Oregon Water Resources Department

Municipal Reclaimed Water Registration Form

A water use permit may not be required if the water being used is reclaimed water as defined in ORS 537.131 and the reclaimed water use is both authorized by the Oregon Department of Environmental Quality (DEQ) and registered with Oregon Water Resources Department (WRD)(ORS 537.132). Currently there is no fee for registering.

Complete and send this Registration Form to the DEQ permit writer managing the wastewater treatment facility discharge permit. DEQ will review and sign this Registration Form prior to sending it on to WRD in Salem. A response letter will be sent by WRD to all parties within 60 days of receipt.

Instructions are available to guide you. If you need assistance, please call 503-986-0900 and ask for the "Water Reuse Coordinator" or contact the local watermaster in your county. Insert "N/A" if the requested information does not apply to your situation.

Name of Reclaimed Water User: City of C	Cottage Grove		
County where reclaimed water use will oc	cur: Lane County		
Mail Address: 400 E Main Street Street/P.O. Box	Cottage Grove	OR	97424
Street/P.O. Box	City	State	Zip
Daytime Telephone: (541) 942-3349	E-mail: pwdir	ector@cottageg	rove.org
YES NO If no, provi	wn the land where the ide the landowner's name		
YES NO If no, provi	ide the landowner's name	and contact info	ormation.
YES NO If no, provided the second owner Name: See Attachment A Mail Address: Street/P.O. Box	ide the landowner's name	and contact info	ormation.
YES NO If no, provided and owner Name: See Attachment A Mail Address: Street/P.O. Box Daytime Telephone: 3. Are there existing water rights of	City E-mail:	and contact info	ormation.
YES NO If no, provided the second sec	City E-mail: n the same land where	State State	ormation.

4. Has DEQ issued a Municipal Was authorizing the use of reclaimed		•	ge Permit
YES NPDES Permit No.	101300 or W	PCF Permit No.	
Permit Effective Date: 1/13/2011	Permit Expiration	on Date: 9/30/2014	
Permit Effective Date: 1/13/2011 DEQ Region: (Check one) Northwest I	Region Eastern	Region Western	Region
		EQ, but not yet issued.	
NO Permit application l	has not been submi	tted to DEQ.	
5. Who is treating and supplying the	e reclaimed wat	er to the user?	
Name of Supplier: City of Cottage Grove	Telepho	ne No. (541) 942-3349	
Treatment Facility Name: Cottage Grove S		one No. (541) 942-3152	
Mail Address: 1800 N Douglas Ave Street/P.O. Box	Cottage Grove	OR	97424
Street/P.O. Box	City	State	Zip
6. Which water provider supplies potential that produces the sewage entering Municipal Water Provider: City of Cottage	ng the treatment		
Source(s) of Municipal Water: Row River			
	am name, groundwate	r, and/or reservoir name)	
7. Will the use of reclaimed water of boundaries of the potable municipal Question 6? INSIDE OUTSIDE			
8. What is the length in years of the water user and the reclaimed wat	agreement/contersupplier?_Att	tract between the reachment C	eclaimed
Describe any conditions in the agreement C	ent that limit use o _j	f the reclaimed water.	
9. Please describe the transmission the wastewater treatment facility See Attachment D			
(Include type of construction of diversion works/pu	mp capacity, length an	nd dimensions of supply dite	ches/pipelines)

10. What is the Intended Use(s) of Reclaimed Water?

-	gation
(irrig	ation, aquifer recharge, wetlands, industrial, cooling, aquifer storage & recovery, etc.)
Irrig	ation, aquifer recharge, wetlands, industrial, cooling, aquifer storage & recovery, etc.) ation Total Acres: 102.5 What type of crop? Grass (hay, pasture, golf course, wood fiber, etc.)
	(hay, pasture, golf course, wood fiber, etc.)
Wha	t is the irrigation application system? Sprinkler Head System (Also See Attachment D)
	(flood, center pivot, wheel line, drip, micro-sprinklers)
How	much Reclaimed Water will be used? See Attachment D
	(cubic feet per second, OR gallons per minute)
Date	use began or will begin: Period of use (month/day): from 3/1 to 10/31
11.	What are the water user's motivations to use reclaimed water?
Ц	My existing water rights are "junior" and not always reliable.
Щ	Another water source is available, but reclaimed water is less expensive.
Ц	Reclaimed water is the only source available and enables the use listed in Question 10.
	Reclaimed water allows a WRD transfer of existing water rights to a different location.
V	Reclaimed water use reduces demand on the local municipal water supply.
V	To assist the treatment facility in meeting DEQ regulatory permit requirements.
	To recharge the aquifer or store water in the aquifer for future recovery.
	Other (describe):
	Other (describe):
12.	-
12.	Other (describe):
12.	Other (describe): Describe the historic reclaimed water disposal method. A) Into which stream was the reclaimed water discharged? Coast Fork Willamette River
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14. MAP REQUIREMENTS:

This registration must be accompanied by a map, or maps, to show the location of the wastewater treatment facility, location of reclaimed water transmission system (pipelines, canals, etc.) and the place of reclaimed water use. Features of the map(s) should include the following:

- A north arrow.
- Drawn to scale at not less than 4" = 1 mile, with the scale identified.
- Township, Range, Section, Quarter-Quarters, and tax lot number(s).
- Place of use shown by Quarter-Quarter section with shading or diagonal lines.
- Acres, if land application, per Quarter-Quarter section (approximate if not certain).
- Location of main canals or pipelines to and within the reclaimed water use area.
- Streams and roads identified if they cross through the map.
- Other obvious features that would help someone in the field locate the place of use.
- A legend.

15. ADDITIONAL COMMENTS: Provide additional information here or attach additional pages.

The existing reuse pipeline will continue to irrigate the Middlefield Golf Course and Peacehealth. The registration of reclaimed water use was filed and approved in 2008 under Registration No.60. We are including the Oregon Department of Transportation (ODOT) interchange area as part of this registration. The agreement between the City of Cottage Grove and ODOT to irrigate the interchange will be forwarded to the Oregon Water Resources Department as soon as it is received. The estimated 365 gpm is the flow estimated for the park sites and Interchange. Estimates of flow to the Fairgrounds and Disc Golf will be determined when the irrigation system design is completed.

