buyer"), its successors and/or assigns:

All of the personal property owned by Seller (collectively, "Personal Property") located in or on the real property located at _____ in the City of _____, County of _____, State of _____, which Personal Property is more particularly described on Schedule 1 attached hereto and incorporated herein by reference.

Seller hereby covenants with Buyer that said Personal Property is free and clear of and from all encumbrances, security interests, liens, mortgages and claims whatsoever and that Seller is the owner of and has the right to sell same. Seller, on behalf of itself and its successors, does hereby warrant and agree to defend the title in and to said Personal Property unto Buyer, its successors or assigns against the lawful claims and demands of all persons claiming by or through Seller.

IT IS UNDERSTOOD AND AGREED THAT BUYER HAS EXAMINED THE PERSONAL PROPERTY HEREIN SOLD AND THAT THIS SALE IS MADE "AS IS, WHERE IS" AND SELLER DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OTHER THAN THE WARRANTY OF TITLE SET FORTH ABOVE, AS TO THE PERSONAL PROPERTY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer and Seller agree that this Bill of Sale shall be effective upon the delivery thereof by Seller to Buyer.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed this _____ day of _____, _____.

SELLER:

_____

BUYER:

_____

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EXHIBIT D
LEAD-BASED PAINT DISCLOSURE ADDENDUM
(TO BE COMPLETED IF THE PROPERTY CONSISTS OF RESIDENTIAL HOUSING BUILT PRIOR TO 1978)

Seller and Buyer are parties to that certain Commercial Association of Realtors® Oregon / SW Washington Purchase and Sale Agreement and Receipt for Earnest Money (Oregon Commercial Form) dated _____ _____, 20_____ (the "Purchase Agreement") for the sale of the Property described therein. Capitalized terms used in this addendum without definition shall have the meanings given them in the Purchase Agreement. Except as expressly modified by this addendum and any other addendum to the Purchase Agreement executed by Buyer and Seller, the Purchase Agreement is unmodified. This addendum and the Purchase Agreement may not be modified except in a writing signed by both Seller and Buyer.

LEAD WARNING STATEMENT

EVERY PURCHASER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY ON WHICH A RESIDENTIAL DWELLING WAS BUILT PRIOR TO 1978 IS NOTIFIED THAT SUCH PROPERTY MAY PRESENT EXPOSURE TO LEAD FROM LEAD-BASED PAINT THAT MAY PLACE YOUNG CHILDREN AT RISK OF DEVELOPING LEAD POISONING. LEAD POISONING IN YOUNG CHILDREN MAY PRODUCE PERMANENT NEUROLOGICAL DAMAGE, INCLUDING LEARNING DISABILITIES, REDUCED INTELLIGENCE QUOTIENT, BEHAVIORAL PROBLEMS AND IMPAIRED MEMORY. LEAD POISONING ALSO POSES A PARTICULAR RISK TO PREGNANT WOMEN. THE SELLER OF ANY INTEREST IN RESIDENTIAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY INFORMATION ON LEAD-BASED PAINT HAZARDS FROM RISK ASSESSMENTS OR INSPECTIONS IN THE SELLER'S POSSESSION AND NOTIFY THE BUYER OF ANY KNOWN LEAD-BASED PAINT HAZARDS. A RISK ASSESSMENT OR INSPECTION FOR POSSIBLE LEAD-BASED PAINT HAZARDS IS RECOMMENDED PRIOR TO PURCHASE.

AGENT'S ACKNOWLEDGMENT

Seller Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and Agent is aware of his/her responsibility to ensure compliance.

SELLER'S DISCLOSURE

.1 **Presence of lead-based paint and/or lead-based paint hazards (check one below):**

☐ Seller has knowledge of lead-based paint and/or lead-based paint hazards in the housing (explain).

_____

_____

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

.2 **Records and reports available to Seller (check one below):**

☐ Seller has provided Buyer with all available records and reports relating to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

_____

_____

☐ Seller has no reports or records relating to lead-based paint and/or lead-based paint hazards in the housing.

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PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (OREGON)
ALL RIGHTS RESERVED

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they provided is true and accurate. A photocopy of this completed LEAD-BASED PAINT DISCLOSURE ADDENDUM, together with a copy of any documents listed in Section 2 of Seller's Disclosure above, may be treated as an original.

Seller Agent_____ Date_____ ← Seller_____ Date_____ ←

Selling Firm_____ Seller_____ Date_____ ←

BEFORE BUYER IS OBLIGATED TO PURCHASE THIS PROPERTY UNDER ANY PURCHASE AND SALE AGREEMENT, BUYER'S AND SELLER'S SIGNATURES ARE REQUIRED ON THE FORM BELOW.

BUYER'S ACKNOWLEDGMENT

.1 Buyer has received copies of all information listed above in Section 2 of Seller's Disclosure of this form.

.2 Buyer has received the pamphlet "Protect Your Family from Lead in Your Home."

.3 Buyer has (check one below):

☐ Elected a ten (10) day opportunity (or mutually agreed upon period) to conduct a ☐ risk assessment or ☐ inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, providing Buyer the right to rescind the Purchase Agreement by written notice to Seller no later than the end of such agreed upon 10 day period if Buyer is not satisfied in Buyer's sole discretion with the results of such risk assessments or inspection, as applicable. Buyer and Seller hereby agree the ten (10) day period described in the preceding sentence shall begin _____ and end _____. Buyer's failure to provide written notice of Buyer's election to rescind the Purchase Agreement to Seller on or before _____ _____, 20_____ shall be deemed a waiver of Buyer's right to rescind as provided in this addendum. If Buyer timely elects to rescind the Purchase Agreement as provided herein, the Earnest Money shall be returned to Buyer, together with any interest thereon.

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Buyer_____ Date_____ ←

Buyer_____ Date_____ ←

CERTIFICATION OF ACCURACY

This section must be signed by Buyer before Seller signs lines below. The following parties have reviewed the information and certify, to the best of their knowledge, that the information they provided herein is true and accurate.

Buyer_____ Date_____ ← Seller_____ Date_____ ←

Buyer_____ Date_____ ← Seller_____ Date_____ ←

Buyer Agent_____ Date_____ ← Seller Agent_____ Date_____ ←

Buying Firm_____ Seller Firm_____

LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE

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EXHIBIT E
AS IS EXCEPTIONS

☐ None
☐ _____
☐ _____
☐ _____

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PURCHASE AND SALE AGREEMENT AND RECEIPT FOR EARNEST MONEY (OREGON)
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ADDENDUM A
TO PURCHASE AND SALE AGREEMENT
AND RECEIPT FOR EARNEST MONEY

PARTIES: Julia E. Morneau Rev. Living Trust C/O Joe Morneau & Jeanne McKibben **(Seller)**

City of Coburg C/O Anne Heath **(Buyer)**

PROPERTY: **91430 Stallings Lane Eugene OR 97408**
Map & Tax Lot# 16-03-29-00-03100

DATE: July 8, 2020

RECITALS:

A. The parties hereto are parties to that certain Purchase and Sale Agreement and Receipt for Earnest Money for real property in Eugene, Lane County, Oregon, dated July 8, 2020.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties incorporate the above Recitals by this reference and hereto agree as follows:

AGREEMENT:

1. Buyer and Seller agree the purchase price shall be paid as follows; $500 cash down, non-refundable but applicable to the purchase price at closing; $269,500 payable in cash at closing and the remaining balance of $242,500 payable in cash no later than December 31, 2022 in order to avoid interest.
2. Buyer and Seller agree that no interest shall accrue against unpaid balance if paid by December 31, 2022.
3. Buyer and Seller agree interest shall accrue at 5% per annum beginning January 1, 2023 until balance is paid, no pre-payment penalties.
4. Buyer and Seller agree that approximately One (1) acre of the property will be designated and remain open space/public land until annexed into the city of Coburg, wherein it will be designated as a city park and named "Julia Morneau Heritage Park".
5. Buyer and Seller agree that a certain redwood tree situated on the property shall remain on the property for the life of the tree or until its presence interferes with the Buyers intended use of the property.
6. Buyer and Seller agree that during the term of Sellers occupancy, Buyer shall have adequate ingress and egress over existing driveway to allow Buyer to maintain Buyers intended use of the property.
7. Buyer and Seller agree Buyer will obtain a permit of entry to conduct due diligence relating to Buyers intended use.
8. Buyer and Seller agree that Buyer shall return soil to previous condition if it is concluded that a well cannot be established on the property.
9. Buyer and Seller agree to enter into a post-closing occupancy agreement wherein Sellers will continue to occupy the property until the City of Coburg pays the remaining balance of $242,500 in full.
10. Buyer and Seller agree that the sale excludes any personal property located on the premises including the 1996 manufactured home currently occupied by the Seller.
11. Buyer and Seller agree that Seller will have the responsibility to provide insurance for and

upkeep of the Main House and Outbuilding sin their present condition until such time tha the purchase of the property is paid in full.

All other terms and conditions of the Purchase and Sale agreement and Receipt for Earnest Money shall remain in full force and effect.

BUYER:
City of Coburg C/O Anne Heath

By: Anne Heath

Date: 7-8-2020

SELLER:
Julia E. Morneau Rev. Living Trust C/O Joe Morneau & Jeanne McKibben

By: Joseph Morneau / Jeanne McKibben

Date: 7-16-2020

2 – ADDENDUM A TO PSA

REAL ESTATE LEASE AGREEMENT

THIS LEASE AGREEMENT, is made and entered into this_____day of_____2020, by and between

City of Coburg C/O Anne Heath hereinafter called the **Lessor**, and Joe & Terri Morneau , hereinafter called the **Lessee**.

In consideration of the covenants, agreements and stipulations herein contained on the part of the Lessee to be paid, kept and faithfully performed, the Lessor does hereby lease, demise and let unto the said Lessee those certain premises within the red dashed line outlined in Exhibit A, as is , situated in the City of Eugene , County of Lane and State of Oregon, at: 91430 Stallings Lane upon the following TERMS and CONDITIONS:

SECTION 1. OCCUPANCY

1.1 **Original Term.** The term of this lease shall commence on the closing date of the sale to the City of Coburg and continue for the natural lives of Joe and Terry Morneau or at the time that they elect to move from the property.

1.2 **Lease Area.** The lease area shall cover the portion of land within the red and blue dashed areas until the property is paid for in full (December 31, 2022). After the property is paid for in full, the lease area will be the red dashed area only.

1.3 **Possession.** Lessee's rights to possession and obligations under this lease shall commence on the date of closing of the sale of the property to the City of Coburg.

SECTION 2. RENT

2.1 Base Rent. Lessee shall pay to Lessor on or before July 15th of each year an amount equal to $500.00 per year for the term of the lease.

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

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

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

SECTION 3. REPAIRS AND MAINTENANCE

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

(a) Maintenance and repair of the driveway
(b) Maintenance of the Septic and Water Sytems

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

(a) Maintenance of all properties in their current condition within the red and blue dotted areas as illustrated in Exibit A until such time that the City pays for the Property in full at December 31, 2022. After the property is paid in full the leasee will

maintain in its current condition everything within the red dotted area on Exhibit A.

(b) Any Repairs necessitated by the negligence of Lessee, its agents, employees and invitees, except as provided in Paragraph 7.1 dealing with waivers of subrogation.

(c) Lessee is responsible for ordinary maintenance and repairs of the heating and air conditioning systems.

(d) Lessee is responsible for landscaping/yard maintenance on the portion of the Property as set forth on the Addendum and Exhibit A attached, and in Paragraph 1.2 of this agreement.

(e) Any repairs or alterations required under Lessee's obligation to comply with laws and regulations as set forth in Paragraph 4.2 (a) below.

(f) All other repairs to the premises which Lessor is not required to make under Paragraph 3.1 above and on the Property as set forth in Paragraph 1.2, above.

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

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

(i) Insurance coverage of the Main House and Outbuildings until such time that the full purchase of the property is completed between the City of Coburg and the Seller.

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

3.4 Reimbursement for Repairs Assumed. If either party fails or refuses to make repairs which are required by this Section 3, the other party may make the repairs, and charge the actual costs of repairs to the first party. Such expenditures by Lessor shall be reimbursed by Lessee on demand, together with interest at the rate of TWELVE (12%) percent per annum from the date of expenditure by Lessor. Such expenditures by Lessee may be deducted from rent and other payments subsequently becoming due, or, at Lessee's election, collected directly from Lessor. Except in an emergency creating an immediate risk of personal injury or property damage, neither party may perform repairs which are the obligation of the other party, and charge the other party for the resulting expenses unless at least THIRTY (30) days before work is commenced, the defaulting party is given notice in writing outlining with reasonable particularity the repairs required, and such party fails within that time to initiate such repairs in good faith.

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

SECTION 4. USE OF THE PREMISES

4.1 Permitted Use. The premises shall be used for _____residential occupancy_____ and for no other purpose without the written consent of Lessor. Lessor makes no representations as to the suitability of the premises for Lessees anticipated use(s), and Lessee acknowledges that Lessee has through its own due diligence determined suitability and, except as may be specially provided otherwise herein, hereby accepts the premises in the current "AS IS" condition.

