

CITY OF COVE
REGULAR COUNCIL MEETING
July 7, 2026, at 7:00 p.m.
504 ALDER STREET
COVE, OR 97824

- **Call to Order**
- **Pledge of Allegiance**
- **Council Roll Call**
- **Additions/Changes to the Agenda**
- **Public Comment for Items on the Agenda-** 3 minutes per person; Must Sign the Speakers Roster
 - Community members may address issues observed on the agenda and may ask council for additions for consideration to be added to the current agenda.
- **Consent Agenda**
 - June 2, 2026, Council Minutes
 - Approval of Bills to Be Paid
- **Correspondence**
- **Old Business**
 - Ascension School Parking Variance – Approval Contingent Upon Updated Parking Map with 51 Spaces
 - COLA and Step Increases for City Employees
 - Cove Clean-Up Day Review
 - Award Bid for Paving First and Water Streets
 - Anderson Perry Scope and Agreement for Water System Master Plan
- **New Business**
- Allocation of Funds from Union County Transient Tax
- **City Council Working Committee Report**
 - TSP – Land Use Development Code
 - Cove Beautification Pilot Project
- **City Recorder Report**
- **Public Works Director Report**
- **Mayor's Report**
- **Student Councilor Report – None Until September 1, 2026, Council Meeting**
- **Good of the Order**
- **Public Comment for Items Not on the Agenda–** 3 minutes per person; Must Sign the Speakers Roster
 - This is the place allowed for the public to comment on anything they wish to have addressed by council or discuss their feelings towards any matter before the council, which is not already scheduled for discussion on the meeting agenda.
- **Suggestions for Future Work Sessions & Meeting Agendas**
- **Upcoming Meetings**
- **Adjournment**

To submit public comment in writing, or questions about accommodations for persons with disabilities please send an e-mail to cityadmin@cityofcove.org at least four (4) calendar days prior to the meeting. To join the meeting virtually from your computer, tablet, or smartphone see the link below:
<https://meet.goto.com/CityofCove>

You can also dial in using your phone:
United States (Toll Free): [1 877 309 2073](tel:18773092073)
United States: [+1 \(312\) 757-3129](tel:+13127573129)
Access Code: 566-891-733

**City Of Cove
Council Meeting Minutes
June 2, 2026**

Call to Order

Mayor, Sherry Haeger, called the regular session of the Cove Common Council to order at 7:00 p.m. located at City of Cove City Hall, 504 Alder St., Cove, Oregon, 97824. Remote access to the meeting was active.

Council Members Present: Councilors, Alexis Cannon, Eric Stone, Shawn Parker, Cheryl Hargrove, and Boss Parker.

Council Members Present Remotely: No council members were present remotely.

City Staff Present: City Recorder, Lana Shira, Public Works Director, Dave Johnson, Billing Clerk, Kerri McCowan.

City Staff Present Remotely: There were no city staff present remotely.

Council Members not Present: Council President, Matt McCowan,

City Staff not Present: All city staff were present.

Public Present: Paul Stevens, Union County Commissioner, Jake Seavert, Jenny Beverage.

Public Present Remotely: There was public present remotely. See City of Cove Meeting Info printout.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Haeger.

Council Roll Call

Roll call was performed by Lana Shira, City Recorder. A quorum was determined to be present.

Additions/Changes to the Agenda

Correspondence - OHA - Emergency Preparedness for Community Leaders

Public Comment

There was no public comment made at this time.

Consent Agenda

- May 5, 2026, Council Minutes
- May 19 & 26, 2026, Budget Committee Minutes
- Approval of Bills to Be Paid

Lana noted there is one more bill to be added. She received a bill from Philip O'Reilly, who is the city's computer tech, for \$630. \$410 was for the router at the hydro plant and \$220 was for labor. Since it just arrived today, she asked for approval for payment.

Motion: Councilor Cannon moved to approve the Consent Agenda as revised. Councilor Stone seconded. Motion carried.

- **Correspondence**

OHA - Emergency Preparedness for Community Leaders – Informational Only.

- **Old Business**

- **Ascension School Parking Variance**

An architect from Glancy Rockwell & Associates joined the meeting online for any questions regarding the Ascension School Parking Variance. Concerns were voiced that the 31 proposed spaces will still not be enough. The architect explained that they feel the parking spaces should be enough based on square footage, and they can also designate parking spaces that would include the Community Center. Discussion ensued regarding parking based on the square footage of buildings versus what the city ordinance requirements are, and it was felt 31 spaces would still not be enough. If they can add an additional 20 spaces based on the Community Center square footage to bring the total parking spaces to 51 that should suffice. Approval will be contingent upon presentation of a map that shows where all 51 spaces will be. This will allow the Ascension School to pursue the permitting process without delay.

Motion: Councilor Shawn Parker moved to approve the Ascension School Parking Variance based on 51 parking spaces. Councilor Stone seconded. Motion carried.

- **Adding Water /Sewer Lines Off of Jasper St. (Paul Stevens & Dan Landa)**

Paul Stevens, 1903 Jasper Street, presented the proposal he and Dan Landa prepared for the sewer and water extension from Jasper Street. Discussion ensued. They are only asking for material, they will be responsible for the labor with oversight from the city. There will also need to be a utility easement which Dave and Lana will pursue. It was also noted there may need to be an increase in the water and sewer budget if the city elects to participate in the project. It was clarified that the initial estimate for materials was \$22,898 for water and sewer was \$15,524. The city's share of that estimate if we chose to cover 25% would be \$5,724 and \$3,881 for a total of \$9,605. The labor costs would be covered by Dan Landa and Paul Stevens. It was also noted the easement would likely need to be a 20-foot easement. Dave stressed that we have other easements across property in Cove and that it is a common practice.