16. Signatures of Registrant and Reclaimed Water Supplier:

I/We certify that the information provided in this Registration Form is an accurate representation of the proposed reclaimed water use to the best of my knowledge:

Registrant Printed Name: Richard Meyers	Title: City Manager
	Date: Tuly 1, 2020
	Title: Public Works Director
Supplier Signature: Fay St.	Date: 6/29/2020
	1 1

NOTE: Once completed and signed, keep a copy and <u>send this form to the DEO permit writer</u> responsible for the wastewater treatment facility permit. DEQ will sign and forward the form to WRD in Salem. A response letter will be sent by WRD to all parties within 60 days.

^{*}A map showing the wastewater treatment facility, transmission system, and place of use at a scale of 4'' = >1 mile is fine only if a second map is provided showing the place of use at not less than 4'' = 1 mile.

This section is to be completed by DEQ

17. Signature of DEQ Water Quality Manager:
Date registration form received at DEQ:
Pursuant to ORS 537.132 DEQ has:
a) Authorized the use of reclaimed water (referred to by DEQ regulations as "recycled water") as evidenced by the NPDES or WPCF permit issued and described below.
Permit Number: 101300 DEQ File Number: 20306
Printed DEQ Permit Writer's Name: Mark Hamlin, retired
Mail Address:
Telephone: E-mail:
b) Consulted with State Department of Fish and Wildlife and determined this use of reclaimed water shall not have a significant negative impact on fish or wildlife. ODFW contact name: Anne Hayden-Lesmeister, Instream Flow Specialist
ODFW contact phone number: 503-947-6236
c) Determined the use of reclaimed water is intended to improve the water quality of the receiving stream. The reclaimed water is (e.g. too warm for sulmonids). The use of reclaimed water is intended to keep
treated wastewater from further warming the receiving stream above temperatures that are ideal for salmonids
I certify the provisions of ORS 537.132(1)(a)(b) and (c) for this application are satisfied.
Rany Memme Date 11/12/2020
DEQ Water Quality Manager Signature
Ranei Nomura
DEQ Water Quality Manager's printed name
Once signed by DEQ, this completed form is to be sent to:
Oregon Water Resources Department C/O Water Reuse Coordinator 725 Summer St. NE, Suite A Salem, OR 97301-1266



ATTACHMENT A: LANDOWNER INFORMATION

Lulu's Dog Park

Landowner Name: City of Cottage Grove

Mail Address: 400 E Main Street, Cottage Grove, OR 97424

<u>Daytime Telephone:</u> (541) 942-3349 <u>Email:</u> pwdirector@cottagegrove.org

Trailhead Park

<u>Landowner Name:</u> City of Cottage Grove

Mail Address: 400 E Main Street, Cottage Grove, OR 97424

<u>Daytime Telephone:</u> (541) 942-3349 <u>Email: pwdirector@cottagegrove.org</u>

Bohemia Park

Landowner Name: Bohemia Foundation Inc.

Mail Address: PO Box 1045, Cottage Grove, OR 97424

Contact: Faye Stewart

<u>Daytime Telephone:</u> (541) 954-4061 <u>Email: pwdirector@cottagegrove.org</u>

Contact: Steven Stewart

<u>Daytime Telephone:</u> (541) 953-1011 <u>Office Telephone:</u> (541) 683-3478

Note: Irrigation of the Park will be managed by the City of Cottage Grove.

City of Cottage Grove Disc Golf Course

Landowner Name: City of Cottage Grove

Mail Address: 400 E Main Street, Cottage Grove, OR 97424

<u>Daytime Telephone:</u> (541) 942-3349 Email: pwdirector@cottagegrove.org Attachment A: Landowner Information

Page 2

Middlefield Golf Course

Landowner Name: City of Cottage Grove

Mail Address: 400 E Main Street, Cottage Grove, OR 97424

Daytime Telephone: (541) 942-3349

Email: pwdirector@cottagegrove.org

Interstate 5 Interchange

Landowner Name: The Oregon Department of Transportation, State Highway Commission

Mail Address: 355 Capital Street, Room 119, Salem, OR, 97310.

Daytime Telephone: (503) 986-3435

Email: James.GAMBLE@odot.state.or.us

Contact: Jim Gamble

Office Telephone: (541) 726-2541

Note: Irrigation of the Interchange will be managed by the City of Cottage Grove.



ATTACHMENT B: WATER RIGHTS

Lulu's Dog Park

Municipal Water Right Certificate Number: 87027, 87028, 93716, 91536, 93717, 93718, 84168, 82223

Trailhead Park

Municipal Water Right Certificate Number: 87027, 87028, 93716, 91536, 93717, 93718, 84168, 82223

Bohemia Park

Municipal Water Right Certificate Number: 87027, 87028, 93716, 91536, 93717, 93718, 84168, 82223

City of Cottage Grove Disc Golf Course

Municipal Water Right Certificate Number: 87027, 87028, 93716, 91536, 93717, 93718, 84168, 82223

Middlefield Golf Course

Municipal Water Right Certificate Number: 87027, 87028, 93716, 91536, 93717, 93718, 84168, 82223

Irrigation Water Right Certificate Number: 84913, 84914

Interstate 5 Interchange

Municipal Water Right Certificate Number: 87027, 87028, 93716, 91536, 93717, 93718, 84168, 82223



ATTACHMENT C: AGREEMENT LIMITING CONDITIONS

Lulu's Dog Park

No agreement. City of Cottage Grove is the user and supplier.

Trailhead Park

No agreement. City of Cottage Grove is the user and supplier.

Bohemia Park

Bohemia Park is owned by the Bohemia Foundation with the City of Cottage Grove having a 99-year lease. The reclaimed water agreement will be in effect for the duration of the lease.

City of Cottage Grove Disc Golf Course

No agreement. City of Cottage Grove is the user and supplier.

Middlefield Golf Course

No agreement. City of Cottage Grove is the user and supplier.