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

(a) Conform to all applicable laws and regulations of any public authority affecting the premises, and the use, including any

requirements of any governmental agency relating to the use, storage, or spillage of any hazardous waste or materials, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use, but Lessee shall not be required to make any structural changes to effect such compliance unless such changes are required because of Lessee's specific use. Lessee shall indemnify and hold Lessor harmless from any and all liability, including Lessor's reasonable attorney's fees, which Lessor may incur by reason of any default of Lessee in compliance with this paragraph.

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

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

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

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

stated herein, or if the presence of Hazardous Material on the Leased Premises caused or permitted by Lessee at any time after execution of this Agreement, results in any contamination of the Leased Premises or any other private or public property, including, without limitation, sewers or streets, or if contamination of the Leased Premises by Hazardous Material otherwise occurs for which Lessee is legally liable to Lessor or to any third party for damages resulting therefrom, then:

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

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

5.3 As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of Oregon, or the United States Government. The term "Hazardous

Material" includes, without limitation, any material or substance which is designated as a hazardous substance pursuant to the Water Pollution Control Act (33 USC Section 1317); or defined as hazardous waste pursuant to the Resource Conservation and Recovery Act (42 USC Section 6901 et seq.); or defined as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC Section 9601 et seq.); or defined as a hazardous material pursuant to Article 90 of the Uniform Fire Code, as adopted by the City or County in which the subject property is located and, as amended from time to time.

SECTION 6. ALTERATIONS

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

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

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

SECTION 7. INSURANCE

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

7.2 Liability Insurance. Before taking possession of the premises, Lessee shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Lessee's costs: Public liability and property damage insurance in a responsible company with limits of not less than $1,000,000 dollars for injury to one person, $2,000,000 dollars for injury to two or more persons, and $1,000,000 dollars for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Lessee's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed to by Lessor's negligence, shall protect Lessee against the claims of Lessor on account of the obligations assumed by Lessee under Paragraph 7.1, and shall protect Lessor and Lessee against claims of third persons. Certificates evidencing such insurance, and bearing endorsements requiring TEN (10) days' written notice to Lessor prior to any change or cancellation shall be furnished to Lessor prior to Lessee's occupancy of the property.

SECTION 8. UTILITIES AND SERVICES

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

Utility and Service	Lessor	Lessee	REMARKS
Telephone	( )	(x)	
Electric Service	( )	(x)	
Natural Gas Service	( )	(x)	
Municipal Water Service	(x)	( )	
Sewer Service	(x)	( )	
Refuse Collection	( )	(x)	
Interior Janitorial Service	( )	(x)	
Storm Water Charges.....	( )	(x)	
Landscape Care & Maintenance .	( )	(x)	
Other.....	( )	( )	

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

SECTION 9. TAXES

9.1 Personal Property Taxes. Lessee shall pay all property taxes assessed against Lessee's inventory, equipment, appliances and other personal property located on the subject leased premises.

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

SECTION 10. DAMAGE AND DESTRUCTION

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

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

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

SECTION 11. EMINENT DOMAIN

11.1 Eminent Domain. The Lessor agrees to not inititiate eminent domain against any or all portions of the Property while the sales agreement and lease are in effect.

SECTION 12. LIABILITY AND INDEMNITY

12.1 Liens.

(a) Except with respect to activities for which Lessor is responsible, Lessee shall pay as due all claims for work done on and for services rendered or material furnished to the leased premises, and shall keep the premises free from any liens. If Lessee fails to pay any such claims or to discharge any lien, Lessor may do so, and collect the cost as additional rent. Any amount so added shall bear interest at the rate of TWELVE (12%) percent per annum from the date expended by Lessor, and shall be payable on demand. Such action by Lessor shall not constitute a waiver of any right or remedy which Lessor may have on account of Lessee's default.

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

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

SECTION 13. QUIET ENJOYMENT; MORTGAGE PRIORITY

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

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

Encumbrance thereon, or otherwise transferred by Lessor or any successor, Lessee shall attorn to the purchaser or transferee.

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

SECTION 14. ASSIGNMENT AND SUBLEASE

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

SECTION 15. DEFAULT

THE FOLLOWING SHALL BE EVENTS OF DEFAULT:

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

15.2 Default in Other Covenants. Failure of Lessee to comply with any term or condition, to fulfill any obligation of the lease (other than the payment of rent or other charges) within TWENTY (20) days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the TWENTY (20) day period, this provision shall be complied with if Lessee begins correction of the default within the TWENTY (20) day period, and thereafter proceeds with reasonable diligence, and in good faith to effect the remedy as soon as practicable.

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

15.4 Abandonment. Removal of the movile home from the property for more than ten (10) days, unless approved by the Lessor, shall constitute an abandonment of the property.

SECTION 16. REMEDIES ON DEFAULT

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

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

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

(a) The loss of reasonable rental value from the date of default until a new Lessee has been, or with the exercise of reasonable efforts could have been, secured.

(b) The reasonable costs of re-entry and reletting, including without limitation the cost of any clean up, refurbishing, removal of Lessee's property and fixtures, or any other expense occasioned by Lessee's failure to quit the premises upon termination, and to leave them in the required conditioning, any remodeling costs, attorney's fees, court costs, Agent commissions, and advertising costs.

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

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

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

SECTION 17. SURRENDER AT EXPIRATION

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

17.2 Fixtures.

(a) All fixtures, improvements or additions placed upon the leased premises during the lease term, other than Lessee's trade fixtures, shall, at Lessor's option, become the property of Lessor. If Lessor so elects, Lessee shall remove any or all fixtures which would otherwise remain the property of Lessor, and shall repair any physical damage resulting from the removal. If Lessee fails to remove such fixtures, Lessor may do so, and charge the cost to Lessee, with interest at the rate of twelve (12%) percent per annum, from the date of expenditure.

(b) Prior to expiration or termination of the lease term, Lessee shall remove all furnishings, furniture, and trade fixtures which remain its property. If Lessee fails to do so, this shall be an abandonment of the property, and Lessor may retain the property, and all rights of Lessee with respect to it shall cease, or, by notice in writing given to Lessee within TWENTY (20) days after removal was required, Lessor may elect to hold Lessee to its obligation or removal. If Lessor elects to require Lessee to remove, Lessor may effect a removal, and place the property in public storage for Lessee's account. Lessee shall be liable to Lessor for the cost of removal, transportation to storage, and storage costs, plus interest at the rate of twelve (12%) percent per annum, on all such expenses from the date of expenditure by Lessor.

17.3 Holdover.

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

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

SECTION 18. MISCELLANEOUS

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

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

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

18.4 Lessor's Right to Cure Defaults. If Lessee fails to perform any obligation under this lease, Lessor shall have the option to do so after THIRTY (30) days' written notice to Lessee. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand, with interest at the rate of TWELVE (12%) percent per annum from the due date until paid.

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

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

18.7 Interest on Rent or Other Charges. Any rent or other payment required of Lessee by this lease shall, if not paid within TEN (10) days after it is due, bear interest at the rate of twelve (12%) percent per annum from the due date until paid.

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

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

SECTION 20. ADDENDUM

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

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

LESSOR:	**LESSEE:**
_____	_____
By:_____	By: _____
Title: _____	Title: _____
By:_____	By:_____
Title:_____	Title: _____
DATE:_____	DATE: _____

ADDRESS:_____

ZIP: _____

PHONE: (_____)_____

FAX: (_____)_____

ADDRESS:_____

ZIP:_____

PHONE: (____)_____

FAX: (_____)_____

Rev. 5/2019

ADDENDUM

PARTIES: Joe & Terri Morneau **(Lessee)**

City of Coburg C/O Anne Heath **(Lessor)**

PROPERTY: **91430 Stallings Lane Eugene OR 97408**
Map & Tax Lot# 16-03-29-00-03100

DATE: July , 2020

AGREEMENT:

1. Lessor and Lessee agree this lease agreement is extended to Joe and Terri Morneau and will be extended to the end of their natural lives. It is not extended to any family member.
2. Lessor and Lessee agree that lessee may have a caretaker for health or for assistance with property maintenance on the premises through December 31, 2022 or until such time the property is paid in full. This does not apply to the mobile home for which the lessee will have full ownership.
3. Lessor and Lessee agree that the leased premises shall be the area contained within the red and blue dashed lines until such time that the City pays for the property in full (December 31, 2022). After paid in full the lease shall be limited to the area in the red dashed area. This shall include the outbuilding located on the property (see exhibit A).
4. Lessor and Lessee agree that Lessee is responsible for all operating expenses associated with the single-family residence and outbuildings located inside the blue dashed areas until such time that the City pays in full for the property.
5. Lessor and Lessee agree that Lessee shall be given driveway access as reasonably needed for the residence.
6. Lessor and Lessee agree that Lessor shall utilize, manage and maintain the driveway.
7. Lessor and Lessee agree that Lessor will ensure water is available to the residence at all times in an amount acceptable for reasonable residential use.
8. Lessor and Lessee agree the Lessor will maintain the septic system on the property.
9. Lessor and Lessee agree that upon expiration of the lease, the mobile home must be removed from the premises at Lessees expense within 60 days or upon settlement of any applicable probate.
10. Lessor and Lessee agree the City of Coburg will receive ownership of the mobile home if Lessee fails to remove it from the premises within the time frame stated in item 9.

COBURG CITY COUNCIL
ACTION/ISSUE ITEM

TOPIC: Resolution 2020-18, Endorsing the Coburg Community Economic Development Committee to Participate in the Oregon Main Street (OMS) Program.

Meeting Date: September 8, 2020
Staff Contact: Megan Winner, RARE AmeriCorps Participant
Contact: 541-682-7862, megan.winner@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Approval of Resolution 2020-18, Oregon Main Street (OMS) Program Support.

Suggested Motion: ***I move to approve Resolution 2020-18, Endorsing participation in the Oregon Main Street Program.***

POLICIES OR CITY COUNCIL GOAL(S) ADDRESSED
City Council Goal #1 - Livability, Health, and Vitality
City Council Goal #6 – Economic Development

HISTORICAL
In February of 2020 the City Council set a workplan for Livability, Health, and Vitality and Economic Development that included the following objectives:

a) Continue to develop strong relationships with community partners and to support community festivals and events
b) Continue to investigate participation in Main Street initiative
c) Develop, participate, and provide leadership to community economic development efforts and establish workplan
d) Work with community partners to identify natural lead organizations for elements of economic development and work in partnership to implement workplan

In January of 2020, the Coburg Area Chamber of Commerce convened the Coburg Community Economic Development Committee (EDC) in partnership with the City of Coburg. At that time, the purpose of the EDC, comprised of local and regional partners as well as residents, was to identify and prioritize goals then develop a workplan. In March of 2020, the EDC was put on hold due to the global COVID-19 pandemic. On July 22nd, 2020 the EDC reconvened and began discussing the Main Street Program. The City of Coburg has been in Tier 1 of the Program for several years but was not previously ready for further implementation. On August 12th, 2020

the EDC decided to move forward with Oregon Main Street and submit an application for Tier 2 of the OMS Program, titled Exploring Downtown. This application requires the support of the City of Coburg.

BUDGET

There is no cost to enter Tier II of the Mainstreet Program

City staff will provide support for the implementation of Main Street to the Coburg Area Chamber of Commerce Coburg Community Economic Development Committee.

PUBLIC INVOLVEMENT

None at this time.

NEXT STEPS

- Completion and submittal of Tier 2 application
- Workplan development

ATTACHMENTS

A. Resolution 2020-18
B. Main Street Overview
C. Application

REVIEWED BY:

Anne Heath, City Administrator
Sammy Egbert, City Recorder

DRAFT
RESOLUTION 2020-18

A RESOLUTION ENDORSING PARTICIPATION IN THE OREGON MAIN STREET PROGRAM.

WHEREAS, the Oregon Main Street Program has been established to assist cities and towns in developing a public/private effort to revitalize urban neighborhoods and traditional central business district areas; and

WHEREAS, the Oregon Main Street Program will accept new cities or towns to participate in its ongoing program and receive intensive technical assistance from the Oregon Main Street Program; and

WHEREAS, Coburg participates in Tier 1 of the Oregon Main Street Program; and

WHEREAS, Coburg has a non-profit business organization, the Coburg Area Chamber of Commerce, which hosts an Economic Development Committee; and,

WHEREAS, the City of Coburg City Council has set a goal of economic development of Coburg within the context of the preservation and rehabilitation of its historic commercial buildings, recognizing that the Main Street Program is one of many economic and community development tools available and that it is location specific; and

WHEREAS, Coburg recognizes that a commitment to commercial district revitalization is an ongoing process requiring long-term attention, community support and involvement, and a full public/private partnership that is expected to last indefinitely; and

WHEREAS, there is support from the Coburg Area Chamber of Commerce Economic Development Committee to participate in the Oregon Main Street Program.

NOW, THEREFORE, BE IT RESOLVED that the City of Coburg endorses the submission of this application, and agrees to participate in the development and support of the local Main Street Program for the duration of its existence.

Adopted by the **City Council** of the **City of Coburg**, Oregon, by a vote of ___ for and ___ against, this 8th day of September 2020.

_____
Ray Smith, Mayor

ATTEST:

_____
Sammy L. Egbert, City Recorder

MAIN STREET PROGRAM OVERVIEW

Oregon Main Street (OMS) is part of Heritage Programs in Oregon Parks and Recreation Department. OMS is designed to assist with the revitalization of traditional downtowns and historic commercial districts, promote economic development, and encourage historic preservation. The program uses an approach that advocates a return to community self-reliance, local empowerment, and the rebuilding of central business districts based on their assets, unique architecture, personal service, local ownership and entrepreneurship, and sense of community.