*Discussion stopped at 7:30 pm for the Public Hearing, Minor Partition.

*Discussion resumed at 7:41 pm.

Dave noted there will be a cost benefit to the city as well as a benefit from the utility easement. Oversight of the project and testing would be done by the city. Councilor Shawn Parker noted he would rather approve a hard number on costs rather than a percentage. Protection of the city's investment if the landowners defaulted was also discussed.

Motion: Councilor Stone moved to approve the Jasper Street sewer/water extension proposal with a cap of \$11,500 from the city. Councilor Cannon seconded. Motion failed.

Motion: Councilor Stone moved to approve the Jasper Street sewer/water extension proposal with a cap of funds from the city at \$10,500. Councilor Cannon seconded. Motion carried.

- **Cove Clean-Up Day Review**

Lana reported she has not received the bill from WastePro or a number for the sale of metal from Cove Clean-Up Day.

- **Public Hearing 7:30 p.m. Minor Partition: Brett and Jenny Beverage, 701 2nd Street**

- **Open Hearing**

The mayor opened the hearing at 7:30 pm. She requested conflict of interest, exparte, etc. to be declared. Councilors Shawn Parker, Boss Parker, Alexis Connon, Eric Stone, and Cheryl Hargrove turned in a signed declaration form. There were no conflicts declared. The disclosure statement was read by the mayor and made available to the public.

- **Staff Report**

Lana provided a verbal review of the Staff Report for the Minor Partition.

- **Applicant's Testimony**

Jenny Beverage provided a verbal review of their reasoning for splitting the lot.

- **Proponent's Testimony**

There was no proponent's testimony.

- **Opponent's Testimony**

There was no opponent's testimony.

- **Applicant's Rebuttal**

There was no applicant's rebuttal.

- **Close Hearing**

The mayor closed the hearing at 7:39 pm.

- **Council Deliberation & Final Decision**

It was discussed that the request meets all the requirements.

Motion: Councilor Stone moved that the council grant approval of the Tentative Plan submitted by Brett and Jenny Beverage for a Minor Partition of Tax Lot 3S40E22BB-2100 because it complies with the City of Cove Zoning Ordinance requirements for land use, lot size, street access, and accessibility to both city water and sewer systems. Councilor Boss Parker seconded. Motion carried.

Vote taken by roll call: Councilor Shawn Parker voted aye, Councilor Stone voted aye, Councilor Boss Parker voted aye, Councilor Cannon voted aye, and Councilor Hargrove voted aye.

The Minor Partition: Brett and Jenny Beverage, 701 2nd Street was unanimously approved.

Budget Hearing 8:00 p.m.

- **Call to Order**

- **Mayor Haeger called the Budget Hearing to order at 8:00 pm.**

- **Committee Roll Call**

Roll Call was completed at the beginning of the Regular Council Meeting.

- **Budget Message**
The Budget Message was verbally reviewed. Based on the approval of the Jasper Street water/sewer extension project, it was determined to amend the budget to increase the water turn on fees by \$1,800, water hookup revenue by \$22,000 for a total of \$34,000. Also add an additional \$28,000 to hookup costs. Sewer turn on fees will be increased by \$1,200; Sewer revenue will be increased by \$14,500, and hookup costs will increase by \$19,000. Lana and Dave provided an explanation of the changes to and from each fund and the reason for the changes, based on the approval of the Jasper water/sewer extension.
- **Public Comment**
No public comment was made at this time.

Mayor Haeger read Resolution 2026-1, A Resolution Declaring the City's Election to Receive State Revenue.

Motion: Councilor Stone moved to adopt Resolution 2026-1 declaring the election to receive State Revenue. Councilor Shawn Parker seconded. Motion carried.

At 8:30 pm Councilor Shawn Parker moved to extend the meeting by 20 minutes. Councilor Cannon seconded. Motion carried.

The mayor read Resolution 2026-2, Adopting the Budget and Making Appropriations.

Motion: Councilor Boss Parker moved to adopt Resolution No. 2026-2 declaring the approval of the appropriations of funds for fiscal year 2026-27 and imposing and categorizing the property tax rate. Councilor Stone seconded. Motion carried.

- **Adjournment**
The Budget Hearing was adjourned at 8:37 pm.
- **New Business**
 - **Present Student Councilor Emma Carson Scholarship Award**
Emma was not present to receive the scholarship award.
 - *Discussion stopped at 8:00 pm to hold the Budget Hearing.
 - **Select 2026-27 Student Councilor**
*Discussion started at 8:38 pm.

The three applications for Student Councilor from Henry Wadner, Sammy Mallory, and Eliza Pettit, were reviewed, and discussion ensued. It was determined to hold a vote amongst councilors. Each councilor chose one applicant from the three applications received and presented their choice to Lana to tally. Lana tallied the votes, with the results showing Eliza Pettit received the most votes.

Motion: Councilor Hargrove moved to select Eliza Pettit as Student Councilor for 2026-27. Councilor Shawn Parker seconded. Motion carried.

- **Public Announcement regarding Tall Vegetation and Fire Concerns**
Lana reported that the Union County Fire Defense Board has requested to open regulated fire season early this year. Councilor Hargrove noted there are several residences in Cove that have tall vegetation. Lana responded that the city has, in the

past, sent a mass mailer to the citizens of Cove outlining the dangers of tall vegetation during fire season and urging solutions for abatement. It was determined she should send the letter again this year.