Interstate 5 Interchange

The intergovernmental agreement between the Oregon Department of Transportation and the City of Cottage Grove is attached to this registration form. The agreement will be presented to Cottage Grove City Council on July 27, 2020. The agreement useful life is defined as 20 years.



ATTACHMENT D: TRANSMISSION SYSTEM DESCRIPTION AND IRRIGATION VOLUME

A 7.5 Horsepower (HP) vertical turbine pump at the Effluent Pump Station will pump reclaimed water from the end of the chlorine contact chamber and pump it to the proposed storage pond.

A 75 HP vertical turbine pump will pump the recycled water from the new storage pond into the new and existing distribution systems. The discharge piping at the pump station splits and connects to the existing recycled water system that leads to the Middlefield Golf Course Ponds and the proposed distribution system to the South. Middlefield Golf Course has an existing irrigation system that irrigates with recycled water.

The proposed distribution system will head south to Trailhead Park, Lulu's Dog Park, and Bohemia Park. These parks have sprinkler irrigation systems in place that will be switched from the domestic water supply to the recycled water supply.

There is no irrigation system in place at the disc golf course. Information on the proposed irrigation system will be forwarded to DEQ as soon as it becomes available.

The Interstate 5 Interchange does not currently have an irrigation system; however, the City has the sprinkler irrigation system and landscaping designed.

The following estimates of recycled water use was included in the Recycled Water Use Plan.

Lulu's Dog Park: Irrigation Volume							
Net Irrigation Net Percent of Rainfall, Grass E.T., Demand, Irrigation, Plant Flow, Effluent, Month in/mo in/mo gpd mgd percent							
May	2.6	4.2	2.2	982	1.6	0.1	
June	1.6	5.0	4.9	2,217	1.1	0.2	
July	0.4	5.9	7.9	3,466	0.9	0.4	
August	0.7	4.9	6.0	2,634	0.8	0.4	
September	1.5	3.7	3.2	1,442	0.8	0.2	
	Average 2,148 1.0 0.2						
		Total A	nnual Volume:	0.3 MG			

Attachment D: Transmission System Description and Irrigation Volume Page 2

Trailhead Park: Irrigation Volume						
Month	Rainfall, in/mo	Grass E.T., in/mo	Net Irrigation Demand, in/mo	Net Irrigation, gpd	Plant Flow, mgd	Percent of Effluent, percent
May	2.6	4.2	2.2	3,929	1.6	0.3
June	1.6	5.0	4.9	8,870	1,1	0.8
July	0.4	5.9	7.9	13,864	0.9	1.6
August	0.7	4.9	6.0	10,536	0.8	1.4
September	1.5	3.7	3.2	5,767	0.8	0.7
			Average	8,593	1.0	0.9
		Total Ann	ual Volume: 1	.3 MG		

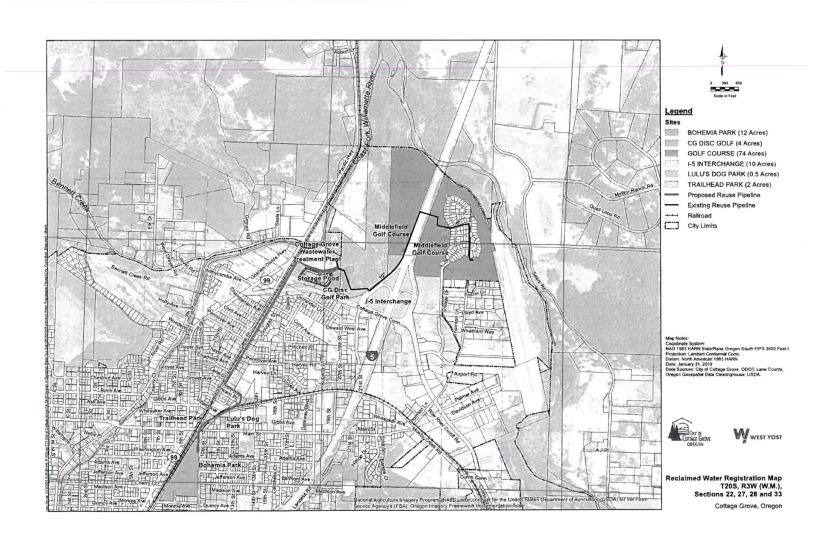
Bohemia Park: Irrigation Volume						
Month	Rainfall, in/mo	Grass E.T., in/mo	Net Irrigation Demand, in/mo	Net Irrigation,	Plant Flow, mgd	Percent of Effluent, percent
May	2.6	4.2	2.2	23,574	1.6	1.5
June	1.6	5.0	4.9	53,219	1.1	4.6
July	0.4	5.9	7.9	83,184	0.9	9.6
August	0.7	4.9	6.0	63,214	0.8	8.4
September	1.5	3.7	3.2	34,600	0.8	4.3
		•	Average	51,558	1.0	5.7
		To	otal Annual Volu	me: 7.9 MG		