OMS coordinates resources and provides technical assistance based on the Main Street Approach® (Organization, Promotion, Economic Vitality, and Design) to communities that are working in historically relevant business district settings and that meet certain threshold criteria. Oregon Main Street requires all potential candidates to submit an application.

NATIONAL MAIN STREET HISTORY

Concerned about continuing threats to Main Streets' commercial architecture and aware of the need to stimulate economic activity in small-city downtowns, the National Trust for Historic Preservation launched a community demonstration project (1977-1980) that resulted in the creation of the Main Street Four-Point Approach® and establishment of the National Main Street Center (NMSC). NMSC was spun off into its own non-profit subsidiary of the National Trust in 2013 and undertook an intensive review of the Main Street model and a re-branding effort leading to the creation of the Main Street America™ brand.

Main Street America™ is a program of the National Main Street Center. What sets Main Street America™ apart is the powerful network: the unique combination of grassroots dedication to comprehensively improving quality of life at the local level; integral support and expertise provided by Coordinating Programs at the city, county, and state level; and leadership and direction from the NMSC. Main Street America™ is also a special mark of distinction. It is a seal, recognizing that participating programs, organizations, and communities are part of a national movement with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns.

OREGON MAIN STREET HISTORY

Oregon Main Street (OMS) was established by the legislature in 2007 and opened up applications for communities to participate in 2008. Originally housed in Oregon Business Development Department (then known as Oregon Economic and Community Development), the program was jointly administered by OBDD and the State Historic Preservation Office through June 2011. Oregon Parks and Recreation Department accepted OMS into Heritage Programs when OBDD's focus switched to traded sector economic development beginning in July 2011.

Prior to the current OMS, the Oregon Downtown Development Association was the original iteration of the main street program in Oregon becoming the seventh state main street program in the country in 1981 and accepting the first five main street cities in 1983 (La Grande, The Dalles, Klamath Falls, Hillsboro, and Bend). In 1994, ODDA became Livable Oregon with downtown revitalization as one area of focus. Livable Oregon spun Oregon Downtown Development Association off as an independent non-profit again in 1999. ODDA eventually severed the relationship with the National Main Street Center in 2002 and focused on consulting and planning efforts. ODDA eventually dissolved in 2012 and gave their remaining financial assets to OMS.

MAIN STREET APPROACH®

The Main Street Approach® is centered around Transformation Strategies. A Transformation Strategy articulates a focused, deliberate path to revitalizing or strengthening a downtown or commercial district's economy. A program's work on Transformation Strategies should be organized around the Four Points: Economic Vitality, Design, Promotion, and Organization. A revitalization program's work – and its Transformation Strategies – need to be informed by a solid understanding of local and regional market data, and sustained and inclusive community engagement. With a set of strategies in place, the organization will then assess what kinds of activities, resources, people-power across the Four Points will be necessary to bring the strategy to life. Progress will be measured by economic metrics and quality outcomes.

PROCESS

COMMUNITY VISIONING

Visioning should be a community driven process that brings stakeholders from all sectors together, inviting them to be proactive participants in the downtown revitalization process. This can provide a foundation for outlining the community's own identity, expectations, and ideals while confirming real and perceived perceptions, needs, and opportunities.

DOWNTOWN TRANSFORMATION STRATEGY

Typically, communities will find two or three Transformation Strategies are needed to help reach a community's vision for downtown. A short term strategy could be to develop a public program like murals or engage local students for public projects. A long term strategy could be to develop new zoning codes which promote types of buildings such as tiny homes without requiring special permits. The work within any strategy would integrate the Four Points.

IMPLEMENTATION AND MEASURE

To succeed, a Main Street program must show visible results that can only come from completing projects. Short term and long term activities should add up to meaningful change. A Main Street program should be able to demonstrate wise use of resources, which translate to real change on the ground: new jobs added, new businesses open, and buildings being rehabilitated as examples of metrics of success. Any strategy should be thought of as a way to support the community's vision with meaningful, measurable outcomes.

MAIN STREET FOUR POINTS®

Transformation Strategies are implemented through comprehensive work in four broad areas, known as the Four Points.

Organization involves getting everyone working toward the same goal and assembling the appropriate human and financial resources to implement a Main Street revitalization program. A governing board and volunteers or specific project committees make up the fundamental organizational structure of the volunteer-driven program. Volunteers are coordinated and supported by a paid executive director as well. This structure not only divides the workload and clearly delineates responsibilities, but also builds consensus and cooperation among the various stakeholders.

Promotion sells a positive image of the commercial district and encourages consumers and investors to live, work, shop, play, and invest in the Main Street district. By marketing a district's unique characteristics to residents, investors, business owners and visitors, an effective promotional strategy forges a positive image through advertising, media relations, retail promotional activity, special events and marketing campaigns carried out by local volunteers. These activities improve consumer and investor confidence in the district and encourage commercial activity and investment in the area by identifying and appealing to the district's market niches.

Design means getting Main Street into top physical shape. Capitalizing on its best assets — such as historic buildings and pedestrian-oriented streets — is just part of the story. An inviting atmosphere, created through attractive window displays, well-managed parking areas, building improvements, street furniture, signs, sidewalks, lights and landscaping, conveys a positive visual message about the commercial district and what it has to offer. Design activities also include instilling good maintenance practices, as well as enhancing the physical appearance of the district and creating new productive commercial or residential space by rehabilitating historic buildings, encouraging appropriate new construction, developing sensible design management systems, and long-term planning.

Economic Vitality strengthens a community's existing economic assets while expanding and diversifying its economic base. The Main Street program helps sharpen the competitiveness of existing business owners, helps to foster entrepreneurial start-ups and expansions, and recruits compatible new businesses and new economic uses to build a commercial district to create jobs and to respond to today's consumers' needs. Converting unused or underused commercial space into economically productive property also helps boost the profitability and sales tax revenue of the district.

EIGHT GUIDING PRINCIPLES

The National Main Street Center's experience in helping communities bring their downtowns back to life has shown time and time again that the Main Street Four Point Approach succeeds only when combined with the following eight principles:

Comprehensive: A single project cannot revitalize a downtown. An ongoing series of initiatives is vital to build community support and create lasting progress.

Incremental: Small projects make a big difference. They demonstrate that "things are happening" and hone the skills and confidence the program will need to tackle more complex problems.

Self-Help: Only local leadership can initiate long-term success by fostering and demonstrating community involvement and commitment to the revitalization effort.

Public/Private Partnerships: The support and expertise of both the public and private sector is necessary for an effective partnership.

Capitalizing on Existing Assets: A key goal is to help communities recognize and make the best use of their unique offerings. Local assets provide the solid foundation for a successful program.

Quality: From storefront design to special events, quality must always be the main goal.

Change: Changing community attitudes and habits is essential for success. A carefully planned Main Street program will shift public perceptions and practices to support and sustain the revitalization process.

Action-Oriented: Frequent, visible changes in the look and activities of the downtown will reinforce the perception of positive change. Small but dramatic improvements show that the revitalization effort in underway.

Oregon Main Street Network
2020 Exploring Downtown Level Application

Oregon Main Street works with communities to develop comprehensive, incremental revitalization strategies based on a community's unique assets, character, and heritage. Services are based on the successful Main Street Approach developed by the National Main Street Center and include training and technical assistance. The goal is to build high quality, livable, and sustainable communities that will grow Oregon's economy while maintaining a sense of place.

An important objective of Oregon Main Street is to provide assistance to all communities in Oregon whether they are just beginning to explore options for their downtown or seeking national recognition as an accredited Main Street® town. To accomplish this, services are offered through a tiered system. **Exploring Downtown** is for communities starting a downtown revitalization effort and want to get organized based on the Main Street® model. Interested communities may join at any time by completing a brief application form.

Communities participating at this level must have:
- A cohesive core of historic or older commercial and mixed-use buildings that represent the community's architectural heritage and may include compatible in-fill.
- A sufficient mass of businesses, buildings, and density to be effective.
- A compact and pedestrian-oriented district.

Communities participating at the Exploring Downtown level agree to:
- Provide a local contact.
- Work towards forming a downtown revitalization organization within one year if one isn't already in place.
- Send a representative to at least one Oregon Main Street training per year. We find that communities that attend all of our training opportunities tend to move forward more quickly in their revitalization efforts.
- Take time to learn about the Main Street Approach®.

In exchange, the Oregon Main Street Program will provide:
- Invitation and notification of all statewide Oregon Main Street workshops and conferences.
- "Introduction to the Main Street Approach®" Community Presentation (as requested).
- Board Work Plan Retreat (as requested).
- Reconnaissance level historic building surveys.
- Telephone consultations.
- Oregon Main Street listserve access.
- Eligibility for the "Excellence in Downtown Revitalization" Awards and the OMS Revitalization Grant.
- Other types of assistance may be available depending on community readiness and staff availability.

Within three years, we expect communities participating at the Exploring Downtown level to have:
- The organizational structure in place to support the main street effort.
- Broad-based community support and involvement.

Submission Instructions:
- Application for the Oregon Main Street Exploring Downtown level may be submitted at any time.
- The answers to the questions are to help us serve your community effectively.
- All five questions must be answered and attachments provided.

Send form to: Sheri Stuart, Coordinator, Oregon Main Street
725 Summer Street N.E., Suite C, Salem, Oregon, 97301
Questions: 503.986.0679 or sheri.stuart@oregon.gov

Exploring Downtown Level Commitment Statement & Application:

1: Applicant Information

Name of Designated Contact Person & Title or Affiliation: Sharyl Abbaspour, Chamber President; Megan Winner, RARE AmeriCorps Participant
Downtown Organization or Host Entity (if applicable): Coburg Area Chamber of Commerce Economic Development Committee
Name of Community: Coburg
Population: 1,036 (2010 US Census)
County: Lane
Email Address of Contact Person: **sharylla@gmail.com**; megan.winner@ci.coburg.or.us
Mailing Address:
Phone Number of Contact Person**: 541.521.1717; 541.682.7862**
Website Address (if applicable): coburgchamber.com; coburgoregon.org

2: Briefly describe the economic and physical characteristics of your downtown district.

- **Attach a map of the primary focus area of your downtown revitalization effort.**

3: Briefly describe the structure of your organization or host entity (if you have a board of directors and officers, attach a list). How will the main street effort be implemented through this structure?

4: Briefly describe any efforts to improve the downtown or historic commercial district over the past 5 years.

5: How supportive is the community of the downtown (i.e., residents, downtown business and property owners, local government, etc.)? Attach a letter of support or resolution by the City.

6: Briefly describe what you hope to achieve by participating as an Exploring Downtown level community.

7. Certification: We agree to meet the requirements of Oregon Main Street as outlined above and will be eligible to receive Exploring Downtown level services from Oregon Main Street if the requirements are met. We understand that our Exploring Downtown level membership within the Oregon Main Street network does not authorize us to use the Main Street® trademark name and further understand that the Main Street® name is a trademarked brand, owned by the National Main Street Center.

_____ _____

Signature of Designated Contact Person Date

COBURG CITY COUNCIL
ACTION/ISSUE ITEM

TOPIC: I-5 Waterline Crossing Project

Meeting Date: September 8th 2020
Staff Contact: Brian Harmon Public Works Director
Contact: 541-682-7857 brian.harmon@ci.coburg.or.us

REQUESTED COUNCIL ACTION

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

RECOMMENDED MOTION: ***"I move to approve the I-5 Waterline Crossing Project contract between the City of Coburg and D & I Excavating Inc."***

BACKGROUND

As part of the multi project Water Master Plan upgrades it is essential to get water to the other side of the freeway and back. This crossing will provide water to the UGB Expansion and other users that have been promised water in past years. However, more importantly will provide water to the new reservoir that is also part of the Water Master Plan upgrades which will be located near the hills of Diamond Ridge Estates. This water line will not feed or be connected to the Diamond Ridge Estates. Branch engineering in conjunction with City staff have secured Right of Ways for the Crossing. There were six construction firms that bid on this part of the Water Master Plan upgrades. D & I Excavating Inc. out of Silverton Oregon was the low bidder at $271,142.75. Once we have an executed or signed contract with D & I Excavating Inc. we can schedule the Pre-construction Meeting and get their construction schedule. We are hoping to have the project done by November 20th 2020.

BUDGET

- The estimated cost of this contract is $271,172.75. The funding source for this project is Business Oregon and some Water SDC Funds.

RECOMMENDATIONS AND ALTERNATIVES

The alternatives for City Council include:

1. Take no action. If the Council chooses this step the contract will not awarded.
2. Approve the contract as drafted. The contract would become effective immediately and end with final completion on June 30th 2021.
3. Adopt an amended contract. Council may make suggestions for contract changes. However Council should consider that this contract language is the approved and required language of Business Oregon for the funded water projects.

PUBLIC INVOLVEMENT

N/A

NEXT STEPS

The next step would be to implement the contract.