City Council Working Committee Report

- TSP – Land Use Development Code
A work session is scheduled to review and discuss the TSP small cities model on June 23rd at 7pm. Councilor Cannon reported she will not be able to attend.
- Cove Beautification Pilot Project
Councilor Cannon expressed her wishes to continue with the Cove Beautification Pilot Project. After discussion it was felt judging should be kept in-house rather than asking the CCA for help. We will continue with another Cove Beautification Pilot Project and present the award this fall.

City Recorder Report

Lana provided a verbal report:

- The OTEC Franchise agreement expires July 31, 2026. She is working with them to have a draft agreement available for the July meeting.

Public Works Director Report

Dave provided a verbal report:

- They are making progress on the First and Water Streets project. Additional work is underway.
- The first bidder for the Ford Ranger did not follow through with payment, so he relisted it with a minimum bid of \$500 and received a bid for \$500. It is sold.
- There has been some settling on the Hydro slide repair which they will work on repairing.
- They've been working on sewer main line repairs.

At 8:50 pm Councilor Stone moved to extend the meeting by 10 minutes. Councilor Boss Parker seconded. Motion carried.

- He questioned if a Cost-of-Living increase was discussed. Lana noted it was budgeted for 5%. COLA will be put on July's agenda for discussion.

Mayor's Report

Mayor Haeger provided a verbal report.

- She stayed in touch with Emma about getting notifications out for the Student Councilor position.
- She questioned the process for advertising the open positions for Mayor and Councilors in the upcoming election. Lana agreed to review the procedures for elections and advertise as required.

Student Councilor Report

Emma was not present to provide a report.

Good of the Order

There was no Good of the Order presented at this meeting.

Public Comment

No public comment was made at this time.

Suggestions for Future Work Sessions & Meeting Agendas

- TSP Work Session, June 23, 2026, 7:00 pm.

Upcoming Meetings

Regular council meeting scheduled for July 7, 2026.

Adjournment

Mayor Haeger adjourned the meeting at 8:55 p.m.

Sherry Haeger, Mayor

Kerri McCowan, Billing Clerk

Lana Shira, City Recorder



Ascension School

Camp & Conference Center

June 15, 2026

Dear Members of the Cove City Council,

I am writing to respectfully request that you reconsider the condition to add 20 additional parking spaces to the proposed site plan submitted on June 2, 2026. While Ascension School supports providing adequate parking, increasing the total to 51 spaces exceeds the anticipated needs of the facility, and the cost and site impact affect the overall feasibility of the project. In accordance with City Ordinance Article 13.00, Section 13.01, we have submitted our intent to appeal to the City of Cove recorder.

Under City Ordinance Article 7.00, Section 8.08(2)(a), the Community Center's 800 sq. ft. assembly area requires a minimum of eight parking spaces (1 per 100 sq. ft. of assembly area). This ordinance has admittedly been difficult to apply to a community pool, as even the condition of approval is inconsistent with the ordinance. Industry guidance recommends one parking space for every three to five users. The City of La Grande uses the standard of one space for every three users (per assigned occupancy). Based on Ascension School's maximum pool occupancy of 80 users, this equates to a parking demand or requirement of 27 spaces for the pool itself. Taken together, the demand for both the pool and community center facilities is 35 spaces. With request for consideration, we are submitting a site plan providing 36 parking spaces, which meets the requirement while avoiding unnecessary additional costs and site impacts.

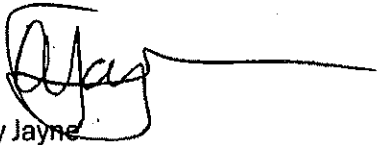
Additionally, we offer the following considerations. The projected attendance and operating schedule of the pool and community center have been evaluated to determine parking demand.

Public swimming hours are planned from 11:00am to 3:00pm, five days per week, generally from Memorial Day to Labor Day. Most pool users will arrive as families or groups in a single vehicle and drop-off and pick-up activity is expected to be common. The Community Center's average event hosts approximately 30 people, with roughly 95% of events occurring between 4:00pm and 9:00pm, primarily from September through spring. Events with more than 30 attendees are typically held in other available facilities. Ascension School's rental records from the past two years support this attendance pattern. Because the pool and community center operate on different seasonal and daily schedules, overlap in use is expected to be rare and can also be limited and managed by Ascension School, which oversees operations.

We understand and share the safety concerns around parking illegally along Highway 237. We are confident in law enforcement's ability to ensure the highway is safe.

Thank you for your time and consideration as we work to bring this project to fruition.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amy Jayne', followed by a long horizontal line extending to the right.

Amy Jayne

Executive Director

Ascension School Camp and Conference Center

The Episcopal Diocese of Eastern Oregon

PO Box 278, Cove OR | 541-568-4514

ARTICLE 13.00
ADMINISTRATIVE PROVISIONS

Section 13.01: APPEALS FROM RULINGS ON PERMITS

Any person or group having standing may appeal to the City Council any ruling pertaining to the granting or denial of any permit applied for hereunder when such ruling is adverse to their interests, by filing with the City Recorder within ten (10) days from such ruling a written notice stating with reasonable accuracy the particular ruling from which the appeal is made, and state the grounds therefor. There upon the Recorder shall obtain all papers constituting the record upon which the appeal is based and refer the same to the City Council. The City Council may request any additional evidence as it deems relevant to the issues involved and within thirty (30) days and after a public hearing thereon, the City Council shall have the power to affirm, overrule, or alter any such ruling.