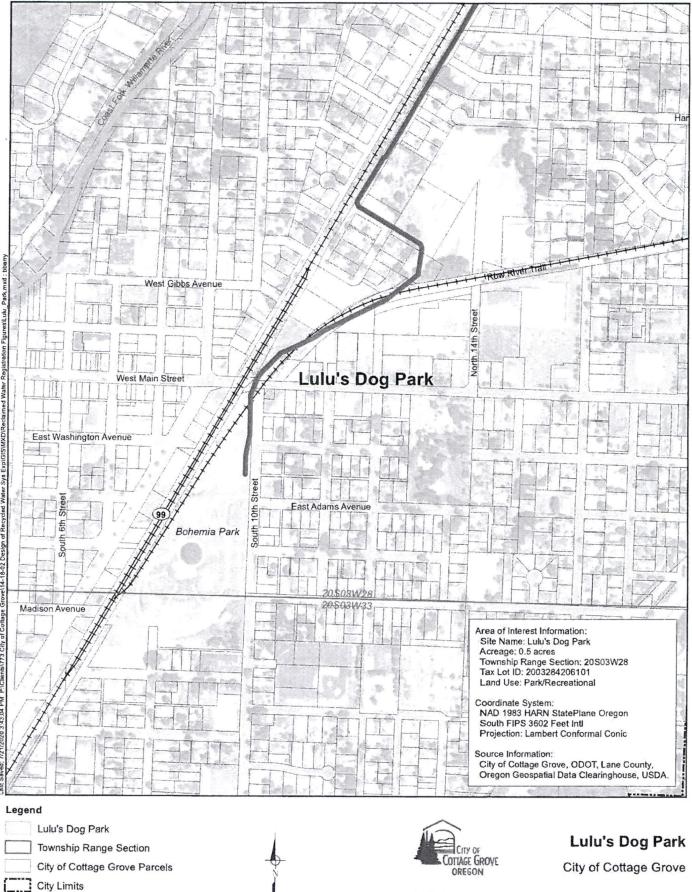
Cottage Grove Disc Golf Course: Irrigation Volume						
Month	Rainfall, in/mo	Grass E.T., in/mo	Net Irrigation Demand, in/mo	Net Irrigation, gpd	Plant Flow, mgd	Percent of Effluent, percent
May	2.6	4.2	2.2	7,858	1.6	0.5
Jun	1.6	5.0	4.9	17,167	1.1	1.5
Jul	0.4	5.9	7.9	27,728	0.9	3.2
Aug	0.7	4.9	6.0	21,071	0.8	2.8
Sep	1.5	3.7	3.2	11,161	0.8	1.4
			Average	16,997	1.0	1.9
		Total	Annual Volume	2.6 MG		

Attachment D: Transmission System Description and Irrigation Volume Page 3

Month	Rainfall	Grass E.T.	Net Irrigation Demand	Net Irrigation	Plant Flow	Percent of Effluent
	(in./mo)	(in./mo)	(in./mo)	(gpd)	(mgd)	(%)
May	2.6	4.2	2.2	146,550	1.6	9.
Jun	1.6	5.0	4.9	330,843	1.1	28.
Jul	0.4	5.9	7.9	517,127	0.9	60.
Aug	0.7	4.9	6.0	392,979	0.8	52.
Sep	1.5	3.7	3.2	215,096	0.8	26.
			Average	320,519	1.0	35.4

I-5 Interchange: Irrigation Volume						
Net Irrigation Net Percent of Rainfall, Grass E.T., Demand, Irrigation, Plant Flow, Effluent, Month in/mo in/mo gpd mgd percent						
May	2.6	4.2	2.2	19,645	1.6	1.3
June	1.6	5.0	4.9	44,349	1.1	3.9
July	0.4	5.9	7.9	69,320	0.9	8.0
August	0.7	4.9	6.0	52,678	0.8	7.0
September	1.5	3.7	3.2	28,833	0.8	3.6
			Average	42,965	1.0	4.7
		Total A	nnual Volume	: 6.6 MG		1



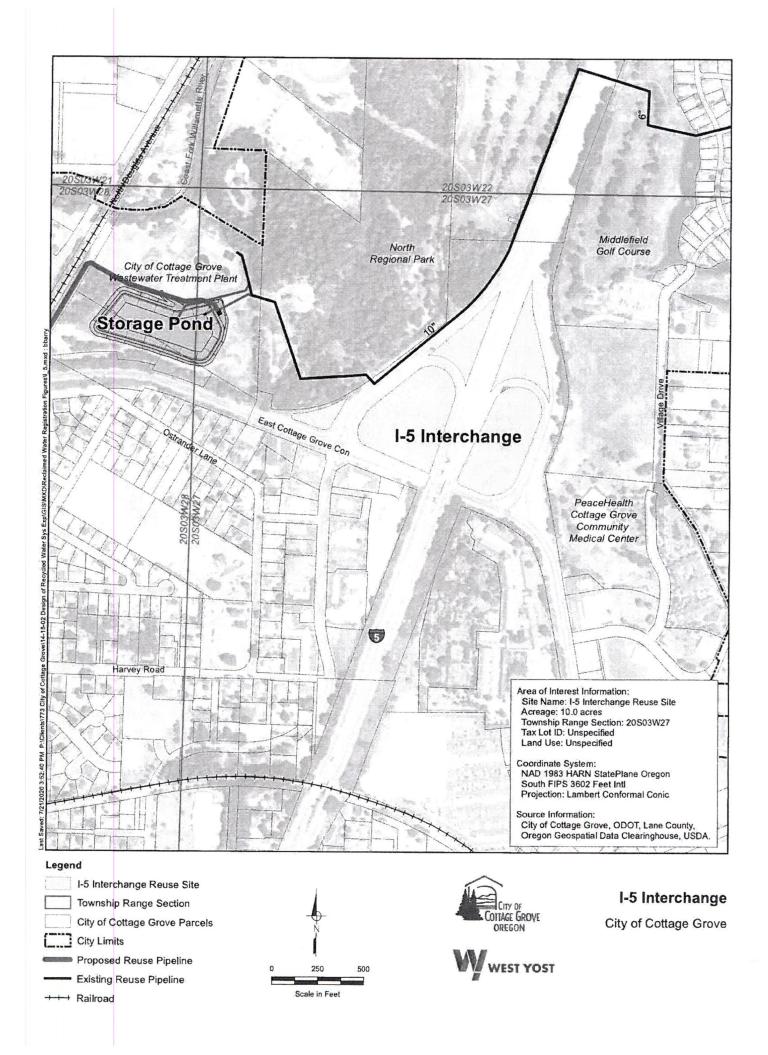


Scale in Feet

Proposed Reuse Pipeline

++++ Railroad





INTERGOVERNMENTAL AGREEMENT Cottage Grove Interchange Landscaping City of Cottage Grove

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and the CITY OF COTTAGE GROVE, acting by and through its designated officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

- By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, State may enter into cooperative agreements with units of local government for the performance of work on certain types of improvement projects with allocation of costs on terms and conditions mutually agreeable to the contracting parties.
- 2. State and Agency previously entered into Cooperative Improvement Agreement No. 24860, approved May 7, 2010, where Agency agreed to construct an irrigation system on State right of way and be allowed to irrigate State right of way in the vicinity of Interstate 5 right of way between mile points 174.42 and 174.74 with reuse water that has met or exceeded Department of Environmental Quality restrictions and guidelines for such water, referred to as "Irrigation Project." Only the golf course area, as depicted in Exhibit A of Agreement No. 24860, was completed during the initial Irrigation Project.
- 3. State and Agency enter the current agreement with the intent to finish the Irrigation Project from Agreement No. 24860. The current agreement will cover the same area as Agreement No. 24860, excluding the finished golf course. The area designated for this Project will expand on the reuse water system installed in the finished golf course to complete the Irrigation Project.
- 4. Pacific Highway (I-5) and East Cottage Grove Connector (OR 99) are part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

 Under such authority, State and Agency agree to enter into an agreement to allow Agency to install landscaping and irrigation features at the interchange connectors of Pacific Highway and the East Cottage Grove Connector at Mile Point 174.75, hereinafter referred to as "Project." The location of the Project is approximately as

shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.