ATTACHMENTS

A. draft – construction contract

REVIEWED THROUGH

Anne Heath, City Administrator
Gary Darneille City Attorney

INDEPENDENT CONTRACT SERVICES AGREEMENT
CITY OF COBURG

PROJECT: I-5 Waterline Crossing

Date: _____

Parties:

City of Coburg ("CITY")	and	D & I Excavating, Inc.
PO Box 8316		P.O. Box 1948
91136 N Willamette St.		610 Front Street
Coburg, Oregon 97408		Silverton, Oregon 97381

Additional Independent Contractor Information:

a. Type of Entity: Sole Proprietorship Partners ☐ Limited Liability Comp Corporation ☐
b. Address: P.O. Box 1948, Silverton, Oregon 97381
c. Telephone:503-873-4295
d. Fax No.503-873-4297
e. Email: _____
f. SSN or Federal ID: 27-5373518
g. Professional License(s) CCB #193460
(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: Derek Hansen

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 November 20, 2020, 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 I-5 Waterline Crossing proposal dated 8/20/2020

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 $**271,172.75.**
    a. Invoices will be directed to Branch Engineering, Attention Julie Huffman 310 5th Street, Springfield, Oregon 97477. Invoices may also be emailed to Julie Huffman at **julieh@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 by 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. **Assistance regarding Patent and Copyright Infringement.** In the event of any claim or suit against CITY on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any material furnished or work or services performed hereunder, Independent Contractor shall defend CITY against any such suit or claim and hold CITY harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit.

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

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

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

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

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

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

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

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

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

CITY OF COBURG
Signature _____
Anne Heath
Title: City Administrator Date: _____

Contract Service Provider
Name of Entity D & I Excavating, Inc.
Signature_____
Derek Hansen
Title: President Date: _____

EXHIBIT A

SCOPE OF SERVICES TO BE PERFORMED

Mobilization, Bonds and Insurance	$ 22,500.00
Temporary Work Zone Traffic Control	2,000.00
Erosion Control	10,050.00
Site Layout	1,750.00
Pothole Utility Conflicts	850.00
Saw Cutting – 42 ft.	210.00
Removal of Surfacing – 20 Square Yards	100.00
General Excavation - 285 Cubic Yards	11,115.00
Shoring. Cribbing and Cofferdam	5,100.00
HMAC Trench Resurfacing – 20 Yards	1,140.00
¾-0 Crushed Aggregate Base – 355 Ton	13,578.75
12 Inch 3900 Potable Water Pipe, fittings, & Couplings with Restrained Joints – 364 Ft.	13,559.00
Tunneling, Boring and Jacking	186,390.00
Site Restoration	2,800.00
Total	$271,142.75

EXHIBIT B

Construction Contract Requirements for Recipients of Safe Drinking Water financing

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

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

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

Clauses required in all Contracts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- *DBE Six Good Faith Efforts and Form*

☐ **American Iron Steel**

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

The Contractor acknowledges to and for the benefit of the *[insert name of water system Owner]* ("Purchaser") and the State of Oregon (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the 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 laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed,
without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
Sub recipients may obtain wage determinations from the U.S. Department of Labor’s web site, www.dol.gov.

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

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

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

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

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

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

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

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

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

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

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

(3) Payrolls and basic records.

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

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

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

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

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

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

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

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

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

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

(4) Apprentices and trainees

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

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

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

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may 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, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
2. Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c]

279B.235 Condition concerning hours of labor.

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

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

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

COBURG CITY COUNCIL
ACTION/ISSUE ITEM

TOPIC: Intergovernmental Agreement for Planning Support and Services

Meeting Date: 9/8/2020
Staff Contact: Anne Heath, City Administrator
Contact: 541-682-7871 **anne.heath@ci.coburg.or.us**

REQUESTED COUNCIL ACTION:

Consider approval to allow the City Administrator to execute an Intergovernmental Agreement with Lane Council of Governments for the purpose of providing Planning Support and Services

RECOMMENDED MOTION: ***"I move to approve the City Administrator to enter into an Intergovernmental Agreement with Lane Council of Governments for the purpose of providing Planning Support and Services to the City of Coburg.***

BACKGROUND
In July the City Planner resigned his position. LCOG has provided planning support for many years to Coburg. They are familiar with our plans and documents and work well with our staff. The City Administrator would like to take time before we enter into a hiring process for a new City Planner. During this time, we would like to look at the long-range planning needs of the City, get input from planning commission, staff, council and citizens, and then post a position that is in the best interest of Coburg. The agreement extends planning support through June 30, 2021, which provides ample time for the City to make decisions regarding our planning position. Should the City move toward hiring a planner prior to June 30, we need only give LCOG a 30-day notice that we will no longer be utilizing their services.

BUDGET
The not exceed in this contract is $80,000 through June 30, 2020. This is less than the cost of a full time planner with full benefits at the City. This could result in a need for a supplemental budget change but the funds overall are budgeted and would not exceed budget.

RECOMMENDATIONS AND ALTERNATIVES
Staff recommends that Council approve the City Administrator to execute this agreement

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PUBLIC INVOLVEMENT

N/A

NEXT STEPS

The next step would be to implement the agreement

ATTACHMENTS

A. Draft Intergovernmental Agreement

REVIEWED THROUGH

Sammy Egbert, City Recorder

INTERGOVERNMENTAL AGREEMENT

BETWEEN: **Lane Council of Governments** (LCOG), an organization of governments within Lane County, Oregon

AND: **City of Coburg** (AGENCY), a unit of local government of the State of Oregon

EFFECTIVE DATE: **September 1, 2020**

RECITALS

A. ORS 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have the authority to perform.

B. Provision of services for the remuneration specified in this agreement will mutually benefit the parties.

C. AGENCY and LCOG desire to enter into an agreement wherein LCOG will provide the services described in this agreement and Attachment A (attached hereto and incorporated herein by reference).

AGREEMENT

1. **Duration.** The agreement term shall take effect on the Effective Date and shall continue in place until June 30, 2021 or until earlier terminated pursuant to Paragraph 4 of this agreement.

2. **Services to be Provided.** LCOG agrees to provide services to AGENCY as outlined in Attachment A, Work Program.

3. **Compensation.** AGENCY shall pay LCOG upon receipt of an invoice, which shall be issued quarterly unless otherwise agreed to by the parties in writing. The invoice will reflect hourly rates for LCOG personnel plus any direct expenses associated with the Work performed. The hourly rates for service providers shall be as follows:

Classification	Hourly rate
Assistant Planner	$71.00
Principal Planner	$120.00
Attorney	$126.00

4. Exact rates are determined annually and can be obtained from LCOG. The total cost of this agreement shall not exceed $80,000, of which $57,000 shall be for Task 1 of on Attachment A, and $23,000 for Task 2, as assigned by the City Administrator.

5. **Termination.** Upon thirty days' prior written notice delivered to the persons designated in Paragraph 6 to receive notice, either party, without cause, may terminate its participation in this agreement.

6. **Amendments.** This agreement may be modified or extended by written amendment signed by both parties.

7. **Administration.** Each party designates the following person as its representative for purposes of administering this agreement. Either party may change its designated representative by giving written notice to the other as provided in paragraph 14.

For LCOG: Jacob Callister
859 Willamette St., Suite 500
Ph: 541-682-4114
Eugene, OR 97401-2910

For City of Coburg: Anne Heath
91136 N. Willamette St.
PO Box 8316, Coburg, OR 97408
Ph: 541-682-7871

8. **Records/Inspection.** AGENCY and LCOG shall each maintain records of its costs and expenses under this agreement for a period of not less than three full fiscal years following completion of this agreement. Upon reasonable advance notice, either party or its authorized representatives may from time to time inspect, audit, and make copies of the other party's records related to this agreement.

9. **Indemnification.** To the extent allowed by the Oregon Constitution and the Oregon Revised Statutes, each of the parties hereto agrees to indemnify, defend, and save the other harmless from any claims, liability or damages including attorney fees, at trial and on appeal, arising out of any error, omission or act of negligence on the part of the indemnifying party, its officers, agents, or employees in the performance of this agreement.

9. **Dispute Resolution**. The parties shall exert every effort to cooperatively resolve any disagreements they may have under this Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they agree to present their disagreements to a mutually agreeable mediator for mediation. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. This mediation procedure shall be followed to its conclusion prior to either party seeking relief from the court, except in the case of an emergency.

10. **Insurance.** Each party working under this agreement is either a subject employer under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires each to provide Worker's Compensation coverage for all its subject workers, or is an employer that is exempt under ORS 656.126.

11. **Subcontracting.** LCOG shall not subcontract the Work under this agreement, in whole or in part, without the AGENCY's prior written approval. LCOG shall require any approved subcontractor to agree, as to the portion of the Work subcontracted, to comply with all obligations of LCOG specified in this agreement. Notwithstanding the AGENCY's approval of a subcontractor, LCOG shall remain obligated for full performance of this agreement and AGENCY shall incur no obligation to any sub-contractor.

12. **Assignment.** Neither party shall assign this agreement in whole or in part, or any right or obligation hereunder, without the other party's written approval.

13. **Compliance With Laws.** LCOG shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations at all times and in the performance of the Work, including all applicable State and local public contracting provisions.

14. **Notices.** Any notices permitted or required by this agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the representative designated in paragraph 6. Either party may change its address by notice given to the other in accordance with this paragraph.

15. **Integration.** This agreement embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This agreement shall supersede all prior communications, representations or agreements, either oral or written, between the parties.

16. **Interpretation.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

LANE COUNCIL OF GOVERNMENTS:

By: _____
Brendalee S. Wilson, Executive Director

Date: _____

AGENCY: CITY OF COBURG

By: _____
Anne Heath, Coburg City Administrator

Date: _____

ATTACHMENT A
WORK PROGRAM

On request of AGENCY, LCOG shall provide the following services:

1. Provide Current Planning Support. LCOG will dedicate a planner to Coburg current planning support. The planner will spend a portion of their support hours in-person at Coburg City Hall, at the City Administrator's discretion, but not to exceed 20 hours a week. LCOG support staff may work on Coburg matters remotely as well.

   Current planning services will include but may not be limited to, processing land use applications, preparing staff reports for Planning Commission and City Council, preparing draft findings for recommended action, providing assistance in the interpretation of the Coburg development code and Comprehensive Plan, and planning assistance to City staff and residents as requested.

Task	**Responsibility**
Pre-application	City of Coburg/LCOG
Application intake	City of Coburg
Maintenance and housing of record	City of Coburg with LCOG Assistance
Completeness Review	LCOG
Noticing (including publication)	City of Coburg with LCOG Assistance
Internal comment request	LCOG
External comment request	LCOG
Staff Report and Findings	LCOG
PC packet preparation	LCOG
CC packet preparation	City of Coburg with LCOG Assistance
Attendance and presentation at PC/CC hearing	LCOG /City of Coburg
Notice of Decision	City of Coburg with LCOG Assistance

COBURG CITY COUNCIL
ACTION/ISSUE ITEM

TOPIC: Heritage Committee Appointment

Meeting Date: September 8, 2020
Staff Contact: Megan Winner, RARE AmeriCorps Participant
Contact: 541-682-7862, megan.winner@ci.coburg.or.us

REQUESTED COUNCIL ACTION

Consider appointment of Shannon Sardell to the Heritage Committee.

Recommended Motion: *I move to recommend Mayor Smith appoint Shannon Sardell to Heritage Committee, to fill the remainder of the unexpired term that expires in March 2022.*

BACKGROUND

Three Heritage Committee vacancies exist. Shannon Sardell submitted an application and demonstrated that she meets the requirements of the Heritage Committee. The Heritage Committee cannot take action as there are not enough members to constitute a quorum; however, the two Heritage Committee members have reviewed and provided a unanimous (2-0) recommendation to appoint the applicant.

Historic Preservation Ordinance (ORD 226.A):
Section 5.A. The Mayor, subject to City Council approval, shall appoint a Historic Landmark Advisory Commission, hereinafter referred to as the "Landmark Commission", of at least three but no more than five members with a demonstrated competence, knowledge, or interest in historic preservation with preference given to those with professional experience in the fields of preservation, architecture, archaeology, community history, building trades, real estate, or related specialties. At least two members shall consist of one Planning Commissioner, and one resident of the City of Coburg. In cases where there is not sufficient interest or it is difficult to find qualified members it is acceptable to accept commissioners from outside the City of Coburg. Members shall serve without compensation, but are eligible for reimbursement of expenses related to their service. At least member of the Commission shall reside within the Coburg Historic District.

Section 5.C. Initial appointments to the Landmark Commission shall be for terms of two and three years. The first and third position shall be appointed for three years, the second position for two years. The fourth and fifth positions, if filled shall have terms corresponding to the second and third positions, respectively. Subsequent terms of appointment shall be for

three years, or in the case of a replacement, for the remainder of the unexpired term. Members shall be eligible for reappointment.

RECOMMENDATION AND ALTERNATIVES

1. Appoint applicant to Heritage Committee.
2. Do not appoint applicant to position. This action would result in continued vacancies.
3. Taking no action would result in continued vacancies.

BUDGET / FINANCIAL IMPACT

The financial impact of this action is negligible.

PUBLIC INVOLVEMENT

None.

NEXT STEPS

If appointed, the new Heritage Committee member will be notified of the next scheduled meetings and be provided background materials.