Section 13.02: PENALTY FOR VIOLATION

The owner or owners of any building or premises, or part thereof, where anything in violation of this ordinance shall be placed, or shall exist, or be maintained, and any architect, builder, or contractor who shall assist in the commission of any such violation, and all persons or corporations who shall violate or maintain any violation of any of the provisions of this ordinance or who shall fail to comply therewith, or who shall build in violation of any detailed statement of plan submitted and approved thereunder, shall for each and every violation or non-compliance be deemed guilty of a misdemeanor and , upon conviction, shall be fined not more than \$500. Each day that a violation of this ordinance continues shall be considered a separate offense.

Section 13.03: CONFLICTING PROVISIONS

All ordinances or parts of ordinances in conflict herewith are hereby repealed. Specifically, the May 17, 1977 City of Cove Zoning Ordinance is repealed and replaced by this ordinance.

Section 13.04: VALIDITY

Should any section, clause or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, except the part declared invalid.

Clean Up Day Year 2026

Expenses	Invoice	Cost
Mailer Paper	Quill	\$ (84.12)
Copying Expense	City in house	\$ -
Postage	USPS	\$ (160.55)
Insurance	SAIF	\$ (165.88)
Refreshments	Walmart	\$ (52.02)
Ice	Dollars Corner	\$ -
Dumpster	Waste Pro	\$ (1,282.36)
Thank you letters	City in house	\$ -
B & K		\$ (110.00)
Total Expense		\$ (1,854.93)

Income	Received from	Amount
Donation	Citizens	\$ 613.00
Donation	Union Co. Waste	\$ 963.05
Metal Sales	B & K	\$ - as of 6/23/26
Misc		\$ -
Total Income		\$ 1,576.05

Loss	\$ (278.88)
Balance from Previous Year	\$ 3,421.81

Starting Balance Year 2027 **\$ 3,142.93**



PROJECT: CITY OF COVE, OREGON - WATER SYSTEM MASTER PLAN

PROJECT NO.: 753-62

This Agreement is made this 7th day of July 2026, by and between the **City of Cove, Oregon**, hereinafter referred to as the Owner, and **Anderson Perry & Associates, Inc.**, hereinafter referred to as the Consultant.

The Owner intends to complete a Water System Master Plan in accordance with Oregon Administrative Rules Chapter 333, Division 061, Section 0060(5).

WITNESSETH:

In consideration of the mutual covenants and promises between the Owner and Consultant hereto, it is hereby agreed:

SECTION A - SCOPE OF SERVICES

The Consultant will provide the Owner with the services outlined in the attached Exhibit A, Scope of Work, dated July 7, 2026. Services not expressly defined therein are excluded.

SECTION B - COMPENSATION FOR SERVICES

1. The Owner will pay the Consultant for Task 1 - "Water System Master Plan," as described in Exhibit A, Scope of Work, a lump sum amount of \$45,875.
2. The lump sum fee referred to above will be a fixed not to exceed price for the dollar amounts stated. If, during the course of the work, the scope of work (SOW) should substantially change, the Owner and the Consultant will amend this Agreement to cover the revised scope and lump sum fee for services.
3. The Owner agrees to pay the Consultant for the services provided in accordance with this Agreement on a monthly basis. The Owner agrees to pay the Consultant for lump sum work on a percentage basis of the total fee relative to the percent completion of the work. The Consultant will render to the Owner an invoice on a monthly basis, for compensation for such services performed hereunder during such month, the same to be due and payable by the Owner to the Consultant.
4. Past due amounts owed will include a service fee charge of 12 percent annual interest beginning the 30th day after the date receiving an invoice.

SECTION C - RESPONSIBILITIES OF OWNER

1. The Owner will be responsible for all requirements and instructions it furnishes to the Consultant pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by the Owner to the Consultant pursuant to this Agreement. The Consultant may use and rely on such requirements, instructions, programs, reports, data, and information in performing or furnishing services under this Agreement.
2. The Owner will give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of a hazardous environmental condition or of any development that affects the scope or time of performance of the Consultant's services, or any defect or nonconformance in the Consultant's services or in the work of any contractor.
3. The Owner will provide the Consultant with all criteria and full information as to the Owner's requirements for the project, including objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.
4. The Owner will furnish to the Consultant all available information pertinent to the project including reports and data relative to previous designs, all existing maps, field survey data, lines of streets and boundaries or rights-of-way, and other surveys presently available. The Owner will also provide all known information concerning the existing underground utilities, etc., that could impact the proposed improvements.
5. The Owner will arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
6. The Owner will provide, as may be required for the project:
 - a. Accounting, bond and financial advisory, and insurance counseling services;
 - b. Legal services with regard to issues pertaining to the project as the Owner requires, the Contractor raises, or the Consultant reasonably requests; and
 - c. Such auditing services as the Owner requires.
7. The Owner will obtain, with guidance from the Consultant, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve the project, and such reviews, approvals, and consents from others as may be necessary for completion of the project.
8. The Owner will pay for any agency plan review fees, as may be required by local, state, or federal authorities.
9. The Owner will advise the Consultant in a timely manner of the identity and SOW of any independent consultants employed by the Owner to perform or furnish services in regard to the project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

10. The Owner will inform the Consultant in writing of any specific requirements of safety or security programs applicable to the Consultant as a visitor to the site.
11. The Owner will examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by the Consultant (including obtaining the advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate (or the Consultant requests) with respect to such examination) and render timely decisions pertaining thereto.

