



CITY OF COOS BAY CITY COUNCIL MEETING

September 7, 2021 - 7:00 PM

Council Chambers - 500 Central Avenue, Coos Bay, Oregon

All citizens addressing the City Council under regular agenda items or public comments are required by City Council Rule 2.9.4 to sign-in on the forms provided on the agenda table.

If you require a listening enhancement device, please contact the City Recorder.
Please silence electronic devices - Thank you.

Meeting Live Link/Video

1. Flag Salute
2. Public Comments
 - a. Public Comment Form
3. Oath of Office
 - a. Administration of the Oath of Office for Newly Appointed Councilor Sara Stephens
4. Consent Calendar
 - a. Approval of August 17, 2021 Minutes
 - b. Approval of August 24, 2021 Minutes
 - c. Acceptance of July 2021 Financial Reports and Check Registers
 - d. Consideration of Adoption of Resolution 21-25 Authorizing the Acceptance of the Tidegate Loan and Grant from Business Oregon
 - e. Acceptance of FEMA Grant for Exercise Equipment and Appropriating Grant Funds - Would Require Adoption of Resolution 21-26
5. Election of Council President
6. Consideration of Appointment to the Homeless Work Group
7. Public Hearing to be Held to Consider Approval of Proposed Towing of Illegal Vehicles Ordinance - Approval Would Require Enactment of Ordinance
8. Consideration of Approval of Intergovernmental Agreement in Support of Community Development Block Grant
9. Consideration of Approval to Purchase Jetter/Vacuum Vehicle
10. Consideration of Entering Into Grant Agreements to Replace Floating Docks at Empire and Eastside Boat Ramps

11. City Manager's Report
12. Council Comments
13. Adjourn



City of Coos Bay PUBLIC COMMENT FORM

The City of Coos Bay values our citizen's input and participation in our various councils, boards, and commissions. In an effort to encourage access to participation, we have established a process by which the public can provide written comments in advance which allows for potential timely addition to the agenda topics of interest to the public. Each council meeting provides for a public comment period, as well as when a public hearing is held. Public comment is an opportunity to share information or concern with the council. Public comment is limited to three (3) minutes, per individual.

If you wish to provide public comment at an upcoming meeting, please fill out this form and submit to publiccomment@coosbay.org. You may also mail or hand deliver your completed form to 500 Central Avenue, Coos Bay, OR 97420; fax to 541-267-5912; or leave in the drop box at the front doors at City Hall. Completed forms must be received by 1:00 pm the day of the meeting to be added to Public Comment List.

Public Comment Rules:

- Public Comment Form must be completed before speaking.
- Limited to three (3) minutes per speaker.
- Coos Bay residents and business will be given preference for addressing the council during the time allotted for public comment.
- Speakers may not convey/donate their time to another speaker.
- Council cannot engage in question/answer conversations with the speaker.
- Questions/concerns about operations should be handled by city staff during regular business hours.
- The presiding officer has responsibility of enforcement of these rules, and may alter the order of speakers for efficiency.

Name: _____

Address: _____

Phone: _____ Email: _____

I wish to speak to the City Council on the following agenda item/issue:

I have previously addressed the City Council on this issue.

In lieu of speaking, I request the City Recorder to include my written comments into the public record (comment area provided on page two).

By signing below, I acknowledge the above public comment rules. Pursuant to ORS 192.420, this document is considered a public record and disclosure may be required upon request.

SIGNATURE REQUIRED

DATE

[illegible]

CITY OF COOS BAY CITY COUNCIL

Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
September 7, 2021	3.a.

TO: Mayor Benetti and City Councilors

FROM: Nichole Rutherford, Assistant City Manager/Finance Director

THROUGH: Rodger Craddock, City Manager

ISSUE: Administration of the Oath of Office for Newly Appointed Councilor Sara Stephens

SUMMARY:

The oath of office must be taken by each newly elected mayor or councilor.

ACTION REQUESTED:

City Recorder Nichole Rutherford will administer the oath of office to newly appointed Councilor Sara Stephens.

BACKGROUND:

Pursuant to the Coos Bay City Charter, "....each councilor or mayor must take an oath or affirmation to support the constitutions and laws of the United States and the state of Oregon and to faithfully perform the duties of the office (City Charter, Section 6.6). City Recorder Nichole Rutherford will administer the oath of office to Councilor Sara Stephens.

BUDGET IMPLICATIONS:

None.

ATTACHMENT(S):

CITY OF COOS BAY CITY COUNCIL

MEETING DATE	AGENDA ITEM NUMBER
September 7, 2021	4.a.

TO: Mayor Benetti and City Councilors

FROM: Nichole Rutherford, Assistant City Manager/Finance Director

THROUGH: Rodger Craddock, City Manager

ISSUE: Approval of August 17, 2021 Minutes

ATTACHMENT(S):

- ▣ August 17, 2021 minutes

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL

August 17, 2021

The minutes of the proceedings of a regular meeting of the City Council of the City of Coos Bay, Coos County, Oregon, held at 7:00 pm in the Council Chambers - 500 Central Avenue, Coos Bay, Oregon.

Those Attending

Those present were Mayor Joe Benetti and Councilors Lucinda DiNovo, Drew Farmer, Stephanie Kilmer, Phil Marler, Carmen Matthews, and Rob Miles. City staff present were City Manager Rodger Craddock, City Attorney Nate McClintock, Assistant City Manager/Finance Director Nichole Rutherford, Public Works and Community Development Director Jim Hossley, and Police Chief Chris Chapanar. City staff attending remotely by teleconference was Community Development Administrator Carolyn Johnson.

5:45 pm - Council Interviews

Council interviews were held in the City Hall Conference Room for the council vacancy due to resignation of Councilor Marler. No decisions were made.

Flag Salute

Mayor Benetti opened the meeting and led the council and assembly in the salute to the flag.

Public Comments

Pam Connelly, Coos County - Ms. Connelly shared information about overdose awareness and the efforts undertaken locally to educate the community, including upcoming event at Kaffe 101 on August 24, 2021 and the celebration of International Awareness Day on August 31, 2021.

Manoocher Olyae, owner of Pine Cove Estates located at 1432 Newmark Avenue addressed Council regarding his concern over his high billing from the Coos Bay/North Bend Water Board, specifically the monthly Transportation Utility Fee (TUF). Mayor Benetti shared process undertaken to establish the TUF amount and the benefit all citizens receive with the small fee each home and business pays, resulting in improved roads throughout the city.

Public Comment Form

Public Comment Form

No public comment forms were received.

Consent Calendar

Councilor Miles moved to Motion. Councilor Marler seconded the motion which carried. Ayes: Benetti, DiNovo, Farmer, Kilmer, Marler, Matthews, Miles.

3a: Approval of July 27, 2021 Minutes

3b: Approval of August 3, 2021 Minutes

Councilor Miles moved to approve consent calendar as presented. Councilor Marler seconded the motion which carried. Ayes: Benetti, DiNovo, Farmer, Kilmer, Marler, Matthews, Miles.

Presentation of the Coos Bay Downtown Association Semi-Annual Report

Semi-annual reports are a required component of the management agreement with the Coos Bay Downtown Association (CBDA), with the current agreement set to expire on June 3, 2024. Hollie Boardman, Executive Director of the CBDA shared an overview of the last six months, as well as upcoming events.

Mayor's Appreciation Award to Tristen Reasor

Mayor Benetti presented Tristen Reasor the "Mayor's Appreciation Award" in an effort to formally recognize him for leadership and supervision in the renovation and repairs of the Skate Park. Mr. Reasor and a small group of volunteers had worked over last couple of months, completing much needed repairs to the Skate Park. Well over 500 hours were donated by this group, with over half of those hours put in by Mr. Reasor.

Presentation of Appreciation of Service Plaque for Councilor Phil Marler

Mayor Benetti presented Councilor Phil Marler with a plaque honoring Councilor Marler's service to the City of Coos Bay and its citizens. Councilor Phil Marler served as a city councilor from 2016 - 2018, council president from 2018 - 2021, and as a city council representative on various boards during his term of office. Furthermore, he served on the Budget Committee from 2010 - 2016 and the Planning Commission from 1996 - 1999.

Consideration of City Councilor Appointment to Fill an Unexpired Term

Council President Phil Marler announced he would be moving from the Coos Bay area and would be stepping down from the Coos Bay City Council. Staff advertised the unexpired term opening and received applications and letter of interest from Richard Baxter, Jim Kingsley, Sara Stephens, and Wim de Vriend. Council members interviewed each of the applicants just prior to the start of the meeting. By action of Council ballot, the Council appointed Sara Stephens to fill the vacated position.

Revision to Department of Land Conservation and Development Grant Funding Application Related to Housing Needs Assessment

Council Goal 5, Economic Development, included: Explore the Urban Growth Boundary (UGB) and its relationship to possible annexation opportunities.

With Council authorization, the City had an opportunity to apply for DLCD funding for explore this project as an alternative to update to the 2020 Housing Needs Assessment. The application deadline to submit an alternative application was August 31, 2021. A Council letter of support was provided for review.

It was anticipated that if funded, the project assessment would include opportunities and constraints for future UGB and annexations, the City's criteria and expectations for new lands in the UGB and in annexed areas, Comprehensive Plan and Development Code update

work and necessary information and requirements for future UGB and annexation applications.

Councilor Kilmer moved to authorize modification of grant application and issuance of letter for explanation of alternative project. Councilor Marler seconded the motion which carried. Ayes: Benetti, DiNovo, Farmer, Kilmer, Marler, Matthews, Miles.

Public Hearing to Consider Adoption of Supplemental Budget - Approval Would Require Adoption of Resolution #21-22

It is anticipated during the fiscal year that several supplemental budgets will be brought forward for consideration to adjust the budget based upon operational needs. Reasons for a supplemental budget include appropriating grant funding not included in the budget, appropriating additional carryover balance from the prior fiscal year that was more than budgeted and are needed to meet operational needs, reallocating funds within categories, and appropriating new funds. The City has been awarded a \$25,000 Oregon Community Foundation grant to support Mingus Pool operations; and has been approved for a \$100,000 Business Oregon loan with an award of a \$100,000 matching grant to support repair and/or replacement of tidegate infrastructure. The City was previously awarded a Community Development Block Grant through Business Oregon for housing rehabilitation which was anticipated to have been fully expended during the 2020-2021 fiscal year, however, due to several challenges related to the pandemic and staff turnover at Neighborworks Umpqua (grant administrator), receipt and expenditure of grant funds will not be occurring until the current fiscal year.

Mayor Benetti opened the public hearing. No public comments were provided. The public hearing was closed.

Councilor Matthews moved to adopt Resolution 21-22 authorizing a supplemental budget appropriating additional funds for fiscal year 2021-22. Councilor Marler seconded the motion which carried. Ayes: Benetti, DiNovo, Farmer, Kilmer, Marler, Matthews, Miles.

Consideration to Extend Marijuana Business License Moratorium

Community Development Administrator Carolyn Johnson shared that on March 2, 2021, Council extended a moratorium on new business licenses for marijuana businesses to September 1, 2021. Council also directed Planning Commission review and recommendations regarding Coos Bay Municipal Code (CBMC) 17.335.080, Indoor Marijuana-related businesses.

Notification to the Department of Land Conservation and Development (DLCD) of proposed Development Code regulations is required 35 days ahead of the first public hearing on Development Code changes. The submission of notification on potential changes to DLCD was not timely. For this reason, the Council's first public hearing on the matter cannot occur until October 5; however the subject is also scheduled for Council's September 28, 2021 work session.

The moratorium on new marijuana business licenses was scheduled to to expire September 1, 2021. Council should determine whether the moratorium should be extended until the public hearing process can be completed. If the Council takes action on October 5 to adopt and ordinance revising 17.335.080 regulations, the ordinance would go into effect on

November 5.

Councilor Miles moved to extend the marijuana business license moratorium until November 5, 2021. Councilor Kilmer seconded the motion which carried. Ayes: Benetti, DiNovo, Farmer, Kilmer, Marler, Matthews, Miles.

City Manager's Report

City Manager Rodger Craddock shared the new consoles in the 911 Dispatch center are expected to be fully installed this week and training will soon follow; repairs to the Skate Park continue and are expected to be finished within next couple of weeks; the Mingus Pool project nearly complete with planned reopening of the pool by next week; 4th Street project is on schedule and expected to be completed by August 31, 2021; delay with the LED Streetlight replacement project due to supply chain delays and expected to be completed in early September; Englewood School cleanup project bid opening scheduled for August 31, 2021; and 891 Front Street building demolition award was awarded and contractor has 90 days to complete the project.

Council Comments

Councilor Miles shared an update on the Boys & Girls Club summer youth enrichment program which included STEM, music, dance, tennis, and gymnastics, and noted there are about 200-250 kids per day that participate in the program; Coos Bay library board meeting update on statistics- over 16,000 items checked out and 4,400 visitors; and thanked Councilor Marler for his years of service to the City of Coos Bay. Councilor Kilmer thanked the applicants for the open council position, great selection of candidates and willingness to serve; great to have Councilor DiNovo back for in person attendance; and thanks to Councilor Marler for his service and input, research and representation of the public voice. Councilor DiNovo thanked Councilor Marler for his service, ability to pull ideas together succinctly, and steady voice; and many thanks to Councilors and staff for the kindness and support provided during time of loss. Councilor Marler shared sadness for loss Councilor DiNovo recently experienced; diverse council has been an inspiration, providing refreshing ideas to move the city forward, especially in regards to infrastructure, with great strides in achieving that goal; appreciate staff support over the years; and important for public to know that reason for great staff is due to the City Manager's efforts of selection and mentoring. Councilor Matthews expressed thanks to Councilor Marler for his service and support, sharing great perspective and providing mentorship, will continue to contemplate 'what would Phil do'; wonderful to have Councilor DiNovo back at meetings; thanks to all volunteers who help the community thrive, including those repairing the Skate Park, the applicants for councilor opening; important we all remember to be thankful for those who step up and commit to service, its been tough couple of years for all of those in service positions, so remember to be kind; excited to hear the Mingus Pool is reopening and installation of basketball hoop; reminder Music on the Bay is underway. Councilor Farmer noted Councilor Marler would be missed, with his insight and research a vital element of the success of the council; shared all will miss Don Ivy and offered condolences to Councilor DiNovo for the loss; and discussed concern for those who oppose the wearing of masks putting others at risk, with just a bit of effort, discomfort, and compassion, we can all work toward mitigating some risk of COVID transmission. Mayor Benetti thanked Councilor Marler for his service to the community and will be greatly missed; appreciated the number of applicants interested in the open councilor position; shared was happy with the efforts to get the camping ordinance developed and enacted, providing tools to staff; asked about the progress of getting

additional trash cans; and important to note that 4th Street would be complete before Councilor Marler leaves the community. Public Works and Community Development Director noted that staff would be meeting with Mr. Craddock to review research, in order to provide summary of research to Council soon.

Adjourn

There being no further business to come before the council, Mayor Benetti adjourned the meeting. The next regular council meeting was scheduled for September 7, 2021.

CITY OF COOS BAY CITY COUNCIL

MEETING DATE	AGENDA ITEM NUMBER
September 7, 2021	4.b.

TO: Mayor Benetti and City Councilors

FROM: Nichole Rutherford, Assistant City Manager/Finance Director

THROUGH: Rodger Craddock, City Manager

ISSUE: Approval of August 24, 2021 Minutes

ATTACHMENT(S):

- ▣ August 24, 2021 minutes

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL

August 24, 2021

The minutes of the proceedings of a City Council and Urban Renewal work session of the City of Coos Bay, Coos County, Oregon, held at 5:30 pm in Council Chambers, 500 Central Avenue, Coos Bay, Oregon.

Those Attending

Those present were Mayor Joe Benetti and Councilors Lucinda DiNovo, Stephanie Kilmer, Rob Miles, and Sara Stephens. Councilors Drew Farmer and Carmen Matthews were absent. City staff present were City Manager Rodger Craddock, City Attorney Nate McClintock, Assistant City Manager/Finance Director Nichole Rutherford, Deputy Finance Director Melissa Olson, Public Works and Community Development Director Jim Hossley, Deputy Public Works and Community Development Director/City Engineer Jennifer Wirsing, Police Chief Chris Chapanar, and Library Director Sami Pierson. City staff attending remotely by teleconference was Community Development Administrator Carolyn Johnson.

Flag Salute

Mayor Benetti opened the meeting and led the council and assembly in the salute to the flag.

Public Comment

No public comments were made.

Public Comment Form

No public comment forms were received.

Review of the City Council and URA Board Upcoming Action Items:

Discussion Regarding Proposed Flag Policy

Earlier this year, a citizen approached the city requesting to have the Pride flag placed on a city flag pole during the month of June which was recognized as Pride Month. The request was not granted as the City lacked a policy to assist in determining if such requests should be granted and what criteria would be used in assessing what flags would be appropriate to allow and which would not. Councilor Farmer asked to have the matter scheduled for discussion at a Council work session. The City Attorney was asked to undertake some research and present his findings / advice at the June 28, 2021 work session, and has since prepared a proposed Flag Policy for Council review. On July 27, 2021, the City Attorney presented his research findings along with a draft flag policy for the Council's consideration. The proposed policy addressed a key concern by noting that any commemorative or ceremonial flags displayed are being done so in order to express the City's sentiment concerning a particular issue or matter, and as such, the public at large does not have a constitutional right to have their particular flag displayed.

City Attorney Nate McClintock provided a map of Coos Bay flag pole locations and stated during the July 27, 2021 work session, the Council reviewed a draft Flag Policy which if

adopted would allow the Council to grant permission to display commemorative or ceremonial flags on a city owned flag pole or poles. While there was consensus to adopt a policy, staff needed direction on some specific policy details including but not limited to the following:

- Would a request to display a commemorative or ceremonial flag require a simple majority approval by the Council or a super majority?
- Standard time duration a commemorative or ceremonial flag would be displayed (one week, two weeks, one month, etc.).
- Did the Council want to designate one or two flag poles for the display of approved commemorative or ceremonial flags?
- Once the policy was adopted, would modification of the policy require a simple majority, super majority or unanimous vote?

Council discussion ensued and consensus for a super majority to modify the flag policy, one Councilor to put a flag request on the agenda, a simple majority to approve a flag to be displayed, one-week duration with Council majority able to extend for one month (maximum thirty-one days), and designated one flag pole at the boardwalk to fly ceremonial flags.

Discussion Regarding Status of Current Library Facility and Process Timelines for Construction of New Library Facility

City Manager Rodger Craddock provided an update on the status of current Coos Bay Public Library facility roof with water damage and settling issues requiring immediate attention to preserve remaining viability of facility pending construction of new facility to ensure services could be provided to citizens in a safe environment; as well as, a healthy and safe work place for library staff. Staff received an initial bid for the replacement of the current Library facility roof which far exceeded the original estimates anticipated by staff. An additional bid was being sought, as well as, requesting value engineering on the initial bid. Assistant City Manager/Finance Director Nichole Rutherford provided a timeline for the May 2022 ballot measure process. Deputy Public Works and Community Development Director/City Engineer Jennifer Wirsing provided an update on the site development process for the John Topits Park property designated for the future site of the new library facility.

Council discussion ensued and consensus to move forward with the emergency repairs to the library facility and to move the bond measure timeline back to add an additional Council meeting if needed.

Review of Building Improvement Program Grant Request for 657 Newmark Avenue

Community Development Administrator Carolyn Johnson stated the 657 Newmark Building Improvement Grant application proposed the creation of a 19-foot by 60-foot historic mural on the building's west side. Owned and occupied by the Star of Hope, Ms. Joanne L. Moss, with the Community Coalition of Empire (CCE), was authorized to submit and provide representation for the subject application. The Star of Hope is located at the southeast corner of Newmark Avenue and South Wall Street, with the westerly frontage facing South Wall street. Because of the project location in the Empire Waterfront Settlement Design Review Area, the applicant submitted and the City was processing an Architectural Design Review permit.

The applicant requested \$4,000 for the proposed project and provided one bid in the amount of \$8,000. The application indicated the match was comprised of \$2,000 from Star of Hope and \$2,000 from CCE. The Design Assistance Team (DAT) has reviewed the project and provided positive comments for consideration as a part of the Architectural Review Permit review. \$100,000 has been budgeted for the Building Improvement Program in the Empire area.

Council stated concern the project had been started prior to permit approval, the applicant needed to be contacted to stop further progress on the project for Tribal approval of depictions and permit approval.

Discussion Regarding Consideration of Approval to Amend the City Fee Schedule - Approval Would Require Adoption of Resolution 21-24

Assistant City Manager/Finance Director Nichole Rutherford stated the City's fee schedule was reviewed regularly for potential increases to fees either based upon a cost analysis of providing services relative to the fee charged or upon annual market factors (Consumer Price Index or Municipal Cost Index, as examples). The proposed revised fee resolution included changes for fees related to services provided by staff from the Fire Department, Library, and Police Department. For the Fire Department fee changes proposed, fees were aligned with the 2021 Oregon Fire Service Mobilization Plan and includes revisions to personnel and equipment rates. The Library Board met on August 18, 2021 to review related fees and approved removal of late fees and revision to the fees for renting the meeting room(s). The Police Department performed a survey of other agency fees throughout Oregon and provided the results of that survey for review. The proposed fee changes were related to the costs of producing requested materials such as police reports and audio, video and body cam recordings.

Adjourn

There being no further business to come before the council, Mayor Benetti adjourned the work session. The next regular council meeting was scheduled for September 7, 2021.

CITY OF COOS BAY CITY COUNCIL

Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
September 7, 2021	4.c.

TO: Mayor Benetti and City Councilors

FROM: Nichole Rutherford, Assistant City Manager/Finance Director

THROUGH: Rodger Craddock, City Manager

ISSUE: Acceptance of July 2021 Financial Reports and Check Registers

SUMMARY:

Attached are the unaudited financial statements and check registers for July 2021.

ACTION REQUESTED:

If it pleases Council, accept the July 2021 financial reports and check registers.

BACKGROUND:

These reports are provided pursuant to a recommendation from the city's external auditor, supported by the city manager, providing transparency and full disclosure. These reports also provide details of the city's investment portfolio, pursuant to the city's investment policy. The city's bank statements (US Bank-Accts Payable, Payroll, and Operations, Xpress Bill Pay, Local Government Investment Pool-Combined and Jurisdictional Restricted) are reconciled by the 10th of the month following month-end; all transactions are posted daily; financial reports available upon request; and reports saved onto the city's network. The fund summary shows all funds are within appropriation levels, with 8% of the fiscal year elapsed, and general fund property tax collections at 0.0% of budget.

Checks are routinely issued from the accounts payable account (weekly) and payroll account (twice monthly), as shown by the attached check registers totaling \$1,200,012.39 (accounts payable) and \$1,126,125.14 (payroll). Also included are registers of all checks issued over \$75,000. For confidentiality, segregation of duties, and the best utilization of the accounting software program, payroll payables are expended from the payroll account.

BUDGET IMPLICATIONS:

The balances are within the budget appropriation.

ATTACHMENT(S):

- ▣ Financial Summary
- ▣ Balance Sheet
- ▣ Fund Summary
- ▣ AP Checking
- ▣ AP Checking +\$75K
- ▣ Payroll Checking Paychecks
- ▣ Payroll Checking Payables
- ▣ Payroll Checking +\$75K

CITY OF COOS BAY CITY COUNCIL
Agenda Staff Report

TO: Mayor Benetti and City Councilors
 FROM: Nichole Rutherford, Finance Director
 THROUGH: Rodger Craddock, City Manager
 ISSUE: DRAFT July 2021 Monthly Financial Reports

The **Combined Cash Investment** report below reflects a total combined cash of \$34,880,598.04, of which \$21,959,341.63 is unrestricted and available cash. The **Balance Sheet** shows beginning balance; (used or earned) or the difference between what was earned to what was spent; and the ending balance or what remained as fund balance for each major. The **Fund Summary** shows revenues and expenditures for current period, fiscal year-to-date, and adopted budget amounts for each major fund.

Local Government Investment Pool (LGIP)	Investment On Demand	0.55% interest rate: 07/29/2021	\$ 28,092,778.04
LGIP – Jurisdictional Account	Unallocated / Restricted	0.55% interest rate: 07/29/2021	4,800,000.00
xpress Bill Pay Deposit Account	Customer online payment receipts	Transferred to monthly to Operational Checking	389.17
US Bank Operational Checking	Operations	100% collateralization 06/18/18; Division of State Finance	3,391,806.45
US Bank AP Checking	Sweep	Timing, checks current month/prior month expenses; zero sweep	(1,179,360.58)
US Bank Payroll Checking	Sweep	Timing, checks current month/prior month expenses; zero sweep	(225,015.04)
TOTAL CASH ON DEPOSIT			34,880,598.04
Less Unallocated/Non-Spendable	Jurisdictional Exchange	Restricted by Vote of Citizens	(4,800,000.00)
Less Reserved/Choshi Donation	Parks Improvement	Donated Funds/Choshi Gardens	(52,872.78)
Less Deposit Trust Account	Deposit Trust Account	Cash held on Deposit	(78,733.62)
Less Allocated to URA/VCB	Co-mingled Funds URA/VCB	Cash owned by URA & VCB	(7,989,650.01)
Total Cash Allocated to City of Coos Bay			\$ 21,959,341.63

Fund	Beginning Fund Balance 7/1/21	(Used) Earned	Ending Fund Balance 7/31/21
General Fund	\$2,486,271.97	(989,769.70)	\$1,496,502.27
State Gas Tax Fund	\$302,037.42	(74,148.26)	\$227,889.16
Wastewater Fund	\$4,388,733.96	4,713,619.48	\$9,102,353.44
Hotel/Motel Tax Fund	\$223,013.27	(30,229.36)	\$192,783.91
Library Fund	\$1,246,846.24	(78,178.44)	\$1,168,667.80
Building Codes Fund	\$503,212.14	(1,691.92)	\$501,520.22
9-1-1 Tax Fund	\$75,326.62	5,638.44	\$80,965.06
GO Bond Fund	\$570,160.35	(484,637.63)	\$85,522.72
Revenue Bond Fund	\$5,563,457.81	(5,563,457.81)	\$0.00
Library ESO Fund	\$615,219.02	(84,726.56)	\$530,492.46
Special Improvement Fund	\$179,909.57	(179,909.57)	\$0.00
Street Improvement Fund	\$1,128,928.19	(1,128,928.19)	\$0.00
Parks Improvement Fund	\$69,536.19	(69,536.19)	\$0.00
Bike/Pedestrian Path Fund	\$5,915.99	(5,915.99)	\$0.00
Wastewater SDC Fund	\$270,335.90	(270,335.90)	\$0.00
Stormwater SDC Fund	\$20,818.86	(20,818.86)	\$0.00
Fire Dept Equipment Reserve Fund	\$47,642.58	24.53	\$47,667.11
Wastewater Improvement Fund	\$5,050,444.07	2,639.94	\$5,053,084.01
Major Capital Reserve Fund	\$162,628.91	(162,628.91)	\$0.00
Jurisdictional Exchange Fund	\$161,201.83	2,564.92	\$163,766.75
Technology Reserve Fund	\$119,684.11	(119,684.11)	\$0.00
CAD Group Reserve Fund	\$8,810.08	(66.77)	\$8,743.31
Rainy Day Reserve Fund	\$532,151.54	485,200.15	\$1,017,351.69
Capital Improvement Fund	\$0.00	1,689,336.00	\$1,689,336.00
SDC Fund	\$0.00	291,285.81	\$291,285.81

City of Coos Bay
Balance Sheet
July 31, 2021

General Fund

ASSETS

01-000-100-1001	Cash - Combined Fund	1,458,114.35	
01-000-100-1015	Cash on Hand/Till Drawer	540.00	
01-000-100-1101	Prepaid Workers Comp Ins.	22,857.26	
01-000-100-1102	Prepaid Expense	20,646.31	
01-000-100-1201	Accounts Receivable	73,542.96	
01-000-100-1202	Assessments Receivable Dist 72	99,273.49	
01-000-100-1204	Taxes Receivable	500,469.87	
01-000-100-1207	Accounts Receivable-Unapplied	(1,298.21)	
01-000-100-1208	Assessments Receivable Dist 78	21,413.03	
01-000-100-1209	Assessments Receivable Dist 99	109,900.08	
01-000-100-1299	AR/FS	207,578.46	
01-000-100-1350	Postage Inventory	480.91	
Total Assets			2,513,518.51

LIABILITIES AND EQUITY

LIABILITIES

01-000-200-2001	Accounts Payable	5,807.96	
01-000-200-2015	Unclaimed Property Liability	3,407.00	
01-000-200-2035	P.E.R.S. Payable	177,662.38	
01-000-200-2040	Deferred Tax Revenue	479,608.27	
01-000-200-2041	Deferred Revenue - Dist 72	99,373.49	
01-000-200-2043	Deferred Revenue - District 78	21,413.03	
01-000-200-2044	Deferred Revenue - District 99	109,900.08	
01-000-200-2047	Deferred Revenue District 00	94,514.25	
01-000-200-2200	Visa Payable	25,329.78	
Total Liabilities			1,017,016.24

FUND EQUITY

Unappropriated Fund Balance:			
01-000-200-2500	Fund Balance	2,486,271.97	
	Revenue over Expenditures - YTD	(989,769.70)	
Balance - Current Date		1,496,502.27	
Total Fund Equity			1,496,502.27
Total Liabilities and Equity			2,513,518.51

City of Coos Bay
Balance Sheet
July 31, 2021

Gas Tax Fund

ASSETS

02-000-100-1001	Cash - Combined Fund	228,972.35	
02-000-100-1101	Prepaid Expense	1,620.70	
02-000-100-1201	Accounts Receivable	1,026.57	
02-000-100-1299	AR/FS	836.55	
	Total Assets		232,456.17

LIABILITIES AND EQUITY

LIABILITIES

02-000-200-2001	Accounts Payable	3,536.58	
02-000-200-2200	Visa Payable	1,030.43	
	Total Liabilities		4,567.01

FUND EQUITY

	Unappropriated Fund Balance:		
02-000-200-2500	Fund Balance	302,037.42	
	Revenue over Expenditures - YTD	(74,148.26)	
	Balance - Current Date	227,889.16	
	Total Fund Equity		227,889.16
	Total Liabilities and Equity		232,456.17