ATTACHMENTS

A. Shannon Sardell Heritage Committee application
B. Recommendations from Heritage Committee members

REVIEWED THROUGH:

Anne Heath, City Administrator
Sammy Egbert, City Recorder

Recommendations for Shannon Sardell from HC to CC

Michelle Shattuck
Thu 8/20/2020 12:43 PM
To:WINNER Megan
I recommend that Shannon Sardell
be accepted to join the Heritage Committee.
Shannon has a background in historical preservation. She will
be a great asset to our committee.
Sent from my iPhone
Michelle Shattuck

Marissa Doyle
Fri 8/21/2020 3:42 PM
To:WINNER Megan; Michelle Shattuck michellekshattuck60@icloud.com

Hi Megan,

Recommendation for Shannon:

Please accept my recommendation of Shannon Sardell for the open position on the Heritage Committee. I have known Shannon through professional networking functions for a little over an year. I believe she would be a great asset to the Committee. As an architect with a background in Historic Preservation, she can help support the Historic district with her expertise as outlines on her application. Besides she is fun, outgoing and easy to talk to and can bring new a perspective to the committee.

Marissa Doyle, *AIA, NCARB*
541.636.2900 x2

M│D Architect + Design, Co.
P.O. Box 8302 │ Coburg, Oregon 97408
www.mdoylearchitect.com

Marissa Doyle <marissa@mdoylearchitect.com>

Fri 8/21/2020 3:42 PM

To: WINNER Megan <Megan.Winner@ci.coburg.or.us>; Michelle Shattuck <michellekshattuck60@icloud.com>

Hi Megan,

I looked through the booklet. It looks great! I don't know too much about the properties to give feedback, but I like how the layout, type and colors echo the City's website and how the booklet gives a lesson on Architectural styles.

Recommendation for Shannon:

Please accept my recommendation of Shannon Sardell for the open position on the Heritage Committee. I have known Shannon through professional networking functions for a little over an year. I believe she would be a great asset to the Committee. As an architect with a background in Historic Preservation, she can help support the Historic district with her expertise as outlines on her application. Besides she is fun, outgoing and easy to talk to and can bring new a perspective to the committee.

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Michelle Shattuck

Thu 8/20/2020 12:43 PM
To:WINNER Megan

I recommend that Shannon Sardell be accepted to join the Heritage Committee. Shannon has a background in historical preservation. She will be a great asset to our committee.

Sent from my iPhone
Michelle Shattuck

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
( ) Budget Committee
( ) Finance|Audit Committee
( ) Historic Preservation (Heritage Committee)
( ) Other please indicate_____

Name: Shannon Sardell_____ Phone: (541)954-8188_____

Email: ssardell@54arch.com_____

Physical Address: 1346 West Broadway, Eugene, OR 97402 Mailing Address: same

Occupation: Architect _____

How long have you lived in Coburg? I live in Eugene How long have you lived in Oregon? 38 years

Are you a registered Voter? _X_Yes _____No

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

AIA Eugene section board as secretary 2016-2018, University of Oregon Campus Planning Commission 2014-2018,

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

AIA Oregon, Architects in Schools, OSU Master Bee Keeper program

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

I do not have an agenda for the City of Coburg. I would like to understand what is important to the city and its residents and do what I can to help advocate and support the historic district and other historic resources.

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

Masters Degree in Historic Preservation from the University of Oregon, 2006; I taught courses within the Historic Preservation Program at the Univeristy of Oregon from 2008-2018; Director and Project Manager of the Pacific Northwest Preservation Field School 2008-2018; More than 10 Condition Assessments and Preservation Plans for buildings around the Pacific Northwest, Historic Structures Reports, also taught and have worked on Historic Survey and Inventory Projects in Eugene, Corvallis, and in the Longmire Historic District and Mount Rainier National Park.

Why would you like to be appointed to this position?

I would like to help Coburg work with building owners in a positive way with their historic district and the resource within it.

Signature: _____Date:___July 28, 2020_____

COBURG CITY COUNCIL
MONTHLY REPORTS

TOPIC: Finance Department Monthly Report

Meeting Date: September 8, 2020
Staff Contact: Tim Gaines, Finance Director
Contact: 541-682-7870, tim.gaines@ci.coburg.or.us

REQUESTED COUNCIL ACTION:
Information only

CITY COUNCIL GOAL
Fiscal Stewardship

ANAYLSIS
Important notes regarding month ended June 30, 2020:
June is the final month of the fiscal year if revenues and expenses were spread evenly throughout the year, the City should be at 100% of budget with each.

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

- **Whole City Revenue** received $4,950,099 or 64% of budgeted. Compared to $5,882,785 last year at June 30 month end which was 78%.
    - Expected development and correlated SDC revenues have not transpired.
    - The Water Project reimbursements did not meet the budgeted amounts for 2020. The project beginning did not go as quickly as we anticipated which included OHA and Business Oregon approvals to move forward the full project. Therefore, those revenues have been moved forward into future budget years.
    - Planning revenues in general did not meet budget due to development slow down. It is expected that this will pick back up in the next fiscal year.
    - An early analysis of lost revenues due to Covid -19 reflects very little impact on the City. Revenues in the general fund such as met or exceeded budget with the exception of land use filing fees, and SDC Administration fees.

- The last quarter of revenues received for items such as franchise fees, state shared revenues, gas tax, property tax, and tourism are not always received by June 30. These revenues are recorded as receivables at year-end and often not "in the bank" until July or August.
- Discussions with Lane County Assessor revealed that Coburg will likely not see a drop in tax collections in 2021 but will see a 3.5% increase. However, he did warn that we could see a drop in 2022 and 2023 if there is a decrease in home values due to the effects of Covid-19. We may have new homes by that time that could make up the losses.
- Tourism dollars were distributed prior to Covid-19 and therefore there was not a loss in budgeted dollars. This will change in the new year and we can predict a lower than usual county contribution. There was slight reduction in transient room tax.
- State fuel taxes were slightly under by $2,000.00. City Fuel taxes surpassed budget by $7,700.00 due to the increase in fuel tax to 6% starting April 1.
- Water and Sewer fees were above budget by 1% and 3%.
- The Water Project only realized 5% of the budgeted projection due to the delay in capital projects.

o **Whole City Expenses** are $5,125,157 which is 64% of budgeted. Compared to $5,472,970 last year at month end which was 78%. The following are important points to consider regarding expenses:

- Capital projects of the City are in process but don't always fall in the months expected.
- All of City Debt has been paid in the utility accounts.
- All Departments are operating within their budgets with the exception of:
  - Public Works Personnel Services. Due to increased cert pay by two public two public works employees, increased vacation balances and overtime in the spring months. It is under 10% so it is within budget law. The increased pressure and tasks on Public Works due to Covid is directly related.
- There is a 0% difference between Revenues received and Expenditures. Both are at 64%. In a good year we would prefer a 3% difference of Revenues over Expenses but given the year, this is acceptable and positive.

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

Finance/Audit Committee met on July 28 which is their regularly scheduled meeting. Their April meeting was cancelled due to Covid-19. They will meet again on October 27th when they will issue a report to City Council.

PUBLIC INVOLVEMENT
N/A

NEXT STEPS
Year-End Closing
Finance Director Training
Year-End Review – Kathy Taylor
Audit Preparation

ATTACHMENTS

A. **Budget Performance Analysis – General Fund**
B. **Full City Revenue and Expense charts**
C. **Fund Total Sheets – From Springbrook**
D. **Cash on Hand Spreadsheet**
E. **Checks written for June**
F. **Bank Statements – June**

CITY OF COBURG
GENERAL FUND BUDGET PERFORMANCE ANALYSIS
June 30, 2020

Account #	Account Name	HISTORICAL ACTUALS 2013-14	2014-15	2015-16	2016-17	2017-2018	2018-2019	CURRENT BUDGET YEAR Actual JUL	Actual AUG	Actual SEP	Actual OCT	Actual NOV	Actual DEC	Actual JAN	Actual FEB	Actual MAR	Actual APR	Actual MAY	Actual JUN	YTD ACT/PROJ	YTD BUDGET	Variance (Fav/UnFav)	YTD %
	TOTAL GENERAL FUND REVENUE	**2,112,600**	**1,523,483**	**2,372,938**	**1,920,492**	**2,322,272**	**2,764,876**	**94,863**	**93,076**	**92,671**	**137,025**	**564,472**	**362,491**	**113,891**	**112,463**	**112,411**	**35,759**	**27,334**	**389,973**	**2,136,429**	**2,516,068**	**-1,499,639.20**	**85%**
																					1,120,000	Beginning Fund Balance	
PERSONAL SERVICES																					**3,636,068**		
	ADMINISTRATION	100,974	296,470	279,982	305,091	339,253	412,997	28,199	42,213	38,643	47,328	34,807	39,086	40,729	32,145	36,503	52,041	25,472	35,087	**452,254**	**515,613**	**-63,359**	**-12%**
	PLANNING	52,923	1,173	32,473	49,664	60,154	87,192	3,954	6,044	5,677	8,541	5,710	5,666	5,513	5,513	6,539	9,238	5,841	10,327	**78,563**	73,269	**5,294**	**7%**
	POLICE	313,959	268,003	279,231	284,948	354,383	390,596	19,093	26,490	28,877	49,000	32,183	32,349	42,179	30,748	35,318	39,593	27,938	35,757	**399,526**	444,220	**-44,694**	**-10%**
	COURT	67,721	76,394	80,072	86,201	95,160	97,451	6,212	7,995	7,959	10,994	7,994	7,959	8,056	8,056	9,226	11,056	8,596	10,292	**104,394**	107,731	**-3,337**	**-3%**
	PUBLIC WORKS	0	209,057	306,212	298,864	273,993	330,627	23,162	28,376	29,680	43,187	30,720	30,921	30,181	30,080	34,713	42,324	31,775	39,469	**394,586**	380,469	**14,117**	**4%**
	TOTAL PERSONAL SERVICES	**535,577**	**851,096**	**977,969**	**1,024,768**	**1,122,943**	**1,318,864**	**80,619**	**111,118**	**110,836**	**159,050**	**111,415**	**115,981**	**126,658**	**106,542**	**122,298**	**154,251**	**99,623**	**130,932**	**1,429,323**	**1,521,302**	**-91,979**	**-6%**
																				1,429,323 proof			
MATERIALS AND SERVICES																							
	ADMINISTRATION	1,337,527	245,910	186,639	226,043	248,187	220,817	11,001	25,975	8,684	26,947	11,802	23,937	21,774	17,060	18,006	17,837	4,269	32,095	**219,388**	234,857	-15,469	-7%
	FACILITIES	0	0	77,228	97,833	170,524	82,624	5,249	3,497	22,763	2,037	32,270	4,920	43,254	5,375	4,673	2,862	9,073	22,250	**158,224**	175,300	-17,076	-10%
	PLANNING	58,665	37,522	59,027	151,662	235,060	258,088	0	12,754	10,238	1,301	2,197	6,643	18,122	7,766	9,557	7,583	297	24,838	**101,296**	351,100	-249,804	-71%
	ECONOMIC DEVELOPMENT	6,968	16,793	11,887	50,451	23,836	42,939	0	0	6,460	9,086	3,556	0	970	11,841	5,875	1,588	31,500	10,355	**81,231**	97,200	-15,969	-16%
	PARK & PARK CAPITAL	0	0	0	67,307	90,399	59,280	3,615	2,933	5,671	92,152	39,486	1,457	10,562	4,930	3,788	61,146	90,063	131,871	**447,672**	**474,470**	-26,798	-6%
	POLICE	95,943	91,704	90,252	115,200	117,469	118,724	19,648	1,994	30,886	17,846	10,101	1,615	17,575	3,200	2,347	14,077	1,773	20,098	**141,161**	**160,250**	-19,089	-12%
	COURT	64,848	44,586	22,943	19,796	28,606	27,291	883	2,080	1,215	870	2,797	5,444	1,929	2,028	2,506	2,703	1,032	9,613	**33,098**	**47,625**	-14,527	-31%
	TOTAL MATERIALS AND SERVICES	**1,563,951**	**436,515**	**447,976**	**728,292**	**914,081**	**809,763**	**40,395**	**49,232**	**85,916**	**150,241**	**102,209**	**44,017**	**114,186**	**52,200**	**46,751**	**107,795**	**138,007**	**251,121**	**1,182,069**	**1,540,802**	-358,733	-23%
																				1,182,069 proof			
INTERFUND TRANSFERS-OUT																							
	PARK FUND	0	82,342	97,000		0	0																
	WATER CAPITAL FUND			84,403		0	0																
	PAYROLL ALLOCATION - PLANNING			22,398.00	19,601.12	0	0																
	STREET FUND						50,000																
	SEWER FUND	0	50,000	621,205	50,000	0	0																
	TOTAL TRANSFERS OUT	0.00	132,342.00	825,006.00	69,601.12	0	50,000	0	0	0	0	0	0	0	50,000	0	0	0	0	**50,000**	**50,000**		
						0	0																
	TOTAL EXPENSES	**2,099,528**	**1,419,953**	**2,250,951**	**1,822,661**	**2,037,024**	**2,178,626**	**121,014**	**160,350**	**196,752**	**309,292**	**213,624**	**159,997**	**240,844**	**208,742**	**169,050**	**262,045**	**237,630**	**382,052**	**2,661,392**	**3,112,104**	-450,712	86%
	TOTAL REVENUE/(LOSS)	**13,072**	**103,530**	**121,987**	**97,831**	**285,248**	**586,250**	**-26,151**	**-67,274**	**-104,081**	**-172,267**	**350,848**	**202,494**	**-126,954**	**-96,279**	**-56,639**	**-226,286**	**-210,296**	**7,921**	**-524,963**			
																				Net Income/Loss			
	CASH IN BANK BEGINNING							**1,532,852**	**1,461,739**	**1,395,348**	**1,291,400**	**1,315,836**	**1,665,507**	**1,778,456**	**1,539,270**	**1,442,694**	**1,286,228**	**1,161,101**	**946,534**	*-524,963*	**37,000**	Contingency	
	Revenue/(Loss)							**-26,151**	**-67,274**	**-104,081**	**-172,267**	**350,848**	**202,494**	**-126,954**	**-96,279**	**-56,639**	**-226,286**	**-210,296**	**7,921**		**486,964**	Ending Fund Balance	
	Balance Sheet Adjustments							**-44,962**	**883**	**133**	**196,702**	**-1,177**	**-89,544**	**-112,233**	**-297**	**-99,827**	**101,159**	**-4,271**	**6,292**		**3,636,068**	Budget Expenditures	
	CASH IN BANK ENDING							**1,461,739**	**1,395,348**	**1,291,400**	**1,315,836**	**1,665,507**	**1,778,456**	**1,539,270**	**1,442,694**	**1,286,228**	**1,161,101**	**946,534**	**960,747**	**Projected Ending Cash**			