SECTION D - GENERAL PROVISIONS

1. Standard of Care
 - a. The standard of care for all professional and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Unless expressly stated herein, all services will be performed according to current code and conditions, not future ones. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with any services performed or furnished by the Consultant. The Owner and Consultant, recognizing the risks to the Consultant relative to the reward, intend and agree to limit the Consultant's scope of services to what is covered by professional liability insurance, notwithstanding anything else in this Agreement or any other agreement (including any construction contract to the contrary). The Consultant and Owner agree that this Agreement will be construed and interpreted so as to give effect to that intent regardless of specific language used.
 - b. Subject to the standard of care set forth above, the Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
2. Opinions of Cost
 - a. The Consultant's opinions of probable construction cost, if any, are to be made on the basis of the Consultant's experience, qualifications, and general familiarity with the construction industry as a design professional, not as contractor or professional cost estimator. However, because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others; over contractors' methods of determining prices; or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant. If the Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

3. Use of Documents

- a. Original documents, except those furnished to the Consultant by the Owner, are instruments of service and Consultant will retain all ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Consultant) whether or not the project is completed.

4. Insurance

- a. The Consultant will procure and maintain insurance as set forth below. The Consultant will cause the Owner to be listed as an additional insured on any applicable general liability insurance policy carried by the Consultant.

Workers' Compensation:	Statutory
Employer's Liability:	
1) Bodily Injury, Each Accident:	\$500,000
2) Bodily Injury by Disease, Each Employee:	\$500,000
3) Bodily Injury/Disease, Aggregate:	\$500,000
General Liability:	
1) Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2) General Aggregate:	\$1,000,000
Excess or Umbrella Liability:	
1) Per Occurrence:	\$10,000,000
2) General Aggregate:	\$10,000,000
Automobile Liability:	
1) Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000
Professional Liability:	
1) Each Claim Made:	\$2,000,000
2) Annual Aggregate:	\$5,000,000

- b. The Owner will procure and maintain insurance as set forth below. The Owner will cause the Consultant and its subconsultants to be listed as additional insureds on any general liability policies carried by the Owner and/or the contractor hired by the Owner for the project, on a primary and non-contributory basis.

Workers' Compensation:	Statutory
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Employer's Liability:

1) Bodily Injury, Each Accident:	\$500,000
2) Bodily Injury by Disease, Each Employee:	\$500,000
3) Bodily Injury/Disease, Aggregate:	\$500,000

General Liability:

1) General Aggregate:	\$2,000,000
2) Each Occurrence (Bodily Injury and Property Damage):	\$2,000,000

Excess Umbrella Liability:

1) Per Occurrence:	\$5,000,000
2) General Aggregate:	\$5,000,000

Automobile Liability:

1) Combined Single Limit (Bodily Injury and Property Damage):	\$1,000,000
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- c. The Owner and Consultant will each deliver to the other certificates of insurance evidencing the coverages indicated. Such certificates will be furnished prior to commencement of the Consultant's services and at renewals thereafter during the life of the Agreement.
- d. All policies of insurance will contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least ten days' prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party will promptly forward a copy of the notice to the other party to this Agreement.
- e. At any time, the Owner may request that the Consultant or its subconsultants, at the Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified above. If so requested by the Owner, and if commercially available, the Consultant will obtain and will require its subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by the Owner, and this section of the Agreement will be supplemented to incorporate these requirements.

5. Suspension and Termination

a. Suspension

- i. By Owner. The Owner may suspend the project for up to 90 days upon seven days' written notice to the Consultant.
- ii. By Consultant. The Consultant may, after giving seven days' written notice to the Owner, suspend services under this Agreement if the Owner has failed to pay the Consultant for invoiced services and expenses within 30 days after receipt of the Consultant's invoice.

b. Termination

- i. Either party may terminate this Agreement for cause for any of the following reasons:
 1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
 2. Assignment of this Agreement or transfer of the project by either party to any other entity without the prior written consent of the other party;
 3. Suspension of the project of the Consultant's services by the Owner for more than 90 calendar days, consecutive or in the aggregate;
 4. Material changes in the conditions under which this Agreement was entered into, the SOW or the nature of the project, and the failure of the Owner and Consultant to reach agreement on the compensation and schedule adjustments necessitated by such changes.
 - ii. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 20 days of receipt thereof, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 20-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 40 days after the date of receipt of the notice.
- c. Effective Date of Termination. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow the Consultant to demobilize personnel from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.
- d. Payment Upon Termination. In the event of any termination, the Consultant will be entitled to invoice the Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

6. Controlling Law

- a. Unless otherwise specified within this Agreement, this Agreement will be governed by the laws of Oregon without reference to any choice of law principles.

7. Successors, Assigns, and Beneficiaries

- a. The Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of the Owner and Consultant (and to the extent permitted in the subsequent paragraph the assigns of the Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- b. Neither the Owner nor the Consultant may assign, sublet, or transfer any rights under, rights arising under, or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. There are no third-party beneficiaries of this Agreement between the Owner and the Consultant, and no third party will be entitled to rely upon any work performed or reports prepared by the Consultant hereunder.
- c. Unless expressly provided otherwise in this Agreement, nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by the Owner or the Consultant to any contractor, other third-party individual or entity, or to any surety for or employee of any of them. In addition, all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Owner and Consultant and not for the benefit of any other party.