Check Issue Date	Check Number	Payee	GL Account	Check Amount
07/01/2021	24064	Internal Revenue Service	010002002031	30.06
07/01/2021	24065	OR Dept of Revenue	010002002032	17.78
07/01/2021	24066	OR Dept of Revenue - STT	010002002032	.20
Total 07/01/2021:				48.04
07/07/2021	24068	HSA BANK	010002002034	200.00
07/07/2021	24069	Internal Revenue Service	010002002031	457.98
07/07/2021	24070	OR Dept of Revenue	010002002032	97.88
07/07/2021	24071	OR Dept of Revenue - STT	010002002032	2.99
Total 07/07/2021:				758.85
07/09/2021	24067	Oregon PERS	010002002035	167,336.45
Total 07/09/2021:				167,336.45
07/15/2021	24093	Internal Revenue Service	010002002031	7,743.80
07/15/2021	24094	OR Dept of Revenue	010002002032	1,824.75
07/15/2021	24095	OR Dept of Revenue - STT	010002002032	34.16
Total 07/15/2021:				9,602.71
07/30/2021	24213	AFLAC	010002002038	790.27
07/30/2021	24214	AFSCME	010002002036	1,399.31
07/30/2021	24215	CB Volunteer Firefighter Assoc	012615202109	3,000.00
07/30/2021	24216	City County Insurance	010002002034	159,890.00
07/30/2021	24217	Coos Bay Police Officer Assoc.	010002002036	2,080.00
07/30/2021	24218	HRA VEBA Third-party Administr	010002002034	333.33
07/30/2021	24219	HSA BANK	010002002034	12,789.18
07/30/2021	24220	IAFF	010002002036	1,100.00
07/30/2021	24221	ICMA	010002002033	10,918.00
07/30/2021	24222	ING/VOYA	010002002033	500.00
07/30/2021	24223	Internal Revenue Service	010002002031	176,358.08
07/30/2021	24224	Nationwide Retirement Solution	010002002033	16,708.70
07/30/2021	24225	OR Dept of Revenue	010002002032	47,521.72
07/30/2021	24226	OR Dept of Revenue - STT	010002002032	664.52
07/30/2021	24227	Oregon Department of Justice	010002002038	861.00
07/30/2021	24228	Oregon PERS	010002002035	504.02
07/30/2021	24229	Pre-Paid Legal Services, Inc.	010002002038	47.85
07/30/2021	24230	Sun Life Assurance Company of Canada	010002002034	36.85
07/30/2021	24231	Voya-State of Oregon	010002002033	3,300.00
07/30/2021	36677	Downtown Health & Fitness, LLC	010002002038	146.00
Total 07/30/2021:				438,948.83
Grand Totals:				616,694.88

City of Coos Bay
Balance Sheet
July 31, 2021

Water Quality Fund

ASSETS

03-000-100-1001	Cash - Combined Fund	8,958,442.94	
03-000-100-1101	Prepaid Expense	47,345.99	
03-000-100-1201	Accounts Receivable	212,710.45	
03-000-100-1299	AR/FS	51,004.17	
	Total Assets		9,269,503.55

LIABILITIES AND EQUITY

LIABILITIES

03-000-200-2001	Accounts Payable	41,328.87	
03-000-200-2200	Visa Payable	16,464.03	
	Total Liabilities		57,792.90

FUND EQUITY

03-000-200-2520	Accrued Vac. & Comp. Liability	109,357.21	
	Unappropriated Fund Balance:		
03-000-200-2500	Fund Balance	4,388,733.96	
	Revenue over Expenditures - YTD	4,713,619.48	
	Balance - Current Date	9,102,353.44	
	Total Fund Equity		9,211,710.65
	Total Liabilities and Equity		9,269,503.55

City of Coos Bay
Balance Sheet
July 31, 2021

Hotel/Motel Tax Fund

ASSETS

05-000-100-1001	Cash - Combined Fund	178,785.38	
05-000-100-1102	Prepaid Expense	764.42	
05-000-100-1201	Accounts Receivable	164.73	
05-000-100-1299	AR/FS	17,140.45	
	Total Assets		196,854.98

LIABILITIES AND EQUITY

LIABILITIES

05-000-200-2001	Accounts Payable	2,408.00	
05-000-200-2200	Visa Payable	1,663.07	
	Total Liabilities		4,071.07

FUND EQUITY

	Unappropriated Fund Balance:		
05-000-200-2500	Fund Balance	223,013.27	
	Revenue over Expenditures - YTD	(30,229.36)	
	Balance - Current Date	192,783.91	
	Total Fund Equity		192,783.91
	Total Liabilities and Equity		196,854.98

City of Coos Bay
Balance Sheet
July 31, 2021

Library Fund

ASSETS

07-000-100-1001	Cash - Combined Fund	1,165,799.91	
07-000-100-1015	Cash on Hand/Till Drawer	200.00	
07-000-100-1101	Prepaid Expense	15,710.28	
	Total Assets		1,181,710.19

LIABILITIES AND EQUITY

LIABILITIES

07-000-200-2001	Accounts Payable	2,318.49	
07-000-200-2200	Visa Payable	10,723.90	
	Total Liabilities		13,042.39

FUND EQUITY

	Unappropriated Fund Balance:		
07-000-200-2500	Fund Balance	1,246,846.24	
	Revenue over Expenditures - YTD	(78,178.44)	
	Balance - Current Date	1,168,667.80	
	Total Fund Equity		1,168,667.80
	Total Liabilities and Equity		1,181,710.19

City of Coos Bay
Balance Sheet
July 31, 2021

Building Codes Fund

ASSETS

08-000-100-1001	Cash - Combined Fund	515,650.98	
08-000-100-1102	Prepaid Expense	304.80	
	Total Assets		515,955.78

LIABILITIES AND EQUITY

LIABILITIES

08-000-200-2116	Sur-charge Deposit	2,672.50	
08-000-200-2200	Visa Payable	531.30	
	Total Liabilities		3,203.80

FUND EQUITY

08-000-200-2520	Accrued Vac. & Comp. Liability	11,231.76	
	Unappropriated Fund Balance:		
08-000-200-2500	Fund Balance	503,212.14	
	Revenue over Expenditures - YTD	(1,691.92)	
	Balance - Current Date	501,520.22	
	Total Fund Equity		512,751.98
	Total Liabilities and Equity		515,955.78

City of Coos Bay
Balance Sheet
July 31, 2021

9-1-1 Tax Fund

ASSETS

10-000-100-1001	Cash - Combined Fund	65,082.90	
10-000-100-1101	Prepaid Expense	1,420.73	
10-000-100-1201	Accounts Receivable	22,773.81	
	Total Assets		89,277.44

LIABILITIES AND EQUITY

LIABILITIES

10-000-200-2050	Deferred Revenue	7,750.30	
10-000-200-2200	Visa Payable	562.08	
	Total Liabilities		8,312.38

FUND EQUITY

	Unappropriated Fund Balance:		
10-000-200-2500	Fund Balance	75,326.62	
	Revenue over Expenditures - YTD	5,638.44	
	Balance - Current Date	80,965.06	
	Total Fund Equity		80,965.06
	Total Liabilities and Equity		89,277.44

City of Coos Bay
Balance Sheet
July 31, 2021

G.O. Bond Redemption Fund

ASSETS

11-000-100-1001	Cash - Combined Fund	568,610.70	
11-000-100-1204	Taxes Receivable	51,264.92	
	Total Assets		619,875.62

LIABILITIES AND EQUITY

LIABILITIES

11-000-200-2040	Deferred Tax Revenue	49,426.75	
11-000-200-2142	STIF Loan-Rainy Day Fund	484,926.15	
	Total Liabilities		534,352.90

FUND EQUITY

	Unappropriated Fund Balance:		
11-000-200-2500	Fund Balance	570,160.35	
	Revenue over Expenditures - YTD	(484,637.63)	
	Balance - Current Date	85,522.72	
	Total Fund Equity		85,522.72
	Total Liabilities and Equity		619,875.62

City of Coos Bay
Balance Sheet
July 31, 2021

Revenue Bond Fund

LIABILITIES AND EQUITY

FUND EQUITY

Unappropriated Fund Balance:			
12-000-200-2500	Fund Balance	5,563,457.81	
	Revenue over Expenditures - YTD	(5,563,457.81)	
	Balance - Current Date		.00
	Total Fund Equity		.00
	Total Liabilities and Equity		.00

City of Coos Bay
Balance Sheet
July 31, 2021

Library ESO Fund

ASSETS

14-000-100-1001	Cash - Combined Fund	545,177.90	
14-000-100-1101	Prepaid Expense	8,921.01	
	Total Assets		554,098.91

LIABILITIES AND EQUITY

LIABILITIES

14-000-200-2001	Accounts Payable	4,420.68	
14-000-200-2200	Visa Payable	19,185.77	
	Total Liabilities		23,606.45

FUND EQUITY

	Unappropriated Fund Balance:		
14-000-200-2500	Fund Balance	615,219.02	
	Revenue over Expenditures - YTD	(84,726.56)	
	Balance - Current Date	530,492.46	
	Total Fund Equity		530,492.46
	Total Liabilities and Equity		554,098.91

City of Coos Bay
Balance Sheet
July 31, 2021

Special Improvement Fund

ASSETS

15-000-100-1208	Assessments Receivable - 98	2,853.43	
15-000-100-1209	Assessments Receivable - 2009	29,972.24	
	Total Assets		32,825.67

LIABILITIES AND EQUITY

FUND EQUITY

15-000-200-2403	Reserve For Receivables - 98	2,853.43	
15-000-200-2404	Reserve For Receivables - 2009	29,972.24	
	Unappropriated Fund Balance:		
15-000-200-2500	Fund Balance	179,909.57	
	Revenue over Expenditures - YTD	(179,909.57)	
	Balance - Current Date		.00
	Total Fund Equity		32,825.67
	Total Liabilities and Equity		32,825.67

City of Coos Bay
Balance Sheet
July 31, 2021

Street Improvement Fund

ASSETS

16-000-100-1001	Cash - Combined Fund	(	504,306.74)	
16-000-100-1201	Accounts Receivable		30.00	
16-000-100-1302	Due From Other Funds		504,276.74	
	Total Assets			.00

LIABILITIES AND EQUITY

LIABILITIES

16-000-200-2105	Retainage Payable		36,671.70	
	Total Liabilities			36,671.70

FUND EQUITY

	Unappropriated Fund Balance:			
16-000-200-2500	Fund Balance		1,128,928.19	
	Revenue over Expenditures - YTD	(	1,165,599.89)	
	Balance - Current Date	(	36,671.70)	
	Total Fund Equity			(36,671.70)
	Total Liabilities and Equity			.00

City of Coos Bay
Balance Sheet
July 31, 2021

Parks Improvement Fund

ASSETS

17-000-100-1001	Cash - Combined Fund	(	53,042.94)	
17-000-100-1151	Donations - Restricted		53,042.94	
	Total Assets			.00

LIABILITIES AND EQUITY

FUND EQUITY

17-000-200-2502	Fund Balance - Restricted		110,874.78	
	Unappropriated Fund Balance:			
17-000-200-2500	Fund Balance	(	41,338.59)	
	Revenue over Expenditures - YTD	(	69,536.19)	
	Balance - Current Date	(	110,874.78)	
	Total Fund Equity			.00
	Total Liabilities and Equity			.00

City of Coos Bay
Balance Sheet
July 31, 2021

Bike/Pedestrian Path Fund

ASSETS

18-000-100-1001	Cash - Combined Fund	540,192.73	
	Total Assets		540,192.73

LIABILITIES AND EQUITY

LIABILITIES

18-000-200-2002	Due To Other Funds	504,276.74	
18-000-200-2105	Retainage Payable	40,000.00	
	Total Liabilities		544,276.74

FUND EQUITY

	Unappropriated Fund Balance:		
18-000-200-2500	Fund Balance	5,915.99	
	Revenue over Expenditures - YTD	(10,000.00)	
	Balance - Current Date	(4,084.01)	
	Total Fund Equity		(4,084.01)
	Total Liabilities and Equity		540,192.73

City of Coos Bay
Balance Sheet
July 31, 2021

Water Quality SDC Fund

LIABILITIES AND EQUITY

FUND EQUITY

Unappropriated Fund Balance:			
20-000-200-2500	Fund Balance	270,335.90	
	Revenue over Expenditures - YTD	(270,335.90)	
	Balance - Current Date		.00
	Total Fund Equity		.00
	Total Liabilities and Equity		.00

City of Coos Bay
Balance Sheet
July 31, 2021

Fire Dept Equipment Reserve

ASSETS

27-000-100-1001	Cash - Combined Fund	47,667.11	
	Total Assets		47,667.11

LIABILITIES AND EQUITY

FUND EQUITY

	Unappropriated Fund Balance:		
27-000-200-2500	Fund Balance	47,642.58	
	Revenue over Expenditures - YTD	24.53	
	Balance - Current Date	47,667.11	
	Total Fund Equity		47,667.11
	Total Liabilities and Equity		47,667.11

City of Coos Bay
Balance Sheet
July 31, 2021

Water Quality Improvement Fund

ASSETS

29-000-100-1001	Cash - Combined Fund	5,098,638.15	
	Total Assets		5,098,638.15

LIABILITIES AND EQUITY

LIABILITIES

29-000-200-2001	Accounts Payable	39,749.20	
29-000-200-2105	Retainage Payable	5,804.94	
	Total Liabilities		45,554.14

FUND EQUITY

	Unappropriated Fund Balance:		
29-000-200-2500	Fund Balance	5,050,444.07	
	Revenue over Expenditures - YTD	2,639.94	
	Balance - Current Date	5,053,084.01	
	Total Fund Equity		5,053,084.01
	Total Liabilities and Equity		5,098,638.15

City of Coos Bay
Balance Sheet
July 31, 2021

Major Capital Reserve Fund

LIABILITIES AND EQUITY

FUND EQUITY

Unappropriated Fund Balance:			
34-000-200-2500	Fund Balance	162,628.91	
	Revenue over Expenditures - YTD	(162,628.91)	
	Balance - Current Date		.00
	Total Fund Equity		.00
	Total Liabilities and Equity		.00

City of Coos Bay
Balance Sheet
July 31, 2021

Jurisdictional Exchange Fund

ASSETS

39-000-100-1001	Cash - Combined Fund	271,762.38	
39-000-100-1150	Investments - Nonspendable	4,800,000.00	
	Total Assets		5,071,762.38

LIABILITIES AND EQUITY

LIABILITIES

39-000-200-2105	Retainage Payable	107,995.63	
	Total Liabilities		107,995.63

FUND EQUITY

39-000-200-2501	Fund Balance - Nonspendable	4,800,000.00	
	Unappropriated Fund Balance:		
39-000-200-2500	Fund Balance	161,201.83	
	Revenue over Expenditures - YTD	2,564.92	
	Balance - Current Date	163,766.75	
	Total Fund Equity		4,963,766.75
	Total Liabilities and Equity		5,071,762.38

City of Coos Bay
Balance Sheet
July 31, 2021

Technology Reserve Fund

ASSETS

40-000-100-1001	Cash - Combined Fund	(	5,478.74)	
40-000-100-1101	Prepaid Expense		5,484.05	
	Total Assets			5.31

LIABILITIES AND EQUITY

LIABILITIES

40-000-200-2001	Accounts Payable		2,271.24	
	Total Liabilities			2,271.24

FUND EQUITY

	Unappropriated Fund Balance:			
40-000-200-2500	Fund Balance		119,684.11	
	Revenue over Expenditures - YTD	(	121,950.04)	
	Balance - Current Date	(	2,265.93)	
	Total Fund Equity			(2,265.93)
	Total Liabilities and Equity			5.31

City of Coos Bay
Balance Sheet
July 31, 2021

CAD Group Reserve Fund

ASSETS

41-000-100-1001	Cash - Combined Fund	8,814.65	
	Total Assets		8,814.65

LIABILITIES AND EQUITY

LIABILITIES

41-000-200-2200	Visa Payable	71.34	
	Total Liabilities		71.34

FUND EQUITY

	Unappropriated Fund Balance:		
41-000-200-2500	Fund Balance	8,810.08	
	Revenue over Expenditures - YTD	(66.77)	
	Balance - Current Date	8,743.31	
	Total Fund Equity		8,743.31
	Total Liabilities and Equity		8,814.65

City of Coos Bay
Balance Sheet
July 31, 2021

Rainy Day Reserve Fund

ASSETS

42-000-100-1001	Cash - Combined Fund	532,425.54	
42-000-100-1511	STIF Loan GO Bond Fund	484,926.15	
	Total Assets		1,017,351.69

LIABILITIES AND EQUITY

FUND EQUITY

	Unappropriated Fund Balance:		
42-000-200-2500	Fund Balance	532,151.54	
	Revenue over Expenditures - YTD	485,200.15	
	Balance - Current Date	1,017,351.69	
	Total Fund Equity		1,017,351.69
	Total Liabilities and Equity		1,017,351.69

City of Coos Bay
Balance Sheet
July 31, 2021

Capital Improvement Fund

ASSETS

45-000-100-1001	Cash - Combined Fund	2,046,607.25	
	Total Assets		2,046,607.25

LIABILITIES AND EQUITY

LIABILITIES

45-000-200-2001	Accounts Payable	357,271.25	
	Total Liabilities		357,271.25

FUND EQUITY

	Unappropriated Fund Balance:		
45-000-200-2500	Fund Balance	(357,271.25)	
	Revenue over Expenditures - YTD	2,046,607.25	
	Balance - Current Date	1,689,336.00	
	Total Fund Equity		1,689,336.00
	Total Liabilities and Equity		2,046,607.25

City of Coos Bay
Balance Sheet
July 31, 2021

SDC Fund

ASSETS

46-000-100-1001	Cash - Combined Fund	291,285.81	
	Total Assets		291,285.81

LIABILITIES AND EQUITY

FUND EQUITY

Unappropriated Fund Balance:			
Revenue over Expenditures - YTD	291,285.81		
Balance - Current Date		291,285.81	
Total Fund Equity			291,285.81
Total Liabilities and Equity			291,285.81

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

General Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	3,058,500.00	3,058,500.00	.0
Property Taxes	.00	.00	6,751,945.00	6,751,945.00	.0
Franchise Taxes	.00	.00	2,020,000.00	2,020,000.00	.0
Licenses & Permits	5,378.03	5,378.03	153,200.00	147,821.97	3.5
Fines, Grants & State Revenues	6,299.58	6,299.58	848,650.00	842,350.42	.7
Use Of Money & Property	8,738.43	8,738.43	81,000.00	72,261.57	10.8
Services	58,812.98	58,812.98	1,328,521.00	1,269,708.02	4.4
Repayments	.00	.00	848,000.00	848,000.00	.0
Other Revenue	2,348.90	2,348.90	25,550.00	23,201.10	9.2
Other Financing Sources	.00	.00	1,428,500.00	1,428,500.00	.0
Total Fund Revenue	81,577.92	81,577.92	16,543,866.00	16,462,288.08	.5
<u>Expenditures</u>					
City Council	1,753.62	1,753.62	165,800.00	164,046.38	1.1
City Manager	6,694.57	6,694.57	88,690.00	81,995.43	7.6
Urban Renewal Administration	79,047.99	79,047.99	935,903.00	856,855.01	8.5
Finance Department	14,381.76	14,381.76	186,181.00	171,799.24	7.7
City Attorney	4,182.06	4,182.06	63,351.00	59,168.94	6.6
City Hall	8,247.18	8,247.18	175,000.00	166,752.82	4.7
Community Promotion & Support	.00	.00	41,249.00	41,249.00	.0
Non Departmental	246,880.55	246,880.55	509,373.00	262,492.45	48.5
Other Financing Uses	.00	.00	4,280,284.00	4,280,284.00	.0
Police Administration	342,329.94	342,329.94	4,729,354.00	4,387,024.06	7.2
Police Support Services	86,511.77	86,511.77	1,108,589.00	1,022,077.23	7.8
Codes Enforcement	3,626.31	3,626.31	116,792.00	113,165.69	3.1
Fire Department Operations	228,863.22	228,863.22	3,102,709.00	2,873,845.78	7.4
PW/CD - Planning Division	19,587.60	19,587.60	400,136.00	380,548.40	4.9
PW/CD - Engineering Division	4,016.80	4,016.80	74,146.00	70,129.20	5.4
PW/CD - Parks Division	25,224.25	25,224.25	566,309.00	541,084.75	4.5
Total Expenditures	1,071,347.62	1,071,347.62	16,543,866.00	15,472,518.38	6.5
Net Revenue Over Expenditures	(989,769.70)	(989,769.70)	.00	989,769.70	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Gas Tax Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	540,000.00	540,000.00	.0
Licenses & Permits	.00	.00	500.00	500.00	.0
Revenue From Other Agencies	.00	.00	1,150,000.00	1,150,000.00	.0
Use Of Money & Property	115.10	115.10	1,000.00	884.90	11.5
Miscellaneous	1,312.11	1,312.11	10,000.00	8,687.89	13.1
Other Financing Sources	.00	.00	313,500.00	313,500.00	.0
Total Fund Revenue	1,427.21	1,427.21	2,015,000.00	2,013,572.79	.1
<u>Expenditures</u>					
Expenditures	75,575.47	75,575.47	2,015,000.00	1,939,424.53	3.8
Total Expenditures	75,575.47	75,575.47	2,015,000.00	1,939,424.53	3.8
Net Revenue Over Expenditures	(74,148.26)	(74,148.26)	.00	74,148.26	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Water Quality Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	2,990,000.00	2,990,000.00	.0
Licenses & Permits	.00	.00	500.00	500.00	.0
Revenue From Other Agencies	31,602.41	31,602.41	390,000.00	358,397.59	8.1
Use Of Money & Property	4,884.62	4,884.62	35,000.00	30,115.38	14.0
Current Services	765.64	765.64	7,074,000.00	7,073,234.36	.0
Other Revenue	2.50	2.50	500.00	497.50	.5
Transfers In	5,563,457.81	5,563,457.81	5,850,938.00	287,480.19	95.1
Total Fund Revenue	5,600,712.98	5,600,712.98	16,340,938.00	10,740,225.02	34.3
<u>Expenditures</u>					
WQ Administration Expenditures	672,139.18	672,139.18	10,609,968.00	9,937,828.82	6.3
WQ Plant #1 Expenditures	85,187.35	85,187.35	2,030,855.00	1,945,667.65	4.2
WQ Plant #2 Expenditures	40,627.10	40,627.10	1,502,753.00	1,462,125.90	2.7
WQ Collection Sanitary Expend	55,965.66	55,965.66	1,525,112.00	1,469,146.34	3.7
WQ Collection Stormwater Exp	33,174.21	33,174.21	672,250.00	639,075.79	4.9
Total Expenditures	887,093.50	887,093.50	16,340,938.00	15,453,844.50	5.4
Net Revenue Over Expenditures	4,713,619.48	4,713,619.48	.00	(4,713,619.48)	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Hotel/Motel Tax Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	275,000.00	275,000.00	.0
Taxes	.00	.00	850,000.00	850,000.00	.0
Use Of Money & Property	45.64	45.64	1,000.00	954.36	4.6
Other Revenue	156.89	156.89	500.00	343.11	31.4
Total Fund Revenue	202.53	202.53	1,126,500.00	1,126,297.47	.0
<u>Expenditures</u>					
Expenditures	30,431.89	30,431.89	1,126,500.00	1,096,068.11	2.7
Total Expenditures	30,431.89	30,431.89	1,126,500.00	1,096,068.11	2.7
Net Revenue Over Expenditures	(30,229.36)	(30,229.36)	.00	30,229.36	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Library Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	1,350,000.00	1,350,000.00	.0
Revenue From Other Agencies	.00	.00	1,157,500.00	1,157,500.00	.0
Use Of Money & Property	612.66	612.66	10,000.00	9,387.34	6.1
Current Services	335.72	335.72	9,000.00	8,664.28	3.7
Other Revenue	15,207.28	15,207.28	32,100.00	16,892.72	47.4
Total Fund Revenue	16,155.66	16,155.66	2,558,600.00	2,542,444.34	.6
<u>Expenditures</u>					
Expenditures	94,334.10	94,334.10	2,558,600.00	2,464,265.90	3.7
Total Expenditures	94,334.10	94,334.10	2,558,600.00	2,464,265.90	3.7
Net Revenue Over Expenditures	(78,178.44)	(78,178.44)	.00	78,178.44	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Building Codes Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	410,000.00	410,000.00	.0
Licenses & Permits	28,701.78	28,701.78	334,300.00	305,598.22	8.6
Revenue From Other Agencies	.00	.00	1,000.00	1,000.00	.0
Use Of Money & Property	275.71	275.71	4,000.00	3,724.29	6.9
Other Revenue	.00	.00	200.00	200.00	.0
Total Fund Revenue	28,977.49	28,977.49	749,500.00	720,522.51	3.9
<u>Expenditures</u>					
Expenditures	30,669.41	30,669.41	749,500.00	718,830.59	4.1
Total Expenditures	30,669.41	30,669.41	749,500.00	718,830.59	4.1
Net Revenue Over Expenditures	(1,691.92)	(1,691.92)	.00	1,691.92	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

9-1-1 Tax Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	30,000.00	30,000.00	.0
Revenue From Other Agencies	22,773.81	22,773.81	243,500.00	220,726.19	9.4
Use Of Money & Property	19.37	19.37	250.00	230.63	7.8
Total Fund Revenue	22,793.18	22,793.18	273,750.00	250,956.82	8.3
<u>Expenditures</u>					
Expenditures	17,154.74	17,154.74	273,750.00	256,595.26	6.3
Total Expenditures	17,154.74	17,154.74	273,750.00	256,595.26	6.3
Net Revenue Over Expenditures	5,638.44	5,638.44	.00	(5,638.44)	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

G.O. Bond Redemption Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	500,000.00	500,000.00	.0
Property Taxes	.00	.00	510,000.00	510,000.00	.0
Use Of Money & Property	288.52	288.52	2,000.00	1,711.48	14.4
Total Fund Revenue	288.52	288.52	1,012,000.00	1,011,711.48	.0
<u>Expenditures</u>					
Expenditures	484,926.15	484,926.15	1,012,000.00	527,073.85	47.9
Total Expenditures	484,926.15	484,926.15	1,012,000.00	527,073.85	47.9
Net Revenue Over Expenditures	(484,637.63)	(484,637.63)	.00	484,637.63	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Revenue Bond Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	5,850,938.00	5,850,938.00	.0
Total Fund Revenue	.00	.00	5,850,938.00	5,850,938.00	.0
<u>Expenditures</u>					
Expenditures	5,563,457.81	5,563,457.81	5,850,938.00	287,480.19	95.1
Total Expenditures	5,563,457.81	5,563,457.81	5,850,938.00	287,480.19	95.1
Net Revenue Over Expenditures	(5,563,457.81)	(5,563,457.81)	.00	5,563,457.81	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Library ESO Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	520,000.00	520,000.00	.0
Revenue From Other Agencies	.00	.00	496,300.00	496,300.00	.0
Use Of Money & Property	320.05	320.05	1,000.00	679.95	32.0
Other Revenue	142.00	142.00	5,300.00	5,158.00	2.7
Total Fund Revenue	462.05	462.05	1,022,600.00	1,022,137.95	.1
<u>Expenditures</u>					
Expenditures	85,188.61	85,188.61	1,022,600.00	937,411.39	8.3
Total Expenditures	85,188.61	85,188.61	1,022,600.00	937,411.39	8.3
Net Revenue Over Expenditures	(84,726.56)	(84,726.56)	.00	84,726.56	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Special Improvement Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	182,000.00	182,000.00	.0
Total Fund Revenue	.00	.00	182,000.00	182,000.00	.0
<u>Expenditures</u>					
Expenditures	179,909.57	179,909.57	182,000.00	2,090.43	98.9
Total Expenditures	179,909.57	179,909.57	182,000.00	2,090.43	98.9
Net Revenue Over Expenditures	(179,909.57)	(179,909.57)	.00	179,909.57	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Street Improvement Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	1,200,000.00	1,200,000.00	.0
Total Fund Revenue	.00	.00	1,200,000.00	1,200,000.00	.0
<u>Expenditures</u>					
Expenditures	1,165,599.89	1,165,599.89	1,200,000.00	34,400.11	97.1
Total Expenditures	1,165,599.89	1,165,599.89	1,200,000.00	34,400.11	97.1
Net Revenue Over Expenditures	(1,165,599.89)	(1,165,599.89)	.00	1,165,599.89	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Parks Improvement Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	75,000.00	75,000.00	.0
Total Fund Revenue	.00	.00	75,000.00	75,000.00	.0
<u>Expenditures</u>					
Expenditures	69,536.19	69,536.19	75,000.00	5,463.81	92.7
Total Expenditures	69,536.19	69,536.19	75,000.00	5,463.81	92.7
Net Revenue Over Expenditures	(69,536.19)	(69,536.19)	.00	69,536.19	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Bike/Pedestrian Path Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	10,000.00	10,000.00	.0
Total Fund Revenue	.00	.00	10,000.00	10,000.00	.0
<u>Expenditures</u>					
Expenditures	10,000.00	10,000.00	10,000.00	.00	100.0
Total Expenditures	10,000.00	10,000.00	10,000.00	.00	100.0
Net Revenue Over Expenditures	(10,000.00)	(10,000.00)	.00	10,000.00	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Water Quality SDC Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	272,000.00	272,000.00	.0
Total Fund Revenue	.00	.00	272,000.00	272,000.00	.0
<u>Expenditures</u>					
Expenditures	270,335.90	270,335.90	272,000.00	1,664.10	99.4
Total Expenditures	270,335.90	270,335.90	272,000.00	1,664.10	99.4
Net Revenue Over Expenditures	(270,335.90)	(270,335.90)	.00	270,335.90	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Fire Dept Equipment Reserve

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	46,900.00	46,900.00	.0
Use of Money & Property	24.53	24.53	200.00	175.47	12.3
Other Financing Sources	.00	.00	24,452.00	24,452.00	.0
Total Fund Revenue	24.53	24.53	71,552.00	71,527.47	.0
<u>Expenditures</u>					
Expenditures	.00	.00	71,552.00	71,552.00	.0
Total Expenditures	.00	.00	71,552.00	71,552.00	.0
Net Revenue Over Expenditures	24.53	24.53	.00	(24.53)	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Water Quality Improvement Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	4,000,000.00	4,000,000.00	.0
Use Of Money & Property	2,639.94	2,639.94	50,000.00	47,360.06	5.3
Services	.00	.00	5,000.00	5,000.00	.0
Other Revenue	.00	.00	3,000,000.00	3,000,000.00	.0
Transfers In	.00	.00	2,000,000.00	2,000,000.00	.0
Total Fund Revenue	2,639.94	2,639.94	9,055,000.00	9,052,360.06	.0
<u>Expenditures</u>					
Expenditures	.00	.00	9,055,000.00	9,055,000.00	.0
Total Expenditures	.00	.00	9,055,000.00	9,055,000.00	.0
Net Revenue Over Expenditures	2,639.94	2,639.94	.00	(2,639.94)	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Major Capital Reserve Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	300,000.00	300,000.00	.0
Total Fund Revenue	.00	.00	300,000.00	300,000.00	.0
<u>Expenditures</u>					
Expenditures	162,628.91	162,628.91	300,000.00	137,371.09	54.2
Total Expenditures	162,628.91	162,628.91	300,000.00	137,371.09	54.2
Net Revenue Over Expenditures	(162,628.91)	(162,628.91)	.00	162,628.91	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Jurisdictional Exchange Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	4,896,000.00	4,896,000.00	.0
Use Of Money & Property	2,564.92	2,564.92	40,000.00	37,435.08	6.4
Total Fund Revenue	2,564.92	2,564.92	4,936,000.00	4,933,435.08	.1
<u>Expenditures</u>					
Expenditures	.00	.00	4,936,000.00	4,936,000.00	.0
Total Expenditures	.00	.00	4,936,000.00	4,936,000.00	.0
Net Revenue Over Expenditures	2,564.92	2,564.92	.00	(2,564.92)	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Technology Reserve Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	165,000.00	165,000.00	.0
Total Fund Revenue	.00	.00	165,000.00	165,000.00	.0
<u>Expenditures</u>					
Expenditures	121,950.04	121,950.04	165,000.00	43,049.96	73.9
Total Expenditures	121,950.04	121,950.04	165,000.00	43,049.96	73.9
Net Revenue Over Expenditures	(121,950.04)	(121,950.04)	.00	121,950.04	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