- 2. Agency shall be responsible for all Project costs under this Agreement.
- 3. The Project will be financed at an estimated cost of \$437,980.00 in Agency funds, which includes irrigation installation, irrigation lawn repair, and landscape planting beds. The estimate for the total Project cost is subject to change. Agency shall be responsible for all Project costs beyond the estimate.
- 4. Agency shall, at its own expense, be responsible for the cost and responsibility of ongoing general maintenance of the Project.
- 5. This Agreement shall become effective on the date all required signatures are obtained and shall remain in effect for the purpose of ongoing maintenance (and power if applicable) responsibilities for the useful life of the facilities constructed as part of the Project. The useful life is defined as twenty (20) calendar years. The Project shall be completed within ten (10) calendar years following the date of final execution of this Agreement by both Parties.
- 6. Agency's tasks associated with the maintenance responsibilities referred to above are as defined in the current editions of the Oregon Department of Transportation Maintenance Field Operations Manual, Maintenance Management System (MMS) Manual, and the Routine Road Maintenance Water Quality and Habitat Guide, Best Management Practices Manual which are herein incorporated by reference and located at the following address: http://www.oregon.gov/ODOT/HWY/OOM/Pages/publications.aspx.
- 7. Cooperative Improvement Agreement (CIA) No. 24860, executed on May 7, 2010 between State and Agency, is hereby incorporated into this Agreement as though fully set forth herein.

AGENCY OBLIGATIONS

- 1. Agency shall perform the landscaping and irrigation Project with Agency personnel and equipment as described in and pursuant to Terms of Agreement, paragraph 1.
- 2. Agency, or its consultant, shall conduct the necessary field surveys, environmental studies, preliminary engineering and design work required to produce and provide final plans, specifications and cost estimates for the Project; identify and obtain all required permits; perform all construction engineering, including all required materials testing and quality documentation; prepare all bid and contract documents; advertise for construction bid proposals; award all contracts; pay all contractor costs, provide technical inspection, Project management services and other necessary functions for sole administration of the construction contract entered into for this Project.

- 3. Agency shall obtain a miscellaneous permit to occupy State right of way through the District 5 Office prior to the commencement of construction.
- 4. Agency shall be responsible for all Project costs under this Agreement.
- 5. Agency shall be responsible for the cost and responsibility of ongoing general maintenance of the Project, including but not limited to all labor, equipment, materials, trash removal, plant control and replacement of dead or dying material, weeding and pest control, mowing, and repairs due to traffic accidents, vandalism, etc., of the interchange vegetation areas.
- 6. Agency shall be responsible for 100 percent of water and power costs associated with the landscape and irrigation installed as part of this Project. Agency shall require the water and power companies to send invoices directly to Agency.
- Agency shall be responsible for 100 percent of the irrigation system (to include all materials, parts, supplies, services and maintenance both above ground and below).
 Agency shall also be responsible for replacement due to theft, vandalism or accidents.
- 8. Agency shall not cause, permit or suffer any "Hazardous Materials" (defined below) to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated or used upon, about, or underneath the State right of way or any portion thereof by Agency, its agents, employees, contractors, or invitees, or any other person.
- 9. Agency shall ensure that reuse water does not contain any hazardous materials, which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 USC 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 USC 6901 et seq.).
- 10.Agency must follow State lane closure guidelines including Motor Carrier notification, short-term traffic control, and the Manual on Uniform Traffic Control Devices (MUTCD).
- 11. Agency shall notify ODOT District 5, two (2) weeks in advance of any lane closures or impact to the travel lanes.
- 12. Agency shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from State.

13. Americans with Disabilities Act Compliance:

a. Agency shall ensure that the services it provides under this Agreement ("Services") comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"). Agency

shall use ODOT standards to assess whether the Services comply with the ADA, including, but not limited to, ODOT Maintenance Operational Notices MG 100-107 ("MG 100-107"), MG144-03 ("MG144-03"), and MG Activities-2 ("MG Activities-2").

- The scope of the Services performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals.
- c. Agency shall:
 - Promptly notify ODOT of completion of Services and allow ODOT to inspect completed Services located on or along a state highway for ADA compliance, prior to acceptance of such Services and release of any Agency contractor, and
 - ii. Ensure that temporary pedestrian routes are provided through or around any work zone as provided in MG Activities-2 and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 ("OTTCH"). For Services included in MG Activities-2 "Situations" Paragraph 2, Agency shall provide ODOT with adequate information to allow ODOT to provide advance notice of any temporary pedestrian route to the public, people with disabilities, and disability organizations. The Parties acknowledge that providing advance notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers' shift.
- d. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.
- e. The OTTCH is available at http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT District 5 Office located at 2080 Laura Street, Springfield, Oregon 97477 during regular business hours, or at the following locations online:
 - MG 100-107: https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf
 - MG 144-03: https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf
 - MG Activities-2: https://www.oregon.gov/ODOT/Engineering/Doc TechnicalGuidance/MG-Activities-2.pdf