8. Dispute Resolution

- a. The Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of the subsequent paragraph.
- b. Any claim, dispute, or other matter in question arising out of or related to this Agreement will be subject to mediation as a condition precedent to binding dispute resolution through arbitration. Notwithstanding the foregoing, the Consultant may proceed with applicable law to preserve any lien rights. However, before the Owner may commence litigation against the Consultant based on professional negligence or failure to perform in accordance with this Agreement, the Owner will furnish the Consultant with a report written by, and bearing the professional seal of, a design professional (or professionals) licensed to practice in the state of the project and who has recent experience with projects similar to the project. The report must describe in detail each respect in which the Consultant, in the opinion of the author, performed negligently or breached this Agreement. Only those items described in the report may be the subject of any claim by the Owner against the Consultant. The report must be furnished to the Consultant at least 30 days before the mediation called for in this Agreement is convened, and its author must, if requested by the Consultant, meet with the Consultant during the mediation to discuss the report. If, in any litigation, the Owner asserts any claim against the Consultant without having complied with this provision, the litigation will, upon motion of the Consultant, be dismissed.

9. Indemnification, Limit of Liability, Waivers

- a. To the fullest extent permitted by law, the Owner and Consultant will indemnify and hold the other harmless, and their officers, directors, and employees, from damages to the extent that such damages are caused by the indemnifying party's negligent act or omission. In the event damages are caused by the joint or concurrent negligence of the Owner and Consultant, they will be borne by each party in proportion to its negligence.

Notwithstanding anything else herein to the contrary, the Consultant will have no upfront duty to defend the Owner.

- b. The Owner agrees to limit the aggregate amount of any damages and/or costs (including attorney fees and expert witness fees) that it may recover against the Consultant (together with its owners, principals, employees, and subconsultants) on any claims, complaints, or causes of action arising under or related to this Agreement and/or the project to the lesser of the following: (1) the amount of compensation actually paid to the Consultant for services performed pursuant to this Agreement; or (2) the amount of proceeds available, at the time the damages and/or costs are paid, under the Consultant's insurance policy or policies applicable to the claim being made by the Owner. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed or implied warranty, and strict liability.
- c. Notwithstanding anything else to the contrary in this Agreement, the Owner releases the individuals associated with the Consultant (directors, owners, and employees of the Consultant or its subconsultants) ("Consultant Personnel") from any and all claims (including any future claims that have not yet come into existence) against Consultant Personnel as individuals related to their provision of professional services. The Owner acknowledges and agrees that, for any claim involving professional services provided by any Consultant Personnel, the Owner may look only to the Consultant as an entity to recover any damages. The types of claims to which this limitation applies include, but are not limited to, claims based on negligence, professional errors or omissions, professional malpractice, indemnity, contribution, breach of contract, breach of expressed or implied warranty, and strict liability. The Owner acknowledges that the pricing of the Consultant's services within this Agreement is predicated upon this clause and that any contract without this clause would require additional negotiation and compensation.
- d. To the fullest extent permitted by laws, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of the Owner, Consultant, and all other negligent entities and individuals, whether immune from suit or not.
- e. To the fullest extent permitted by laws and regulations, the Owner and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the project, from any cause or causes.

10. Records Retention

- a. The Consultant will maintain on file in legible form, for a period of ten years following completion or termination of its services, all documents, records (including cost records), and design calculations related to the Consultant's services or pertinent to

the Consultant's performance under this Agreement. Upon the Owner's request, the Consultant will provide a copy of any such item to the Owner at cost.

11. Miscellaneous Provisions

- a. This Agreement represents the entire and integrated agreement between the Owner and the Consultant for this project and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.
- b. Approval of this Agreement by the Owner and the Consultant will serve as written authorization for the Consultant to proceed with the services called for in the Agreement.
- c. In the event any provisions of this Agreement will be held to be invalid and unenforceable, the remaining provisions will be valid and binding upon the Owner and Consultant. One or more waivers by either party of any provisions, term, condition, or covenant will not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- d. Neither party will hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- e. In the event of any dispute, claim, or legal action arising out of or relating to this Agreement, including without limitation any action to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the non-prevailing party all reasonable attorneys' fees, expert witness fees, court costs, and other expenses incurred in connection with such dispute, claim, or action, whether incurred before suit, at trial, on appeal, or in any bankruptcy or alternative dispute resolution proceeding.
- f. The Consultant will comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The Consultant will comply with Executive Order 11246 (41 CFR 60-1.4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)), the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)), and the organizing and collective bargaining Clauses of Executive Order 13496 (29 CFR 471). The Consultant will comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.
- g. The Consultant will have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the project site. If hazardous materials are present, the Owner will be responsible to remove them from the project site in a manner that will not adversely affect the health of any person and will comply with any applicable governmental laws and regulations. The presence or discovery of any hazardous or

toxic substance on the site will be cause for extension of the schedule of the Consultant's services and equitable adjustment of fees for the Consultant as mutually agreed by the Owner and Consultant.

This Agreement is executed the day and year written at the beginning of this Agreement.

Owner:

City of Cove, Oregon

By _____

Type Name Sherry Haeger

Title Mayor

Consultant:

Anderson Perry & Associates, Inc.

By 

Type Name Chas Hutchins, P.E.

Title President

EXHIBIT A
SCOPE OF WORK
CITY OF COVE, OREGON - WATER SYSTEM MASTER PLAN
JULY 7, 2026

PROJECT UNDERSTANDING

This Scope of Work (SOW) outlines the project understanding and tasks that will be performed by Anderson Perry & Associates, Inc. (Consultant) for the Water System Master Plan (WSMP) project for the City of Cove, Oregon (Owner). The Owner intends to complete a WSMP in accordance with Oregon Administrative Rules Chapter 333, Division 061, Section 0060(5). The Consultant developed the City's current WSMP in 2001. Since then, the Owner has constructed a 500,000 gallon reservoir, a new well and pump station, and distribution system improvements.