CAD Group Reserve Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	6,500.00	6,500.00	.0
Revenue From Other Agencies	.00	.00	2,000.00	2,000.00	.0
Use of Money & Property	4.57	4.57	200.00	195.43	2.3
Other Financing Sources	.00	.00	10,000.00	10,000.00	.0
Total Fund Revenue	4.57	4.57	18,700.00	18,695.43	.0
<u>Expenditures</u>					
Expenditures	71.34	71.34	18,700.00	18,628.66	.4
Total Expenditures	71.34	71.34	18,700.00	18,628.66	.4
Net Revenue Over Expenditures	(66.77)	(66.77)	.00	66.77	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Rainy Day Reserve Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Carryover	.00	.00	528,000.00	528,000.00	.0
Use of Money & Property	274.00	274.00	7,500.00	7,226.00	3.7
Source 380	484,926.15	484,926.15	490,000.00	5,073.85	99.0
Transfers In	.00	.00	60,000.00	60,000.00	.0
Total Fund Revenue	485,200.15	485,200.15	1,085,500.00	600,299.85	44.7
<u>Expenditures</u>					
Expenditures	.00	.00	1,085,500.00	1,085,500.00	.0
Total Expenditures	.00	.00	1,085,500.00	1,085,500.00	.0
Net Revenue Over Expenditures	485,200.15	485,200.15	.00	(485,200.15)	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

Capital Improvement Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Revenue From Other Agencies	250,531.73	250,531.73	1,150,000.00	899,468.27	21.8
Use Of Money & Property	508.81	508.81	15,000.00	14,491.19	3.4
Services	2,538.69	2,538.69	1,000,000.00	997,461.31	.3
Liens & Loan Repayment	.00	.00	3,000.00	3,000.00	.0
Miscellaneous	84,531.83	84,531.83	255,000.00	170,468.17	33.2
Other Financing Sources	1,709,624.60	1,709,624.60	2,651,500.00	941,875.40	64.5
Total Fund Revenue	2,047,735.66	2,047,735.66	5,074,500.00	3,026,764.34	40.4
<u>Expenditures</u>					
Expenditures	1,128.41	1,128.41	5,074,500.00	5,073,371.59	.0
Total Expenditures	1,128.41	1,128.41	5,074,500.00	5,073,371.59	.0
Net Revenue Over Expenditures	2,046,607.25	2,046,607.25	.00	(2,046,607.25)	.0

City of Coos Bay
Fund Summary
For the 1 Months Ending July 31, 2021

SDC Fund

	Period Actual	YTD Actual	Budget	Variance	Pcnt
<u>Revenue</u>					
Use Of Money & Property	149.91	149.91	2,000.00	1,850.09	7.5
Other Financing Sources	291,135.90	291,135.90	292,800.00	1,664.10	99.4
Total Fund Revenue	291,285.81	291,285.81	294,800.00	3,514.19	98.8
<u>Expenditures</u>					
Expenditures	.00	.00	294,800.00	294,800.00	.0
Total Expenditures	.00	.00	294,800.00	294,800.00	.0
Net Revenue Over Expenditures	291,285.81	291,285.81	.00	(291,285.81)	.0

Check Issue Date	Check Number	Payee	GL Account	Check Amount
07/07/2021	124768	Operations Management International	030002002001	215,015.32-
07/07/2021	124769	OR Dept of Environ Quality	030002002001	2,480.00-
Total 07/07/2021:				217,495.32-
07/15/2021	124779	Bay Area Chamber of Commerce	330002002001	549.06
07/15/2021	124780	Cardinal Services Inc.	330002002001	8,054.40
07/15/2021	124781	Coastal Paper & Supply Inc	330002002001	80.64
07/15/2021	124782	Meyer, Mikah	330002002001	3,000.00
07/15/2021	124783	Oregon Coast Magazine	330002002001	3,072.75
07/15/2021	124784	Oregon Destination Association	330002002001	700.00
07/15/2021	124785	Oregon TV LLC	330002002001	1,810.00
07/15/2021	124786	KATU TV/Sinclair Broadcast Group	330002002001	2,100.00
07/15/2021	124787	South Coast Office Supply	330002002001	164.25
07/15/2021	124788	Statehood Media LLC	330002002001	1,550.00
07/15/2021	124789	Steven Michael Smith	330002002001	300.00
07/15/2021	124790	Vend West Services Inc.	330002002001	199.00
07/15/2021	124791	Wade Holland Media	330002002001	2,000.00
07/15/2021	124792	Abel Insurance Agency	010002002001	1,645.84
07/15/2021	124793	Access Information Protected	020002002001	43.83
07/15/2021	124794	ACE Hardware #15837	020002002001	97.41
07/15/2021	124795	Advantage Security LLC	070002002001	37.95
07/15/2021	124796	Agri-Tech Design	070002002001	492.00
07/15/2021	124797	Airgas USA LLC	030002002001	7,074.27
07/15/2021	124798	Azavar Audit Solutions	050002002001	1,455.00
07/15/2021	124799	Bay Appliance & TV	010002002001	2,819.00
07/15/2021	124800	Beaver Hill Professional Maintenance LLC	010002002001	175.00
07/15/2021	124801	Big A Autoworks	010002002001	6.06
07/15/2021	124802	Blackstone Publishing	070002002001	41.60
07/15/2021	124803	BridgeTower Media	290002002001	140.36
07/15/2021	124804	C & S Fire Safe Services LLC	010002002001	669.00
07/15/2021	124805	CECO Inc	140002002001	3,898.76
07/15/2021	124806	Cengage Learning Inc	070002002001	514.98
07/15/2021	124807	Central Station Monitoring	010002002001	26.95
07/15/2021	124808	CentralSquare Technologies	030002002001	1,530.00
07/15/2021	124809	Certified Folder Display Service Inc	330002002001	5,629.44
07/15/2021	124810	CH2M Hill Engineers Inc	030002002001	3,502.50
07/15/2021	124811	Chavez, Anna	010002002001	860.00
07/15/2021	124812	Clean Rivers Erosion Control Inc.	010002002001	4,875.00
07/15/2021	124813	C-N-B Security Inc	070002002001	774.00
07/15/2021	124814	Coast Metal Works Inc	030002002001	142.50
07/15/2021	124815	Coastal Paper & Supply Inc	010002002001	676.72
07/15/2021	124816	Consolidated Supply Co.	050002002001	663.59
07/15/2021	124817	Coos Art Museum	050002002001	1,250.00
07/15/2021	124818	Coos Bay-North Bend Rotary Club	070002002001	200.00
07/15/2021	124819	Cummins Northwest	010002002001	1,309.54
07/15/2021	124820	Demco	070002002001	145.52
07/15/2021	124821	Dito LLC	140002002001	24.00
07/15/2021	124822	Diversified Inspections/ITL Inc	010002002001	1,497.83
07/15/2021	124823	Dyer Partnership, The	290002002001	61,158.00

Check Issue Date	Check Number	Payee	GL Account	Check Amount
07/15/2021	124824	EBSCO Information Services	140002002001	16,958.00
07/15/2021	124825	EdTech Logistics LLC	140002002001	2,200.00
07/15/2021	124826	Electro Scan Inc.	030002002001	3,161.35
07/15/2021	124827	Emerald Pool & Patio	010002002001	1,666.30
07/15/2021	124828	Empire Mercantile	020002002001	4.50
07/15/2021	124829	Farr's True Value Hdwr	020002002001	627.10
07/15/2021	124830	Farwest Tire & Auto Inc.	030002002001	3,839.67
07/15/2021	124831	Fastenal Company	290002002001	220.21
07/15/2021	124832	Ferguson Enterprises #3007	450002002001	900.54
07/15/2021	124833	Gold Coast Truck Repair Inc	030002002001	1,466.37
07/15/2021	124834	Golder Company Inc	030002002001	8,027.26
07/15/2021	124835	ImageTrend Inc	010002002001	2,500.00
07/15/2021	124836	Ingram	070002002001	2,106.36
07/15/2021	124837	Interstate Battery System of Central OR	030002002001	269.80
07/15/2021	124838	IPS Electric LLC	030002002001	1,104.95
07/15/2021	124840	Knife River	020002002001	212.46
07/15/2021	124841	Koontz Machine & Welding Inc.	010002002001	9,625.00
07/15/2021	124842	Kyle Electric Inc	010002002001	3,982.59
07/15/2021	124843	L.N. Curtis & Sons	010002002001	315.48
07/15/2021	124844	League of Oregon Cities	330002002001	15,470.40
07/15/2021	124845	Lexipol LLC	010002002001	2,640.00
07/15/2021	124846	Marshfield Sun Association Inc.	050002002001	125.00
07/15/2021	124847	Meyers, Beverly J	170002002001	200.85
07/15/2021	124848	Net Assets Corporation	010002002001	384.00
07/15/2021	124849	Noble, Brenda	010002002001	60.00
07/15/2021	124850	OCLC Inc	140002002001	3,674.98
07/15/2021	124851	O'Connor, Wesley	010002002001	39.00
07/15/2021	124852	One Call Concepts Inc	030002002001	135.60
07/15/2021	124853	O'Neills Overhead Doors	010002002001	449.25
07/15/2021	124854	Operations Management International	030002002001	210,924.83
07/15/2021	124856	OR Dept of Environ Quality	030002002001	1,257.00
07/15/2021	124857	OR Dept of Environ Quality	030002002001	16,112.00
07/15/2021	124858	Oregon Coast Historical Railway	050002002001	750.00
07/15/2021	124859	Oregon Linen	020002002001	29.55
07/15/2021	124860	Oregon Pacific Co	030002002001	23,113.02
07/15/2021	124861	Oregon Tool & Supply Inc	030002002001	15,201.40
07/15/2021	124862	OverDrive Inc.	140002002001	1,601.01
07/15/2021	124863	Pacific Habitat Services Inc	340002002001	452.50
07/15/2021	124864	Patrick Myers Inc.	020002002001	575.00
07/15/2021	124866	Public Disposal & Recycling	020002002001	238.00
07/15/2021	124868	SC&AGE Inc.	050002002001	50.00
07/15/2021	124869	South Coast Saw & Garden	010002002001	120.00
07/15/2021	124870	Sprague Pest Solutions	070002002001	373.66
07/15/2021	124871	Sternberg Lanterns Inc.	020002002001	6,450.00
07/15/2021	124872	Stuntzner Engineering & Forestry LLC	340002002001	576.00
07/15/2021	124873	Thomson Reuters - West	140002002001	749.98
07/15/2021	124874	Vend West Services Inc.	010002002001	59.95
Total 07/15/2021:				487,957.67

Check Issue Date	Check Number	Payee	GL Account	Check Amount
07/20/2021	124875	Abel Insurance Agency	030002002001	41,286.00
07/20/2021	124876	ACE Hardware #15837	020002002001	36.56
07/20/2021	124877	Action Trophies	010002002001	14.00
07/20/2021	124878	AUS West Lockbox	070002002001	32.00
07/20/2021	124879	Bassett-Hyland Energy Co	020002002001	156.18
07/20/2021	124880	Bay Area Chamber of Commerce	330002002001	101.08
07/20/2021	124881	BNT Promotional Products	010002002001	70.00
07/20/2021	124882	Bob Dillard Consulting	030002002001	4,410.00
07/20/2021	124883	BMI	010002002001	368.00
07/20/2021	124884	Builders FirstSource Inc	010002002001	337.12
07/20/2021	124885	Cardinal Services Inc.	020002002001	6,555.00
07/20/2021	124886	CECO Inc	030002002001	8,626.08
07/20/2021	124887	Cengage Learning Inc	070002002001	419.23
07/20/2021	124888	CentralSquare Technologies	030002002001	9,450.00
07/20/2021	124889	CH2M Hill Engineering Inc	290002002001	7,020.63
07/20/2021	124890	Chavez, Anna	010002002001	860.00
07/20/2021	124891	CIS	140002002001	406,849.11
07/20/2021	124892	C-N-B Security Inc	070002002001	774.00
07/20/2021	124893	Coast Metal Works Inc	010002002001	50.00
07/20/2021	124894	Coastal Paper & Supply Inc	010002002001	445.10
07/20/2021	124895	Coos Bay Printing	010002002001	427.84
07/20/2021	124896	Country Media Inc	010002002001	305.49
07/20/2021	124897	Critter Country	010002002001	100.00
07/20/2021	124898	Crow/Clay and Assoc. Inc	290002002001	2,788.20
07/20/2021	124899	D & S Coastal Fitness Enterprise	010002002001	937.50
07/20/2021	124900	Day Wireless Systems Inc	010002002001	1,557.40
07/20/2021	124901	Demco	140002002001	2,010.29
07/20/2021	124902	Digital Dolphin	010002002001	78.70
07/20/2021	124903	Donovan Enterprises Inc	030002002001	350.00
07/20/2021	124904	Dyer Partnership, The	290002002001	18,255.43
07/20/2021	124905	Scoville, Robert	010002002001	153.52
07/20/2021	124906	U.S. Cellular	070002002001	413.11
Total 07/20/2021:				515,237.57
07/23/2021	124908	Englund Marine Supply Co Inc	010002002001	4.20
07/23/2021	124909	Enviro-Clean Equipment	030002002001	892.51
07/23/2021	124910	Farr's True Value Hdwr	030002002001	327.61
07/23/2021	124911	Farwest Tire & Auto Inc.	020002002001	1,027.73
07/23/2021	124912	Fastenal Company	030002002001	180.98
07/23/2021	124913	Ferguson Enterprises #3007	010002002001	295.47
07/23/2021	124914	Fisher's RPM Electric Motors Inc	030002002001	5,888.00
07/23/2021	124915	Frasier, Robert Paul	010002002001	1,500.00
07/23/2021	124916	Front Street Auto Body	030002002001	686.40
07/23/2021	124917	Golder Company Inc	030002002001	701.82
07/23/2021	124918	Granich Engineered Products Inc	030002002001	25,151.15
07/23/2021	124919	HASA Inc	030002002001	4,735.72
07/23/2021	124920	Honda World	010002002001	1,274.08
07/23/2021	124921	Hughes Fire Equipment Inc	010002002001	266.98
07/23/2021	124922	IBS Incorporated	030002002001	1,243.78

Check Issue Date	Check Number	Payee	GL Account	Check Amount
07/23/2021	124923	Ingram	070002002001	1,748.31
07/23/2021	124924	Interstate Battery System of Central OR	020002002001	154.40
07/23/2021	124925	IPS Electric LLC	030002002001	522.50
07/23/2021	124926	Iron Mountain Inc.	010002002001	83.88
07/23/2021	124927	Johnson Rock Products Inc	320002002001	500.00
07/23/2021	124928	Keith's Sporting Goods Inc	010002002001	5,032.00
07/23/2021	124929	Knife River	010002002001	975.18
07/23/2021	124931	Koehler JR, Gary	320002002001	740.00
07/23/2021	124932	Kyle Electric Inc	020002002001	265.60
07/23/2021	124933	L.N. Curtis & Sons	010002002001	344.11
07/23/2021	124934	League of Oregon Cities	010002002001	350.00
07/23/2021	124935	Les Schwab Tire Centers	020002002001	1,234.43
07/23/2021	124936	Local Government Law Group P.C.	010002002001	4,042.50
07/23/2021	124937	Lounsbury, Robert	010002002001	100.00
07/23/2021	124938	Mango Languages	140002002001	5,190.57
07/23/2021	124939	Midwest Tape	070002002001	658.36
07/23/2021	124940	Moe's Super Lube	140002002001	48.00
07/23/2021	124941	Noble, Brenda	010002002001	20.00
07/23/2021	124942	North Bend Medical Center	010002002001	610.00
07/23/2021	124943	Northwest Landscape Management Inc	020002002001	2,798.27
07/23/2021	124944	ODOT Financial Svcs MS#21	020002002001	978.52
07/23/2021	124945	Orbis Cascade Alliance	140002002001	6,632.00
07/23/2021	124946	Oregon Linen	020002002001	73.87
07/23/2021	124947	Oregon Pacific Co	020002002001	225.00
07/23/2021	124948	Oregon Tool & Supply Inc	020002002001	57.90
07/23/2021	124949	Pacific Office Automation	010002002001	77.78
07/23/2021	124950	Pacific Power & Light Co	330002002001	18.92
07/23/2021	124965	Perry's Supply	010002002001	15.98
07/23/2021	124966	Peterson Machinery Co.	020002002001	153.03
07/23/2021	124967	Phil's Lock & Key	010002002001	61.00
07/23/2021	124968	Pure Water Aquatics	010002002001	95.86
07/23/2021	124969	Reese Electric Co Inc	020002002001	3,085.88
07/23/2021	124970	WatchGuard Inc	340002002001	6,620.00
Total 07/23/2021:				87,690.28
07/26/2021	124971	Bullfrog Enterprises	080002002001	374.92
07/26/2021	124973	Roto-Rooter Inc	030002002001	8,650.00
07/26/2021	124974	Scoville, Robert	010002002001	510.00
07/26/2021	124975	SeaWestern	010002002001	7,262.57
07/26/2021	124976	Seleshanko, Alexei	020002002001	20.84
07/26/2021	124977	Sherwin-Williams Co	020002002001	19.01
07/26/2021	124978	SHI International Corp	030002002001	191.61
07/26/2021	124979	KVAL/Sinclair Broadcast Group	070002002001	430.00
07/26/2021	124980	Snelgrove Construction	010002002001	15,549.86
07/26/2021	124981	South Coast Office Supply	080002002001	6,607.38
07/26/2021	124982	South Coast Powder Coating	070002002001	400.00
07/26/2021	124983	South Coast Saw & Garden	010002002001	105.80
07/26/2021	124984	Spectrum	140002002001	102.00
07/26/2021	124985	Stantec Consulting Services Inc.	290002002001	357.00

Check Issue Date	Check Number	Payee	GL Account	Check Amount
07/26/2021	124986	Stuntzner Engineering & Forestry LLC	340002002001	2,059.30
07/26/2021	124987	Target Solutions Learning LLC	010002002001	3,614.08
07/26/2021	124988	The Huntsmen Wildlife Management Service	010002002001	750.00
07/26/2021	124989	The News-Review	070002002001	247.20
07/26/2021	124990	Tower Motor Co	010002002001	90.33
07/26/2021	124991	Uline	010002002001	313.65
07/26/2021	124992	Vend West Services Inc.	020002002001	167.15
07/26/2021	124993	Wardrobe Cleaners	010002002001	19.20
07/26/2021	124994	Waterdude Solutions LLC	030002002001	31,121.18
07/26/2021	124995	West Coast Contractors Inc	020002002001	3,406.00
07/26/2021	124996	West Coast Fencing	010002002001	315.00
07/26/2021	124997	Willamette Graystone	010002002001	102.61
07/26/2021	124998	Xerox Corporation	070002002001	133.39
07/26/2021	124999	Xerox Corporation	070002002001	122.99
Total 07/26/2021:				83,043.07
07/27/2021	125000	Brookwood Press Inc	330002002001	850.00
07/27/2021	125001	Cardinal Services Inc.	330002002001	10,674.39
07/27/2021	125002	Checkerberry's Flowers and Gifts	330002002001	108.00
07/27/2021	125003	Coastal Paper & Supply Inc	330002002001	133.51
07/27/2021	125004	Echo Creative	330002002001	33,102.69
07/27/2021	125005	Go West Summit	330002002001	2,595.00
07/27/2021	125006	ACE Hardware #15837	010002002001	139.17
07/27/2021	125007	Agri-Tech Design	070002002001	242.00
07/27/2021	125008	AUS West Lockbox	070002002001	32.00
07/27/2021	125009	Asavie Technologies Inc	070002002001	74.90
07/27/2021	125010	Billeter Marine LLC	030002002001	367.25
07/27/2021	125012	Casey, Todd	340002002001	699.00
07/27/2021	125013	CECO Inc	140002002001	396.90
07/27/2021	125014	Cengage Learning Inc	070002002001	74.07
07/27/2021	125015	Center Point Large Print	070002002001	136.02
07/27/2021	125016	Centric Elevator Corp of	010002002001	248.60
07/27/2021	125018	C-N-B Security Inc	070002002001	1,621.00
07/27/2021	125020	Coastal Spas	010002002001	1,687.00
07/27/2021	125021	Copper Goose Nursery	050002002001	1,092.00
07/27/2021	125022	DCBS Fiscal Services	080002002001	17,338.09
07/27/2021	125023	Gillespie Graphics	010002002001	150.00
07/27/2021	125024	Ingram	070002002001	250.44
07/27/2021	125025	Manges, David	030002002001	133.81
07/27/2021	125026	NeighborWorks Umpqua	010002002001	34,625.00
07/27/2021	125027	Noble, Brenda	020002002001	20.00
07/27/2021	125028	Office Depot	070002002001	230.22
07/27/2021	125029	Oregon Pacific Co	020002002001	1,704.87
07/27/2021	125030	Platter, Scott	020002002001	16.75
07/27/2021	125031	Quadient Inc	080002002001	135.00
Total 07/27/2021:				108,877.68
07/28/2021	1010	NW Natural	010002002001	2,330.19

Check Issue Date	Check Number	Payee	GL Account	Check Amount
07/28/2021	1011	Pacific Power & Light Co	020002002001	225.79
07/28/2021	1012	Pacific Power & Light Co	020002002001	36.18
07/28/2021	1013	Pacific Power & Light Co	050002002001	1,389.43
07/28/2021	1014	Pacific Power & Light Co	070002002001	26,546.55
07/28/2021	1015	Pacific Power & Light Co	030002002001	20,419.94
07/28/2021	1016	Umpqua Bank	070002002001	5,057.82
07/28/2021	1017	Umpqua Bank	030002002001	398.00
07/28/2021	1018	Umpqua Bank	410002002001	10,318.92
07/28/2021	1019	Umpqua Bank	010002002001	675.18
07/28/2021	1020	Umpqua Bank	030002002001	134.99
07/28/2021	1021	Umpqua Bank	330002002001	1,686.98
07/28/2021	1022	Umpqua Bank	050002002001	1,404.61
07/28/2021	1023	Umpqua Bank	010002002001	1,984.75
07/28/2021	1024	Umpqua Bank	010002002001	806.84
07/28/2021	1025	Umpqua Bank	170002002001	3,463.57
07/28/2021	1026	Umpqua Bank	070002002001	3,578.30
07/28/2021	1027	Umpqua Bank	070002002001	1,144.15
07/28/2021	1028	Umpqua Bank	010002002001	995.50
07/28/2021	1029	Umpqua Bank	080002002001	1,462.95
07/28/2021	1030	Umpqua Bank	010002002001	358.94
07/28/2021	1031	Umpqua Bank	070002002001	1,486.59
07/28/2021	1032	Umpqua Bank	140002002001	7,223.45
07/28/2021	1033	Umpqua Bank	010002002001	176.30
07/28/2021	1034	Umpqua Bank	010002002001	572.10
07/28/2021	1035	Umpqua Bank	010002002001	101.99
07/28/2021	1036	Umpqua Bank	010002002001	429.51
07/28/2021	1037	Umpqua Bank	030002002001	1,403.11
Total 07/28/2021:				95,812.63
07/29/2021	1038	Umpqua Bank	010002002001	6,877.98
07/29/2021	1039	Umpqua Bank	010002002001	546.80
07/29/2021	1040	Umpqua Bank	010002002001	162.65
07/29/2021	1041	Umpqua Bank	070002002001	1,946.38
07/29/2021	1042	Umpqua Bank	010002002001	348.45
07/29/2021	1043	Umpqua Bank	010002002001	1,300.52
07/29/2021	1044	Umpqua Bank	010002002001	724.15
07/29/2021	1045	Umpqua Bank	070002002001	436.41
07/29/2021	1046	Umpqua Bank	010002002001	800.57
07/29/2021	1047	Umpqua Bank	050002002001	1,845.42
07/29/2021	1048	Umpqua Bank	010002002001	110.00
07/29/2021	1049	Umpqua Bank	030002002001	13,515.35
07/29/2021	125032	Horn, Casey M	010002002001	3,000.00
Total 07/29/2021:				31,614.68
07/30/2021	1050	Umpqua Bank	030002002001	.01
07/30/2021	1051	Umpqua Bank	330002002001	7,347.90
07/30/2021	1052	Umpqua Bank	330002002001	123.30
07/30/2021	1053	Umpqua Bank	330002002001	7,077.04

Check Issue Date	Check Number	Payee	GL Account	Check Amount
Total 07/30/2021:				14,548.25
07/31/2021	1051	REVERSE DOUBLE POST OF CK#1051 UM	330002002001	3,673.95-
07/31/2021	1052	REVERSE DOUBLE POST OF CK#1052 UM	330002002001	61.65-
07/31/2021	1053	REVERSE DOUBLE POST OF CK#1053 UM	330002002001	3,538.52-
Total 07/31/2021:				7,274.12-
Grand Totals:				1,200,012.39

Check Issue Date	Check Number	Payee	GL Account	Check Amount
07/15/2021	124854	Operations Management International	030002002001	210,924.83
Total 07/15/2021:				210,924.83
07/20/2021	124891	CIS	030002002001	364,272.41
Total 07/20/2021:				364,272.41
Grand Totals:				575,197.24

Check Issue Date	Check Number	Payee	GL Account	Amount
07/01/2021	36671	Lhendup, Ruth Elizabeth	99-000-100-1012	163.47-
Total 07/01/2021:				163.47-
07/07/2021	36672	Westmark, Rebekah J.	99-000-100-1012	2,664.38-
Total 07/07/2021:				2,664.38-
07/15/2021	24072	Seldon, Michael A	99-000-100-1012	1,378.96-
07/15/2021	24073	Barr, Crystal C	99-000-100-1012	1,443.74-
07/15/2021	24074	Hossley, James G	99-000-100-1012	1,482.46-
07/15/2021	24075	Davis, Tonya L	99-000-100-1012	1,088.76-
07/15/2021	24076	Wirsing, Jennifer L	99-000-100-1012	2,151.62-
07/15/2021	24077	Sheaffer, Walter P	99-000-100-1012	593.84-
07/15/2021	24078	Crandall, David W	99-000-100-1012	1,234.16-
07/15/2021	24079	Pierson, Samantha K	99-000-100-1012	1,167.29-
07/15/2021	24080	Addis, Paul W	99-000-100-1012	458.47-
07/15/2021	24081	Wilson-Larsen, Rhonda M	99-000-100-1012	1,628.33-
07/15/2021	24082	Cupp, Tessa M	99-000-100-1012	1,326.69-
07/15/2021	24083	Rogers, Terry Scott	99-000-100-1012	625.26-
07/15/2021	24084	Merritt, Sean Trefle	99-000-100-1012	1,125.85-
07/15/2021	24085	Esperance, Christine Marie	99-000-100-1012	900.18-
07/15/2021	24086	Pollin, Tracye K.	99-000-100-1012	1,765.53-
07/15/2021	24087	Pickett, Jennifer M	99-000-100-1012	922.50-
07/15/2021	24088	McGarity, Kristen	99-000-100-1012	1,603.63-
07/15/2021	24089	Westrum, Michelle Lee	99-000-100-1012	909.05-
07/15/2021	24090	Henthorn, Daniel Ryan	99-000-100-1012	1,766.58-
07/15/2021	24091	Fleming, Samantha J	99-000-100-1012	915.46-
07/15/2021	24092	Miller, Shannon Louise	99-000-100-1012	1,339.35-
07/15/2021	36673	Coney, Joseph A	99-000-100-1012	1,326.69-
Total 07/15/2021:				27,154.40-
07/30/2021	24096	Anderson, Mark R	99-000-100-1012	6,066.88-
07/30/2021	24097	Seldon, Michael A	99-000-100-1012	5,648.54-
07/30/2021	24098	Wilson, Jason H	99-000-100-1012	6,091.27-
07/30/2021	24099	Haagen, Kevin J	99-000-100-1012	5,557.56-
07/30/2021	24100	Cunningham, Kevin D	99-000-100-1012	4,963.27-
07/30/2021	24101	Vetter, Douglas J	99-000-100-1012	6,436.53-
07/30/2021	24102	Takis, Stephen P	99-000-100-1012	6,594.69-
07/30/2021	24103	Adkins, Jeffery S	99-000-100-1012	6,775.83-
07/30/2021	24104	Guenther, John J	99-000-100-1012	6,319.83-
07/30/2021	24105	Taylor, Lucas Timothy	99-000-100-1012	7,244.77-
07/30/2021	24106	Ouellette, Gabriel L	99-000-100-1012	7,084.12-
07/30/2021	24107	Owens, Caleb B	99-000-100-1012	5,476.11-
07/30/2021	24108	Linkenheimer, Braden	99-000-100-1012	5,884.66-
07/30/2021	24109	Saccente, Anthony	99-000-100-1012	6,669.64-
07/30/2021	24110	McGonagle, Joshua Loren	99-000-100-1012	5,616.94-
07/30/2021	24111	McClintock, Nathan Byron	99-000-100-1012	4,167.78-
07/30/2021	24112	Mickelson, Jackie Rose	99-000-100-1012	3,176.20-
07/30/2021	24113	Rutherford, Nichole Marie	99-000-100-1012	5,699.12-