1690033
1059942
630091

General Fund Cash	**960,747**
Park Reserve	
Total Cash on Hand	**960,747**

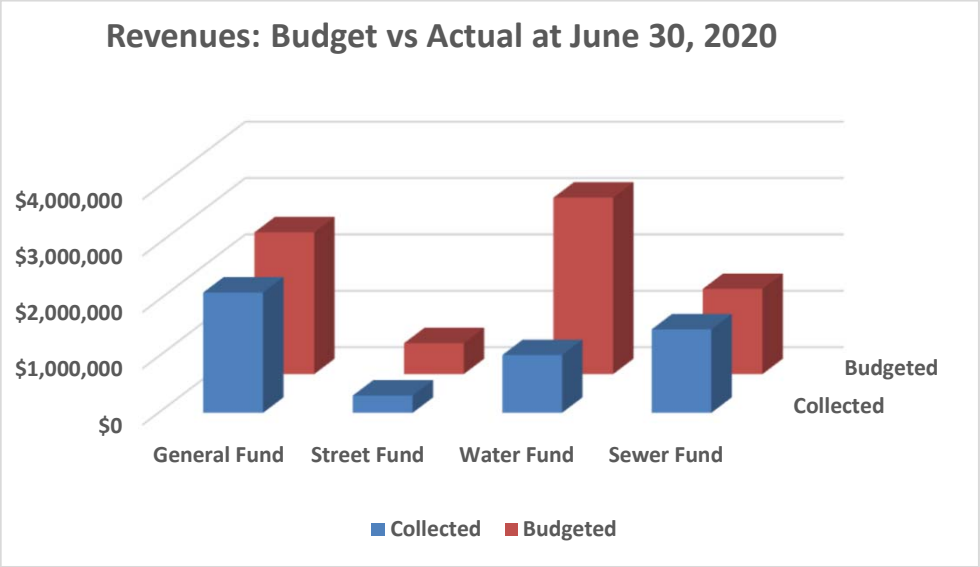
IMPORTANT NOTE:
This worksheet has been created for projection purposes only. It should not be read entirely as a year-to-date source. It is important for the purpose of projecting cash on hand at the end of the fiscal year

CITY OF COBURG

REVENUES COLLECTED COMPARED TO BUDGET

Fiscal Year To Date As Of June 30, 2020

Fund	Collected	Budgeted	Difference	Percentage
General Fund	$2,136,429	$2,516,068	$379,639	85%
Street Fund	$306,928	$548,555	$241,627	56%
Water Fund	$1,025,749	$3,132,184	$2,106,435	33%
Sewer Fund	$1,480,993	$1,512,462	$31,469	98%
TOTAL ALL FUNDS	**$4,950,099**	**$7,709,269**	**$2,759,170**	**64%**



Important Notes:

Overall revenues should be100% if spread evenly throughout the year.

- Budgeted revenues are net of Beginning Fund balance,
  which means the budgeted amounts do not include Beginning Fund Balance

Water Fund Debt proceeds were not realized as project was delayed-thus reimbursements were not received

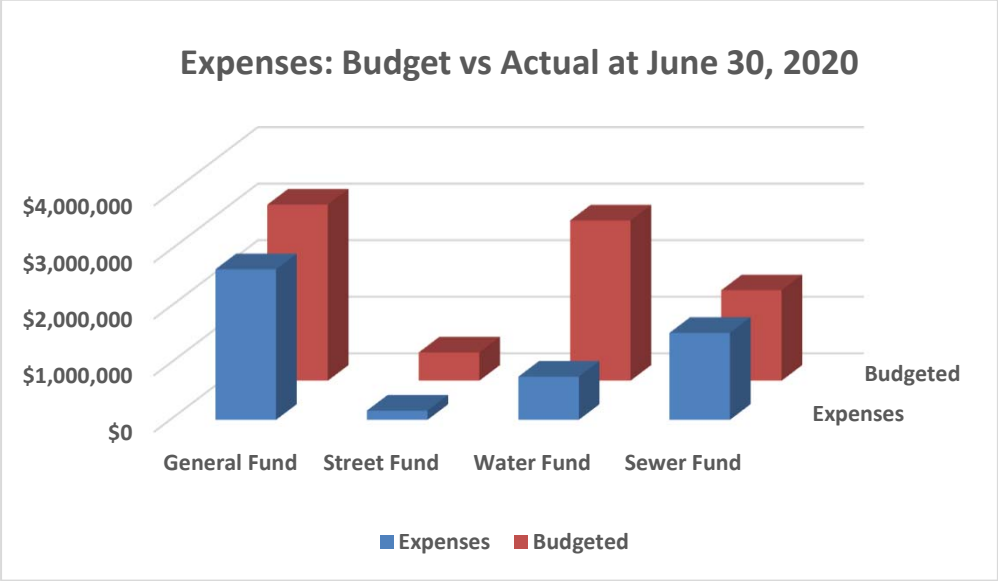
SCD Revenues projected for development were not realized as development did not happen

Grant Funds in street fund were not received as project was delayed to 2021 - $100,000

Homeland Security Grant in General Fund was not awarded and will not be received - $45,000

CITY OF COBURG
EXPENSES INCURRED COMPARED TO BUDGET
Fiscal Year To Date As Of June 30, 2020

Fund	Expenses	Budgeted	Difference	Percentage
General Fund	$2,661,392	$3,112,104	$450,712	86%
Street Fund	$163,277	$499,929	$336,652	33%
Water Fund	$763,307	$2,833,049	$2,069,742	27%
Sewer Fund	$1,537,181	$1,598,014	$60,833	96%
TOTAL ALL FUNDS	$5,125,157	$8,043,096	$2,917,939	64%



Important Notes

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

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	3,636,068.00	389,973.09	2,136,428.89	1,499,639.11	0.00	1,499,639.11	41.24
	Fund Expense Sub Totals:	3,636,068.00	382,239.83	2,661,391.88	974,676.12	0.00	974,676.12	26.81
	Fund 001 Sub Totals:	0.00	-7,733.26	524,962.99	-524,962.99	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	1,078,555.00	51,070.98	306,927.80	771,627.20	0.00	771,627.20	71.54
	Fund Expense Sub Totals:	1,078,555.00	35,953.14	163,277.00	915,278.00	0.00	915,278.00	84.86
	Fund 003 Sub Totals:	0.00	-15,117.84	-143,650.80	143,650.80	0.00		

003- STREET

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	4,082,184.00	211,193.57	1,025,749.03	3,056,434.97	0.00	3,056,434.97	74.87
	Fund Expense Sub Totals:	4,082,184.00	99,314.71	763,306.86	3,318,877.14	0.00	3,318,877.14	81.30
	Fund 004 Sub Totals:	0.00	-111,878.86	-262,442.17	262,442.17	0.00		

004- WATER

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund Revenue Sub Totals:	3,788,362.00	556,354.76	1,480,993.01	2,307,368.99	0.00	2,307,368.99	60.91
	Fund Expense Sub Totals:	3,788,362.00	116,446.46	1,537,180.87	2,251,181.13	0.00	2,251,181.13	59.42
	Fund 005 Sub Totals:	0.00	-439,908.30	56,187.86	-56,187.86	0.00		

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Revenue Totals:	12,585,169.00	1,208,592.40	4,950,098.73	7,635,070.27	0.00	7,635,070.27	60.67
	Expense Totals:	12,585,169.00	633,954.14	5,125,156.61	7,460,012.39	0.00	7,460,012.39	59.28
	Report Totals:	0.00	-574,638.26	175,057.88	-175,057.88	0.00		

005- Sewer

CITY OF COBURG

June 30, 2020 Fiscal Year 2020

CASH ON HAND PER FUND

	Bank Accounts								
Funds	**KEY BANK - GEN**	**SP GEN.**	**SP SDC**	**For**	**SP SAVINGS**	**For**	**SUMMIT BANK**	**POLICE EVID.**	**TOTAL**
GEN 001	268,061	467,800	134,496	Park SDC	13,317				883,674
PD Drug Educ.					8,246				8,246
Park Cap	68,827								68,827
STREET 003	220,882	158,179	405,478	Street SDC					784,538
WATER 004	805,287		56,303	Water SDC					861,589
SEWER 005	307,196		896,683	Sewer SDC	27,045	Membrane Replace			1,230,923
SEWER DEBT	813,722				33,992	Sewer Debt Reserve	87,104	Sewer Debt Res.	934,818
EVIDENCE		-						100	100
TOTAL	2,483,975	625,979	1,492,958		82,600		87,104	100	4,772,716

CIP SDCs	
Cash Balance 06/30/2020	$4,772,716.07
Cash Balance 06/30/2019	$5,585,474.00
Difference	*(812,758)*

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

Accounts Payable

Checks by Date - Summary by Check Date

User: Tim Gaines
Printed: 8/31/2020 4:07 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
85777	911Sup	911 Supply	06/01/2020	191.96
85778	ANA165	Analytical Laboratory Group	06/01/2020	99.00
85779	CasCol	Cascade Columbia Dist Co	06/01/2020	263.66
85780	CASHS	Cascade Health	06/01/2020	317.00
85781	CenLin	Century Link	06/01/2020	442.69
85782	CINTA	Cintas Corporation	06/01/2020	129.56
85783	CIS180	CIS Trust	06/01/2020	100.00
85784	EDMS	EDMS	06/01/2020	2,927.73
85785	EME131	Emerald People's Utility	06/01/2020	1,648.00
85786	Gene	Gene Stringfield Bldg Mat Co	06/01/2020	1,423.40
85787	HDFow	HD Fowler Company	06/01/2020	87.56
85788	HEAR	Hearing Associate, Inc.	06/01/2020	44.00
85789	JOHNDE	John Deere Financial	06/01/2020	356.75
85790	LAN129	Lane Council of Governments	06/01/2020	8,380.20
85791	LESST	Les Schwab Tire	06/01/2020	2,900.08
85792	NOR146	NW Natural	06/01/2020	25.68
85793	ORE123	Oregon Assn of Water Util	06/01/2020	248.40
85794	POL1	Praetorian Digital	06/01/2020	1,050.00
85795	PRO350	Professional ID Cards	06/01/2020	50.50
85796	RVBD	Riverbend Materials	06/01/2020	167.76
85797	SAIF	SAIF CORPORATION	06/01/2020	1,490.61
85798	SIG100	Sign Pro	06/01/2020	90.00
85799	Summit	Summit Bank	06/01/2020	3,492.82
85800	TYLE	Tyler Technologies	06/01/2020	1,820.00
85801	Valvln	Valvoline Instant Oil Change	06/01/2020	62.03
85802	WelWel	Welt & Welt, Inc	06/01/2020	857.96
			Total for 6/1/2020:	28,667.35
85803	CUST	CMI Software Corp	06/04/2020	2,750.00
85804	COCF	Coburg Community Foundation	06/04/2020	3,750.00
85805	CLASSIC	Classic Design and Construction LLC	06/04/2020	75,787.60
			Total for 6/4/2020:	82,287.60
85806	AESecur	A & E Security and Electronic Solutions	06/11/2020	62.85
85807	AllSea	All Seasons Equipment	06/11/2020	1,172.76
85808	CasEng	Cascade Engraving & Awards	06/11/2020	96.11
85809	CenLin	Century Link	06/11/2020	46.44
85810	CINTA	Cintas Corporation	06/11/2020	97.41
85811	CIS180	CIS Trust	06/11/2020	99.83
85812	COBD	Coburg Distilling Company LLC	06/11/2020	250.00
85813	CTX	Copytronix	06/11/2020	41.01
85814	Earth2O	Earth2O	06/11/2020	94.96
85815	EDMS	EDMS	06/11/2020	534.41
85816	EME131	Emerald People's Utility	06/11/2020	5,855.22
85817	HUNTER	Hunter Communications	06/11/2020	316.36