- f. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.
- 14. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 15. Agency shall perform the service under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
- 16.All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
- 17. Agency shall require its contractor(s) and subcontractor(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, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents 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 Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.
- 18. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is

prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

- 19. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after completion of Project. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
- 20. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
- 21. Agency's Project Manager for this Project is Zachary Ireland, Engineering Assistant, City of Cottage Grove, 400 East Main Street, Cottage Grove, Oregon 97424; phone: (541) 767-4127; email: engassistant@cottagegrove.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

- 1. State grants Agency the authority to enter State right of way for the installation and maintenance of the Project as outlined in this Agreement.
- 2. State's Project Manager for this Project is James Gamble, District 5 Manager, ODOT District 5, 2080 Laura Street, Springfield, Oregon 97477; phone: (541) 744-8080; email: james.gamble@odot.state.or.us or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

- 1. State and Agency agree that in the event Agency should discontinue maintenance and operation of the Project or otherwise terminate this Agreement, State shall have the option to remove the Project at Agency's expense.
- 2. This Agreement may be terminated by mutual written consent of both Parties.
- 3. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:

- a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
- b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
- c. If Agency fails to provide payment of its share of the cost of the Project.
- d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
- 4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 5. 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 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must 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 a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- 6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State 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 Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency 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. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

- 7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency 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 State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State 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. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- 8. The Parties shall attempt in good faith to resolve any dispute arising out of this 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.
- 9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- 10. This Agreement and attached exhibits 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, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
- 11. Survival. All rights and obligations of the Parties under this Agreement will cease upon termination or expiration of this Agreement, other than the rights and obligations of the parties provided in sections 5, 6, 7, 8, 9, 17, and 18 of "Agency Obligations," paragraphs 1, 5, 6, and 7 of "General Provisions," and any other provision that by its nature or express terms survive termination or expiration of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

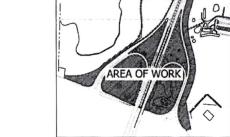
CITY OF COTTAGE GROVE, by and through its designated officials By City Manager Date 74, 27, 2020	STATE OF OREGON, by and through its Department of Transportation By Sonny P.A. Chickering Chickering Chickering Date: 2020.08.21 08:32:29-07'00' Region 2 Manager Date
LEGAL REVIEW APPROVAL (If required in Agency's process) By	By Region 2 Maintenance and Operations Manager
Date	Date 8-5-20 By Arm M Dauble
Agency Contact: Zachary Ireland Engineering Assistant City of Cottage Grove 400 E Main Street	District 5 Manager Date 7 · 30 · 20
Cottage Grove, Oregon 97424 (541) 767-4127 engassistant@cottagegrove.org	APPROVED AS TO LEGAL SUFFICIENCY By Herbert Lovejoy via email Assistant Attorney General
State Contact: James Gamble District 5 Manager ODOT, District 5 2080 Laura Street Springfield, Oregon 97477 (541) 744-8080 james.gamble@odot.state.or.us	Date 07/15/2020





GENERAL NOTES:

- IARIGATION CONTRACTOR SHALL MAKE NO SUBSTITUTIONS, DELETIONS OR ADDITIONS TO DESIGN WITHOUT PRIOR APPROVAL FROM IRRIGATION DESIGNER.





DRAWING INDEX

SHEET TITLE	SHEET NUMBER
COVER SHEET	L1.0
IRRIGATION PLAN	L1,1
JRIFIGATION PLAN	L1.2
PRISATION DETAILS AND NOTES	L1.3
INFIGATION DETAILS AND NOTES	L1,4
PLANTING PLAN	L1.5

PROJECT TEAM

IRRIGATION CONSULTANT THOY MEARS, PLA, CIO MEARS DESIGN GROUP, LLC PO BOX 23330 GROUP, LLC PO BOX 23300 FORTILAND, OR \$7201 [903) 601-6515



L1.0

HWY INTERCHANGE IMPROVEMENTS

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City of Cottage Grove/ODOT Agreement No. 34152