Check Issue Date	Check Number	Payee	GL Account	Amount
07/30/2021	24114	Olson, Melissa Renee	99-000-100-1012	5,787.13-
07/30/2021	24115	Sandahl, Kristin Anne	99-000-100-1012	3,537.33-
07/30/2021	24116	Stark, Meghan A	99-000-100-1012	3,135.29-
07/30/2021	24117	Barker, Eric	99-000-100-1012	3,138.70-
07/30/2021	24118	Barr, Crystal C	99-000-100-1012	2,146.46-
07/30/2021	24119	Erler, Debbie L	99-000-100-1012	3,460.40-
07/30/2021	24120	Hossley, James G	99-000-100-1012	4,876.61-
07/30/2021	24121	Rapelje, Nikki Suzanne	99-000-100-1012	3,901.18-
07/30/2021	24122	Davis, Tonya L	99-000-100-1012	1,602.95-
07/30/2021	24123	Kupersmith, Bruce	99-000-100-1012	4,937.38-
07/30/2021	24124	Johnson, Carole Marie	99-000-100-1012	3,784.42-
07/30/2021	24125	Burnette, Kelli Ann	99-000-100-1012	3,306.28-
07/30/2021	24126	Cole, Carmen Nichole	99-000-100-1012	2,906.94-
07/30/2021	24127	Linder, Amy Jean	99-000-100-1012	5,155.20-
07/30/2021	24128	Toebe, Carrie Ellen	99-000-100-1012	2,559.93-
07/30/2021	24129	Wirsing, Jennifer L	99-000-100-1012	3,763.02-
07/30/2021	24130	Mitchell, Rishia Creola	99-000-100-1012	2,745.57-
07/30/2021	24131	Hamblet, Gregory TF	99-000-100-1012	5,350.33-
07/30/2021	24132	Lynn, Micah Seth	99-000-100-1012	4,487.50-
07/30/2021	24133	Stys, Stephan Roman	99-000-100-1012	5,293.98-
07/30/2021	24134	Cook, Shelby Daniel	99-000-100-1012	4,593.75-
07/30/2021	24135	Carrano, Michael Jude	99-000-100-1012	4,935.95-
07/30/2021	24136	Page, Raymond C	99-000-100-1012	3,801.04-
07/30/2021	24137	Wood, George Lee	99-000-100-1012	3,650.16-
07/30/2021	24138	Manges, Jan D.	99-000-100-1012	3,772.24-
07/30/2021	24139	Mauer, Andrew Kyle	99-000-100-1012	2,474.61-
07/30/2021	24140	Johnson, J Erik	99-000-100-1012	2,571.81-
07/30/2021	24141	Wintjen, Tyler Dean	99-000-100-1012	2,274.58-
07/30/2021	24142	Pesonen, Paula Lynn	99-000-100-1012	2,453.64-
07/30/2021	24143	Martin, Thomas Francis	99-000-100-1012	2,671.56-
07/30/2021	24144	Noel, Lance Allen	99-000-100-1012	3,095.18-
07/30/2021	24145	Garrett, Shaun Casey	99-000-100-1012	2,612.27-
07/30/2021	24146	Thompson, Joshua A.	99-000-100-1012	2,371.85-
07/30/2021	24147	Wilkinson, Kristin M.	99-000-100-1012	2,448.86-
07/30/2021	24148	Beasley, Curt W.	99-000-100-1012	2,796.88-
07/30/2021	24149	Winn, Marcus Thayne	99-000-100-1012	3,029.95-
07/30/2021	24150	Little John-Gardner, Kaleb Manuel	99-000-100-1012	2,469.23-
07/30/2021	24151	Anderson, Jared	99-000-100-1012	3,592.37-
07/30/2021	24152	Pace, Matthew James	99-000-100-1012	3,044.72-
07/30/2021	24153	Eck, Lloyd J	99-000-100-1012	3,896.75-
07/30/2021	24154	Sheaffer, Walter P	99-000-100-1012	2,685.33-
07/30/2021	24155	Crandall, David W	99-000-100-1012	1,962.91-
07/30/2021	24156	Seleshanko, Alexei N	99-000-100-1012	3,679.24-
07/30/2021	24157	Platter, Scott T	99-000-100-1012	2,942.26-
07/30/2021	24158	Pierson, Samantha K	99-000-100-1012	4,486.62-
07/30/2021	24159	Granstrom, Pamela R	99-000-100-1012	3,145.97-
07/30/2021	24160	FitzHenry, Sarah Marie	99-000-100-1012	1,891.06-
07/30/2021	24161	Coffman, Christina Marie	99-000-100-1012	3,893.28-
07/30/2021	24162	Brownson, Chad M	99-000-100-1012	2,698.08-
07/30/2021	24163	Addis, Paul W	99-000-100-1012	2,895.62-
07/30/2021	24164	Danville, Melissa J	99-000-100-1012	1,751.21-

Check Issue Date	Check Number	Payee	GL Account	Amount
07/30/2021	24165	Graham, Mary L	99-000-100-1012	65.30-
07/30/2021	24166	Nix, Stacey LaDawn	99-000-100-1012	3,858.36-
07/30/2021	24167	Brown, Mikaela A	99-000-100-1012	2,769.58-
07/30/2021	24168	Buxton, Brittney	99-000-100-1012	2,598.49-
07/30/2021	24169	Whitty, Joshua J	99-000-100-1012	2,404.07-
07/30/2021	24170	Crombie, Howard W.	99-000-100-1012	1,814.04-
07/30/2021	24171	Zenz, Meghan A	99-000-100-1012	2,271.85-
07/30/2021	24172	Church, Emily	99-000-100-1012	676.97-
07/30/2021	24173	Ansley, Jessica Erin	99-000-100-1012	974.04-
07/30/2021	24174	Knight, Jennifer Christine	99-000-100-1012	1,235.40-
07/30/2021	24175	Sparks, Randy L	99-000-100-1012	1,577.25-
07/30/2021	24176	Scoville, Robert J	99-000-100-1012	5,483.71-
07/30/2021	24177	Wilson-Larsen, Rhonda M	99-000-100-1012	2,735.30-
07/30/2021	24178	Larson, Catherine Elizabeth	99-000-100-1012	8,564.81-
07/30/2021	24179	Dubray, Ramona A	99-000-100-1012	3,019.80-
07/30/2021	24180	Cupp, Tessa M	99-000-100-1012	4,679.27-
07/30/2021	24181	Craddock Jr, Rodger E	99-000-100-1012	8,714.09-
07/30/2021	24182	Rogers, Terry Scott	99-000-100-1012	3,626.69-
07/30/2021	24183	Babb Jr, Darrell D	99-000-100-1012	4,517.79-
07/30/2021	24184	Kirk, Peter E	99-000-100-1012	10,560.64-
07/30/2021	24185	Hatzel, Hugo J	99-000-100-1012	5,885.05-
07/30/2021	24186	Merritt, Sean Trefle	99-000-100-1012	76.15-
07/30/2021	24187	Labrousse, Kenneth James	99-000-100-1012	5,072.58-
07/30/2021	24188	Chapanar, Christopher J	99-000-100-1012	6,717.13-
07/30/2021	24189	Shaffer, Michael W	99-000-100-1012	6,123.52-
07/30/2021	24190	Wheeling, Mark E	99-000-100-1012	4,961.57-
07/30/2021	24191	Schwenninger, Eric Wayne	99-000-100-1012	5,847.77-
07/30/2021	24192	Esperance, Christine Marie	99-000-100-1012	2,881.58-
07/30/2021	24193	Lindahl, Thomas W	99-000-100-1012	6,044.39-
07/30/2021	24194	Pollin, Tracye K.	99-000-100-1012	2,787.34-
07/30/2021	24195	Looney, Bryan R	99-000-100-1012	7,016.72-
07/30/2021	24196	Pickett, Jennifer M	99-000-100-1012	5,487.05-
07/30/2021	24197	McGarity, Kristen	99-000-100-1012	3,350.61-
07/30/2021	24198	Westrum, Michelle Lee	99-000-100-1012	2,038.51-
07/30/2021	24199	Moeller, Jordan R	99-000-100-1012	5,765.09-
07/30/2021	24200	Henthorn, Daniel Ryan	99-000-100-1012	4,591.80-
07/30/2021	24201	Fleming, Samantha J	99-000-100-1012	3,101.39-
07/30/2021	24202	Miller, Shannon Louise	99-000-100-1012	2,703.11-
07/30/2021	24203	O'Connor, Wesley John-Ross	99-000-100-1012	4,462.86-
07/30/2021	24204	Waddington, Jordan Blake McGhee	99-000-100-1012	6,342.24-
07/30/2021	24205	Vrooman, Gary Scott	99-000-100-1012	5,718.80-
07/30/2021	24206	Rule, Christopher Michael	99-000-100-1012	6,795.17-
07/30/2021	24207	Smith, Tristan Peter Prewitt	99-000-100-1012	5,214.42-
07/30/2021	24208	Collins, Amanda Dawn	99-000-100-1012	4,583.75-
07/30/2021	24209	Deck, Deven John	99-000-100-1012	3,424.02-
07/30/2021	24210	Bennett, Cheri Lynn	99-000-100-1012	3,295.42-
07/30/2021	24211	Scoville, Ryan Anthony	99-000-100-1012	3,693.76-
07/30/2021	24212	Saccante, Haley Michelle	99-000-100-1012	1,329.30-
07/30/2021	36674	Coney, Joseph A	99-000-100-1012	2,241.21-
07/30/2021	36675	Davison, James S	99-000-100-1012	3,808.93-
07/30/2021	36676	Myers, Steven A		

Check Issue Date	Check Number	Payee	GL Account	Amount
Total 07/30/2021:				479,448.01-
Grand Totals:				509,430.26-

Check Issue Date	Check Number	Payee	GL Account	Check Amount
07/01/2021	24064	Internal Revenue Service	010002002031	30.06
07/01/2021	24065	OR Dept of Revenue	010002002032	17.78
07/01/2021	24066	OR Dept of Revenue - STT	010002002032	.20
Total 07/01/2021:				48.04
07/07/2021	24068	HSA BANK	010002002034	200.00
07/07/2021	24069	Internal Revenue Service	010002002031	457.98
07/07/2021	24070	OR Dept of Revenue	010002002032	97.88
07/07/2021	24071	OR Dept of Revenue - STT	010002002032	2.99
Total 07/07/2021:				758.85
07/09/2021	24067	Oregon PERS	010002002035	167,336.45
Total 07/09/2021:				167,336.45
07/15/2021	24093	Internal Revenue Service	010002002031	7,743.80
07/15/2021	24094	OR Dept of Revenue	010002002032	1,824.75
07/15/2021	24095	OR Dept of Revenue - STT	010002002032	34.16
Total 07/15/2021:				9,602.71
07/30/2021	24213	AFLAC	010002002038	790.27
07/30/2021	24214	AFSCME	010002002036	1,399.31
07/30/2021	24215	CB Volunteer Firefighter Assoc	012615202109	3,000.00
07/30/2021	24216	City County Insurance	010002002034	159,890.00
07/30/2021	24217	Coos Bay Police Officer Assoc.	010002002036	2,080.00
07/30/2021	24218	HRA VEBA Third-party Administr	010002002034	333.33
07/30/2021	24219	HSA BANK	010002002034	12,789.18
07/30/2021	24220	IAFF	010002002036	1,100.00
07/30/2021	24221	ICMA	010002002033	10,918.00
07/30/2021	24222	ING/VOYA	010002002033	500.00
07/30/2021	24223	Internal Revenue Service	010002002031	176,358.08
07/30/2021	24224	Nationwide Retirement Solution	010002002033	16,708.70
07/30/2021	24225	OR Dept of Revenue	010002002032	47,521.72
07/30/2021	24226	OR Dept of Revenue - STT	010002002032	664.52
07/30/2021	24227	Oregon Department of Justice	010002002038	861.00
07/30/2021	24228	Oregon PERS	010002002035	504.02
07/30/2021	24229	Pre-Paid Legal Services, Inc.	010002002038	47.85
07/30/2021	24230	Sun Life Assurance Company of Canada	010002002034	36.85
07/30/2021	24231	Voya-State of Oregon	010002002033	3,300.00
07/30/2021	36677	Downtown Health & Fitness, LLC	010002002038	146.00
Total 07/30/2021:				438,948.83
Grand Totals:				616,694.88

Check Issue Date	Check Number	Payee	GL Account	Check Amount
07/09/2021	24067	Oregon PERS	010002002035	168,995.99
Total 07/09/2021:				168,995.99
07/30/2021	24216	City County Insurance	010002002034	159,890.00
07/30/2021	24223	Internal Revenue Service	010002002031	184,589.92
Total 07/30/2021:				344,479.92
Grand Totals:				513,475.91

CITY OF COOS BAY CITY COUNCIL

Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
September 7, 2021	4.d.

TO: Mayor Benetti and City Councilors

FROM: Stephan Stys, Water Quality Engineer

THROUGH: Jennifer Wirsing, City Engineer/PW-CD Deputy Director

ISSUE: Consideration of Adoption of Resolution 21-25 Authorizing the Acceptance of the Tidegate Loan and Grant from Business Oregon

SUMMARY:

The city has identified seven tide gates that are in need of repair. Business Oregon offered a funding program for tide gate planning level projects. The city applied for \$100,000 grant and \$100,000 loan, and it was awarded. Business Oregon is also requiring that a resolution be passed.

ACTION REQUESTED:

If it pleases Council, consider adopting Resolution 21-25 authorizing the acceptance of the loan and grant from Business Oregon for a total amount of \$200,000.

BACKGROUND:

Coos Bay has 40 tide gates, 1,938 catch basins, and over 40 miles of storm line. Each year the City does a condition assessment of the tide gates. The City has identified seven tide gates that need to be rehabilitated/reconstructed in the downtown area. Typically, funding for tide gate upgrades and replacement projects are limited due to other higher priority storm and sewer project. Recently, Business Oregon offered a funding program for tide gate planning level projects. The funding is for a maximum of a \$100,000 grant and \$100,000 loan. This money can be used to hire an engineering firm to perform planning level efforts through final design. The Planning Project will begin with an investigation by the engineering firm for review of the tide gates identified and the storm drains that flow to the tide gates. Once an investigation is complete, the pre-design will begin. During the pre-design process the environmental permitting will commence. Once all permitting is approved the final design will start. During the final design phase, the engineer will provide estimated construction costs for the City to pursue funding options available for construction. Attached is an exhibit of the tide gates that will be part of this planning and design effort.

The city has been approved to receive the maximum funding of a \$100,000 grant and \$100,000 loan to complete this planning project. Business Oregon requires that a resolution be adopted to approve the grant and loan.

BUDGET IMPLICATIONS:

The loan is for \$100,000 at 1% per annum. This has been discussed with Steve Donovan, the city's financial consultant, and he has incorporated this loan into the city's wastewater user rate structure.

ATTACHMENT(S):

- ▣ Financing Contract
- ▣ Tide Gate Map
- ▣ Resolution 21-25

TIDE GATE GRANT AND LOAN FUND PROJECT
FINANCING CONTRACT

Project Name: Downtown Tide Gate Upgrades and Improvements

Project Number: TG2114

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”), and City of Coos Bay (“Recipient”) for financing of the project referred to above and described in Exhibit C (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$258,500.

“Fund” means the Tide Gate Grant and Loan Fund created by Oregon Laws 2020 Second Special Session, Chapter 10, section 21.

“Grant Amount” means \$100,000.

“Interest Rate” means 1.0% per annum.

“Loan Amount” means \$100,000.

“Maturity Date” means the 9th anniversary of the Repayment Commencement Date.

“Payment Date” means December 1.

“Project Closeout Deadline” means 45 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 30 June 2023.

“Repayment Commencement Date” means the first Payment Date to occur after the Project Closeout Deadline.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

- (1) A grant in an aggregate amount not to exceed the Grant Amount (the “Grant”).
- (2) A non-revolving loan in an aggregate principal amount not to exceed the lesser of the Loan Amount, or the Costs of the Project minus the Grant Amount (the “Loan”).

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make and Recipient’s right to request disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Order of Disbursement. The Recipient authorizes OBDD to determine whether disbursements will be drawn from the Loan or the Grant, and record the date and amount of each such disbursement. Absent manifest error, such notations will be conclusive evidence for determining accrual of interest on the principal balance of the Loan and the remaining Loan or Grant amount available for disbursement.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. All unpaid interest accrued to the Repayment Commencement Date is (in addition to the first regular installment payment due) payable on the Repayment Commencement Date. Interest is computed by counting the actual days occurring in a 360-day year.

The Recipient authorizes OBDD to calculate accrued interest for purposes including, but not limited to, loan amortization schedule, loan prepayment, and loan payoff. Absent manifest error, such calculations will be conclusive.
- C. Loan Payments. Starting on the Repayment Commencement Date and then on each succeeding Payment Date, Recipient shall make level installment payments of principal and interest, each payment sufficient to pay the interest accrued to the date of payment and so much of the principal as will fully amortize the Loan by the Maturity Date, on which date the entire outstanding balance of the Loan is due and payable in full.
- D. Loan Prepayments. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) [RESERVED]
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act, and Oregon law as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
 - (4) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Events of Default.

- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents or the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) ORS 280.518 requiring public display of information on Lottery funding of the project. Recipient shall include the following statement, prominently placed, on all plans, reports, bid documents and advertisements relating to the Project:

“This Project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department.”

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Permit OBDD to conduct inspection of the Project at any time.

- (3) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (4) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (5) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
- D. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- E. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- F. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- G. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- H. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- I. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

SECTION 9 - DEFAULTS

A. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.

Any of the following constitutes an “Event of Default”:

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
(2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
(3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
(4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
(5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD’s commitment and obligation to make the Loan or Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.

- (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
 - (5) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (6) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.

- (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Assistant Director, Economic Development
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: City Engineer
City of Coos Bay
500 Central Avenue
Coos Bay, OR 97420

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.

- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department

CITY OF COOS BAY

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
Rodger Craddock, City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ as per email from Wendy Johnson, 12 August 2021

Wendy Johnson, Sr. Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means Oregon Laws 2020 Second Special Session, Chapter 10, sections 21-23, as may be amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 24 June 2021.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Grant and Loan collectively or individually without distinction.

“Municipality” means any entity described in OAR 123-046-0010(3).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“System” means Recipient’s wastewater system, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

- A. General Fund Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from all legally available funds of Recipient.
- B. Pledge of Net Revenues of the Wastewater System.
 1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient’s System after payment of operation and maintenance costs of the System (“Net Revenues”). The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of its obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or any other act, and the lien of this pledge is superior to and has priority over all other claims and liens, except as provided in subsections 2 and 3 of this section B, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310. The lien of the pledge made under this subsection 1 is hereinafter referred to as the “OBDD Lien”.
 2. OBDD acknowledges Oregon DEQ loans R24000, R24001, R24002 as existing superior debt. The Recipient shall not further incur, without the prior written consent of OBDD, any obligation payable from or secured by a lien on and pledge of the Net Revenues that is on parity or superior to the OBDD Lien.

3. Notwithstanding the requirements of subsection 2 of this section B, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the OBDD Lien; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).
4. The Recipient shall charge rates and fees in connection with the operation of the System which, when combined with other gross revenues, are adequate to generate Net Revenues each fiscal year at least equal to one hundred twenty percent (120%) of the annual debt service due in the fiscal year on the Loan, any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is allowed as existing superior debt as described in subsection 2 above as superior to the OBDD Lien, and any outstanding obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien.
5. The Recipient may establish a debt service reserve fund to secure repayment of obligations that are payable from or secured by a lien on and pledge of Net Revenues that is on parity with the OBDD Lien, provided that no deposit of the Net Revenues of the System into the debt service reserve fund is permitted until provision is made for the payment of all debt service on the Loan and any other obligations payable from or secured by a lien on and pledge of Net Revenues that is on parity with or superior to the OBDD Lien (including any obligations described in subsection 3 above) for the 12-month period after such deposit.

EXHIBIT C - PROJECT DESCRIPTION




The Recipient shall, with the assistance of a professional engineer licensed in Oregon, conduct the following activities to address four tide gates in the downtown area, and three that are slightly north of the downtown area along Highway 101, identified as in need of rehabilitation and/or reconstruction:

- Conduct engineering investigation for storm drain flow
- Create designs for repair/rehabilitation
- Conduct environmental review analyses
- Conduct cultural resource analysis and monitoring
- Obtain all required permits for both State and Federal level

EXHIBIT D - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Design / Engineering	\$150,000	\$22,500
Landowner Coordination	\$0	\$10,000
Environmental Review	\$5,000	\$1,500
Grant Administration	\$10,000	\$10,000
Legal Fees	\$0	\$10,000
Cultural Resource Report(s) and Monitoring	\$15,000	\$1,500
Permitting and Regulatory Fees	\$20,000	\$3,000
Total	\$ 200,000	\$58,500

Legend

-  Tide Gates
-  HWY 101
-  City Limits





1 inch = 800 feet

City Council Meeting September 7, 2021

City of Coos Bay

Resolution 21-25

A RESOLUTION OF THE CITY OF COOS BAY AUTHORIZING ENTERING INTO A LOAN AND GRANT AGREEMENT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY FOR THE DESIGN OF THE REPLACEMENT OF SEVEN TIDE GATES IN THE DOWNTOWN AREA.

WHEREAS, The City Council (the “Governing Body”) of the City of Coos Bay (the “Recipient”) finds:

- A. The Recipient is a “municipality” within the meaning of Oregon Administrative Rules 123-046-0010(3).
- B. Oregon Laws 2020 Second Special Session, Chapter 10, sections 21-23 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Tide Gate Grant and Loan Fund.
- C. The Recipient has filed an application with the OBDD to obtain financial assistance for a “tide gates project” within the meaning of the Act.
- D. The OBDD has approved the Recipient’s application for financial assistance from the Tide Gate Grant and Loan Fund pursuant to the Act.
- E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number TG2114, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).
- F. Notice relating to the Recipient’s consideration of the adoption of this Resolution was published in full accordance with the Recipient’s charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the City Manager, or designee, (the “Authorized Officer”) to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), including a grant from the OBDD in the amount of \$100,000, and a loan from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of \$100,000 and an interest rate of 1.0% per annum. The proceeds of the loan from the OBDD will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.
2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.581(2) which include:
 - a. The revenues of the wastewater system, including special assessment revenues;
 - b. Amounts withheld under ORS 285B.599;
 - c. The general fund of the Recipient; or
 - d. Any other source.

The forgoing resolution was duly adopted by the City of Coos Bay, Coos County, Oregon this 7th day of September 2021.

Joe Benetti, Mayor

ATTEST: _____
Nichole Rutherford, City Recorder

CITY OF COOS BAY CITY COUNCIL

Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
September 7, 2021	4.e.

TO: Mayor Benetti and City Councilors

FROM: Mark Anderson, Fire Chief

THROUGH: Rodger Craddock, City Manager

ISSUE: Acceptance of FEMA Grant for Exercise Equipment and Appropriating Grant Funds - Would Require Adoption of Resolution 21-26

SUMMARY:

The Coos Bay Fire Department would like to utilize FEMA's Assistance to Firefighters Grant funding for the replacement of exercise equipment for the fire department.

ACTION REQUESTED:

If it pleases Council, approve the receipt of the 2021 FEMA Assistance to Firefighters Grant award in the amount of \$58,095.24 to replace fire department exercise equipment and adopt Resolution 21-26 appropriating the grant funds.

BACKGROUND:

Physical fitness is a required component for firefighters due to the physical nature of their job. The fire department has implemented a fitness program designed to improve strength, aerobic conditioning, endurance, and flexibility. Physical fitness is essential for firefighter safety and injury prevention.

In 2005, Coos Bay was awarded a FEMA Assistance to Firefighters Grant (AFG) for exercise equipment at each of the City's staffed stations. The department has replaced some of this equipment as finances allows but, due to increasing demands on limited discretionary funds, the department has not been able to keep up with the replacement of needed exercise equipment.

Earlier this year staff again applied for AFG funding for the replacement of exercise equipment. The equipment that the department would like to replace include two each of the following: elliptical machine, weight tower, upright exercise bike, treadmill and stair climbing machine. The grant application included funding for shipping, set-up charges, and on-going service agreements as available. The department was notified on August 13th that FEMA has approved the award of the grant request.

BUDGET IMPLICATIONS:

This FEMA grant award is for \$58,095.24. The grant requires a local match equal to or greater than 5% for a total project expenditure of \$61,000. The matching fund requirement (\$2,904.76) can be absorbed within GL Account #01-261-520-261-2311 Fire Grants.

ATTACHMENT(S):

- ▣ Resolution 21-26

City of Coos Bay

Resolution 21-26

A RESOLUTION OF THE CITY OF COOS BAY, COOS COUNTY, OREGON, TO ADJUST APPROPRIATIONS FOR THE 2021-22 FISCAL YEAR.

WHEREAS, the City of Coos Bay has been awarded a \$58,096 FEMA Assistance to Firefighters grant for replacement of department exercise equipment; and

WHEREAS, the City of Coos Bay has complied with the provisions of ORS 294.338(2) which allows for appropriation of funds by resolution only for unforeseen specific purpose grant funds received; the governing body, at a regularly scheduled meeting, shall adopt a resolution stating the need, purpose, and amount of the appropriation; and

WHEREAS, a resolution would be required to adjust appropriation amounts for this unforeseen grant; and

WHEREAS, the grant funds shall be appropriated as shown below:

GENERAL FUND

Source	Fire Federal Grant	\$	58,096	
Use	Public Safety		\$	58,096

NOW, THEREFORE, BE IT RESOLVED THAT, the City of Coos Bay, Coos County Oregon hereby appropriates the funds as aforementioned. The foregoing resolution was duly adopted by the City of Coos Bay, Coos County, Oregon this 7th day of September 2021.

Joe Benetti, Mayor

ATTEST:

Nichole Rutherford, City Recorder

CITY OF COOS BAY CITY COUNCIL

Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
September 7, 2021	5.

TO: Mayor Benetti and City Councilors

FROM: Nichole Rutherford, Assistant City Manager/Finance Director

THROUGH: Rodger Craddock, City Manager

ISSUE: Election of Council President

SUMMARY:

Both the City Charter and the Council Rules regulate that the Council, by ballot, shall elect a president from its membership at its first meeting after each general biennium election, or upon resignation of current Council President.

ACTION REQUESTED:

If it pleases Council, please take nominations and elect a Council President through a ballot process.

BACKGROUND:

The City Charter and the Council Rules state that a member of the Council shall be elected president by ballot at its first meeting after each general biennium election. Whenever the Mayor is unable to perform the functions of the office on account of absence, illness, or other cause, the president of the Council shall act as Mayor.

BUDGET IMPLICATIONS:

None.

ATTACHMENT(S):

CITY OF COOS BAY CITY COUNCIL

Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
September 7, 2021	6.

TO: Mayor Benetti and City Councilors

FROM: Nichole Rutherford, Assistant City Manager/Finance Director

THROUGH: Rodger Craddock, City Manager

ISSUE: Consideration of Appointment to the Homeless Work Group

SUMMARY:

The Council established a Homeless Workgroup on November 21, 2017, and eighteen members were appointed to the committee on February 20, 2018. Over the years, several originally appointed members have been subsequently replaced due to change in positions or resignations. Recently, one of the Homeless Workgroup representatives from the Coquille Indian Tribe has requested that Jessica Hamner, the current member, be replaced by Alyssa Severson.

ACTION REQUESTED:

If it pleases Council, consider appointing Alyssa Severson as the new representative of the Coquille Indian Tribe on the Homeless Workgroup.

BACKGROUND:

The Council established a Homeless Workgroup on November 21, 2017 and after holding an application process the Council appointed eighteen members to the committee on February 20, 2018. The committee had not met since February 13, 2020 due in large part to COVID restrictions, but, they had met 14 times in the previous two years. The committee was instrumental in the implementation of the following:

- Housing Receivership Ordinance
- Exclusionary Ordinance
- Creation of a Community Services Officer position
- Vacant Property Registration Ordinance
- Temporary Lodging Facilities Ordinance
- Warming Shelter Policy
- Property Watch Program
- Revisions and Expansion of the Camping Ordinance
- Revisions and Expansion of the Towing Ordinance

A number of the original committee members were no longer members of the committee or

no longer in the position of the organization they represented which occasionally required Council to appoint new representatives on the committee.

BUDGET IMPLICATIONS:

None.

ATTACHMENT(S):

- ▣ Homeless Work Group Members

2021 HOMELESS WORKGROUP MEMBERS

September 7, 2021

NAME	RESIDENT	REPRESENTS	EMAIL
Stephanie Kilmer	Coos Bay	City Council	skilmer@coosbay.org
Drew Farmer	Coos Bay	City Council	dfarmer@coosbay.org
Kate Frame	Coos County	School District 9	kateyframe@gmail.com
Leslie Terry	Coos Bay	Elrod	lesliepmtlaw@gmail.com
Trish Jordan	North Bend	Coos Health & Wellness	trisha.jordan@chw.coos.or.us
Melissa Cribbins	Coos Bay	Coos County	mtcribbins@hotmail.com
Kathy Erickson	Coos Bay	Congressman Defazio	Kathy.erickson@mail.house.gov
David Milliron	North Bend	City of North Bend	dmilliron@northbendcity.org
Chery Love	Coos Bay	Empire	cherylrlove@yahoo.com
Stacy Dewater	Eastside	Community Coalition of Empire	sdewater@sohoregon.org
Andrew Brainard	Coos Bay	Confederated Tribes	abrainard@ctclusi.org
Alyssa Severson	Coos Bay	Coquille Tribe	alyssaseverson@coquilletribe.org
Jessica Howell	Coos Bay	Homeless Community	empresstally@gmail.com
Daniel Payne	Coos Bay	Homeless Community	Daniel.michael.payne@gmail.com
(Cathy) Salyers	Coos Bay	Retired RN	salyers3@hotmail.com
Scott Cooper	Coos Bay	Homeless Srvs. Provider	ismportland@gmail.com
Steve Plinski	Coos Bay	Retired Attorney	tynsp@msn.com
David Navarro	Coos Bay	ORCCA	dnavarro@orcca.us
Alternate:			
Asley Horath	Coos Bay	ORCCA	ashleys@orcca.us

CITY OF COOS BAY CITY COUNCIL

Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
September 7, 2021	7.

TO: Mayor Benetti and City Councilors

FROM: Chris Chapanar, Chief of Police

THROUGH: Rodger Craddock, City Manager

ISSUE: Public Hearing to be Held to Consider Approval of Proposed Towing of Illegal Vehicles Ordinance - Approval Would Require Enactment of Ordinance

SUMMARY:

Staff has reviewed the City of Coos Bay's current "Towing of Illegal Vehicle" ordinance and have made some language changes, as well as, added some new definitions to the ordinance.

ACTION REQUESTED:

If it pleases Council, hold a public hearing and accept public comments on the proposed ordinance, followed by enactment of Towing of Illegal Vehicle Ordinance, Ord. 10.40

BACKGROUND:

Over the past month, staff has been working on the revision of Coos Bay's "Towing of Illegal Vehicle" ordinance, ordinance 10.40. The revision expands the abandon vehicle definition by including the term "Unlawful Vehicle" and defines what constitutes an "Unlawful or Abandon" vehicle. The revised ordinance also includes definitions for and "Park or Parking" and "Recreational Vehicle", as well as, clear guidance in accordance to Oregon's new law under (House Bill 3124), on the legal requirements of municipalities and counties when property is seized/towed. It defines the retention requirement of 30 days, allowing reasonable time and opportunity for the property to be retrieved by the owner.

The revised ordinance has been reviewed by Coos Bay's City Attorney and the ordinance and also been presented to the City of Coos Bay's Homeless Work Group Committee, who voted unanimously in support of the revisions.

BUDGET IMPLICATIONS:

Budget Implications have not yet fully been identified, but it is understood that there will be a cost associated with the removal and storage of Abandon and Unlawful Vehicles removed from City Streets, Parking Lots, and City Right of Ways.

ATTACHMENT(S):

- ▣ Towing Ordinance
- ▣ Towing Ordinance - legislative format

ORDINANCE NO. ____

AN ORDINANCE AMENDING ORDINANCE NO. 241, PREVIOUSLY AMENDED BY ORDINANCES NO. 410 AND 520, PROVIDING FOR THE TOWING OF CERTAIN ILLEGAL VEHICLES AND PROVIDING A PENALTY THEREFOR.

The City of Coos Bay ordains as follows:

Section 1: Definitions. “Definitions” is hereby amended to read as follows:

Abandoned or Unlawful Vehicle. For purposes of this chapter, a vehicle is considered “abandoned or unlawful” if any of the following conditions exist:

- (a) The vehicle does not have a lawfully affixed, unexpired registration plate, fails to display current registration, or fails to have vehicle insurance as required by the State of Oregon;
- (b) The vehicle appears to be inoperative or disabled;
- (c) The vehicle appears to be wrecked, partially dismantled or junked; or
- (d) The vehicle appears to have been abandoned by its owner.

“Chief of police” means an authorized law enforcement officer of the city or another city employee authorized to enforce this chapter.