Check No	Vendor No	Vendor Name	Check Date	Check
85818	IRO100	Iron Mountain	06/11/2020	262.91
85819	Taylor	Kathy Taylor Consulting	06/11/2020	500.00
85820	LAN129	Lane Council of Governments	06/11/2020	8,522.29
85821	Lanfin	Lane County Finance Department	06/11/2020	344.74
85822	LESST	Les Schwab Tire	06/11/2020	785.40
85823	MBM	Dennis Bottem MBM Group, LLC	06/11/2020	2,000.00
85824	MCKINLEY	McKinley Printing Co.	06/11/2020	264.00
85825	ONE193	One Call Concepts, Inc.	06/11/2020	12.00
85826	OreRev	Court State Distributions Oregon Dept. of F	06/11/2020	951.12
85827	ORHealth	Oregon Health Authority	06/11/2020	1,125.00
85828	PAC150	Pacific Power	06/11/2020	1,783.96
85829	PACI	Pacific Power Group, LLC	06/11/2020	700.00
85830	RoyFlu	Royal Flush Environmental	06/11/2020	345.00
85831	ST&A	Stangeland & Associates	06/11/2020	620.00
85832	Stanley	Stanley Convergent Security Solutions, Inc.	06/11/2020	284.70
85833	STA440	State of Oregon Corp Div-Notary	06/11/2020	40.00
85834	Summit	Summit Bank	06/11/2020	3,667.46
85835	TANG	Tangent	06/11/2020	569.05
85836	TYLE	Tyler Technologies	06/11/2020	404.25
85837	UnivOR	University of Oregon - Cashier	06/11/2020	5,875.00
85838	USBank	USBank	06/11/2020	617.11
85839	Valvln	Valvoline Instant Oil Change	06/11/2020	84.98
85840	Verizon	Verizon Wireless	06/11/2020	607.32
85841	OSGP	Voya-Oregon Savings Growth Plan	06/11/2020	200.00
85842	WaltNels	Walter E. Nelson Co.	06/11/2020	44.50
85843	WelWel	Welt & Welt, Inc	06/11/2020	1,452.46
85844	PhWill	Phillip Williams	06/11/2020	525.00
			Total for 6/11/2020:	41,255.61
85845	A1L474	A-1 Lock & Safe	06/25/2020	75.00
85846	AFL250	AFLAC	06/25/2020	390.26
85847	ANA165	Analytical Laboratory Group	06/25/2020	547.00
85848	CasCol	Cascade Columbia Dist Co	06/25/2020	7,223.00
85849	CenLin	Century Link	06/25/2020	437.24
85850	CINTA	Cintas Corporation	06/25/2020	181.12
85851	Dooley	Dooley Enterprises	06/25/2020	865.19
85852	Earth2O	Earth2O	06/25/2020	30.29
85853	HERC	Herc Rentals Inc.	06/25/2020	127.96
85854	JLOND	London & Paris, LLP	06/25/2020	6,125.00
85855	JohnCon	Johnson Controls	06/25/2020	566.57
85856	KEND	Kendall Auto Group	06/25/2020	190.24
85857	Kimball	Kimball Midwest	06/25/2020	203.40
85858	LAN129	Lane Council of Governments	06/25/2020	781.86
85859	LCSO	Lane County Sheriff's Office	06/25/2020	1,020.00
85860	Marsh	Marshalls Heating Equipment & Sales	06/25/2020	3,675.00
85861	NEL100	Nelson Tree Svcs Inc	06/25/2020	5,000.00
85862	OreDeq	Oregon DEQ Business office	06/25/2020	160.00
85863	PacificS	PacificSource Administrators	06/25/2020	77.00
85864	PEOP	Peopleready INC	06/25/2020	793.14
85865	PULS	Pulse Design, Inc	06/25/2020	2,180.00
85866	RVBD	Riverbend Materials	06/25/2020	216.33
85867	RoyFlu	Royal Flush Environmental	06/25/2020	11,385.00
85868	SIG100	Sign Pro	06/25/2020	537.00
85869	JSTAN	Jarrod Stanley	06/25/2020	150.00
85870	USA426	USA Blue Book	06/25/2020	205.04
85871	Valvln	Valvoline Instant Oil Change	06/25/2020	62.03

Check No	Vendor No	Vendor Name	Check Date	Check
85872	OSGP	Voya-Oregon Savings Growth Plan	06/25/2020	400.00
85873	WelWel	Welt & Welt, Inc	06/25/2020	302.69
85874	PhWill	Phillip Williams	06/25/2020	675.00
85875	EXEC	Executive Information Services, Inc.	06/25/2020	8,600.00
			Total for 6/25/2020:	53,182.36
			Report Total (99 checks):	205,392.92

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

Public Sector Statement
June 30, 2020

.02

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

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

Public Transaction
CITY OF COBURG
GENERAL ACCOUNT

Beginning balance 5-31-20	$1,392,179.27
89 Additions	+1,436,285.38
100 Subtractions	-268,034.94
Net fees and charges	-481.77
Ending balance 6-30-20	**$2,559,947.94**

Additions

Deposits	*Date*	*Serial #*	*Source*	
	6-1		Key Capture Deposit	$9,088.48
	6-1		Key Capture Deposit	7,730.48
	6-1		Merchant Svcs Merch Dep 8008238142	2,100.00
	6-1		Merchant Svcs Merch Dep 8008238126	1,012.05
	6-1		Key Capture Deposit	952.00
	6-1		Merchant Svcs Merch Dep 8008238142	445.00
	6-1		Merchant Svcs Merch Dep 8008238126	400.00
	6-1		Key Capture Deposit	265.00
	6-3		Merchant Svcs Merch Dep 8008238126	782.20
	6-3		Merchant Svcs Merch Dep 8008238142	705.00
	6-4		Key Capture Deposit	12,443.31
	6-4		Key Capture Deposit	5,575.66
	6-4		Merchant Svcs Merch Dep 8008238142	1,745.33
	6-4		Merchant Svcs Merch Dep 8008238126	475.67
	6-4		Direct Deposit, Pcs OR Trust Pcs OR Tr	173.65
	6-5		Direct Deposit, City of Coburg Consumer	20,007.06
	6-5		Direct Deposit, City of Coburg Cons Coll	5,616.00
	6-5		Direct Deposit, Doj Treas 310 Misc Pay	1,387.50
	6-5		Merchant Svcs Merch Dep 8008238126	772.20
	6-8		Merchant Svcs Merch Dep 8008238126	2,171.81
	6-8		Direct Deposit, Merchant S 8030298668	1,111.00
	6-8		Merchant Svcs Merch Dep 8008238126	850.55
	6-9		Direct Deposit, Oregon St Treas Lgip ACH	200,000.00
	6-9		Key Capture Deposit	5,504.30

Additions
(con't)

Deposits	*Date*	*Serial #*	*Source*	
	6-9		Key Capture Deposit	4,112.04
	6-10		Merchant Svcs Merch Dep 8008238126	820.11
	6-10		Merchant Svcs Merch Dep 8008238142	50.00
	6-10		Direct Deposit, Pcs OR Trust Pcs OR Tr	34.50
	6-11		Direct Deposit, Oregon St Treas Lgip ACH	158,285.17
	6-11		Merchant Svcs Merch Dep 8008238126	264.51
	6-12		Direct Deposit, Pcs OR Trust Pcs OR Tr	4,249.31
	6-12		Merchant Svcs Merch Dep 8008238126	140.00
	6-15		Merchant Svcs Merch Dep 8008238126	580.00
	6-15		Merchant Svcs Merch Dep 8008238126	433.08
	6-15		Merchant Svcs Merch Dep 8008238142	100.00
	6-15		Direct Deposit, Merchant S 8030298668	92.00
	6-16		Direct Deposit, Oregon St Treas Lgip ACH	480,000.00
	6-16		Direct Deposit, Oregon St Treas Lgip ACH	200,000.00
	6-16		Key Capture Deposit	31,441.46
	6-16		Key Capture Deposit	5,552.15
	6-16		Key Capture Deposit	3,292.15
	6-16		Key Capture Deposit	477.00
	6-16		Key Capture Deposit	79.00
	6-16		Key Capture Deposit	39.50
	6-17		Direct Deposit, Oregon St Treas Lgip ACH	95,273.77
	6-17		Merchant Svcs Merch Dep 8008238126	312.20
	6-17		Merchant Svcs Merch Dep 8008238142	265.00
	6-17		Direct Deposit, Merchant S 8030298668	92.00
	6-18		Direct Deposit, Pcs OR Trust Pcs OR Tr	1,975.60
	6-18		Merchant Svcs Merch Dep 8008238126	711.80
	6-18		Deposit Branch 0067 Oregon	609.02
	6-18		Deposit Branch 0067 Oregon	320.00
	6-18		Deposit Branch 0067 Oregon	200.00
	6-18		Deposit Branch 0067 Oregon	145.00
	6-18		Deposit Branch 0067 Oregon	140.00
	6-18		Deposit Branch 0067 Oregon	50.00
	6-18		Deposit Branch 0067 Oregon	50.00
	6-19		Merchant Svcs Merch Dep 8008238126	515.87
	6-22		Key Capture Deposit	26,316.10
	6-22		Merchant Svcs Merch Dep 8008238126	3,504.61
	6-22		Merchant Svcs Merch Dep 8008238126	673.78
	6-22		Merchant Svcs Merch Dep 8008238142	150.00
	6-22		Direct Deposit, Merchant S 8030298668	86.25
	6-23		Key Capture Deposit	32,792.43
	6-23		Key Capture Deposit	31,472.09
	6-23		Key Capture Deposit	50.00
	6-24		Merchant Svcs Merch Dep 8008238126	1,167.58
	6-24		Merchant Svcs Merch Dep 8008238142	1,080.00
	6-25		Merchant Svcs Merch Dep 8008238126	10,478.11
	6-25		Direct Deposit, Pcs OR Trust Pcs OR Tr	953.80
	6-25		Merchant Svcs Merch Dep 8008238142	115.00
	6-26		Merchant Svcs Merch Dep 8008238126	1,158.38
	6-26		Merchant Svcs Merch Dep 8008238142	265.00
	6-26		Direct Deposit, Merchant S 8030298668	92.00

Additions
(con't)

Deposits	Date	Serial #	Source	
	6-29		Merchant Svcs Merch Dep 8008238126	3,937.00
	6-29		Merchant Svcs Merch Dep 8008238142	915.00
	6-30		Key Capture Deposit	13,199.64
	6-30		Key Capture Deposit	10,593.14
	6-30		Key Capture Deposit	7,893.06
	6-30		Key Capture Deposit	5,426.92
	6-30		Deposit Branch 0067 Oregon	1,488.00
	6-30		Deposit Branch 0067 Oregon	840.00
	6-30		Key Capture Deposit	680.00
	6-30		Deposit Branch 0067 Oregon	365.00
	6-30		Deposit Branch 0067 Oregon	140.00
	6-30		Deposit Branch 0067 Oregon	120.00
	6-30		Key Capture Deposit	50.00
	6-30		Deposit Branch 0067 Oregon	20.00

Transfers	Date	Serial #	Source	
	6-30		Trf Fr DDA 0000379681084610 3720	$8,246.00
			Total additions	**$1,436,285.38**

Subtractions

Paper Checks ** check missing from sequence*

Check	Date	Amount	Check	Date	Amount	Check	Date	Amount
85740	6-11	$401.00	85800	6-11	1,820.00	85827	6-18	1,125.00
*85757	6-1	129.56	85801	6-10	62.03	85828	6-16	1,783.96
*85767	6-1	3,463.82	85802	6-9	857.96	85829	6-16	700.00
*85777	6-10	191.96	85803	6-24	2,750.00	85830	6-17	345.00
85778	6-10	99.00	85804	6-9	3,750.00	85831	6-16	620.00
85779	6-8	263.66	85805	6-8	75,787.60	85832	6-18	284.70
85780	6-8	317.00	85806	6-15	62.85	85833	6-16	40.00
85781	6-8	442.69	85807	6-16	1,172.76	85834	6-15	3,667.46
85782	6-11	129.56	*85809	6-15	46.44	85835	6-19	569.05
85783	6-9	100.00	85810	6-24	97.41	85836	6-16	404.25
85784	6-8	2,927.73	85811	6-15	99.83	85837	6-23	5,875.00
85785	6-12	1,648.00	85812	6-24	250.00	85838	6-16	617.11
85786	6-8	1,423.40	85813	6-16	41.01	85839	6-16	84.98
85787	6-8	87.56	85814	6-16	94.96	85840	6-16	607.32
85788	6-12	44.00	85815	6-15	534.41	85841	6-22	200.00
85789	6-11	356.75	85816	6-16	5,855.22	85842	6-17	44.50
85790	6-15	8,380.20	85817	6-16	316.36	85843	6-16	1,452.46
85791	6-9	2,900.08	85818	6-17	262.91	85844	6-19	525.00
85792	6-9	25.68	85819	6-16	500.00	*85848	6-29	7,223.00
85793	6-12	248.40	85820	6-17	8,522.29	85849	6-29	437.24
85794	6-23	1,050.00	85821	6-29	344.74	*85852	6-29	30.29
85795	6-29	50.50	85822	6-16	785.40	*85858	6-30	781.86
85796	6-10	167.76	85823	6-23	2,000.00	*85860	6-29	3,675.00
85797	6-8	1,490.61	85824	6-17	264.00	*85863	6-30	77.00
85798	6-17	90.00	85825	6-18	12.00	85864	6-29	793.14
85799	6-8	3,492.82	85826	6-16	951.12	*85866	6-30	216.33