Upon approval by the Owner for the Consultant to proceed, the Consultant will provide services for the project tasks included herein.

Project Management and Coordination

The Consultant will provide project management and coordination of all tasks included in this SOW as described below.

1. Prepare for and hold a pre-project coordination meeting with the Owner to review the project and discuss critical project issues, objectives, needs, schedule, etc.
2. Prepare an initial project schedule and updates as needed.
3. Provide monthly invoices and progress reports.
4. Provide quality assurance and quality control review of all documents.

TASK 1 - WATER SYSTEM MASTER PLAN

The Consultant, in cooperation with the Owner, will develop a WSMP in accordance with Oregon Health Authority - Drinking Water Services (DWS) standards for a 20-year planning period. The WSMP will develop design standards and service goals for the planning period, identify present and future system deficiencies, and evaluate future water supply, storage, and distribution system needs. The Owner's existing system will be evaluated, and a Capital Improvement Plan will be developed.

The completed WSMP will provide the Owner with a comprehensive planning document that will identify and prioritize needed improvements and allow the Owner to appropriately plan and budget for the selected improvements. The WSMP will also provide the Owner with the required documents to seek state and/or federal funding to complete the selected improvements.

The specific SOW will include the following work tasks:

1. **General.** The WSMP will provide a general description of the community with a history of the existing water system. A summary of the planning objectives and goals will be outlined.

2. **Existing System.** The WSMP will outline the status of the existing water system and will describe its current operation, system strengths, and system deficiencies.
3. **Design Criteria.** Planning and design criteria will be established and will include the service area and boundaries; population growth projections; past, present, and future water usage patterns; fire flow requirements; federal and state standards; system pressures; and service goals.
4. **Water Supply Facilities.** The existing water supply system will be analyzed considering capacity, compliance with current water quality standards, water rights, condition of components, operational dependability, and cost of operation. The water supply needs for the planning period will be developed, and cost-effective alternatives for meeting long-term water supply needs and alternatives for correcting existing system deficiencies will be identified. Estimated cost and conceptual design schematics for the preferred alternatives will be presented, and an evaluation of the general operation and maintenance (O&M) requirements for the water supply system will be completed.
5. **Water Storage Facilities.** The existing water storage facilities will be analyzed considering capacity, condition of reservoirs, distribution system pressures, etc. Recommended storage capacity will be analyzed considering emergency storage, operational storage, equalization storage, and fire flow storage. Alternatives for meeting the storage requirements of the water system for the planning period will be identified, including preliminary conceptual schematics and estimated costs for the preferred alternatives.
6. **Distribution System.** A GIS-based map of the distribution system (utilizing the Owner's existing GIS database) will be presented in the WSMP to depict distribution system components. Utilizing the Owner's GIS data, a general review of the condition and adequacy of the distribution system piping will be made. General system deficiencies will be identified, and alternatives for meeting current and projected future system deficiencies will be outlined with estimated costs for implementation. A summary of the fire department's fire flow concerns and needs will be prepared. An evaluation of the general O&M requirements of the distribution system will be completed.
7. **Water System Financing.** The status of the existing Water Department financial condition will be reviewed considering historical water system revenues, O&M costs, and debt service, including the adequacy of existing water user fees. The future cost of O&M, capital improvement investments, and debt service for the water system will be projected based on a selected improvement alternative. Information will be provided on potential state and federal grant and loan programs that may be available to assist the Owner in implementing its water system improvements. A funding alternative table identifying potential user rate charges for outside financial assistance will be developed. A strategy for implementation of the recommended water system improvements will be developed in cooperation with the Owner.
8. **Planning and Implementation Recommendations.** A summary will be prepared identifying current and future water system needs with their associated estimated costs and layout schematics. Recommendations will be made to meet the water system needs for the planning period. An Implementation Plan will be presented outlining potential project costs and schedule.
9. **Written Report.** Copies of a draft WSMP summarizing the results of the planning effort will be presented to the Owner for review and comment. A draft copy of the WSMP will also be submitted to the DWS. After comments are received on the draft WSMP from the Owner and the DWS, copies of the final WSMP will be prepared and presented to the Owner. The Consultant will attend

meetings with the Owner to review progress of the work, present alternatives, and assist the Owner in making key decisions relative to the implementation and adoption of the WSMP.

- 10. Responsibilities of the Owner.** The Owner will work closely with the Consultant during development of the WSMP to review the work and make decisions relative to key planning issues, selection of improvement alternatives, etc. The Owner will provide all available data to the Consultant, including maps, records, reports, correspondence, and any other information relative to the planning work being performed by the Consultant. When required, the Owner will provide equipment and personnel to provide needed field information related to the planning effort. The Owner will pay for any agency WSMP review fees.

Deliverables

- Draft WSMP
- Final WSMP

Assumptions

- Data from the Owner's GIS system will be available for Consultant to produce water system maps. The Owner's GIS system is anticipated to be inclusive of all water system features to be presented on the WSMP maps. The Consultant will not revise and/or update the Owner's GIS database as a part of this SOW.
- Up to three water distribution system improvements alternatives will be evaluated.
- No additional supply sources are required to be evaluated.
- Owner will provide the Consultant with the information outlined in Attachment A.