“City” means the city of Coos Bay.

“Department of Transportation” means the Oregon Department of Transportation, or other registration authority analogous to the Department of Transportation in any state other than Oregon.

“Hazardous vehicle” means a vehicle left in a location or condition that constitutes an immediate and continuous hazard to the safety of persons using the streets or alleys of the city. For example, and not for limitation, the following are hazardous vehicles:

- (a) Vehicles blocking public or private rights-of-way.
- (b) Vehicles with leaking petroleum or other hazardous fluids.
- (c) Vehicle leaking raw sewage.
- (d) Vehicles blocking fire hydrants.
- (e) Vehicles with broken glass/windows.

“Owner” means any individual, firm, corporation, or unincorporated association with a claim, either individually or jointly, or ownership of any interest, legal or equitable, in a vehicle.

“Park” or “Parking” means the condition of:

- (a) A motor vehicle that is stopped while occupied by its operator with the engine turned off: or
- (b) A motor vehicle that is stopped while unoccupied by its operator whether or not the engine is turned off: and / or

“Person” means an individual; a corporation, partnership or other legal entity; and entity in

fact.

“Recreational Vehicle” means a vehicular-type unit that:

- (a) Contains sleeping facilities;
- (b) Is designed or used:
 - 1) For human occupancy, and
 - 2) As temporary living quarters for recreational, seasonal, or emergency use;
 - 3) Has its own motive power or is mounted on or towed by another vehicle readily available.

“Police department” means the police department of the city of Coos Bay.

“Vehicle” means any device in, upon or by which a person or property is or may be transported or drawn upon a public highway, except devices moved by human power or used exclusively upon stationary rails or tracks. [Ord. 520 § 1, 2019; Ord. 241 § 1, 1997].

Section 2 Towing with Notice. Section 2 will remain as previously adopted.

Section 3 Towing After Notice. Section 3 is hereby amended to read as follows:

A police officer or Coos Bay Police Department’s Records division will provide written notice of intent to impound when the officer reasonably believes the vehicle is an Abandoned or Unlawful Vehicle. Notice shall be sent to the owner of the vehicle and any lessors or security interest holders as shown in the records of the Department of Transportation, and must state that the vehicle will be towed unless the owner removes the vehicle within five days of the date of mailing; notice of intent to impound shall also be posted in a conspicuous place on the vehicle, and must state the vehicle will be towed on or after 10 days after the date of posting. Failure to provide notice under this section shall not affect the validity of any action taken to tow and impound an abandoned vehicle pursuant to CBMC [10.40.020](#).

- (1) When a vehicle which has been previously tagged for tow is found in the same condition as described in CBMC [10.40.110](#) on which an intent-to-tow notice was affixed, within 30 days of the original notice, the owner shall be considered notified and the vehicle shall be towed without further notice by the chief of police.
- (2) If no owner or previous owner information is available through the Department of Transportation or local records check the orange intent-to-tow sticker posted on the vehicle will be considered notification. [Ord. 520 § 3, 2019; Ord. 421 § 1, 2010].

Section 4 Inventory of Vehicle. Section 4 is hereby amended to read as follows:

- (1) The contents of any vehicle which is to be towed and impounded, with the exception of abandoned or unlawful vehicles, shall be inventoried by the police officer. The inventory shall be conducted prior to towing except where there is reasonable suspicion to believe the safety of the police officer or other persons is at risk, in which case the inventory shall be made as soon as safely practical.
- (2) The inventory shall be made for the following purposes only:

- (a) To promptly identify personal property for the protection of such property while the vehicle is impounded;
 - (b) To prevent false claims for lost or stolen property;
 - (c) To locate toxic, flammable, explosive or other dangerous substances.
- (3) The inventory shall be conducted throughout the passenger and engine compartments of the vehicle, including accessible areas under or within the dashboard areas, pockets in the doors or the back of the front seats, in any consoles between seats, and under floor mats and seats.
- (4) Inventories of the following property shall be made:
- (a) All personal property in plain view or in open containers;
 - (b) All open containers found in any unlocked compartments, including the trunk, glove box and car-top carriers;
 - (c) All open containers found in any locked compartments; provided, however, that person in possession of the vehicle consents to entry or the keys to the compartments have been left with the vehicle;
 - (d) No closed container shall be opened for inventory purposes; as used in this subsection, "closed container" means any container secured in such a manner that a reasonable person would know or should know that access requires permission.
- (5) The police officer shall prepare a written list of property inventoried contemporaneously with the inventory. The inventory shall be signed and dated, including the time the inventory was complete. A copy of the inventory shall be filed with the police department, a copy shall be left with the vehicle or tendered to the person in control of the vehicle if present at the time of towing, and a copy shall be provided with the notice of removal under CBMC [10.40.050](#). [Ord. 421 § 2, 2010].

Section 5 Notice of Removal. Section 5 will remain as previously adopted.

Section 6 Effect of Notice of Removal. Section 6 will remain as previously adopted.

Section 7 Release of Vehicle. Section 7 will remain as previously adopted.

Section 8 Hearing to Contest the Validity of Removal and Custody. Section 8 will remain as previously adopted.

Section 9 Towing and Storage Liens. Section 9 will remain as previously adopted.

Section 10 Disposal of Vehicles. Section 10 will remain as previously adopted.

Section 11 Abandoned Vehicles Prohibited. Section is hereby amended to read as follows:

- (1) No vehicle the chief of police has reason to believe is abandoned and displays a current license/registration through the Department of Transportation shall be parked or left standing on public property or city right-of-way for a period of 72 hours. After 72 consecutive hours, a notice of intent to tow shall be posted in a conspicuous place in the vehicle and must state the vehicle will be towed on or after 10 days of the date of posting.
- (2) No vehicle that the chief of police has reason to believe is abandoned, by means of being

in damaged, disabled, or dismantled condition rendering it inoperable, or not currently licensed through the Department of Transportation, if such a license is required by law, and/or not insured as required, shall be parked or left standing on the public property or city right-of-way for a period of 72 hours. Failure to remove vehicle after a period of 72 consecutive hours constitutes prima facie evidence that the vehicle is abandoned/unlawful.

- (3) A vehicle so parked or left standing may be taken into custody by the chief of police and shall be held at the expense of the owner. The chief of police may use department personnel, equipment, and facilities for removal and storage of the vehicle or may hire other personnel, equipment, and facilities for that purpose.
- (4) A vehicle that is believed or known to be actively used as a form of temporary occupancy that is towed due to violation of this ordinance, will be held at the tow yard or a secured facility for a period of at least 30 days. During that time, the owner, upon furnishing proof of ownership or authorization from the chief of police, will be allowed to remove valuables and personal property contained within the vehicle. Retrieval of the vehicle will require owner compliance with rules established by the tow company and state law. [Ord. 520 § 11, 2019].

The City Council hereby adopts the regulations outlined in "Exhibit A". This ordinance shall take effect 30 days after enactment by the Council and signature of the Mayor.

The foregoing ordinance was enacted by the City Council of the City of Coos Bay this _____ day of September __, 2021

Yes:

No:

Absent:

Joe Benetti, Mayor
City of Coos Bay
Coos County, Oregon

ATTEST: _____
Nichole Rutherford, City Recorder
City of Coos Bay
Coos County, Oregon

EXHIBIT A

Chapter 10.40 Towing of Illegal Vehicles

Sections

10.40.010	Definitions
10.40.020	Towing Without Notice
10.40.030	Towing After Notice
10.40.040	Inventory of Vehicle
10.40.050	Notice of Removal
10.40.060	Effect of Notice of Removal
10.40.070	Release of Vehicle
10.40.080	Hearing to Contest the Validity of Removal and Custody
10.40.090	Towing and Storage Liens
10.40.100	Disposal of Vehicles
10.40.110	Abandoned Vehicles Prohibited

10.40.010 Definitions.

“Abandoned or Unlawful Vehicle”. For purposes of this chapter, a vehicle is considered “abandoned or unlawful” if any of the following conditions exist:

- (a) The vehicle does not have a lawfully affixed, unexpired registration plate, fails to display current registration, or fails to have vehicle insurance as required by the State of Oregon.
- (b) The vehicle appears to be inoperative or disabled;
- (c) The vehicle appears to be wrecked, partially dismantled or junked; or
- (d) The vehicle appears to have been abandoned by its owner.

“Chief of police” means an authorized law enforcement officer of the city or another city employee authorized to enforce this chapter.

“City” means the city of Coos Bay.

“Department of Transportation” means the Oregon Department of Transportation, or other registration authority analogous to the Department of Transportation in any state other than Oregon.

“Hazardous vehicle” means a vehicle left in a location or condition that constitutes an immediate and continuous hazard to the safety of persons using the streets or alleys of the city. For example, and not for limitation, the following are hazardous vehicles:

- (a) Vehicles blocking public or private rights-of-way.
- (b) Vehicles with leaking petroleum or other hazardous fluids.
- (c) Vehicle leaking raw sewage
- (d) Vehicles blocking fire hydrants.
- (e) Vehicles with broken glass/windows.

“Owner” means any individual, firm, corporation, or unincorporated association with a claim, either individually or jointly, or ownership of any interest, legal or equitable, in a vehicle.

“Park” or “Parking” means the condition of:

- (a) A motor vehicle that is stopped while occupied by its operator with the engine turned off;
- (b) A motor vehicle that is stopped while unoccupied by its operator whether or not the engine is turned off;

“Person” means an individual; a corporation, partnership or other legal entity; and entity in fact.

“Recreational Vehicle” means a vehicular-type unit that:

- (a) Contains sleeping facilities;
- (b) Is designed or used:
 - i. For human occupancy, and
 - ii. As temporary living quarters for recreational, seasonal, or emergency use;
- (c) Has its own motive power or is mounted on or towed by another vehicle readily available.

“Police department” means the police department of the city of Coos Bay.

“Vehicle” means any device in, upon or by which a person or property is or may be transported or drawn upon a public highway, except devices moved by human power or used exclusively upon stationary rails or tracks. [Ord. 520 § 1, 2019; Ord. 241 § 1, 1997].

10.40.020 Towing without notice.

A police officer, without prior notice to the owner or operator of a motor vehicle, may cause a motor vehicle to be towed and impounded in the following circumstances:

- (1) When the police officer reasonably believes the operator is driving the motor vehicle uninsured or without other means to prove financial responsibility as required by ORS [806.010](#);
- (2) When the motor vehicle is illegally parked on a public street, private street, parking lot, or in a restricted space, zone, or traffic lane where parking is limited or prohibited to designated classes of vehicles or during designated periods of time, or where the motor vehicle at any time interferes with the intended use of such restricted space, zone or traffic lane;
- (3) When the operator of the motor vehicle does not possess or cannot produce a valid operator’s license;
- (4) When the motor vehicle is in the possession of a person taken into custody by the police officer and no other reasonable disposition of the motor vehicle is available;
- (5) When the motor vehicle has not been registered or the operator is unable to produce a valid registration card;
- (6) When a police officer has good cause to believe the motor vehicle is stolen;
- (7) *Repealed by Ord. 520*;

- (8) When a vehicle is left on a public right-of-way in such a location or manner as to create a hazard or obstruction to traffic. [Ord. 520 § 2, 2019; Ord. 241 § 2, 1997].

10.40.030 Towing after notice.

A police officer or Coos Bay Police Department's Records division will provide written notice of intent to impound when the officer reasonably believes the vehicle is an Abandoned or Unlawful Vehicle. Notice shall be sent to the owner of the vehicle and any lessors or security interest holders as shown in the records of the Department of Transportation, and must state that the vehicle will be towed unless the owner removes the vehicle within five days of the date of mailing; notice of intent to impound shall also be posted in a conspicuous place on the vehicle, and must state the vehicle will be towed on or after 10 days after the date of posting. Failure to provide notice under this section shall not affect the validity of any action taken to tow and impound an abandoned vehicle pursuant to CBMC [10.40.020](#).

- (1) When a vehicle which has been previously tagged for tow is found in the same condition as described in CBMC [10.40.110](#) on which an intent-to-tow notice was affixed, within 30 days of the original notice, the owner shall be considered notified and the vehicle shall be towed without further notice by the chief of police.
- (2) If no owner or previous owner information is available through the Department of Transportation or local records check the orange intent-to-tow sticker posted on the vehicle will be considered notification. [Ord. 520 § 3, 2019; Ord. 421 § 1, 2010].

10.40.040 Inventory of vehicle.

- (1) The contents of any vehicle which is to be towed and impounded, with the exception of abandoned or unlawful vehicles, shall be inventoried by the police officer. The inventory shall be conducted prior to towing except where there is reasonable suspicion to believe the safety of the police officer or other persons is at risk, in which case the inventory shall be made as soon as safely practical.
- (2) The inventory shall be made for the following purposes only:
- a. To promptly identify personal property for the protection of such property while the vehicle is impounded;
 - b. To prevent false claims for lost or stolen property;
 - c. To locate toxic, flammable, explosive or other dangerous substances.
- (3) The inventory shall be conducted throughout the passenger and engine compartments of the vehicle, including accessible areas under or within the dashboard areas, pockets in the doors or the back of the front seats, in any consoles between seats, and under floor mats and seats.
- (4) Inventories of the following property shall be made:
- a. All personal property in plain view or in open containers;
 - b. All open containers found in any unlocked compartments, including the trunk, glove

box and car-top carriers;

- c. All open containers found in any locked compartments; provided, however, that person in possession of the vehicle consents to entry or the keys to the compartments have been left with the vehicle;
 - d. No closed container shall be opened for inventory purposes; as used in this subsection, "closed container" means any container secured in such a manner that a reasonable person would know or should know that access requires permission.
- (5) The police officer shall prepare a written list of property inventoried contemporaneously with the inventory. The inventory shall be signed and dated, including the time the inventory was complete. A copy of the inventory shall be filed with the police department, a copy shall be left with the vehicle or tendered to the person in control of the vehicle if present at the time of towing, and a copy shall be provided with the notice of removal under CBMC [10.40.050](#). [Ord. 421 § 2, 2010].

10.40.050 Notice of removal.

- (1) After a vehicle has been towed and impounded and within 48 hours after the vehicle is towed, excluding Saturdays, Sundays and legal holidays, notice of removal shall be provided to the owner of the vehicle and any lessors or security interest holders as shown in the records of the Department of Transportation by sending, certified mail, notice stating the following:
- a. The vehicle has been towed and impounded;
 - b. The reason the vehicle has been towed and impounded;
 - c. An address and telephone number that may be used to obtain information on the charges which must be paid before the vehicle will be released and on the procedures for procuring such release;
 - d. The owner is entitled to and may request a hearing on the validity of the impoundment by filing a request for hearing with the Coos Bay police department within 10 calendar days, excluding Saturdays, Sundays and legal holidays, of the receipt of the notice;
 - e. The location of the vehicle;
 - f. The vehicle is subject to towing and storage charges, the amount of charges that have accrued as of the date of the notice, the rate of the daily storage charges and that daily storage charges will continue to accrue;
 - g. The person who towed and is storing the vehicle has a lien on the vehicle for the towing and storage charges, and will retain possession of the vehicle until the charges are paid and, if the charges remain unpaid for more than 30 days, may have the vehicle sold to satisfy the lien;
 - h. The vehicle and its contents may be immediately reclaimed upon presentation to the police department of proof of ownership or right to possession, payment to the police department of the fee specified in CBMC [10.40.070](#), and payment to the person who

towed and is storing the vehicle all towing and storage charges;

- i. The vehicle may be sold or otherwise disposed of if a person entitled to possession of the vehicle does not reclaim the vehicle within 30 days of the date the vehicle was towed.

(2) No notice is required under this section in the following circumstances:

- a. The vehicle does not display license plates or other identification by which registration or ownership of the vehicle can be determined; and
- b. The identity of the owner of the vehicle is not available from the Oregon Department of Transportation or other registration authority or the identity and address of the owner cannot reasonably otherwise be determined. [Ord. 241 § 5, 1997].

10.40.060 Effect of notice of removal.

If the owner of the vehicle and any lessors or security interest holders as shown in the records of the Department of Transportation do not contact the city, in writing, within 30 days of the date notice of removal is provided, or 30 days from the date of towing and impoundment if no notice is required, then the vehicle shall be deemed an abandoned vehicle. [Ord. 241 § 6, 1997].

10.40.070 Release of vehicle.

A vehicle towed and impounded shall be released to a person entitled to lawful possession upon payment to the city of a fee of \$75.00. Upon payment of the fee, the city shall authorize the person storing the vehicle to release the vehicle upon payment of towing and storage charges. Entitlement to lawful possession shall be established by the owner presenting proof of current ownership, proof of insurance and financial responsibility and proof of a valid operator's license; provided, however, if the person seeking release does not have a valid operator's license, the person may be accompanied by a licensed driver, who shall operate the vehicle after release. If the person seeking release is the holder of a validly perfected security interest, then entitlement to lawful possession shall be established by presentation of a certified copy of the document creating the security interest, along with a copy of a letter to the owner, with proof of mailing, providing notice the vehicle will be released to the secured party. [Ord. 241 § 7, 1997].

10.40.080 Hearing to contest the validity of removal and custody.

- (1) A request for hearing must be filed with the police department by the owner of the vehicle within 10 days of receipt of the notice of removal under CBMC [10.40.050](#). The request must be in writing, and shall state with particularity the basis of the owner's objection to the towing and impoundment of the vehicle. Failure to timely file a request for hearing shall be a waiver of right to hearing.
- (2) Hearing shall be held within four calendar days of a timely filed request, excluding Saturdays, Sundays and legal holidays, before an impartial hearing officer appointed by the city. The city shall have the burden of proving the validity of the towing and impoundment by a preponderance of the evidence.
- (3) If the hearing officer finds the towing and impoundment of the vehicle was improper, the vehicle shall be ordered released to the person entitled to possession, and the city shall

pay charges for towing and storage.

- (4) Appeal of the decision by the hearing officer shall be by writ of review under ORS [34.010](#) through [34.100](#). [Ord. 241 § 8, 1997].

10.40.090 Towing and storage liens.

- (1) A person who tows and impounds a vehicle pursuant to this chapter shall have a lien on the vehicle for just and reasonable towing and storage charges, may retain the vehicle until the charges are paid, or, if the charges are unpaid for the time specified herein, may have the vehicle sold to satisfy the lien. The lien shall be a possessory chattel lien as provided in ORS [87.152](#) and shall be perfected and foreclosed in the manner provided in ORS [87.152](#) through [87.212](#).
- (2) A person who tows a vehicle pursuant to this chapter is immune from civil liability for towing the vehicle, unless loss, damage or injury to the vehicle is the result of the person's negligent or willful acts. [Ord. 241 § 9, 1997].

10.40.100 Disposal of vehicles.

- (1) If a vehicle is not reclaimed within 30 days after it is impounded, the city may dispose of the vehicle and its contents. The city shall first give the person who towed and is storing the vehicle 10 days' written notice of the city's intent to dispose of the vehicle under this section, provided such written notice may be given prior to 30 days after the vehicle is impounded.
- (2) At any time after 30 days after the vehicle notice of removal has been provided pursuant to CBMC [10.40.050](#), or 30 days after the date the vehicle is towed if no notice is required pursuant to CBMC [10.40.020](#), the city may institute proceedings to sell the vehicle and its contents. The sale may occur with or without public auction. The city shall have the vehicle appraised by a person who has been issued an appraiser's certificate by the Oregon Department of Transportation, shall photograph the vehicle and shall notify the Department of Transportation that the city will be disposing of the vehicle.
- (3) Notice of sale of the vehicle shall be given to the owner and any lessors and security interest holders as shown in the records of the Department of Transportation, by registered or certified mail at least 30 days prior to the sale. In addition, the city shall post notice of sale in a public place located within the Coos Bay City Hall. The notice of sale shall contain a particular description of the vehicle, the name of the owner, the amounts due under this chapter for towing, storage and other charges, and the time, place and manner of sale. If the vehicle is appraised at a value of \$2,500 or greater, notice of sale shall be printed once a week for two successive weeks in a daily or weekly newspaper generally circulated in Coos County.
- (4) A person holding a security interest may, prior to sale, obtain release of the vehicle by providing entitlement to possession as required by CBMC [10.40.070](#) and by paying the amounts due under this chapter under CBMC [10.40.070](#) and the towing and storage charges. If a person holding a security interest in the vehicle fails to do so prior to the date of sale, the person's security interest is extinguished. If the city fails to notify a person holding a properly perfected security interest of the sale as required by this section, then the vehicle remains subject to the security interest, and any subsequent purchaser takes

the vehicle subject to the security interest.

(5) Disposal.

- a. If the vehicle is appraised at a value of \$500.00 or less, the city may dispose of the vehicle and its contents by sale to a person who holds a valid wrecker's certificate issued under ORS [822.110](#), or may dispose of the vehicle at public auction.
- b. If the vehicle is appraised at a value less than \$1,000 but more than \$500.00, the city may dispose of the vehicle and its contents by sale to a person who holds a valid wrecker's certificate issued under ORS [822.110](#) if:
 - i. The owner of the vehicle, any lessor or holder of a security interest shown in the records of the Department of Transportation signs a release, under oath, disclaiming any interest in the vehicle; or
 - ii. The owner of the vehicle, any lessor or holder of a security interest shown in the records of the Department of Transportation has been provided notice of removal as provided in CBMC [10.40.050](#), and has failed to sign a release or reclaim the vehicle.
 - iii. In all other cases where the vehicle is appraised at a value less than \$1,000 but more than \$500.00, the vehicle shall be sold at public auction.
- c. If the vehicle is appraised at a value of \$1,000 or more, the city shall sell the vehicle at public auction.

(6) Upon sale and payment of the purchase price, the city shall execute a certificate of sale in duplicate. The original certificate of sale shall be delivered to the purchaser and the copy retained by the city. The certificate of sale shall contain the name and address of the purchaser, the date of sale, the price paid, a description of the vehicle and a stipulation that the sale is without any warranty as to the condition or title of the vehicle. The purchaser shall be notified that the purchaser might be required to apply for a salvage title under ORS [819.010](#). The purchaser shall be entitled to be issued title and a registration card for the vehicle, or to be issued a salvage title to the vehicle.

(7) Return of Sale and Proceeds of Sale.

- a. When a vehicle is sold pursuant to this section, the city shall provide a return of sale to the Department of Transportation setting forth a description of the vehicle, the purchase price, the name and address of the purchaser, the costs incurred in the sale, and the costs and expenses incurred in the removal, preservation and custody of the vehicle.
- b. The city shall deduct from the proceeds of the sale the costs incurred in the sale and the costs and expenses incurred in the removal, preservation and custody of the vehicle; provided, however, that the city shall only disburse proceeds to the person who towed and stored the vehicle if that person properly perfected their lien under ORS [87.176](#). The city's finance officer shall then deposit the proceeds from the sale in a fund specifically designated for such purpose, and shall file a copy of the return of sale, along with a copy of any notices required by this section in the records of the city. At any time within two years after the sale of a vehicle, the former owner or former security interest holder may recover the proceeds, minus costs incurred in the sale

and costs of removal, preservation and custody of the vehicle, and fee charged pursuant to CBMC [10.40.070](#), along with interest at the legal rate, by filing a claim with the city, proving the person's ownership or security interest in the vehicle as of the date of sale. If no person has filed a claim within two years of the date of sale, then the proceeds shall be deposited in the city's general fund. [Ord. 241 § 10, 1997].

10.40.110 Abandoned vehicles prohibited.

- (1) No vehicle the chief of police has reason to believe is abandoned and displays a current license/registration through the Department of Transportation shall be parked or left standing on public property or city right-of-way for a period of 72 hours. After 72 consecutive hours, a notice of intent to tow shall be posted in a conspicuous place in the vehicle and must state the vehicle will be towed on or after 10 days of the date of posting.
- (2) No vehicle that the chief of police has reason to believe is abandoned, by means of being in damaged, disabled, or dismantled condition rendering it inoperable, or not currently licensed through the Department of Transportation, if such a license is required by law, and/or not insured as required, shall be parked or left standing on the public property or city right-of-way for a period of 72 hours. Failure to remove vehicle after a period of 72 consecutive hours constitutes prima facie evidence that the vehicle is abandoned/unlawful.
- (3) A vehicle so parked or left standing may be taken into custody by the chief of police and shall be held at the expense of the owner. The chief of police may use department personnel, equipment, and facilities for removal and storage of the vehicle or may hire other personnel, equipment, and facilities for that purpose.
- (4) A vehicle that is believed or known to be actively used as a form of temporary occupancy that is towed due to violation of this ordinance, will be held at the tow yard or a secured facility for a period of at least 30 days. During that time, the owner, upon furnishing proof of ownership or authorization from the chief of police, will be allowed to remove valuables and personal property contained within the vehicle. Retrieval of the vehicle will require owner compliance with rules established by the tow company and state law. [Ord. 520 § 11, 2019].

10.40.010 Definitions.

Abandoned ~~or Unlawful Vehicle~~. For purposes of this chapter, a vehicle is considered “abandoned ~~or unlawful~~” if any of the following conditions exist:

- ~~(a) Is inoperable and has been left on public property or city right-of-way for more than 72 hours.~~
- ~~(b) Has remained illegally on public property or city right-of-way for more than 72 hours.~~
- ~~(c) Is not currently licensed through the Department of Transportation, if such a license is required by law, and has been left on public property or city right-of-way.~~
- 1. The vehicle does not have a lawfully affixed, unexpired registration plate, fails to display current registration, or fails to have vehicle insurance as required by the State of Oregon.
- 2. The vehicle appears to be inoperative or disabled;
- 3. The vehicle appears to be wrecked, partially dismantled or junked; or
- 4. The vehicle appears to have been abandoned by its owner.

“Chief of police” means an authorized law enforcement officer of the city or another city employee authorized to enforce this chapter.

“City” means the city of Coos Bay.

“Department of Transportation” means the Oregon Department of Transportation, or other registration authority analogous to the Department of Transportation in any state other than Oregon.

“Hazardous vehicle” means a vehicle left in a location or condition that constitutes an immediate and continuous hazard to the safety of persons using the streets or alleys of the city. For example, and not for limitation, the following are hazardous vehicles:

- (a) Vehicles blocking public or private rights-of-way.
- (b) Vehicles with leaking petroleum or other hazardous fluids.
- (c) Vehicle leaking ~~has raw sewage~~ leaking
- (d) Vehicles blocking fire hydrants.
- (e) Vehicles with broken glass/windows.

“Owner” means any individual, firm, corporation, or unincorporated association with a claim, either individually or jointly, or ownership of any interest, legal or equitable, in a vehicle.

“Park” or “Parking” means the condition of:

- (a) A motor vehicle that is stopped while occupied by its operator with the engine turned off;
- (b) A motor vehicle that is stopped while unoccupied by its operator whether or not the engine is turned off;

“Person” means an individual; a corporation, partnership or other legal entity; and entity in fact.

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"Recreational Vehicle" means a vehicular-type unit that:

- (a) Contains sleeping facilities;
- (b) Is designed or used:
 - 1) For human occupancy, and
 - 2) As temporary living quarters for recreational, seasonal, or emergency use;
- (c) Has its own motive power or is mounted on or towed by another vehicle readily available.

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"Police department" means the police department of the city of Coos Bay.

"Vehicle" means any device in, upon or by which a person or property is or may be transported or drawn upon a public highway, except devices moved by human power or used exclusively upon stationary rails or tracks. [Ord. 520 § 1, 2019; Ord. 241 § 1, 1997].

10.40.020 Towing without notice.

A police officer, without prior notice to the owner or operator of a motor vehicle, may cause a motor vehicle to be towed and impounded in the following circumstances:

- (1) When the police officer reasonably believes the operator is driving the motor vehicle uninsured or without other means to prove financial responsibility as required by ORS [806.010](#);
- (2) When the motor vehicle is illegally parked on a public street, private street, parking lot, or in a restricted space, zone, or traffic lane where parking is limited or prohibited to designated classes of vehicles or during designated periods of time, or where the motor vehicle at any time interferes with the intended use of such restricted space, zone or traffic lane;
- (3) When the operator of the motor vehicle does not possess or cannot produce a valid operator's license;
- (4) When the motor vehicle is in the possession of a person taken into custody by the police officer and no other reasonable disposition of the motor vehicle is available;
- (5) When the motor vehicle has not been registered or the operator is unable to produce a valid registration card;
- (6) When a police officer has good cause to believe the motor vehicle is stolen;
- (7) *Repealed by Ord. 520*;
- (8) When a vehicle is left on a public right-of-way in such a location or manner as to create a hazard or obstruction to traffic. [Ord. 520 § 2, 2019; Ord. 241 § 2, 1997].

10.40.030 Towing after notice.

A police officer or Coos Bay Police Department's Records division will ~~may~~ provide written notice of intent to impound when the officer reasonably believes the vehicle is an abandoned or Unlawful Vehicle. Notice shall be sent to the owner of the vehicle and any lessors or security interest holders as shown in the records of the Department of Transportation, and must state that the vehicle will be towed unless the owner removes the vehicle within five days of the date of mailing; notice of intent to impound shall also be posted in a conspicuous place on the vehicle, and must state the vehicle will be

towed on or after 10 days after the date of posting. Failure to provide notice under this section shall not affect the validity of any action taken to tow and impound an abandoned vehicle pursuant to CBMC [10.40.020](#).

(1) When a vehicle which has been previously tagged for tow is found in the same condition as described in CBMC [10.40.110](#) on which an intent-to-tow notice was affixed, within 30 days of the original notice, the owner shall be considered notified and the vehicle shall be towed without further notice by the chief of police.

(2) If no owner or previous owner information is available through the Department of Transportation or local records check the orange intent-to-tow sticker posted on the vehicle will be considered notification. [Ord. 520 § 3, 2019; Ord. 421 § 1, 2010].

10.40.040 Inventory of vehicle.

(1) The contents of any vehicle which is to be towed and impounded, with the exception of abandoned [or unlawful](#) vehicles, shall be inventoried by the police officer. The inventory shall be conducted prior to towing except where there is reasonable suspicion to believe the safety of the police officer or other persons is at risk, in which case the inventory shall be made as soon as safely practical.

(2) The inventory shall be made for the following purposes only:

(a) To promptly identify personal property for the protection of such property while the vehicle is impounded;

(b) To prevent false claims for lost or stolen property;

(c) To locate toxic, flammable, explosive or other dangerous substances.

(3) The inventory shall be conducted throughout the passenger and engine compartments of the vehicle, including accessible areas under or within the dashboard areas, pockets in the doors or the back of the front seats, in any consoles between seats, and under floor mats and seats.

(4) Inventories of the following property shall be made:

(a) All personal property in plain view or in open containers;

(b) All open containers found in any unlocked compartments, including the trunk, glove box and car-top carriers;

(c) All open containers found in any locked compartments; provided, however, that person in possession of the vehicle consents to entry or the keys to the compartments have been left with the vehicle;

(d) No closed container shall be opened for inventory purposes; as used in this subsection, "closed container" means any container secured in such a manner that a reasonable person would know or should know that access requires permission.

(5) The police officer shall prepare a written list of property inventoried contemporaneously with the inventory. The inventory shall be signed and dated, including the time the inventory was complete. A copy of the inventory shall be filed with the police department, a copy shall be left with the vehicle or

tendered to the person in control of the vehicle if present at the time of towing, and a copy shall be provided with the notice of removal under CBMC [10.40.050](#). [Ord. 421 § 2, 2010].