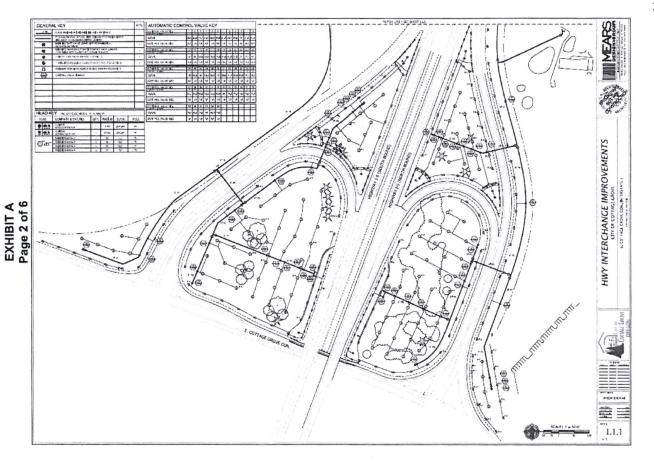


EXHIBIT A Page 3 of 6

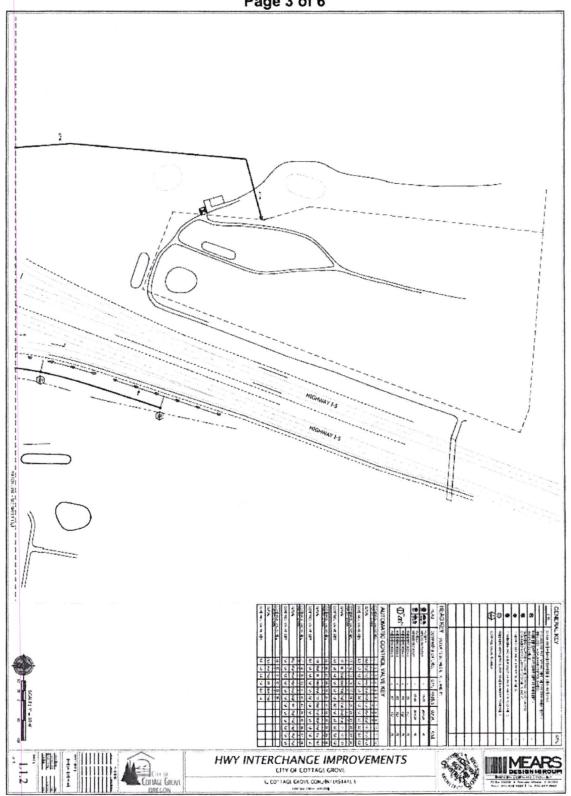


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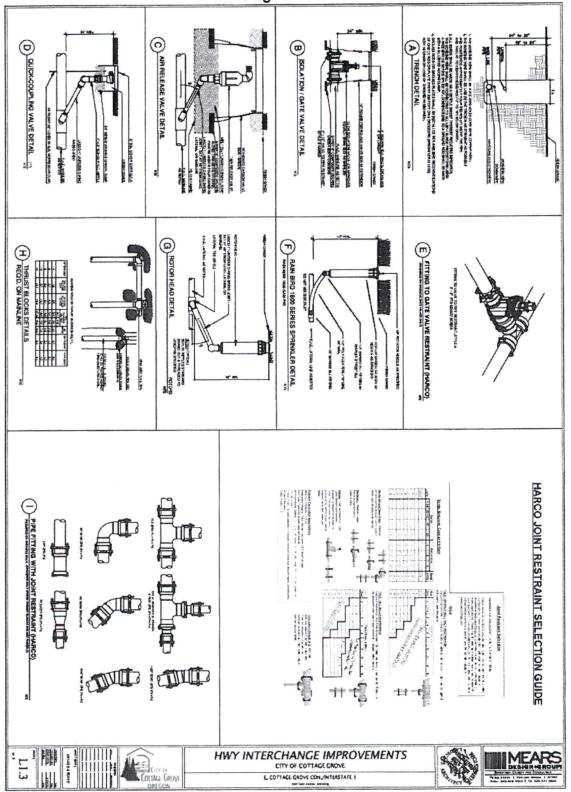


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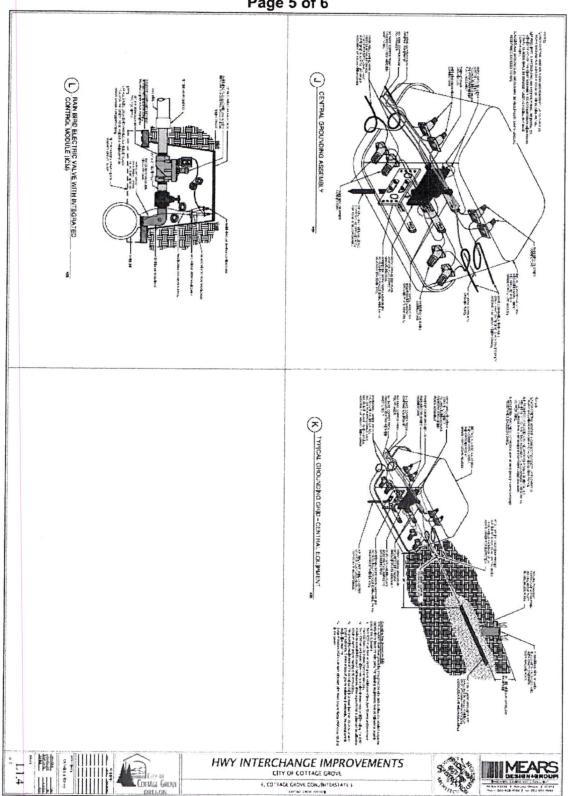
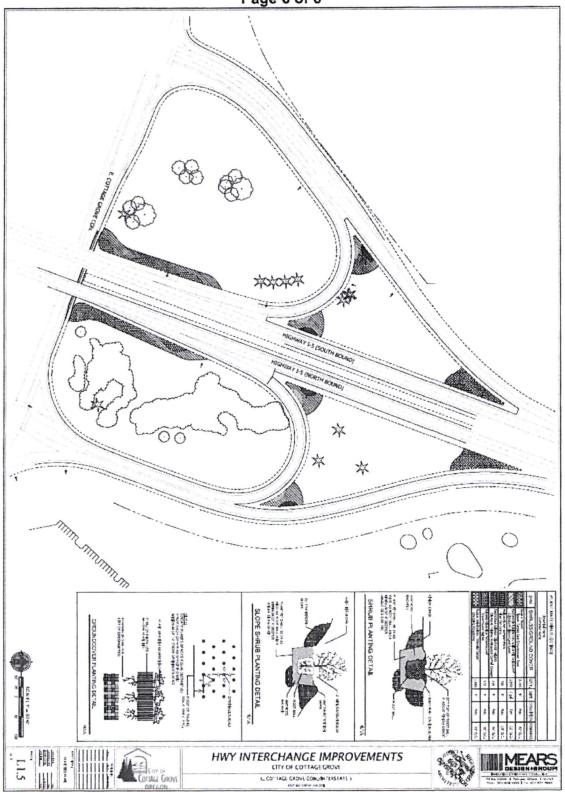
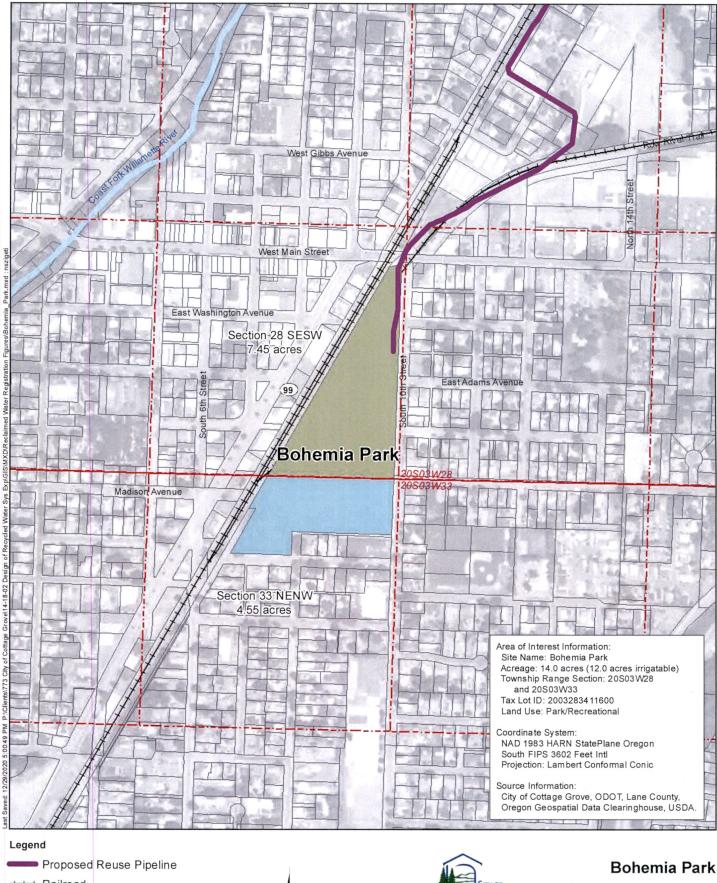