Subtractions
(con't)

Paper Checks ** check missing from sequence*

Check	*Date*	*Amount*	*Check*	*Date*	*Amount*	*Check*	*Date*	*Amount*
*85868	6-30	537.00						

Paper Checks Paid **$169,879.69**

Withdrawals	*Date*	*Serial #*	*Location*	
	6-2		Merchant Svcs Merch Fee 8008238126	$609.54
	6-2		Merchant Svcs Merch Fee 8008238142	222.81
	6-2		Direct Withdrawal, Merchant S 8030298668	26.28
	6-3		Direct Withdrawal, Irs Usataxpymt	7,024.89
	6-3		Direct Withdrawal, OR Revenue Dept Taxpayment	1,919.24
	6-4		Direct Withdrawal, Asi Hc200527	575.01
	6-5		Direct Withdrawal, Cis Trust AR14495	18,920.58
	6-5		Direct Withdrawal, Valic Eremit Prm	2,216.93
	6-8		Direct Withdrawal, City of Coburg Return	156.00
	6-9		Direct Withdrawal, City of Coburg Dir Dep	23,063.55
	6-10		Direct Withdrawal, KeyBank Auto Pymt	2,818.32
	6-10		Direct Withdrawal, Invoice PA 2065Billing	89.85
	6-10		Direct Withdrawal, Asi Asi Fees	18.75
	6-17		Direct Withdrawal, Irs Usataxpymt	7,590.11
	6-17		Direct Withdrawal, OR Revenue Dept Taxpayment	2,109.28
	6-23		Direct Withdrawal, City of Coburg Dir Dep	21,041.08
	6-23		Direct Withdrawal, Valic Eremit Prm	2,212.27
	6-24		Direct Withdrawal, Invoice PA 2065Billing	86.75
	6-25		Chargeback	6,864.00
	6-26		Direct Withdrawal, Employer Contrb Pers Cntrb	15.00
	6-29		Direct Withdrawal, Asi Hc200627	575.01
			Total subtractions	**$268,034.94**

Fees and charges

Date		*Quantity*	*Unit Charge*	
6-8-20	May Analysis Service Chg	1	481.77	-$481.77
	Fees and charges assessed this period			**-$481.77**

See your Account Analysis statement for details.

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

Public Sector Statement
June 30, 2020

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

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

Public Transaction
CITY OF COBURG
POLICE EVIDENCE TRUST

Beginning balance 5-31-20	$8,346.00
1 Subtraction	-8,246.00
Ending balance 6-30-20	**$100.00**

Subtractions

Transfers	*Date*	*Serial #*	*Destination*			
	6-30		Trf To	DDA 0000379681084602	3720	$8,246.00
			Total subtractions			**$8,246.00**

Fees and charges

See your Account Analysis statement for details.

OREGON STATE TREASURY

Account Statement - Transaction Summary

For the Month Ending **June 30, 2020**

COBURG CITY OF - COBURG CITY OF / SDC -

Oregon LGIP

Opening Balance	1,586,589.00
Purchases	1,643.25
Redemptions	(95,273.77)
Closing Balance	**$1,492,958.48**
Dividends	1,643.25

Asset Summary

	June 30, 2020	May 31, 2020
Oregon LGIP	1,492,958.48	1,586,589.00
Total	**$1,492,958.48**	**$1,586,589.00**

OREGON STATE TREASURY

Account Statement

For the Month Ending **June 30, 2020**

COBURG CITY OF - COBURG CITY OF / SDC -

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					**1,586,589.00**
06/17/20	06/17/20	Redemption - ACH Redemption	1.00	(95,273.77)	1,491,315.23
06/30/20	07/01/20	Accrual Income Div Reinvestment - Distributions	1.00	1,643.25	1,492,958.48
Closing Balance					**1,492,958.48**

	Month of June	Fiscal YTD July-June
Opening Balance	1,586,589.00	1,271,149.45
Purchases	1,643.25	703,472.23
Redemptions	(95,273.77)	(481,663.20)
Closing Balance	**1,492,958.48**	**1,492,958.48**
Dividends	1,643.25	34,287.01

Closing Balance	1,492,958.48
Average Monthly Balance	1,542,182.68
Monthly Distribution Yield	1.30%

OREGON STATE TREASURY

Account Statement - Transaction Summary

For the Month Ending **June 30, 2020**

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

Oregon LGIP	
Opening Balance	82,512.36
Purchases	87.92
Redemptions	0.00
Closing Balance	**$82,600.28**
Dividends	87.92

Asset Summary	June 30, 2020	May 31, 2020
Oregon LGIP	82,600.28	82,512.36
Total	**$82,600.28**	**$82,512.36**

OREGON STATE TREASURY

Account Statement

For the Month Ending **June 30, 2020**

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

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					**82,512.36**
06/30/20	07/01/20	Accrual Income Div Reinvestment - Distributions	1.00	87.92	82,600.28
Closing Balance					**82,600.28**

	Month of June	Fiscal YTD July-June
Opening Balance	82,512.36	80,819.10
Purchases	87.92	1,781.18
Redemptions	0.00	0.00
Closing Balance	**82,600.28**	**82,600.28**
Dividends	87.92	1,781.18

Closing Balance	82,600.28
Average Monthly Balance	82,515.29
Monthly Distribution Yield	1.30%

OREGON STATE TREASURY

Account Statement - Transaction Summary

For the Month Ending **June 30, 2020**

COBURG CITY OF - COBURG CITY OF / GENERAL -

Oregon LGIP

Opening Balance	1,158,141.41
Purchases	26,122.76
Redemptions	(558,285.27)
Closing Balance	**$625,978.90**
Dividends	873.90

Asset Summary

	June 30, 2020	May 31, 2020
Oregon LGIP	625,978.90	1,158,141.41
Total	**$625,978.90**	**$1,158,141.41**

OREGON STATE TREASURY

Account Statement

For the Month Ending **June 30, 2020**

COBURG CITY OF - COBURG CITY OF / GENERAL

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Balance
Oregon LGIP					
Opening Balance					**1,158,141.41**
06/01/20	06/01/20	LGIP Fees - Received ACH (1 @ $0.10 - From 5969) - May 2020	1.00	(0.10)	1,158,141.31
06/09/20	06/09/20	Redemption - ACH Redemption	1.00	(200,000.00)	958,141.31
06/11/20	06/11/20	Lane County - Tax Seg for May 01-31-2020	1.00	14,253.68	972,394.99
06/11/20	06/11/20	Redemption - ACH Redemption	1.00	(158,285.17)	814,109.82
06/16/20	06/16/20	ODOT - ODOT PYMNT	1.00	8,497.12	822,606.94
06/16/20	06/16/20	Redemption - ACH Redemption	1.00	(200,000.00)	622,606.94
06/26/20	06/26/20	Lane County - Tax Foreclosed Property Distribution	1.00	351.42	622,958.36
06/26/20	06/26/20	Lane County - Tax Seg for June 01-15-2020	1.00	2,146.64	625,105.00
06/30/20	07/01/20	Accrual Income Div Reinvestment - Distributions	1.00	873.90	625,978.90
Closing Balance					**625,978.90**

	Month of June	Fiscal YTD July-June
Opening Balance	1,158,141.41	1,285,318.67
Purchases	26,122.76	898,946.85
Redemptions	(558,285.27)	(1,558,286.62)
Closing Balance	**625,978.90**	**625,978.90**
Dividends	873.90	24,433.27

Closing Balance	625,978.90
Average Monthly Balance	820,147.68
Monthly Distribution Yield	1.30%

SUMMIT BANK

Statement Ending 06/30/20

Item 11.

THE CITY OF COBURG LANE

Page 1

Customer Number:XXXXX

RETURN SERVICE REQUESTED

>000249 4469952 0001 092348 10Z

THE CITY OF COBURG LANE COUNTY OREGON
CAPITAL PROJECTS
PO BOX 8316
COBURG OR 97408-1310

Received by City of Coburg
JUL 08 2020

Managing Your Accounts

Office Address	96 East Broadway Eugene, OR 97401
Phone	(541) 684-7500
Toll Free	(877) 566-5544
Online	sbko.bank

Please note we have included an update to the Summit Bank Funds Availability Policy. The changes are effective July 1, 2020 and reflect a statutory adjustment to the funds availability amount made available to customers. Should you have questions regarding the Policy please call us at 541-684-7500 or 877-566-5544. Thank you for banking with Summit Bank.

Summary of Accounts

Account Type	Account Number	Ending Balance
BUSINESS CHECKING	XXXXXXX	$87,103.76

BUSINESS CHECKING-XXXXXXXX2301

Account Summary

Date	Description	Amount
05/30/2020	Beginning Balance	$87,103.76
	0 Credit(s) This Period	$0.00
	0 Debit(s) This Period	$0.00
06/30/2020	Ending Balance	$87,103.76

00249 4469952 000498 000445 0001/0002

Member FDIC

COBURG CITY COUNCIL
MONTHLY REPORTS

TOPIC: Street Lighting in Coburg

Meeting Date: September 8, 2020
Staff Contact: Anne Heath, City Administrator
Contact: 541-682-7870, anne.heath@ci.coburg.or.us

REQUESTED COUNCIL ACTION:

Information Only

Council may elect to give staff direction if they wish to create a project around street lighting in residential areas. This would be added to the staff work plan as developed during the goal setting process

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CITY COUNCIL GOAL

Livability, Health and Vitality

BACKGROUND

As the City has continued to grow with new neighborhoods and residents there has been many questions and concerns raised regarding the lack of street lights in new and existing neighborhoods. Recently this question was raised by a City Council member who asked if staff could bring a report to City Council regarding the history, and language in the comprehensive plan and the zoning code regarding street lighting.

HISTORY

Historically street lights have not been placed in residential neighborhoods in Coburg. There was an effort to alleviate bright lighting that would interfere with the natural night sky. There are minimal street lights in Coburg mostly set aside for the arterial roads.

There has been much discussion regarding retaining the night sky. There is a perception that this is what the citizens wanted and indeed it could have been discussed in past years. However, at this time it is mentioned only as it pertains to the industrial zone. The only tools that the City staff have at this time to work with is what is adopted in resolutions, plans and ordinances. I have researched our Comprehensive Plan and the Planning Code and have listed references to street lighting below. If there is general consensus that there are changes that need to take place in these documents, then that would be a staff project as discussed above.

COMPREHENSIVE PLAN
Ordinance A-199-H - 5/8/2018

Goal 12 - Transportation
Policy 3: Improve the aesthetics of streets and streetscapes, especially at City entrance ways such as Interstate5 interchange area. Aesthetic improvements may address: street design, trees, ***lighting,*** utility lines, sidewalks, park strips, noise abatement, etc.

Policy 9.6: Require the consistent use of parking area design standards, such as landscaping, placement, ***and lighting*** and other amenities

Policy 12.2: Encourage pedestrian and bicycle activity through street design standards that include features such as narrower neighborhood street pavement widths, walkable block lengths and perimeters, alleys for vehicle access, ***attractive street lighting***, and landscaping.

Policy 38: In commercial and industrial areas the City shall consider strategies that support limiting space devoted to off-street parking through the establishment of parking ratio maximums, reducing minimum parking requirements, providing credit for on-street parking, and encouraging shared parking whenever feasible. Also require parking lot design standards, such as landscaping, placement, **lightin**g and other amenities.

URBANIZATION – Residential Land Use

Policy 38: The City shall allow limited retail development next to residential areas and within industrial districts. Ensure the compatibility of this commercial development with the surrounding uses by applying standards for design, compatible hours of operation, noise, ***lighting***, emissions, maximum building size, and types of goods and services sold.

DEVELOPMENT CODE
As Amended November 2019

Commercial and Industrial – Page 88

c. Exterior Lighting

Outdoor lighting must be controlled in order to reduce light pollution***, preserve the night sky*** for astronomy, protect flora and fauna from the negative effects of artificial light, and conserve energy.

All ***exterior lighting*** shall be shielded and reflected downward, as shown in Figure VIII.L.5.c., to minimize glare and prevent light trespass on adjacent parcels, other land uses, and street rights-of-way.

Land Use Review and Approval Criteria

g. That, based on anticipated traffic generation, adequate additional transportation improvements must be provided by the development in order to promote traffic safety and reduce traffic congestion, including but not limited to right-of-way and road improvements. Consistent with the Transportation System Plan, consideration shall be given to the need and feasibility of widening and improving abutting streets ***and also to the necessity for such additional requirements as lighting***, traffic-calming techniques, sidewalks and other pedestrian ways, bikeways, and turn and deceleration/acceleration lanes.

BUDGET
N/A

ALTERNATIVES
Council may elect to delay a staff project until their next goal setting process in February 21.

Other Consideration/Option
The Public Works Team has recently placed a solar powered street light in the vicinity of Jacob Spores Park. This was a request of the neighborhood and they decided to test this form of lighting. They are in the process of testing this light and will have more data at a later date. This could be an alternative to selectively placing street lights in dark areas for a relatively low price of under $400.00.

RECOMMENDATIONS
Staff is comfortable with the Council giving direction to create a new project and therefore recommend that they do so if it is their wish.

NEXT STEPS
Staff will act according to the Council direction.

ATTACHMENTS
None