10.40.050 Notice of removal.

(1) After a vehicle has been towed and impounded and within 48 hours after the vehicle is towed, excluding Saturdays, Sundays and legal holidays, notice of removal shall be provided to the owner of the vehicle and any lessors or security interest holders as shown in the records of the Department of Transportation by sending, certified mail, notice stating the following:

(a) The vehicle has been towed and impounded;

(b) The reason the vehicle has been towed and impounded;

(c) An address and telephone number that may be used to obtain information on the charges which must be paid before the vehicle will be released and on the procedures for procuring such release;

(d) The owner is entitled to and may request a hearing on the validity of the impoundment by filing a request for hearing with the Coos Bay police department within 10 calendar days, excluding Saturdays, Sundays and legal holidays, of the receipt of the notice;

(e) The location of the vehicle;

(f) The vehicle is subject to towing and storage charges, the amount of charges that have accrued as of the date of the notice, the rate of the daily storage charges and that daily storage charges will continue to accrue;

(g) The person who towed and is storing the vehicle has a lien on the vehicle for the towing and storage charges, and will retain possession of the vehicle until the charges are paid and, if the charges remain unpaid for more than 30 days, may have the vehicle sold to satisfy the lien;

(h) The vehicle and its contents may be immediately reclaimed upon presentation to the police department of proof of ownership or right to possession, payment to the police department of the fee specified in CBMC [10.40.070](#), and payment to the person who towed and is storing the vehicle all towing and storage charges;

(i) The vehicle may be sold or otherwise disposed of if a person entitled to possession of the vehicle does not reclaim the vehicle within 30 days of the date the vehicle was towed.

(2) No notice is required under this section in the following circumstances:

(a) The vehicle does not display license plates or other identification by which registration or ownership of the vehicle can be determined; and

(b) The identity of the owner of the vehicle is not available from the Oregon Department of Transportation or other registration authority or the identity and address of the owner cannot reasonably otherwise be determined. [Ord. 241 § 5, 1997].

10.40.060 Effect of notice of removal.

If the owner of the vehicle and any lessors or security interest holders as shown in the records of the Department of Transportation do not contact the city, in writing, within 30 days of the date notice of removal is provided, or 30 days from the date of towing and impoundment if no notice is required, then the vehicle shall be deemed an abandoned vehicle. [Ord. 241 § 6, 1997].

10.40.070 Release of vehicle.

A vehicle towed and impounded shall be released to a person entitled to lawful possession upon payment to the city of a fee of \$75.00. Upon payment of the fee, the city shall authorize the person storing the vehicle to release the vehicle upon payment of towing and storage charges. Entitlement to lawful possession shall be established by the owner presenting proof of current ownership, proof of insurance and financial responsibility and proof of a valid operator's license; provided, however, if the person seeking release does not have a valid operator's license, the person may be accompanied by a licensed driver, who shall operate the vehicle after release. If the person seeking release is the holder of a validly perfected security interest, then entitlement to lawful possession shall be established by presentation of a certified copy of the document creating the security interest, along with a copy of a letter to the owner, with proof of mailing, providing notice the vehicle will be released to the secured party. [Ord. 241 § 7, 1997].

10.40.080 Hearing to contest the validity of removal and custody.

(1) A request for hearing must be filed with the police department by the owner of the vehicle within 10 days of receipt of the notice of removal under CBMC [10.40.050](#). The request must be in writing, and shall state with particularity the basis of the owner's objection to the towing and impoundment of the vehicle. Failure to timely file a request for hearing shall be a waiver of right to hearing.

(2) Hearing shall be held within four calendar days of a timely filed request, excluding Saturdays, Sundays and legal holidays, before an impartial hearing officer appointed by the city. The city shall have the burden of proving the validity of the towing and impoundment by a preponderance of the evidence.

(3) If the hearing officer finds the towing and impoundment of the vehicle was improper, the vehicle shall be ordered released to the person entitled to possession, and the city shall pay charges for towing and storage.

(4) Appeal of the decision by the hearing officer shall be by writ of review under ORS [34.010](#) through [34.100](#). [Ord. 241 § 8, 1997].

10.40.090 Towing and storage liens.

(1) A person who tows and impounds a vehicle pursuant to this chapter shall have a lien on the vehicle for just and reasonable towing and storage charges, may retain the vehicle until the charges are paid, or, if the charges are unpaid for the time specified herein, may have the vehicle sold to satisfy the lien. The lien shall be a possessory chattel lien as provided in ORS [87.152](#) and shall be perfected and foreclosed in the manner provided in ORS [87.152](#) through [87.212](#).

(2) A person who tows a vehicle pursuant to this chapter is immune from civil liability for towing the vehicle, unless loss, damage or injury to the vehicle is the result of the person's negligent or willful acts. [Ord. 241 § 9, 1997].

10.40.100 Disposal of vehicles.

(1) If a vehicle is not reclaimed within 30 days after it is impounded, the city may dispose of the vehicle and its contents. The city shall first give the person who towed and is storing the vehicle 10 days' written notice of the city's intent to dispose of the vehicle under this section, provided such written notice may be given prior to 30 days after the vehicle is impounded.

(2) At any time after 30 days after the vehicle notice of removal has been provided pursuant to CBMC [10.40.050](#), or 30 days after the date the vehicle is towed if no notice is required pursuant to CBMC [10.40.020](#), the city may institute proceedings to sell the vehicle and its contents. The sale may occur with or without public auction. The city shall have the vehicle appraised by a person who has been issued an appraiser's certificate by the Oregon Department of Transportation, shall photograph the vehicle and shall notify the Department of Transportation that the city will be disposing of the vehicle.

(3) Notice of sale of the vehicle shall be given to the owner and any lessors and security interest holders as shown in the records of the Department of Transportation, by registered or certified mail at least 30 days prior to the sale. In addition, the city shall post notice of sale in a public place located within the Coos Bay City Hall. The notice of sale shall contain a particular description of the vehicle, the name of the owner, the amounts due under this chapter for towing, storage and other charges, and the time, place and manner of sale. If the vehicle is appraised at a value of \$2,500 or greater, notice of sale shall be printed once a week for two successive weeks in a daily or weekly newspaper generally circulated in Coos County.

(4) A person holding a security interest may, prior to sale, obtain release of the vehicle by providing entitlement to possession as required by CBMC [10.40.070](#) and by paying the amounts due under this chapter under CBMC [10.40.070](#) and the towing and storage charges. If a person holding a security interest in the vehicle fails to do so prior to the date of sale, the person's security interest is extinguished. If the city fails to notify a person holding a properly perfected security interest of the sale as required by this section, then the vehicle remains subject to the security interest, and any subsequent purchaser takes the vehicle subject to the security interest.

(5) Disposal.

(a) If the vehicle is appraised at a value of \$500.00 or less, the city may dispose of the vehicle and its contents by sale to a person who holds a valid wrecker's certificate issued under ORS [822.110](#), or may dispose of the vehicle at public auction.

(b) If the vehicle is appraised at a value less than \$1,000 but more than \$500.00, the city may dispose of the vehicle and its contents by sale to a person who holds a valid wrecker's certificate issued under ORS [822.110](#) if:

(i) The owner of the vehicle, any lessor or holder of a security interest shown in the records of the Department of Transportation signs a release, under oath, disclaiming any interest in the vehicle; or

(ii) The owner of the vehicle, any lessor or holder of a security interest shown in the records of the Department of Transportation has been provided notice of removal as provided in CBMC [10.40.050](#), and has failed to sign a release or reclaim the vehicle.

In all other cases where the vehicle is appraised at a value less than \$1,000 but more than \$500.00, the vehicle shall be sold at public auction.

(c) If the vehicle is appraised at a value of \$1,000 or more, the city shall sell the vehicle at public auction.

(6) Upon sale and payment of the purchase price, the city shall execute a certificate of sale in duplicate. The original certificate of sale shall be delivered to the purchaser and the copy retained by the city. The certificate of sale shall contain the name and address of the purchaser, the date of sale, the price paid, a description of the vehicle and a stipulation that the sale is without any warranty as to the condition or title of the vehicle. The purchaser shall be notified that the purchaser might be required to apply for a salvage title under ORS [819.010](#). The purchaser shall be entitled to be issued title and a registration card for the vehicle, or to be issued a salvage title to the vehicle.

(7) Return of Sale and Proceeds of Sale.

(a) When a vehicle is sold pursuant to this section, the city shall provide a return of sale to the Department of Transportation setting forth a description of the vehicle, the purchase price, the name and address of the purchaser, the costs incurred in the sale, and the costs and expenses incurred in the removal, preservation and custody of the vehicle.

(b) The city shall deduct from the proceeds of the sale the costs incurred in the sale and the costs and expenses incurred in the removal, preservation and custody of the vehicle; provided, however, that the city shall only disburse proceeds to the person who towed and stored the vehicle if that person properly perfected their lien under ORS [87.176](#). The city's finance officer shall then deposit the proceeds from the sale in a fund specifically designated for such purpose, and shall file a copy of the return of sale, along with a copy of any notices required by this section in the records of the city. At any time within two years after the sale of a vehicle, the former owner or former security interest holder may recover the proceeds, minus costs incurred in the sale and costs of removal, preservation and custody of the vehicle, and fee charged pursuant to CBMC [10.40.070](#), along with interest at the legal rate, by filing a claim with the city, proving the person's ownership or security interest in the vehicle as of the date of sale. If no person has filed a claim within two years of the date of sale, then the proceeds shall be deposited in the city's general fund. [Ord. 241 § 10, 1997].

10.40.110 Abandoned vehicles prohibited.

(1) No vehicle the chief of police has reason to believe is abandoned and displays a current license/registration through the Department of Transportation shall be parked or left standing on public property or city right-of-way for a period of 72 hours. After 72 consecutive hours, a notice of intent to tow shall be posted in a conspicuous place in the vehicle and must state the vehicle will be towed on or after 10 days of the date of posting.

(2) No vehicle that the chief of police has reason to believe is abandoned, by means of being in damaged, disabled, or dismantled condition rendering it inoperable, or not currently licensed through the Department of Transportation, if such a license is required by law, [and/or not insured as required](#), shall be parked or left standing on the public property or city right-of-way for a period of 72 hours. Failure to remove vehicle after a period of 72 consecutive hours constitutes prima facie evidence that the vehicle is abandoned/[unlawful](#).

(3) A vehicle so parked or left standing may be taken into custody by the chief of police and shall be held at the expense of the owner. The chief of police may use department personnel, equipment, and facilities for removal and storage of the vehicle or may hire other personnel, equipment, and facilities for that purpose. ~~{Ord. 520 § 11, 2019}.~~

4. A vehicle that is believed or known to be actively used as a form of temporary occupancy that is towed due to violation of this ordinance, will be held at the tow yard or a secured facility for a period of at least 30 days. During that time, the owner, upon furnishing proof of ownership or authorization from the chief of police, will be allowed to remove valuables and personal property contained within the vehicle. Retrieval of the vehicle will require owner compliance with rules established by the tow company and state law. [Ord. 520 § 11, 2019].

CITY OF COOS BAY CITY COUNCIL

Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
September 7, 2021	8.

TO: Mayor Benetti and City Councilors

FROM: Nichole Rutherford, Assistant City Manager/Finance Director

THROUGH: Rodger Craddock, City Manager

ISSUE: Consideration of Approval of Intergovernmental Agreement in Support of Community Development Block Grant

SUMMARY:

The City of North Bend intends to apply for a Community Development Block Grant (CDBG), administered by the Oregon Business Development Department Infrastructure Finance Authority, to help provide emergency rental assistance for residents within Coos County communities. If awarded, Oregon Coast Community Action will administer the grant for the City of North Bend. The proposed Intergovernmental Agreement, if approved, would provide access to rental assistance funds for Coos Bay residents, as well as potentially increase the amount of the award.

ACTION REQUESTED:

If it pleases Council, authorize the City Manager, or designee, to sign the Intergovernmental Agreement with the City of North Bend and Oregon Coast Community Action, supporting the CDBG application and potential subsequent grant award for Coos Bay residents.

BACKGROUND:

The management team from the City of North Bend has asked for support of their effort to successfully apply for a CDBG to aid Coos County residents with emergency rental assistance. The CDBG allows for additional partners in the award, thereby extending the assistance into each partner's community, and potentially increase the total grant award. In order to be included as a partner, providing for emergency rental assistance for Coos Bay residents who meet program qualifications, the City of Coos Bay must enter into an IGA with the City of North Bend (applicant) and Oregon Coast Community Action (administrator).

BUDGET IMPLICATIONS:

None.

ATTACHMENT(S):

▢ Intergovernmental Agreement

Intergovernmental Agreement in Support of a Community Development Block Grant

From the 2021 Community Development Block Grant Program

Administered by the Oregon Business Development Department, Infrastructure Finance Authority

Agreement Title: North Bend Residential Emergency Rental Assistance Program

Agreement Date: August 6, 2021

Signatory Parties: City of North Bend, Oregon Coast Community Action (ORCCA), and City of Bandon

Agreement: The above signatory parties agree to jointly sponsor an Emergency Rental Assistance Program provided through a Community Development Block Grant (CDBG), Administered by the Oregon Business Development Department, Infrastructure Finance Authority and recognize the City of North Bend as the lead agency that will be responsible for applying, receiving, and administering the CDBG award.

Grant Activity: The purpose of the proposed CDBG is to manage an Emergency Rental Assistance grant emergency rental assistance to families impacted by COVID-19 of up to six consecutive months past due rent.

Constraints: One hundred percent (100%) of the benefited household occupants must have incomes that are below the federal low- and moderate-income limits (eighty (80%) of the area median family income as adjusted by family size.

The rent must be within the local Fair Market Rent or from a rent reasonable study conducted by the Applicant or a local Public Housing Authority. The assistance must also put the household into a current rent status. Only households within the boundaries set by the cities and unincorporated/non-entitlement county areas of the signatory parties are to receive the rental assistance funding.

Oregon Coast Community Action will enter into a sub-recipient agreement with the lead agency, City of North Bend, to manage the Emergency Rental Assistance program.

Counterparts: This agreement may be signed in counterparts and each counterpart will be deemed an original. Copies of all signatures will be provided as part of the grant application and to each signatory.

Multiple Parties: In the event that one or more of the signatories identified above decline to sign this agreement, it remains sufficient for all other signatories to receive the benefits of the agreement.

So, Agreed:

(City of North Bend) _____ Date

(Oregon Coast Community Action) _____ Date

(City of Bandon) _____ Date

Intergovernmental Agreement in Support of a Community Development Block Grant

From the 2021 Community Development Block Grant Program

Administered by the Oregon Business Development Department, Infrastructure Finance Authority

Agreement Title: North Bend Residential Emergency Rental Assistance Program

Agreement Date: August 6, 2021

Signatory Parties: City of North Bend, Oregon Coast Community Action (ORCCA), and City of Myrtle Point

Agreement: The above signatory parties agree to jointly sponsor an Emergency Rental Assistance Program provided through a Community Development Block Grant (CDBG), Administered by the Oregon Business Development Department, Infrastructure Finance Authority and recognize the City of North Bend as the lead agency that will be responsible for applying, receiving, and administering the CDBG award.

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Intergovernmental Agreement in Support of a Community Development Block Grant

From the 2021 Community Development Block Grant Program

Administered by the Oregon Business Development Department, Infrastructure Finance Authority

Agreement Title: North Bend Residential Emergency Rental Assistance Program

Agreement Date: August 6, 2021

Signatory Parties: City of North Bend, Oregon Coast Community Action (ORCCA), and City of Coquille

Agreement: The above signatory parties agree to jointly sponsor an Emergency Rental Assistance Program provided through a Community Development Block Grant (CDBG), Administered by the Oregon Business Development Department, Infrastructure Finance Authority and recognize the City of North Bend as the lead agency that will be responsible for applying, receiving, and administering the CDBG award.

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(Oregon Coast Community Action) _____ Date

(City of Coquille) _____ Date

Intergovernmental Agreement in Support of a Community Development Block Grant

From the 2021 Community Development Block Grant Program

Administered by the Oregon Business Development Department, Infrastructure Finance Authority

Agreement Title: North Bend Residential Emergency Rental Assistance Program

Agreement Date: August 6, 2021

Signatory Parties: City of North Bend, Oregon Coast Community Action (ORCCA), and City of Lakeside

Agreement: The above signatory parties agree to jointly sponsor an Emergency Rental Assistance Program provided through a Community Development Block Grant (CDBG), Administered by the Oregon Business Development Department, Infrastructure Finance Authority and recognize the City of North Bend as the lead agency that will be responsible for applying, receiving, and administering the CDBG award.

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(Oregon Coast Community Action) _____ Date

(City of Lakeside) _____ Date

Intergovernmental Agreement in Support of a Community Development Block Grant

From the 2021 Community Development Block Grant Program

Administered by the Oregon Business Development Department, Infrastructure Finance Authority

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Agreement Date: August 6, 2021

Signatory Parties: City of North Bend, Oregon Coast Community Action (ORCCA), and City of Coos Bay

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(City of North Bend) Date

(Oregon Coast Community Action) Date

(City of Coos Bay) Date

Intergovernmental Agreement in Support of a Community Development Block Grant

From the 2021 Community Development Block Grant Program

Administered by the Oregon Business Development Department, Infrastructure Finance Authority

Agreement Title: North Bend Residential Emergency Rental Assistance Program

Agreement Date: August 6, 2021

Signatory Parties: City of North Bend, Oregon Coast Community Action (ORCCA), and City of Powers

Agreement: The above signatory parties agree to jointly sponsor an Emergency Rental Assistance Program provided through a Community Development Block Grant (CDBG), Administered by the Oregon Business Development Department, Infrastructure Finance Authority and recognize the City of North Bend as the lead agency that will be responsible for applying, receiving, and administering the CDBG award.

Grant Activity: The purpose of the proposed CDBG is to manage an Emergency Rental Assistance grant emergency rental assistance to families impacted by COVID-19 of up to six consecutive months past due rent.

Constraints: One hundred percent (100%) of the benefited household occupants must have incomes that are below the federal low- and moderate-income limits (eighty (80%) of the area median family income as adjusted by family size.

The rent must be within the local Fair Market Rent or from a rent reasonable study conducted by the Applicant or a local Public Housing Authority. The assistance must also put the household into a current rent status. Only households within the boundaries set by the cities and unincorporated/non-entitlement county areas of the signatory parties are to receive the rental assistance funding.

Oregon Coast Community Action will enter into a sub-recipient agreement with the lead agency, City of North Bend, to manage the Emergency Rental Assistance program.

Counterparts: This agreement may be signed in counterparts and each counterpart will be deemed an original. Copies of all signatures will be provided as part of the grant application and to each signatory.

Multiple Parties: In the event that one or more of the signatories identified above decline to sign this agreement, it remains sufficient for all other signatories to receive the benefits of the agreement.

So, Agreed:

(City of North Bend) _____ Date

(Oregon Coast Community Action) _____ Date

(City of Powers) _____ Date

CITY OF COOS BAY CITY COUNCIL

Agenda Staff Report

MEETING DATE	AGENDA ITEM NUMBER
September 7, 2021	9.

TO: Mayor Benetti and City Councilors

FROM: Michael Carrano, Water Quality Superintendent & Shelby Cook, Collections & Maintenance Supervisor

THROUGH: Jennifer Wirsing, City Engineer/PW-CD Deputy Director

ISSUE: Consideration of Approval to Purchase Jetter/Vacuum Vehicle

SUMMARY:

The City has two Jetter/Vacuum trucks that are used frequently throughout the Water Quality asset. One of these Jetter/Vacuum trucks is sixteen years past its useful service life and has been out of commission for several months due to multiple issues. The Water Quality Division is recommending replacement.

ACTION REQUESTED:

If it pleases Council, approve the purchase of a new Jetter/Vacuum vehicle for an amount not to exceed \$488,830.

BACKGROUND:

A Jetter/Vacuum truck is utilized frequently throughout the Water Quality asset. Most importantly, a Jetter/Vacuum truck is used in the regular cleaning and maintenance of the conveyance system. On average, 9,000 feet of the City's Sewer and Storm conveyance systems is cleaned monthly to keep the system free flowing and in good working condition. A Jetter/Vacuum truck is also utilized to help investigate sinkholes, line breaks, citizen concerns, clean spills and hydro excavate for repairs and new installs. The Water Quality Division utilizes the Jetter/Vacuum trucks at the twenty-five lift stations to clean wet wells, controlling flows for wet well entries for maintenance and repair, and for emergency response. Plant 1 uses a Jetter/Vacuum truck for cleaning, entry and maintenance for fifteen different process areas annually. Plant 2 uses a Jetter/Vacuum truck for cleaning, entry and maintenance for nine different process areas annually.

Currently there are two Jetter/Vacuum vehicles in the city's rolling stock inventory; the oldest one is a 1995 Ford LNT 3000 Sewer Cleaner Jetter/Vacuum truck, designated vehicle number 916. This vehicle is the second oldest in the Water Quality's rolling stock inventory, next to a 1990 International tanker truck, and has 9,150 hours on the main drive motor which equates to 457,000 miles. This vehicle has been out of service for several months due to multiple mechanical and safety issues including manufacturing a new pitman arm, jetter hose

replacement, hydraulic pump replacement, all ten tires replaced, debris body replacement, boom control wiring harness, blower replacement, and numerous electrical repairs. These minimum necessary repairs must be made to make the vehicle road worthy and safe to use and are estimated to be \$159,000. The useful life for a Jetter/Vacuum truck is recommended ten years, which places this vehicle 16 years past its useful service life. The other Jetter/Vacuum vehicle is a 2009 model with 7,500 hours. Currently it is in fair working condition but past the recommended useful life of 10 years.

Due to the frequency of utilization and criticality of this asset, the immediate replacement of the 1995 Jetter/Vacuum truck is recommended. A quote has been provided for a replacement vehicle. Per Resolution 17-14 (Public Contracting Rules) which references the Oregon Revised Statutes (in particular Section 5.(b) paragraph (2)), the City can purchase this vehicle through a Cooperative Purchase Agreement with Sourcewell. The cost to replace said equipment is quoted for \$437,588 with several lease to own purchasing options available. There may not be budget to outright purchase the vehicle with the anticipated/planned rolling stock needs over the next 1-3 years and the planned capital improvement projects. As a result, there are several other purchase options that were provided:

- Option 1 – Purchase outright for \$437,588
- Option 2 – Three-year lease at \$155,466 Annually (\$28,810 interest payment)
- Option 3 – Four-year lease at \$121,932 Annually
- Option 4 – Five-year lease at \$95,766 Annually (\$41,242 interest payment)
- Option 5 – Six-year lease at \$82,359 Annually
- Option 6 – Seven-year lease at \$70,347 Annually (\$54,841 interest payment)

The city received a quote from US Bank to finance the cost of the Jetter/Vacuum. The interest rate for a 5-year term is 1.65%. The interest paid over the life of the 5-year term would be approximately \$22,000. The interest rate for a 7-year term is 1.9% with total interest over the 7-year term being approximately \$34,000.

Staff is analyzing purchase options that consist of purchasing it outright, a 3-5 year lease to own option identified above, or coordinating with our local banks on finance options. At most, a 5 year lease to own option would involve 5 annual payments of \$95,766 for a total purchase price of \$478,830. In addition, \$10,000 will be needed to upgrade the brakes, install a city logo, and outfit the vehicle with safety equipment for a maximum purchase price of \$488,830. Staff will investigate the options and move forward on the options that best fits with the City's budgetary needs.

BUDGET IMPLICATIONS:

Staff is investigating funding options. However the maximum purchase price is \$488,830 and the allocations are as follows: 03-351-530-3300 - 23.5%, 03-352-530-3300 - 23.5%, 03-353-530-3300 - 42.5%, 03-355-530-3300 - 10.5%.

ATTACHMENT(S):

- ▣ Quote
- ▣ Lease Option
- ▣ US Bank Financing Proposal

--- Quote is valid until EOD Sep 9th, 2021

Enviro-Clean Equipment
2395 11 Mile Avenue
Gresham, OR 97030

- Date 8/31/2021
Number 103958
Type of Quote Single
PO

Coos Bay Single Axle 9 Yard Truck Quote

Retail City of Coos Bay - Single Ship ToECE
Purchaser Axle
Retail ID #633
Comments All Hydraulics/Hydrostatics to be run off of T-Case. NO FEPTO. New style water manifold.
Aquatech tubes instead of standard tubes.
Option content is subject to engineering approval.

Model Number - V V390HN/1000 L H A -P

Standard Equipment Includes:

Vacuum System (as specified by Model Number)
Vacuum Drive: Hydrostatic - Required
3/16" Corten Steel Debris Tank - (size as specified by model number)
Full opening rear door
Debris tank Dumping: minimum 50 deg., hydraulic scissors lift - power up/power down
Polyethylene water tank
Automatic Vacuum Breaker and overfill protection
8" vacuum intake hose
Boom travel tie down
4 Way hydraulic boom with 270 deg. Rotation and joystick controls
FMC Water Pump is Standard on Single Engine Unit: 60 gpm/2000 psi system
Water pump drive: Hydrostatic
Manual hose rewind guide
Hose guide (Tiger Tail)
20 gpm at 600 psi wash down hand gun with 25' of hose and nozzle
Sealed and locking tool box(es) {as indicated by model number}
1) each sanitary and penetrator nozzles
20.5' aluminum intake pipe(1-3', 1-5', 1-6', and 1-6.5' nozzle)
ICC lighting
PPG Polyurethane Paint
12 month standard warranty - see certificate for details

Main Information

Model	V390HN/1000
Blower	Hydrostatic Drive
Boom	10' Aluminum Telescoping Boom with Pendant Control Station
Hose Reel	Front Mounted, Articulating to Driver Side, 800' (1") Capacity (Std. Pivot)
Jet Rodder Hose	1000' x 3/4" Jet Rodder Hose - (non-continuous)
Water System	50/3000, FMC STANDARD OFFERING

Debris Body Options

Qty Description

- 1 6" Knife Valve with Center Post and Handle, in Lieu of the 5" Butterfly Valve (662-0125)
- 1 A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided
- 1 Built in Body Prop - Rear Support Frame Mounted
- 1 Rear Splash Shield - Rear Flange Mounted

Water System Options

Qty Description

- 1 1/4 turn ball valve water drain valve
- 1 50' Capacity Retractable Hand Gun Hose Reel
- 1 Air Purge System
- 1 Debris Body "Power Flush" System, 8 jets
Hydroexcavation Pkg Inc- 50â€™™ Handgun Hose Reel w/ 1/2â€™ hose 72â€™ X 1/2â€™ Sch. 80 QD Lance w
- 1 single Fwd Spray Nozzle, Storage Tubes for Lances Heavy Duty Unloader Valve Main Control Ball Valve
Variable Flow Valve
- 1 Pre-Tank Water Filter (Y-type)
- 1 Water Pump Remote Oil Drain

Misc Machine Options

Qty Description

- 1 Rear Mounted Tow Hooks
- 1 Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive) - If Applicable
- 1 Remote Debris Tank Grease Assembly (Ground Level)
- 1 SHELLBACK BOOM ELBOW

Lighting Options

Qty Description

- 1 Arrow Board, D.O.T., WANCO, LED - Rear Debris Tank Door Mounted
- 1 LED 4 Strokes - (2) front bumper / (2) rear bumper - Whelen 50A03ZCR - Amber
- 1 LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 LED Midbody Flood Lights with guards - Whelen NP6BB (Driverside and Curbside)
- 1 LED Rear Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 LED strobe with Limb Guard, Rear Debris Tank Mounted - Whelen L21HAP LED Beacon with Whelen BGH
Branch Guard
- 2 Mirror Mounted LED Beacon/Strobe Light with Limb Guard - Whelen L21HAP LED Beacon with Whelen BGH
Branch Guard

Electrical Options

Qty Description

- 1 Front Bumper Camera Placement
- 1 Low Water Alarm with Light
- 1 Omnibus Precision Power System (OPP)-Electronic Controller System-Includes: a color monitor, electronic
footage counter, and pressure compensated hydraulics. AVAILABLE: DUAL AND SINGLE ENG MACHINES.
- 1 Rear Camera Placement
- 1 Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable).
Does not include remote cable pendant controls for boom or hi dump.

- 1 Traffic Camera With Color Monitor - MUST PICK CAMERA PLACEMENT

Misc Accessories

Qty Description

- 1 LED lighting in Main Tool Box

Leader Hose

Qty Description

- 1 3/4" x 15' Length Leader Hose

Pipe Storage Racks

Qty Description

- 1 Lazy Susan Pipe Rack (Holds 5 Pipes)

Tool/Storage Boxes

Qty Description

- 1 Storage Box Behind Cab 16" x 42" x 96"

Paint

Qty Description

- 1 Paint Chassis Hood Flat Black
- 1 Paint Module: Single-Stage Polyurethane Elite Deep Blue (PPG code: 918377)
- 1 Standard Striping Package - White 692-5204-01

Truck Chassis Information

Pool Truck Chassis Model **Freightliner 114SD 4x2 43000GVWR ISL370 3000RDS** *Pool Trucks are subject to availability.*

Total Machine Cost - \$437,588

Leasing2 Options

Term	Annual Payment
3 Years	\$155,466
4 Years	\$118,932
5 Years	\$95,766
6 Years	\$82,359
7 Years	\$70,347

LEASE FINANCING PROPOSAL

Requested by
Enviro-Clean Equipment

Representing



Presented To (As Lessee)
City of Coos Bay, OR

Proposal Date:	September 2, 2021
Equipment Description:	1- Vac-Con Vacuum Truck
Commencement Date:	October 1, 2021
	<u>Option 1</u>
Equipment Cost:	\$437,497
Lessee Down Payment:	
Amount Financed:	\$437,497
Lease Term:	5 Years
First Payment Date:	2/1/2022
Payment Frequency:	Annual
Lease Rate:	2.75%
Payment Amount:	\$93,171.02
Payment Factor:	0.21296

Qualifications:

- Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:
 - Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.
 - Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.
 - Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after ten (10) years to the then current interest rates for the remaining term.
- Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.
- Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.
- Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.
- Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by: **Leasing 2, Inc.**
Contact: **Rick Carney**
Phone: 813-258-9888 x16
Email: rcarney@leasing2.com
Web: www.leasing2.com



REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: September 2, 2021

Option Chosen: _____ (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

City of Coos Bay, OR

Name of Lessee

Authorized Signature

Date

Printed Name Of Authorized Signature

Title

Contact Name (If Different Than
Authorized Signature)

Contact Phone

Contact E-Mail Address

Last month of your budget year?

*Please complete the above information and **fax or email** all pages of the proposal to
813-258-9333 / rcarney@leasing2.com*



**** Important: A Resolution will be required with the lease contract ****
**In the event that you require board action to sign this proposal,
please call us so that we may forward the preferred form for the meeting.**



Government Leasing and Finance, Inc.

September 2, 2021

City of Coos Bay
500 Central Avenue
Coos Bay, OR 97420

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Lender: U.S. Bancorp Government Leasing and Finance, Inc.