ADDITIONAL SERVICES

In addition to the foregoing being performed, the following services may be provided by the Consultant when requested by the Owner in writing. If additional services are requested, the scope and fees will be added by amendment to this SOW or under a separate Work Order.

1. Assist the Owner with property surveys, property plats, legal descriptions, and other items necessary for negotiating for land rights and easements. Such work may include appearances before courts and boards on these matters.
2. Provide GIS mapping updates to Owner's existing GIS System
3. Provide water modeling of existing and proposed water system.
4. Perform special tests, specialized studies, or tests other than previously outlined herein that may be required on the project.
5. Provide additional administrative services as needed in administering the project, project grants, and other financial assistance programs with outside agencies. Such services may include preparation of requests for funds, reports, coordinating meetings, evaluating audit data, and other support as appropriate to help facilitate the overall project development in accordance with local, state, and federal requirements.

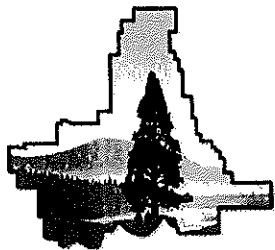
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ATTACHMENT A
GENERAL LIST OF ITEMS NEEDED
FOR A WATER SYSTEM MASTER PLAN
CITY OF COVE, OREGON - WATER SYSTEM MASTER PLAN
JULY 7, 2026

1. Total number of residential, commercial, and industrial water service connections listed by category and meter size. The list should also summarize total annual water use for each category and meter size.
2. Total number of service connections that are and are not metered, including the condition of existing meters. The list should include information on all master meters (supply sources), and when these meters were last calibrated.
3. Annual itemized water system budget or audit reports for operation and maintenance, debt service, reserve fund, and revenues (taxes and user fees) for the past five years.
4. Copies of existing water rate schedule, and copies of prior rate schedules for previous five years if different from existing.
5. Data on any existing water system debt including total indebtedness, annual debt service, interest rate, and date debt will be paid in full.
6. Copies of current water distribution system maps (if different from and in addition to the water system map already on file at the Consultant's office and created via GIS by the Consultant). Where possible, identify the pipe size, type, and age; valve and hydrant locations; and each pressure zone and where the zones are separated (closed valves, pressure reducing vaults, etc.) in the distribution system, it is assumed that the GIS mapping includes this information. Note locations and operational settings of special system units such as booster pumps, pressure reducing valves, etc, it is assumed that the GIS mapping includes this information.
7. Information on all known distribution system deficiencies (i.e., leaky pipe, small size, asbestos cement pipe to be replaced, etc.).
8. A copy of the Owner's most recent "comprehensive plan," including a map of the urban growth boundary, city limits, and zoning map. Copies of this map are anticipated to be included in the WSMP Appendices.
9. A copy of the most recent Insurance Services Office report including hydrant flow tests. Identify and note the locations of the large fire risks in the City. Provide copies of any other fire hydrant test results and a list of fire department concerns, if any.
10. Information on water supply sources, water quality data, annual flow records, and any other information that may be available which the Consultant cannot access via the Oregon Health Authority - Drinking Water Services (DWS) website.
11. Water rights extensions and related periodic reports.

12. A summary of water quality problems in the system including any documented water quality violations or non-compliance issues, if any. Provide a summary of water complaints as they may relate to pressure, taste and odor, water quality turbidity, etc. Provide how often complaints have occurred, the general locations of the issues, and any verifications that the Owner has made on the reported problems.
13. Copies of all correspondence between the Owner and the DWS as it relates to the water system, including the latest sanitary survey of the Owner's water system completed by DWS staff.
14. Information on existing storage reservoirs such as size, type, height, age, condition, base elevation, etc., as well as a copy of any reservoir inspection reports.
15. Copies of daily, monthly, and yearly water supply data from the water supply sources for the past five years. Provide copies of water consumption records (i.e., total of service meters) on monthly basis for the past two or three years.
16. Copies of all prior water system studies or plans not already on file with the Consultant.
17. A summary of any conservation efforts made by the Owner.
18. Information on any cross-connection concerns in the system.
19. Copies of any water system audits (volume delivered to water system compared to volume sold to customers) completed for the water system.
20. Copies of any existing emergency response or vulnerability assessment studies or data for water system operation.
21. Copies of any conservation educational efforts the Owner has made with water users.

GenListWSMP_Cove_WtrSysMstPln_753-062-000.docx



**UNION COUNTY
BOARD OF COMMISSIONERS**

*Paul Anderes, Commissioner
R. Matthew Scarfo, Commissioner
Jake Seavert, Commissioner*

Shelley Burgess, Administrative Officer

1106 K. Avenue | La Grande, Oregon 97850

Phone: (541) 963-1001 | Fax (541) 963-1079

June 11, 2026

City of Cove
PO Box 8
Cove, OR 97824

Dear City of Cove:

The purpose of this letter is to inform you of changes made to the Union County Transient Tax Ordinance with regard to distribution of funds collected. Effective for the 2025-26 fiscal year, the ordinance was revised to include an allocation for Cities in Union County with populations less than 10,000 who do not collect a dedicated transient room tax. The City of Cove is eligible for funding under this new allocation category. A check in the amount of \$2,571 is enclosed for use by the City for tourism activities or attractions, tourism promotion, economic development purposes, programs that support tourism activities and events, or for services impacted by tourism within the community.

Union County is pleased to be able to provide these funds to the City of Cove.

Sincerely,

Shelley Burgess
Administrative Officer