Customer: *City of Coos Bay*

Equipment: Street Sweeper and Vac Con Truck

Expiration: *November 2, 2021*

Proposed Structure and Payment Options:

Cost	Interest Rate	Payment	Pmts / Yr	Term	Adv / Arr
700,068.00	1.65%	147,019.88	1	5 Years	Arr
700,068.00	1.90%	107,753.47	1	7 Years	Arr

Notes: There are no fees associated with this offer, including a U.S. Bank, N.A. escrow account. Prepayment is permitted after 13 months at 103% of remaining principal.

The financing will be structured as a tax-exempt installment purchase, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The installment purchase is "triple-net" with the borrower responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the customer pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the customer within a reasonable time and in form and substance acceptable to customer, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the customer. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,

Tasha Barreau

Tasha Barreau
Vice President
P: 303.330.4160
Email: tasha.barreau@Usbank.com



Payment Table

Assumes commencement date of October 22, 2021

Totals	735,099.40	700,068.00	35,031.40	0.00
<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Prepayment Balance</u>
22-Oct-2022	147,019.88	135,468.76	11,551.12	581,537.22
22-Oct-2023	147,019.88	137,703.99	9,315.89	439,702.11
22-Oct-2024	147,019.88	139,976.11	7,043.77	295,526.72
22-Oct-2025	147,019.88	142,285.71	4,734.17	148,972.43
22-Oct-2026	147,019.88	144,633.43	2,386.45	0.00

Totals	754,274.29	700,068.00	54,206.29	0.00
<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Prepayment Balance</u>
22-Oct-2022	107,753.47	94,452.18	13,301.29	623,784.30
22-Oct-2023	107,753.47	96,246.77	11,506.70	524,650.13
22-Oct-2024	107,753.47	98,075.46	9,678.01	423,632.40
22-Oct-2025	107,753.47	99,938.89	7,814.58	320,695.35
22-Oct-2026	107,753.47	101,837.73	5,915.74	215,802.48
22-Oct-2027	107,753.47	103,772.65	3,980.82	108,916.66
22-Oct-2028	107,753.47	105,744.33	2,009.14	0.00



CITY OF COOS BAY CITY COUNCIL

Agenda Staff Report

This item was previously discussed at City Council meeting on 2/16/2021

MEETING DATE	AGENDA ITEM NUMBER
September 7, 2021	10.

TO: Mayor Benetti and City Councilors

FROM: Jennifer Wirsing, City Engineer/PW-CD Deputy Director

THROUGH: Jim Hossley, Public Works and Community Development Director

ISSUE: Consideration of Entering Into Grant Agreements to Replace Floating Docks at Empire and Eastside Boat Ramps

SUMMARY:

The City received a grant from Oregon Department of Fish and Wildlife for \$203,250 and a grant from the Oregon State Marine Board for \$67,750 for the replacement of dock floats at the Empire and Eastside Boat Ramps. Staff is recommending entering into these agreements and bidding the project this fall.

ACTION REQUESTED:

If it pleases Council, enter into the grant agreement from the Oregon Department of Fish and Wildlife for \$203,250 and a grant agreement from the Oregon State Marine Board for \$67,750 for a total of \$271,000 to replace dock floats at the Empire and Eastside Boat Ramps.

BACKGROUND:

The Empire and Eastside Boat Ramps are both in need of replacement of dock floats. At the February 16, 2021, Council approved Resolution 21-05 authorizing submittal of a grant application to the Oregon State Marine Board (OSMB) to fund these dock replacements. As a result of the application, two grant funding sources were provided: \$203,250 from Oregon Department of Fish and Wildlife (ODF&W) and \$67,750 from the OSMB. In addition, OSMB has also prepared plans and technical specifications and regulatory permits/approvals have been obtained.

In the OSMB grant there is a Project Timeline (Exhibit A). The timeline had a completion date of January 2022. However, based on coordination with OSMB, this timeline can be extended. Due to delays in materials, the unstable bidding market, and the lack of availability of aluminum OSMB recommended the city bid this project in the Fall. It is anticipated that once bid is awarded, it will take 6 months for the materials to be onsite. OSMB is in approval of this updated schedule and once the agreement is signed, they will provide an amendment that will

change this Project Timeline. Staff is recommending entering into these two agreements and bidding this project in fall 2021.

BUDGET IMPLICATIONS:

Staff sees no budget implications.

ATTACHMENT(S):

- ▣ OSMB Grant Agreement
- ▣ ODF&W Grant Agreement

BOATING FACILITY GRANT INTERGOVERNMENTAL AGREEMENT AGREEMENT NO. 1680

This Agreement is between the State of Oregon acting by and through its State Marine Board ("OSMB") and City of Coos Bay ("Recipient"), each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110. OSMB is authorized to provide grants for boating facility projects under ORS 830.150 and OSMB has sufficient facility grant funds available within its current biennial budget and has authorized expenditure on the Recipient's Project as defined below, and the Recipient agrees to comply with Boating Facility Grant Program rules in OAR 250-014 and other OSMB adopted policies and procedures.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the development of recreational boating facilities at *Eastside and Empire Boat Ramps, replacement of boarding docks* hereinafter called the "Project," as described in the Recipient's Facility Grant Application *FG#1680* and Staff Report to OSMB. With this reference, the Facility Grant Application and Staff Report are made part of this Agreement. If a conflict exists between the Facility Grant Application, Staff Report and this Agreement, the Agreement will govern.

SECTION 3: EFFECTIVE DATE AND DURATION

- 3.1 Term.** This Agreement is effective on the date of the last signature and terminates on the date 20 years after the date of Project completion or the date of final payment issuance, whichever is later, unless terminated earlier in accordance with Section 16.
- 3.2 Project Completion.** The Project shall be completed, and final billing for the Project shall be submitted to OSMB, on or before June 30, 2022. Unless approved in writing, OSMB shall not be obligated to disburse any payments after this date.

SECTION 4: AUTHORIZED REPRESENTATIVES

- 4.1** OSMB's Authorized Representative is:
Janine Belleque, Boating Facilities Program Manager
PO Box 14145, Salem OR 97309 435 Commercial Street NE Suite #400, Salem Oregon
(503) 378-2628 Office, Janine.Belleque@oregon.gov
- 4.2** Recipient's Authorized Representative is:
Jim Hossley, Public Works & Development Director
500 Central Ave, Coos Bay, OR 97420
541-269-1181 x2250 Office, jhossley@coosbay.org
- 4.3** A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

- 5.1 Responsibilities of Recipient:**

- 5.1.1 Project Timeline.** The Recipient is responsible for maintaining the project timeline for all dates and activities outlined as the Recipient's responsibility as identified in Attachment "A".
- 5.1.2 Matching Cash Funds.** The Recipient shall contribute the total sum of \$0.00 in cash and procure \$203,250.00 from Oregon Department Fish and Wildlife, Sport Fish Restoration Fund as described in the Staff Report.
- 5.1.3 Matching Non-cash Resources.** The Recipient shall contribute the total sum of \$134,535.08 pre-agreement match \$12,000.00 administrative match and \$3,239.00 force account labor, materials and/or equipment. These are non-reimbursable items.
- 5.1.4 Construction.** The Recipient shall award, and monitor the contractor's performance under the construction contract or construction consultant contract in such a manner as to insure compliance with Project plans and specifications. The Recipient must notify OSMB immediately of any proposed change in Project design, cost modifications, proposed change orders or modification of scope. The Recipient shall be responsible for all costs associated with unauthorized changes or modifications unless otherwise specifically agreed to in writing by OSMB.
- 5.1.5 Commercial and Other Uses.**
- a. For purposes of this Section 5, Commercial Use means any activity on or affecting the Project that was not described in the Facility Grant Application or Staff Report, or not approved pursuant to OSMB Policy 93-06 or 93-02, where the Recipient:
 1. has financial profit as a goal,
 2. charges any fees or receives any benefit to provide services, supplies or goods, or
 3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.
 - b. Commercial Use is prohibited.
 - c. Recipient must have the capability to make an ordinance, rule, or other regulation to the effect that the Projects are for the benefit of recreational boaters, including, but not limited to prohibiting single cars from parking in boat trailer parking spots. If, in the sole discretion of OSMB, the use by non-recreational boaters such as swimmers, fishermen, divers, crabbers impact recreational boating uses or diminishes the useful life of the Project, then the Recipient must establish and enforce its ordinance, rule, or other regulation.
 - d. If Project funded a pumpout or dump station in a marina or short term tie-up dock, the Recipient must include language in its moorage agreement requiring use of the pumpout and/or dump station if a boat has a holding tank or marine toilet.
 - e. Recipient must restrict use of the Project to only boats that comply with ORS 830.770 and 830.775.

- 5.1.6 Project Sign.** The Recipient shall post in a conspicuous location at the site a sign identifying OSMB's participation in the Project. The sign will be maintained during the term of the Agreement.
- 5.1.7 Publications and Advertising.** The Recipient shall include the following statement if publishing any report, news release or publication regarding the project: *"Partial funding was provided by the Oregon State Marine Board Boating Facility Grant Program, investing fees and taxes paid by motorized boaters for boating facility improvements."*
- 5.1.8 Public Access to Project.** During the term of this Agreement the Recipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.
- 5.1.9 User Fees.** Recipient shall notify and request written approval from OSMB of any user fees charged to recreational boaters for the use of the improvements described herein throughout the term of this Agreement. Fees charged shall be reasonable and are subject to review and approval by OSMB. If user fees are charged for the use of the completed Project, the Recipient shall maintain sufficient records and accounting procedures that demonstrate all of the gross income from the fees is used to defray direct operational costs (for example, maintenance and repair costs) for the Project. User fees may affect Maintenance Assistance Program, as described in OAR 250-014-0040 eligibility on publicly owned and operated Projects.
- 5.1.10 Maintenance.** The Recipient shall at all times be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Recipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to Section 5.1.13, Indemnification by Subcontractors.
- 5.1.11 Payments.** Recipient agrees to:
- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
 - b. All employers, including Recipient that employ subject workers as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
 - c. Not permit any lien or claim to be filed or prosecuted against OSMB, due to any construction or maintenance activities at the Project.
- 5.1.12 Alternative Dispute Resolution.** The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

5.1.13 Indemnification by Subcontractors. The Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

5.1.14 Boating Facility Operation. The Parties have entered into other grant agreement(s) *1287, 1468, 1567 Eastside Boat Ramp and 1054, 1235, 1288, 1334, 1367, 1415-02, 1567 Empire Boat Ramp* which provide for the Recipient to operate boating facilities, including but not limited to, [restrooms, boat trailer parking, docks, boat ramps]. The Recipient shall continue to operate those boating facilities for the duration of this Agreement, even if the terms of the other grant agreement(s) have expired.

5.2 Responsibility of OSMB:

5.2.1 OSMB shall pay Recipient as described in Sections 6 and 7.

SECTION 6: CONDITIONS TO DISBURSEMENT

6.1 Conditions Precedent to Any Reimbursement. OSMB shall not be obligated to disburse any of the grant funds to reimburse the Recipient for Project costs hereunder unless OSMB has received from the Recipient:

- a. Prior to Project solicitation or construction, the final architectural and engineering plans, specifications, and cost estimate(s), statement of work, request for proposals or other documentation for the Project, documents must be in form and substance satisfactory to OSMB;
- b. Prior to Project construction a copy of all required, federal, state and local permits or approvals for the Project; and
- c. A copy of the contractor's, vendor's, supplier's bid pricing, unless the Recipient is completing the Project; and
- d. Reimbursement Requests must be submitted on the approved OSMB Boating Facility Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 5 and Section 7.

6.2 Conditions Precedent to Partial Progress Payment(s). OSMB shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed and approved by OSMB. In no event shall OSMB disburse more than ninety percent (90%) of the amount indicated in Section 7.1. as progress payments.

6.3 Conditions Precedent to Final Payment. OSMB shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by OSMB, has been received reviewed and approved by OSMB; and
- b. Recipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting OSMB with funding the Project; and
- c. Inspection and approval of the Project by OSMB.

SECTION 7: COMPENSATION AND PAYMENT TERMS

7.1 Grant Funds. Upon approval by its governing body, OSMB shall provide grant funds in the amount of *\$67,750.00 Boating Facility Grant* funds to the Recipient to fund the Project. OSMB shall not provide to the Recipient, and the Recipient shall not use any funds described in this section for administrative or for accounting costs whether or not related to this Agreement.

7.2 Payments. After the Recipient awards the contract for the Project, and activities commence, OSMB shall, upon receipt of the Recipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to OSMB, disburse funds to the Recipient in accordance with Section 6 "CONDITIONS TO DISBURSEMENT".

7.3 Overpayment. In the event that the aggregate amount of OSMB's interim progress payments to the Recipient exceeds the allowable reimbursable costs of the Recipient for the Project, the Recipient agrees to refund to OSMB the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Recipient or the Project Completion Date, whichever is earlier.

7.4 Disallowed Costs. The Recipient agrees that payment(s) made by OSMB under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by OSMB not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Recipient shall pay OSMB the amount of such excess within 30 days after written notice of disallowed costs is provided by OSMB.

7.5 Cost Savings. Any cost savings realized on the Project shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 7.1."GRANT FUNDS" and Section 5.1 "RESPONSIBILITIES OF RECIPIENT."

SECTION 8: REPRESENTATIONS AND WARRANTIES

Recipient represents and warrants to OSMB that:

- 8.1** Recipient is a city, duly organized and validly existing. Recipient has the power and authority to enter into and perform this Agreement;
- 8.2** The making and performance by Recipient of this Agreement (a) have been duly authorized by Recipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under

any other agreement or instrument to which Recipient is party or by which Recipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement, other than those that have already been obtained;

- 8.3** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient enforceable in accordance with its terms;
- 8.4** Recipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Recipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 8.5** Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Recipient.

SECTION 9: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between OSMB or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. RECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 10: OWNERSHIP OF WORK PRODUCT

- 10.1** As used in this Section 10 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- 10.1.1 Project Ownership.** OSMB acknowledges and agrees that the Project is the exclusive property of the Recipient. OSMB is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

SECTION 11: NO DUPLICATE PAYMENT

The Recipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon, including, but not limited to, the Oregon Department of Fish and Wildlife, or the United States of America or any other party.

SECTION 12: CONTRIBUTION

- 12.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this Section 12 with respect to the Third Party Claim.
- 12.2** With respect to a Third Party Claim for which OSMB is jointly liable with Recipient (or would be if joined in the Third Party Claim), OSMB shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of OSMB on the one hand and of Recipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSMB on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSMB’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.
- 12.3** With respect to a Third Party Claim for which Recipient is jointly liable with OSMB (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSMB in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of OSMB on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of OSMB on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 13: REMEDIES

- 13.1** In the event Recipient is in default under Section 16.3, OSMB may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Recipient has failed to deliver within

any scheduled completion dates or has performed inadequately or defectively, (c) requiring Recipient to perform, at Recipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 (in addition to the remedies provided in Section 7.3) of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

- 13.2** In the event OSMB is in default under Section 16.3 and whether or not Recipient elects to exercise its right to terminate this Agreement under Section 16, or in the event OSMB terminates this Agreement under Sections 16.1, 16.2, or 16.3, Recipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by OSMB, for work completed and accepted by OSMB within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims OSMB has against Recipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by OSMB, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that OSMB has against Recipient. In no event will OSMB be liable to Recipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Recipient exceed the amount due to Recipient under this Section 13.2, Recipient shall promptly pay any excess to OSMB.

SECTION 14: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in Section 7.4, if payments to Recipient under this Agreement, or any other agreement between OSMB and Recipient, exceed the amount to which Recipient is entitled, OSMB may, after notifying Recipient in writing, withhold from payments due Recipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 12, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

- 16.1 Termination for Convenience.** The Recipient may terminate this Agreement at any time upon thirty (30) days prior written notice to OSMB; provided, however, that the Recipient shall, within thirty (30) days of such termination, reimburse OSMB for all funds contributed by OSMB to the Project; provided further that until the Recipient has fully reimbursed OSMB for such funds, the Recipient shall comply with the terms hereof. Delinquent payments shall

bear interest at the rate of nine percent (0.9%) per annum, as authorized by ORS82.010 or, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days OSMB will turn any delinquent debt over to the Department of Revenue for collection per ORS293.231.

16.2 Termination Because of Non-Appropriation or Project Ineligibility. OSMB, as provided in Section 27 "FORCE MAJEURE," may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Recipient, may modify or terminate this Agreement if:

- a. OSMB fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds as described in ORS 830.150.
- b. In the event insufficient funds are appropriated for the payments under this Agreement and the Recipient has no other lawfully available funds, then the Recipient may terminate this Agreement at the end of its current fiscal year, with no further liability to OSMB. The Recipient shall deliver written notice to OSMB of such termination no later than 30 days from the determination by the Recipient of the event of non-appropriation. OSMB shall pay for all authorized Project costs expended up to the date of written notice of termination.

16.3 Termination for Default. OSMB, at any time upon 30 days prior written notice of default to the Recipient, may modify or terminate this Agreement if:

- a. The design, permitting, or construction of the Project is not pursued with due diligence; or
- b. The Recipient's fee simple title to or other interest in the construction sites or Project is not sufficient, legal and valid; or
- c. The construction of the Project is not permissible under federal, state, or local law; or
- d. The Recipient, does not abide by the nondiscrimination and affirmative action provisions of this Agreement; or
- e. The Recipient, without the prior written approval of OSMB, uses the funds provided by OSMB hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by OSMB; or
- f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or
- g. During the term of this Agreement, the Recipient fails to perform any obligation or requirement of this Agreement, including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or

other activities to impact a recreational boaters ability to use the Project or coveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.

h. The Recipient defaults under any other agreement between the Parties.

16.4 Rights and Remedies. The Recipient shall, within 30 days of its receipt of a notice of default, cure the default or, if the default cannot be cured within 30 days reimburse OSMB for all funds contributed by OSMB to the Project. Further, OSMB shall have any and all rights and remedies available at law or in equity.

SECTION 17: NONAPPROPRIATION

OSMB's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OSMB receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OSMB, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OSMB.

SECTION 18: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 19: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 19. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 20: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 9, 10, 12, 14, 15 and 20 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 21: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be

construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 22: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 23: COMPLIANCE WITH LAW

23.1 Compliance with Law Generally. Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Recipient and the Agreement. **Oregon False Claims Act.** Recipient acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Recipient pertaining to this Agreement, including the procurement process relating to this Agreement that constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Agreement, Recipient certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement. In addition to other penalties that may be applicable, Recipient further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Recipient. Recipient understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State or OSMB under this Contract or any other provision of law.

23.2 Tax Compliance. As set forth on Exhibit B, Recipient has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Recipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 23.2 constitutes a material breach of this Agreement. Further, any failure to comply with Recipient's certifications set forth in Exhibit B also shall constitute a material breach of this Agreement. Any failure to comply shall entitle OSMB to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

23.2.1 Termination of this Agreement, in whole or in part;

23.2.2 Offsetting against any amount owed to Recipient, and withholding of amounts otherwise due and owing to Recipient, in an amount equal to State's setoff right,

without penalty; and

- 23.2.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. OSMB may recover any and all damages suffered as the result of Recipient's breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

In addition, this Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Recipient's compensation under this Agreement or (ii) exercising a right of setoff against Recipient's compensation under this Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

These remedies are cumulative to the extent the remedies are not inconsistent, and OSMB may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 24: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 25: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall be admitted to any share or part of this Agreement or derive any financial benefit that may arise therefrom.

SECTION 26: INTENDED BENEFICIARIES

OSMB and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OSMB may terminate this Agreement upon written notice to Recipient after reasonably determining that the failure or delay will likely prevent successful

performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSIONS IN INTEREST

Recipient may not assign or transfer its interest in this Agreement without the prior written consent of OSMB and any attempt by Recipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OSMB's consent to Recipient's assignment or transfer of its interest in this Agreement will not relieve Recipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 29: SUBCONTRACTS

Recipient shall not, without OSMB's prior written consent, enter into any subcontracts for any of the work required of Recipient under this Agreement. OSMB's consent to any subcontract will not relieve Recipient of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Recipient's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that OSMB and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Recipient shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 34: ADDITIONAL REQUIREMENTS

Recipient shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, the Facility Grant Application, Recipient Staff Report, attached Exhibit A (the Project Timeline), Exhibit B (Certificate of Tax Compliance), and Exhibit C (Additional Requirements).

SECTION 36: ATTORNEY FEES

In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

SECTION 37: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its State Marine Board.

Larry Warren, Director

Date

City of Coos Bay

Signature

Date

Name:

Title:

Approved for Legal Sufficiency in accordance with ORS 291.047

Approval Authorized by Letter
Steven Marlowe, Assistant Attorney General

August 2, 2017
Date

EXHIBIT A

PROJECT TIMELINE

Responsibility	Date	Description
Recipient	August 2021	Solicit for boarding dock fabricators.
Recipient	August-September 2021	Provide OSMB with a copy of bid document, bid results and awarded contract
OSMB	Ongoing	Provide assistance to Recipient throughout process
Recipient	January 2022	Docks delivered and installed
OSMB	February-March 2022	Issue final reimbursement, close the grant and term of the grant begins.

EXHIBIT B

CERTIFICATION OF TAX COMPLIANCE

The individual signing on behalf of Recipient hereby certifies and swears under penalty of perjury to the best of the individual's knowledge that:

1. The number shown on this form is Recipient's correct taxpayer identification;

Federal Tax Number _____

Oregon Tax Number _____

Organizational DUNS _____

2. Recipient is not subject to backup withholding because:

(i) Recipient is exempt from backup withholding,

(ii) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends, or

(iii) the IRS has notified Recipient that Recipient is no longer subject to backup withholding.

3. S/he is authorized to act on behalf of Recipient; s/he has authority and knowledge regarding Recipient's payment of taxes,

4. For a period of no fewer than six calendar years preceding the Effective Date of this Contract, Recipient faithfully has complied with:

(i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;

(ii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, to Recipient's property, operations, receipts, or income, or to Recipient's performance of or compensation for any work performed by Recipient;

(iii) Any tax provisions imposed by a political subdivision of this state that applied to Recipient, or to goods, services, or property, whether tangible or intangible, provided by Recipient; and

(iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Recipient Signature _____ Date _____

EXHIBIT C

ADDITIONAL REQUIREMENTS

1. The Recipient will post advanced notice a minimum of two weeks prior to facility closure or partial closure during removal and installation of the docks on site. Additionally, the Recipient will complete outreach to users through resources such as local media, social media, websites, ODFW District, and angling and boating organizations,
2. OSMB will post notice of facility closure on website, online boating map and through social media.
3. Dock disposal does not allow for the sale, donation or reuse of the docks to another party. The docks were constructed using pressure treated wood which is typically not permitted for placement in the waterway or below the jurisdictional high-water line. As part of OSMB stewardship efforts, we do not want the material reentering the waterway associated with any OSMB projects or the inadvertent transport or waterway contamination of aquatic invasive species. Docks must be disposed of in an approved upland facility.



**SUB-RECIPIENT
GRANT AGREEMENT**
between
OREGON DEPARTMENT OF FISH AND WILDLIFE
and
City of Coos Bay
for
Empire and Eastside Boat Ramp Floating Dock Replacement, 2021-2022

RECIPIENT TYPE: Local Government

This Grant Agreement is entered into by and between the State of Oregon acting by and through its **Department of Fish and Wildlife** (hereinafter referred to as ODFW), to **City of Coos Bay** (hereinafter referred to as Recipient), both herein referred to individually or collectively as “Party” or “Parties.” By signing this grant agreement and accepting grant funds, the Recipient, or a duly authorized representative of the Recipient, makes the representations and agrees to the obligations and conditions set forth below.

I. PURPOSE AND AUTHORITY

- A.** ODFW is the recipient of a grant from:
United States Department of the Interior, Fish and Wildlife Service
Federal Funding Agency (abbreviation): **USFWS**
CFDA: **15.605- Sport Fish Restoration**
Federal Grant Number (FAIN): **F21AF01361-00**
Federal Grant Name: **OR - Empire and Eastside Boat Ramp Floating Dock Replacement, 2021-2022**
Date of Federal Award: **May 14, 2021**
Total amount of Federal Grant Award: **\$203,250.00**
- B.** ODFW enters this sub-recipient grant agreement under this award to reimburse Recipient for expenses not to exceed **\$203,250.00** of implementing a project where sub-recipient is carrying out the purpose of the federal award pursuant to its authority contained in ORS 496.525.
- C.** Recipient is charging **0%** of indirect rate applied to direct personnel costs including fringe benefits under this Agreement.
- D.** Research and Development Project [§200.87](#) Yes ☐ No ☒

II. TERM OF AGREEMENT

This agreement takes effect on the date of last signature below and unless terminated or extended, this grant agreement expires on **June 30, 2022**. Except for Pre-Award Costs that were approved by USFWS Award #F21AF01361-00, and outlined in Exhibit A, ODFW will make no payment for any services performed or expenses incurred before the beginning date or after the expiration date of the period of performance: **July 1, 2021 thru June 30, 2022.**

Additionally, after term of agreement, City of Coos Bay agrees to maintain and operate the improvements funded by this project and made under this grant for the duration of their useful life (expected to be 15 years for decking, floating docks have lifetime warranty).

III. AGREEMENT DOCUMENTS

This agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits,
Exhibit A (Project Description and Budget),
Exhibit B (Eastside Empire Conceptual Budget),
Exhibit C (Eastside Empire Plans),

Exhibit D (Eastside Empire ODFW Archaeological Inadvertent Discovery Plan (IDP)),
Exhibit E (Federal Compliance Terms),
Exhibit F (Insurance Requirements for First-Tier Contractors under Agreement),
Exhibit G (Administrative Summary),
Exhibit H (FFATA Data Collection Form), and
Exhibit I (ODFW Debarment and Suspension Certification Form) attached hereto and by this referenced made a part hereof.

IV. RECIPIENT'S OBLIGATIONS

A. Implement Project. The Recipient will

1. implement the project, as defined in Exhibit A and C, and
2. request a formal amendment to the project if needed. Certain changes to the Project may only be made via formal amendment to this Agreement, as identified in section IV. H. Any prior approvals are to be sought from ODFW and not from the Federal Funding Agency.

B. Maintain Project. The Recipient is responsible for the term of this agreement to maintain the public boating access facility that results from the implementation of the project (Facility). If Recipient fails to maintain the Facility, Recipient agrees to relinquish its interest in the Facility to ODFW via appropriate legal instrument.

C. Ensure the Public Boating Access Facility is used for its authorized purpose. The Recipient is responsible for the term of this agreement and useful life of project components funded under this award to ensure that the Facility is used as a public boating access facility. If Recipient fails to maintain this use, then Recipient agrees to relinquish its interest in the Facility to ODFW via appropriate legal instrument.

D. Match. Recipient must document match from OSMB Grant #1671 for \$67,750 to ODFW. Recipient must document any cash and in-kind contributions Recipient makes to the Project and retain such documentation. A summary of the match contributed for the period and the cumulative match amount must be included in Recipient's reimbursement requests.

1. Match costs may include (1) allowable costs incurred by ODFW, the Recipient, or cost-type contractors under this agreement where the costs are funded by non-Federal grants or by others' cash donations from non-Federal third parties and are not counted as match of another federal grant agreement or (2) third party in-kind contributions received during the period of performance of this Agreement.

E. Performance and Financial Reporting

1. Reports are due according to the following schedule:

a. Project Report:

Final Financial and Performance Report Due (for work done 07/01/2021 – 06/30/2022):	July 30, 2022
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1. Since this is a jointly funded ODFW/OSMB project, you can submit final report and payment info to OSMB who will give to ODFW project manager after OSMB review to consolidate payment and reporting paperwork.
2. The Final Project Report must include:
 - a. Status of Objectives (from Project Description Exhibit A) (a comparison of actual accomplishments to the objectives established for the period);
 - b. Description of work completed and methods used in completing the work;
 - c. Explanation of why objectives or portions of objectives were not completed. If the work could not be performed within the period specified, provide a statement of the problem, the actions to be taken to resolve the problem, and when it is anticipated that the objectives will be completed;
 - d. Summary of expenditures and match to date;
 - e. Explanation of why expenditures differ from original Project budget;

- f. Any additional information that would be helpful in evaluating the strengths and weaknesses of the Project methods, materials or assumptions based on expectations of results.

F. Grant Reimbursement Requests

1. **Basis of Payment.** This is a reimbursable grant program. Recipient must complete or make progress on the Project before grant funds will be disbursed. Recipient must submit the final request for reimbursement to ODFW within thirty (30) calendar days of termination of this Agreement and is due no later than July 30, 2022.
2. **Request for Reimbursement.**
 - a. Recipient may request disbursement of the grant funds for up to a six month period, but no more than once per month.
 - b. To request reimbursement, fill out joint OSMB/ODFW payment form provided under **OSMB Grant #1671**. Recipient must submit a signed a request for reimbursement showing current and cumulative costs by budget category (i.e. Salaries, Fringe Benefits (OPE), Travel, non-expendable equipment (greater than \$5,000 per item), Supplies (less than \$5,000 per item), Contract Services, Construction, and Indirect Costs, if contained in the budget depicted in Exhibit A) and the total of current and cumulative match. Make sure to include an invoice slip from your entity requesting the amount due with OSMB/ODFW form.
 - c. This request for reimbursement must include the following (or a substantially similar) certification: “By signing this request for reimbursement, I certify to the best of my knowledge and belief that the information is correct, that all expenditures were made in accordance with the award conditions, and that the amount due, indicated for the current period, has not been previously requested.”

G. Give credit and seek approval before publishing publicity, news releases, and reports.

Recipient shall include the following statement if publishing any report, news release or publication regarding this project:

Partial funding for this project was through Oregon Department of Fish and Wildlife’s Sport Fish Restoration Grant Program in cooperation with the USFWS, under Federal Award number **F21AF01361-00**.

- H. Unauthorized use of grant funds.** Recipient will only be reimbursed for allowable costs of the recipient necessary for implementing the project, including allowable costs in the form of payments to cost-type contractors, under the terms of this agreement including all its Exhibits.
- I. Dual Payment.** The Recipient may not be compensated for or receive any other form of dual payment for the costs reimbursed by ODFW for the project described in Exhibit A from any agency of the State of Oregon, the United States of America, or any other party.
- J. Obtain Written Amendment prior to making changes.** No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both ODFW and Recipient. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
 1. **When Amendment Needed.** Recipient must request an amendment to this agreement prior to any of the following changes:
 - a. If recipient needs additional funding to complete the project (as identified in Exhibit A);
 - b. If the federal award received by ODFW is more than \$100,000, when the recipient determines that the budgeted amount within any budget category is going to change by an amount that exceeds 10% of the total federal grant funds.
 - c. If recipient revises the scope or objectives of the project (as identified in Exhibit A);
 - d. If Recipient needs additional time to complete the project beyond the Term of Agreement or Period of Performance identified in Section II of this Agreement;
 - e. If Recipient changes key persons in cases where specific persons are identified in Exhibit A of this agreement;

- f. If the Recipient intends to purchase equipment with a per unit value of \$5,000 or more, and the costs have not been identified in Exhibit A;
- g. If the Recipient wants to subgrant or contract out services to a third party to perform activities which are central to the purpose of the work to be performed under this Agreement, where not already identified in Exhibit A.

2. Amendment Process.

- a. Any and all requests to ODFW for Amendment(s) to this agreement must:
 - i. be in writing addressed to ODFW's Project Manager;
 - ii. be made to ODFW as early as possible because these types of changes may require prior approval of USFWS before the change can be implemented;
 - iii. be made to ODFW at least 60 days prior to the expiration of the agreement; and
 - iv. state the reasons for the need to amend the agreement.
- b. Upon receipt of any request for amendment to this Agreement, ODFW will review the request and
 - i. If in agreement with the request, and if necessary seek approval from USFWS promptly, and inform Recipient of USFWS's decision, including the date of USFWS approval, as soon as possible.
 - ii. If an amendment is approved, prepare a written amendment for signature by ODFW and Recipient.
 - iii. If an amendment is denied, submit a written notice to Recipient that the Amendment request is denied.

K. Maintain Records. Recipient shall create and maintain fiscal records in accordance with generally accepted accounting principles and in sufficient detail to permit ODFW, the Oregon Secretary of State's Office, the federal awarding agency and their authorized representatives to verify how grant funds were used.

- 1. Expenditures. All grant revenues and expenditures shall be documented in such a way as to readily identify and distinguish revenue and expenditures specific to this agreement from other federal and non-federal funding sources.
- 2. Funds Received. Recipient shall assume liability for all funds received pursuant to this agreement and shall assume responsibility for repayment to ODFW of any expenditures not authorized by this agreement.
- 3. Recipient shall retain all records (whether in electronic or hard copy form) created or maintained pertinent to this agreement (fiscal, program, and administrative) for a period of at least six (6) years from the date Recipient submits its project completion report.
- 4. Records related to any real property or equipment purchased under this Agreement shall be maintained for a period of six years starting from the date of disposition, replacement or transfer of the real property or equipment.

L. Provide access to records. Recipient will provide access to ODFW, Federal Awarding Agency, the Comptroller General of the United States, the Secretary of State's Office of the State of Oregon and their duly authorized representatives to the books, documents, papers and records (whether in electronic or hard copy form) of Recipient that are directly related to this agreement, the Project or the Grant Funds provided hereunder, for the purpose of monitoring compliance with this agreement, making audits, examinations, excerpts, and transcripts.

M. Audits. Subrecipient is responsible to comply with requirements and standards under [§200.501](#) Audit requirements.

N. Closeout. (See [§200.343](#)) ODFW will close-out this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Recipient. Recipient must:

1. Submit no later than 30 calendar days after the end date of the period of performance, all financial, performance and other reports as required by the terms and conditions of this Agreement.
2. Liquidate all obligations incurred under this Agreement within 30 days after the end date of this Agreement.
3. Make prompt payments to its subcontractors, if any, for allowable costs under this Agreement.
4. Must promptly refund any balances of unobligated cash that ODFW paid in advance or paid and that are not authorized to be retained by the Recipient for use in other projects.
5. Must make a settlement for any upward or downward adjustments to the award share costs after closeout reports are received.
6. Must account for any real and personal property, if any, acquired from this Agreement.
7. Complete all closeout actions no later than one year after closeout actions no later than one year after receipt and acceptance of all required final reports.

V. ODFW'S OBLIGATION

Provide funds. ODFW agrees to pay the Recipient the total sum not to exceed **\$203,250.00** (“Grant Funds”) to reimburse Recipient for the allowable costs of implementing project as described in Exhibit A upon the following conditions:

1. ODFW has received sufficient funding, appropriations and expenditure authorizations to allow ODFW, in the exercise of its reasonable administrative discretion, to make the disbursement.
2. ODFW will pay Recipient no later than thirty calendar days (30) days following receipt and approval of Recipient's request for reimbursement.
3. ODFW will not pay for any project work performed before the beginning date or after the expiration date of the period of performance identified in Section II.
4. ODFW is not obligated to pay the Recipient if the Final Project Report and/or the Final Grant Reimbursement Request Form are delivered to ODFW more than thirty calendar days (30) days after the expiration of this Agreement.
5. ODFW can pay Recipient an approved federally recognized indirect cost rate negotiated between the Recipient and the federal government, or if no such rate exists, a de minimis indirect cost rate as defined in §200.414 Indirect (F&A) costs, paragraph (b).

VI. STANDARD CONDITIONS

- A. Notice.** All notices required or allowed to be given by this Agreement shall be by first-class mail, facsimile, or e-mail and addressed to the Administrative and Project Manager contact of each organization as listed in Exhibit G.
- B. Circumstances outside of Parties' Control.** Neither ODFW nor the Recipient will be held responsible for delay or failure to perform when such act or delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against.
- C. Contribution**
 1. **Liability of One Party.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
 2. **Joint Liability.** With respect to a Third Party Claim for which the Parties are jointly liable, each Party shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Party in such proportion as is

appropriate to reflect the Parties' relative fault. The Parties' relative fault shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each Party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that Party had sole liability in the proceeding.

D. Indemnification by Subcontractors. Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful actions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

E. Dispute Resolution and Consent to Jurisdiction.

1. If a dispute should arise out of this Agreement, the Parties may attempt in good faith to resolve the dispute short of litigation. This may be done through communication between the Parties at any management level, including at a level higher than persons directly responsible for administration of the Agreement or the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration), or both.
2. However, if a dispute is not resolved short of litigation, the Parties agree that any claim, suit or action between the Parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the jurisdiction of the Circuit Court of Marion County in the State of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue and waives any claim that such forum is an inconvenient forum.

F. Termination and Default

1. FOR CONVENIENCE

- a. **Termination by Recipient.** The Recipient may terminate this agreement at any time upon thirty (30) days prior written notice to ODFW setting forth the reasons for such termination, and the effective date, delivered by certified mail or in person to ODFW's Project Manager as listed in Exhibit G.
- b. **Termination by Mutual Consent.** ODFW may terminate this agreement with the consent of Recipient in which case ODFW and Recipient shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated.
- c. **Termination by ODFW.** If the Federal Funding Agency's funding support for this project is terminated, suspended or discontinued, ODFW will immediately notify Recipient to stop all work and may terminate this agreement.

2. FOR CAUSE (DEFAULT)

- a. **Event of default.** A Party will be in default under this Agreement if:
 - i. the Party commits any material breach or default of any covenant, warranty, obligation or other provision under this Agreement or fails to perform under this Agreement within the applicable time specified under this Agreement; and
 - ii. such breach, default or failure is not cured within **30** days after the other Party's notice.

- b. **Remedies.** In the event a Party is in default under this Section, the other Party may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, without limitation:
- i. Withhold all monies due under the Agreement;
 - ii. Exercise a setoff against any amounts due under this Agreement;
 - iii. Wholly or partly suspend or terminate this Agreement;
 - iv. Institute the dispute resolution process as outlined in Section VI.D. of this Agreement; and
 - v. Take other remedies that may be legally available.

These remedies are cumulative to the extent the remedies are not inconsistent, and the non-defaulting Party may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

3. **Recipient's Obligation upon submittal or receipt of notice of termination.**

- a. Within 30 days of submittal or receipt of a notice of termination of this agreement, the Recipient must, submit a final project report for work completed prior to termination.
- b. In the event that Recipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating ODFW's grant or causes or requires ODFW to return funds to the Federal Funding Agency, Recipient will return to ODFW an amount equal to the funds which ODFW is not reimbursed for or is required to return to Federal Funding Agency.

4. **ODFW's Obligations upon termination.** Upon termination of this Agreement and receipt of Recipient's final request for reimbursement, and subject to the limitations of this section, ODFW will reimburse Recipient for actual and allowable costs incurred under this Agreement prior to the termination date.

G. No Third Party Beneficiaries. ODFW and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

H. Non-appropriation. ODFW's obligation to pay any amounts, perform any activities or provide any items under this Agreement is conditioned upon ODFW receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODFW, in the exercise of its reasonable administrative discretion, to meet its obligations under the Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of ODFW.

I. Subgrants, Subcontracts and Assignment.

1. Recipient may not enter into any subgrant or subcontract, not already identified in Exhibit A, or assign or transfer any of its interest in this Agreement without ODFW's prior written consent. Subawards and subcontracts with known parties identified in Exhibit A are deemed to be approved.
2. Any subgrant entered into under this agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit E.
3. Any contract entered into under this agreement:
 - a. Shall be awarded in accordance with §200.317 to §200.326 Procurement Standards.
 - b. Shall contain the applicable terms and conditions of Exhibit E, "Federal Compliance Terms."
 - c. If the contract is not to a unit of local government as defined in ORS 190.003, the contract shall require the contractor to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses, ore expenses arising from a tort (as now or hereafter defined in in

ORS 30.260), caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees, or subcontractors of the contractor ("claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

4. Recipient shall requires its first tier contractor(s) (i.e. a contractor with which the Recipient directly enters a contract) that are not units of local governments as defined in ORS 190.003, if any, to (i) obtain insurance specified under Exhibit F of this Agreement, (ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODFW. Recipient shall not authorized contractors to begin work under the contract until the insurance is in full force. Thereafter, the Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the contracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce compliance. In no event shall recipients permit a contractor to work under a contract when the Recipient is aware that the contractor is not in compliance with the insurance requirements.

J. Compliance with Applicable Law. Recipient agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Recipient's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time and as identified in Exhibit E.

K. Integration. This agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision.

L. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement binding on CONTRACTOR and ODFW, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

The Recipient, by signature of its authorized official, hereby acknowledges that he/she has read this Agreement, understands it, agrees to be bound by its terms and conditions (including all references to other documents) and is authorized by the authorized official to execute this Agreement on the authorized official's behalf. Failure to comply with this Agreement and with applicable State and Federal rules and guidelines may result in the withholding of reimbursement, the termination or suspension of the Agreement, denial of future grants, and damages to ODFW.

STATE OF OREGON, by and through its
Department of Fish and Wildlife

By: _____
Erica Kleiner

Title: Deputy Director for Administration

Date: _____

RECIPIENT:
City of Coos Bay

By: _____
Name:

Title: _____

Date: _____

Federal Tax ID # _____

Federal DUNS # 93-6002141

EXHIBIT A

PROJECT DESCRIPTION AND BUDGET

Project Title/Grant Name: OR- Empire and Eastside Boat Ramp Floating Dock Replacement, 2021-2022

Project Start Date: 07/01/2021

Project End Date: 06/30/2022

USFWS Grant #: F21AF01361-00

Project Manager name, title, phone, email:

Name: Holly Huchko

Title: SFR Coordinator

Phone: 541-464-2185

Email: Holly.A.Huchko@odfw.oregon.gov

Project Description (abstract):

ODFW will use USFWS Sport Fish Restoration funds to sub grant to City of Coos Bay to replace boarding docks at Empire and Eastside boat ramps. This project has no ground disturbance. City of Coos Bay will handle all administration, fabrication, installation, and maintenance of the new docks and disposal of old docks.

Location of Work:

Empire Boat Ramp: 43.3929672241, -124.280250549: Newmark Avenue to Empire Blvd., right on Michigan Avenue and follow road to boat ramp.

Eastside Boat Ramp: 43.3641, -124.2053: Newport Avenue turns into 6th Avenue, left on D Street, and follow to boat ramp.

Need Statement:

The Empire Boat Ramp provides access to the bay which is a popular spot to launch and takeout. There are other ramps nearby, but the Empire ramp is free of charge to the public and it has restroom facilities, and a crabbing dock so is usually one of the busiest in the area. Over the years, the existing floats have worn, and the City's Parks Department has rebuilt the floats several times, and these older floats can no longer be rebuilt, which is why the City needs to replace the floats. The Eastside Boat Ramp is located in the Eastside district of Coos Bay and there are no other ramps within a 5 mile radius and is also heavily used for about 4 months between August and November. The facility has 8 floats that are in need of replacement to maintain safe recreational boating and fishing access to the public.

The City of Coos Bay "Park Master Plan" lists the replacement of the boating floats for both the Empire and Eastside Boat Ramps as a high priority in an effort to mitigate safety concerns with the current floats. The Statewide Comprehensive Outdoor Recreation Plan identifies within the County that outdoor trails and the connectivity of trails is one of the highest ranking needs for the Coos County area and both these boat ramp facilities have accessible public trails, which connect throughout the area. Users have already participated in public meetings and strongly support the needed float upgrades at these two facilities.

Purpose:

The purpose of this project is to maintain opportunities for sport fishing and recreational boating at Coos Bay by upgrading out of date floating docks at these two facilities.

Objectives:

Facilities/Areas: Construct, renovate or acquire 2 facilities by 6/30/2022.

TRACS Activity Tag 1: Recreational boating facilities (# of facilities) = 2 facilities

TRACS Activity Tag 2: Docks (# of slips and/or # of linear feet) = 14 docks

Approach:

The Eastside Boat Ramp was constructed in late 1990's and the property is currently owned by the International Port of Coos Bay. City of Coos Bay and the Port partnered entering into a 100-year lease for the development, operation and maintenance of the boat ramp for public access.

This project will replace a total of fourteen floating docks - six at the Empire Boat Ramp (north side of ramp) and eight at the Eastside Boat Ramp. City of Coos Bay already replaced eight docks at the south side of Empire boat ramp in fall 2020 which will be used as pre-award match to implement this project.

ODFW will pass thru USFWS Sport Fish Restoration Boating Access funds via this grant to City of Coos Bay via a sub-award agreement.

The City will perform all administration and project oversight including procurement. City staff will perform project inspections and maintain consistent communication with OSMB engineering staff during the entire project. The City applied for a 10-year maintenance permit through the US Army Corps of Engineers and DSL to allow staff to remove the floats for replacement and maintenance issues on an annual basis for both locations.

Expected Results and Benefits:

This grant will help to satisfy the current and anticipated future demand for recreational fishing and boating access at Coos Bay. The expected outcome of this project is to have safe access to boats as users either load or enter the water by boat. The City of Coos Bay has estimated during the heavy use period at Eastside (Aug-Nov), the site will receive 100-120 boat users each day. Average day use is estimated at 30/day for Empire boat ramp and 20/day at Eastside boat ramp. City staff believe there will be an increase in use because the replacement of the floats will allow more foot traffic and the traffic flow will also be greatly improved with the new floats as other users will not have to wait for boaters due to limited float space. Both facilities are open to the public from 5 a.m. to 10 p.m. seven (7) days a week.

Both boat ramp locations happen to be in low-income neighborhoods, thus both locations do not charge a fee to launch. The target audience includes local sports fisherman clubs, local fisherman, and the community as a whole. This grant will also benefit nearby, local economies as anglers and boaters are willing to travel considerable distances to enjoy these activities. Local economies will derive benefits from increased sales of gasoline, food, equipment, supplies, and lodging.

Timeline:

- 2020:
 - City of Coos Bay worked with Oregon State Marine Board staff to design floats for the south side of the Empire Boat Ramp because the City lost 4 of the 8 existing floats, which required the City to close the south side of the Empire Boat Ramp dock floats. Boaters and the community have participated in public meetings and strongly support the needed upgrades.
 - Permits obtained from the US Army Corps and DSL.
- 2021-2022:
 - Contract, fabricate, deliver, and install the new 14 replacement floating docks at Empire (north side) and Eastside Boat Ramps in Coos Bay.

Useful Life: The frame of the new floating docks has a lifetime warranty, but the decking may need replaced overtime (estimated 15 years).

Relationship with other grants: Technical assistance and planning from OSMB is provided to City of Coos Bay via ODFW Sport Fish Restoration Grant F19AF01203.

Endangered Species Act/NHPA Compliance:

- This project will not have ground disturbance- the docks will just be fabricated, delivered, replaced and installed via the existing boat ramp facilities.
- NWP-2020-212, USACE Section 408 letter 6/8/20 received that no permit is needed.
- Confederated Tribes of Coos, Lower Umpqua and Siuslaw (2/12/21), Coquille Indian Tribe (2/17/21), Coos County (2/17/21), Oregon State Parks, Egyptian Theatre (2/9/21) have written letters of support.

Conflict of Interest Statement:

ODFW, at the time of this application, is not aware of any actual or potential conflicts of interest that may arise during the life of this award which may affect the ODFW, its employees, or its sub recipients. Should an actual or potential conflict of interest arise during the period of performance, then ODFW will notify the WSFR Regional Office.

BUDGET NARRATIVE: –

See Conceptual Budget (Exhibit B) for breakdown by expense category.

Conceptual Budget:

Approved By
Jeffery W. Smith, P.E.
Senior Facilities Engineer
Oregon State Marine Board

Prepared By:
OSMB
Engineering
March 1, 2021

**ALUMINUM BOARDING DOCKS - FABRICATE & DELIVER
AT
EASTSIDE BOAT RAMP
FOR
CITY OF COOS BAY
CONCEPTUAL COST ESTIMATE**

Item	Quantity	Unit	Unit Cost	Total Cost
Aluminum Docks - Fabrication (6' x 20')	8	EA	16,500.00	132,000.00
Aluminum Docks - Delivery & Offloading	1	LS	5,000.00	5,000.00
Total				137,000.00

Note:

Estimated cost is total contract cost and includes contractor's profit and overhead.

- In-Kind Match – none
- Program Income – none
- Pre-award costs – City of Coos Bay is providing \$134,535.08 match from purchasing and

- installing a portion of replacement docks (Empire boat ramp, south side) during Sept-Nov 2020.
- d) Capital expenditures- none
 - e) Equipment – none
 - f) 3rd party funding sources – Oregon State Marine Board is providing up to \$67,750.00 cash match for construction via OSMB FG 1671 that may be used as match for this SFR grant.

Please obligate SFR funds at 10% Freshwater and 90% marine.

EXHIBIT B - EMPIRE EASTSIDE CONCEPTUAL BUDGET

3/17/17- PROJECT BUDGET FORM- Complete Yellow Highlighted Areas Only								
Project Budget Contact Full Name:	Holly Huchko	Project Budget Contact Work Location:	Roseburg	Project Work Location:	Eastside and Empire Boat Ramps, Coos Bay			
Project Title:	OR- Empire and Eastside Boat Ramp Floating Dock Replacement, 2021-2022			Index	Grant	Phase		
Funding Source:	USFWS Sport Fish Restoration		Cost Code:	53100	235003	0		
Amendment/Modification #:			Funding Agency Contract#/Project Task Order#:					
Project Start Date:	7/1/2021		Project End Date: 6/30/2022					
Type of Request:	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Continuing	<input type="checkbox"/> Revision				Actions:	Original / Project 1 / Year 1
				Project Dates (From | To):			7/1/2021	6/30/2022
				Clarification/Description (Only if needed, add a short explanation of action taken)				
PERSONAL SERVICES (this information is tabulated in column I)				Enter number of months of salary per position for original in column J				
Class Title	Position Number	Salary	OPE %	Total Months	Total Amounts	Number of Months	Subtotals	
					\$ -		\$ -	-
					\$ -		\$ -	-
					\$ -		\$ -	-
Personal Services Subtotal:					\$ -		\$ -	-
Fringe Subtotal:					\$ -		\$ -	-
SERVICES AND SUPPLIES: Description					Total Amounts	Original / Project 1 / Year 1		
Supplies (consumable supplies and materials, < \$5,000 /unit value):					\$ -	\$ -	\$ -	
					\$ -		\$ -	
Travel (include number of people, days, airfare and per diem costs):					\$ -	\$ -	\$ -	
					\$ -		\$ -	
Other (e.g. utilities, temp employees; but do not include contingency):					\$ -	\$ -	\$ -	
					\$ -		\$ -	
Services & Supplies Subtotal:					\$ -	\$ -	\$ -	
Personal Services and Services & Supplies Subtotal:					\$ -	\$ -	\$ -	
						Original / Project 1 / Year 1		
Indirect Costs:					\$ -	30.00%	\$ -	\$ -
Contract Services/ Subgrants (list individually)					Total Amounts	Original / Project 1 / Year 1		
sub-award funds from ODFW to City of Coos Bay					\$ 203,250	\$ -	203,250	
					\$ -		\$ -	
Contract Services/Personal Services Contracts Subtotal:					\$ 203,250	\$ -	203,250	
Capital Outlay (equipment >\$5,000/unit or public improvement)					Total Amounts	Original / Project 1 / Year 1		
					\$ -		\$ -	
Capital Outlay Subtotal:					\$ -	\$ -	\$ -	
					Total Amounts	Original Amounts		
Total Project Costs:					\$ 203,250	\$ -	203,250	
Program Income (i.e. parking pass fees, fish carcass sales, complete only if program income is included)					Original Program Income			
NOTE: Indirect Rate is charged on an award where Program Income equals or exceeds: \$100,000.00	Name of Income				Phase	Amounts		
Program Income Indirect Rate is based on percentage entered in Row 102					Original Program Income Expenditures	\$ -		
					Original Program Income Indirect Costs	\$ -		
Summary Financing Information						Original Amounts		
Funding Type	Description (name of entity or program)	Index	Grant	Phase	RTI %	Original %	Amount	
Funder's Share	USFWS Sport Fish Restoration	53100	235003	0	100%	50.12%	\$ 203,250	
ODFW Match (Please list coding)								
					SUBTOTAL		\$ 203,250	
Third Party	Oregon State Marine Board FG 1671					16.71%	\$ 67,750	
Inkind/Volunteer/ Donated	City of Coos Bay pre-award match					33.17%	\$ 134,535	
Total Program Income Expenditures (including all Modifications)		\$ -	TOTAL PROJECT COSTS (including all Modifications)			match totals:	49.88%	\$ 202,285
Total Program Income Indirect Costs (including all Modifications)		\$ -				Program Income Total:		\$ -
Total Program Income Total (including all Modifications)		\$ -				PROJECT COSTS:		100.00% \$ 405,535

EXHIBIT C
EMPIRE EASTSIDE PLANS
Reserved

EXHBIT D

**EMPIRE EASTSIDE ODFW ARCHAEOLOGICAL INADVERTENT DISCOVERY PLAN
(IDP)**

Reserved

EXHIBIT E

FEDERAL COMPLIANCE TERMS

I. **Project Title:** OR- Empire and Eastside Boat Ramp Floating Dock Replacement, 2021-2022

II. **Grant Recipient Compliance Requirements:**

1. Environmental Compliance Reviews.

Construction of the Eastside and Empire Boat Ramp Floating Dock Replacement is approved to proceed. All environmental compliance is approved through the U.S. Army Corps (Corps) of Engineer Permit, NWP-2020-212 dated July 1, 2020 from the Corps to the City of Coos Bay, Oregon. Please ensure the work is performed in accordance with conditions and conservation measures in the Corps permit.

III. **Federal Terms and Conditions:**

Without limiting the general requirement of Section J of the Agreement, Recipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

- A. Uniform Administrative Requirements, [2 CFR Part 200, Subparts A through D](#)
- B. Cost Principles [2 CFR Part 200, Subpart E](#)
- C. Central Service Cost Allocation Plans [Appendix V to Part 200](#)
- D. Indirect Cost Proposals [Appendix VII to Part 200](#)
- E. Audit Requirements [2 CFR Part 200, Subpart F](#)
- F. Federal Non-discrimination Statutes. Recipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by ODFW.
- G. Eligible Workers. Recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Recipient shall comply with regulations regarding certification and retention of the completed forms.
- H. Domestic preferences for procurements. §200.322
 - (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- I. Prohibition on certain telecommunications and video surveillance services or equipment. §200.216
- J. Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms. §200.321
- K. To the extent applicable to this award, Recipient is responsible to comply with
1. National Environmental Policy Act; E.O. 11514 (which requires the recipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
 2. E.O. 11990: Protection of Wetlands (which requires the recipient to comply with environmental standards for the protection of wetlands)
 3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the recipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
 4. Coastal Zone Management Act (which requires recipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).’
 5. Wild and Scenic Rivers Act (which requires the recipient to protect components or potential components of the national wild and scenic rivers system). (16 USC Chapter 28, Sections 1271 et seq.)
 6. Historic Preservation Act, E.O. 11593 (which requires recipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).
 7. Endangered Species Act (which requires the recipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).
 8. Marine Mammal Protection Act (which requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).
- L. Other Requirements (USFWS specific)
1. Universal Identifier and Central Contractor Registration [2 CFR Part 25](#)
 2. Reporting Sub-awards and Executive Compensation [2 CFR Part 170](#)
 3. Award Term for Trafficking in Persons (applicable to private entity sub-recipients) [2 CFR Part 175](#)
 4. Government-wide Debarment and Suspension (Non-procurement) [2 CFR Part 1400](#)
 5. Requirements for Drug-Free Workplace (Financial Assistance) [2 CFR Part 1401](#)
 6. [43 CFR 18](#) New Restrictions on Lobbying: Submission of an application also represents the applicant’s certification of the statements in [43 CFR Part 18, Appendix A](#), Certification Regarding Lobbying.
 7. Pilot Program for Enhancement of Recipient and Sub-recipient Employee Whistleblower Protection:
This requirement applies to all awards issued after July 1, 2013 and shall be in effect until January 1, 2017, [41 USC §4712](#).
 - i. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistle blower protections established at [41 USC §4712](#) by section 828 of the National Defense Authorization act for Fiscal Year 2013 (P.L. 112-239).
 - ii. Recipients, their sub-recipients, and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the

predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

- iii. The recipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold related to this award.
8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. [41 USC §6306](#)
9. Federal Leadership on Reducing Text Messaging while Driving: Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the Order. [Executive Order 13513](#).

EXHIBIT F

Insurance Requirements for First Tier Contractors under this Agreement

Recipient shall require its first tier contractor(s) (Contractor) that are not units of Recipient as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Recipient and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Recipient shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Recipient permit a contractor to work under a Subcontract when the Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

1. Workers' Compensation & Employers' Liability

☒ Required by Agency of Contractors with one or more workers, as defined by ORS 656.027

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

2. Commercial General Liability ☒ Required by Agency ☐ Not required by Agency

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

3. Automobile Liability ☒ Required by Agency ☐ Not required by Agency

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than:

Bodily Injury/Death

- ☒ \$1,000,000 Per occurrence limit for any single claimant; and
- ☒ \$2,000,000 Per occurrence limit for any number of claimants

Property Damage

- ☒ \$119,300 Per occurrence limit for any single claimant; and
- ☒ \$596,400 Per occurrence limit for multiple claimants

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

1. EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

2. ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

3. ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

4. WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

5. TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

6. CERTIFICATE(S) AND PROOF OF INSURANCE:

Recipient shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

7. NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

8. INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

9. STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency or Recipient, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit.

EXHIBIT G

ADMINISTRATIVE SUMMARY

RECIPIENT'S CONTACT INFORMATION:

Project Manager:

Address:

Telephone:

Email:

Randy Dixon

500 Central Ave
Coos Bay, OR 97420

541-269-8918

rdixon@coosbay.org

Contracts Officer:

Address:

Telephone:

Email:

Nichole Rutherford

500 Central Ave
Coos Bay, OR 97420

541-269-8915

nrutherford@coosbay.org

ODFW'S CONTACT INFORMATION:

Project Manager:

Address:

Telephone:

Fax:

Email:

Holly Huchko

4192 N. Umpqua Hwy.
Roseburg, OR 97470

(541) 464-2185

(541) 673-0372

Holly.a.huchko@odfw.oregon.gov

Contracts Officer:

Address:

Telephone:

Fax:

Email:

Patty Whalen

4034 Fairview Industrial Drive SE
Salem, OR 97302-1142

(503) 947-6138

(503) 947-6156

Patty.l.whalen@odfw.oregon.gov

Accounts Payable:

Address:

Telephone:

Fax:

Email:

Vicki Whitten

4034 Fairview Industrial Drive SE
Salem, OR 97302-1142

(503) 947-6184

(503) 947-6140

Vicki.Whitten@odfw.oregon.gov

EXHIBIT H

FFATA Data Collection Form

The Federal Funding Accountability and Transparency Act (FFATA) requires ODFW to report on certain federal subawards which are for more than \$25,000 via a public website operated by the federal government. This reporting applies only to

- grants issued under federal grants, unless the recipient is an individual
- subcontracts issued under federal contracts, unless subcontractor's gross annual income from the previous tax year was \$300,000 or less. Check here ☐ if subcontractor's gross income from all sources in the previous tax year was \$300,000 or less.

ODFW: Complete this section before sending to Subrecipient or Subcontractor.

Title of Federal Award Project: OR-Empire and Eastside Boat Ramp Floating Dock Replacement, 2021-2022

Federal Sponsor: USFWS

Federal Award Number: F21AF01361-00

Prime award (received by ODFW) is a ☒ grant or ☐ contract

CFDA Number (if prime award is a grant): 15.605

Amount of Sub-Award: \$203,250.00

Sub-award agreement number: 104-21

Short Description of work, supplies or services to be performed by subrecipient or subcontractor:

City of Coos Bay will handle all administration, fabrication, installation, and maintenance of the new docks and disposal of old docks.

Subrecipient or subcontractor: Please provide the following information.

1. Name of Organization: _____

2. Address and Congressional District of Organization:

3. Address and Congressional District where work will be performed, if different from above

4. Organization DUNS Number: 93-6002141

Note: If organization does not have a DUNS number, it must register and obtain one at <http://fedgov.dnb.com/webform> or by telephone at 1-866-705-5711. Registration is free.

5. Parent DUNS Number, if a subsidiary or controlled by a Parent organization: _____

6. Check this box ☐ to certify Organization is registered in the System for Award Management (SAM).

Note: If Organization is not registered in the SAM, it must register online at <https://www.sam.gov/SAM/> Registration is free.

7. Subcontractor NAICS Code (if prime award is a contract): _____

8. In the preceding fiscal year, did the Organization receive 80% of its annual gross revenues from the Federal government?

(Circle one): Yes or No

If Yes, continue to question 9. If No, questionnaire is complete. Thank you!

9. In the preceding fiscal year, were the organization's annual gross revenues from the Federal government more than \$25 million annual?

(Circle one): Yes or No

If Yes, continue to question 10. If No, questionnaire is complete. Thank you!

10. Does the public have access to the names and total compensation of the subcontractor's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

(Circle one:) Yes or No

If no, continue to question 11. If yes, questionnaire is complete, no further information needed.
Thank you!

11. List the names and compensation of the subcontractor's five most highly compensated officers:

Name Compensation

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Name of Preparer: _____

Phone Number: _____

Position: _____

EXHIBIT I

**OREGON DEPARTMENT OF FISH AND WILDLIFE
Certification Regarding
Federal Debarment, Suspension, Ineligibility and Voluntary
Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension", and 2 CFR Part 180 or 48 CFR 52.209-6.

By signing and submitting this form, the prospective lower tier participant is providing the certification set out below.

- (1) The prospective lower tier participant certifies, by submission of this form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to which this form is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The prospective lower tier participant agrees by submitting this form that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (5) The prospective lower tier participant further agrees by submitting this form that it will include the clause titled "Debarment and Suspension," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.

Full Organization Name:

Name and Title of Authorized Representative:

Signature Date:

104-21
ODFW Agreement Number:

OREGON DEPARTMENT OF FISH AND WILDLIFE
Certification Regarding
Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
Instructions for Certification

- (7) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this form is submitted for assistance in obtaining a copy of those regulations.
- (8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (<http://epls.gov>).
- (9) Nothing contained in the foregoing shall be constructed to require establishment of a system of records in order to render in good faith the certification required by the clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.