EXHIBIT A Page 6 of 6



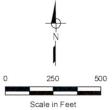


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Quarter-Quarter

Township Range Section

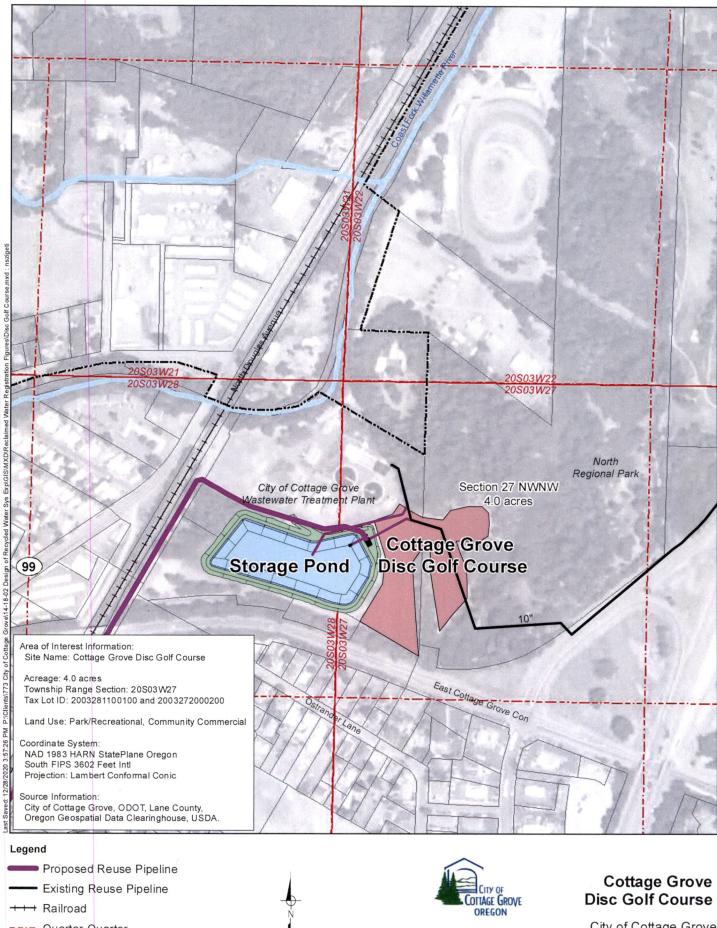
City of Cottage Grove Parcels

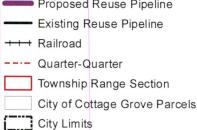


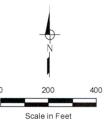


City of Cottage Grove

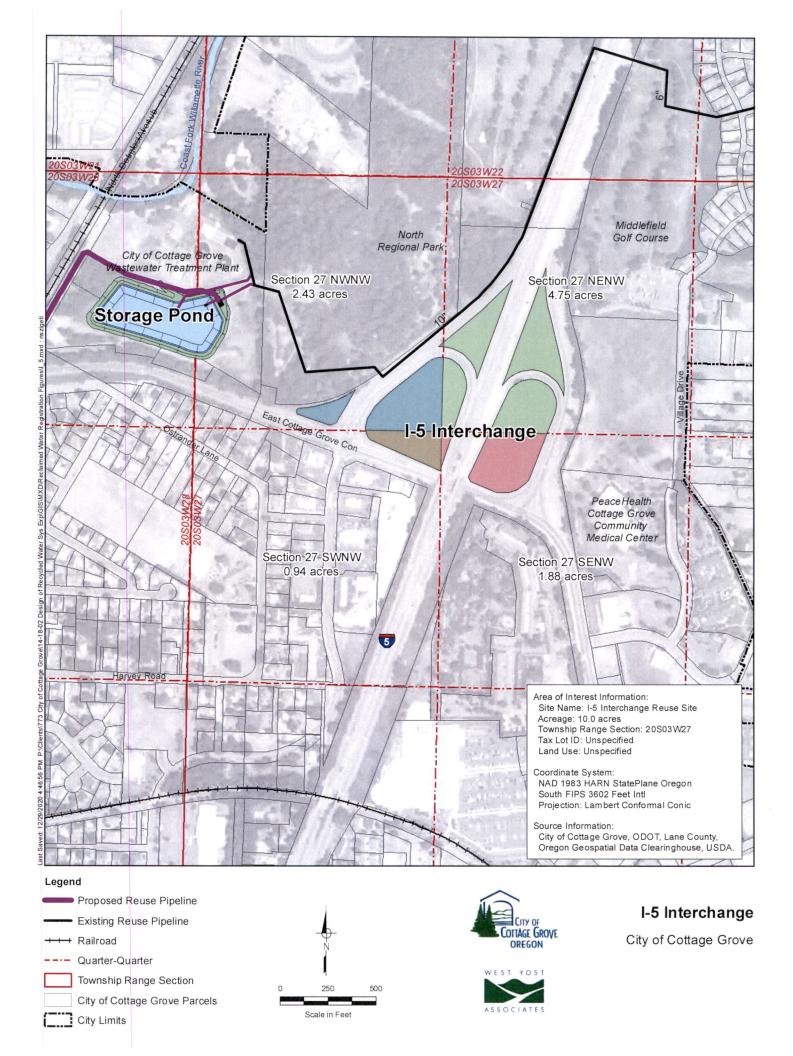


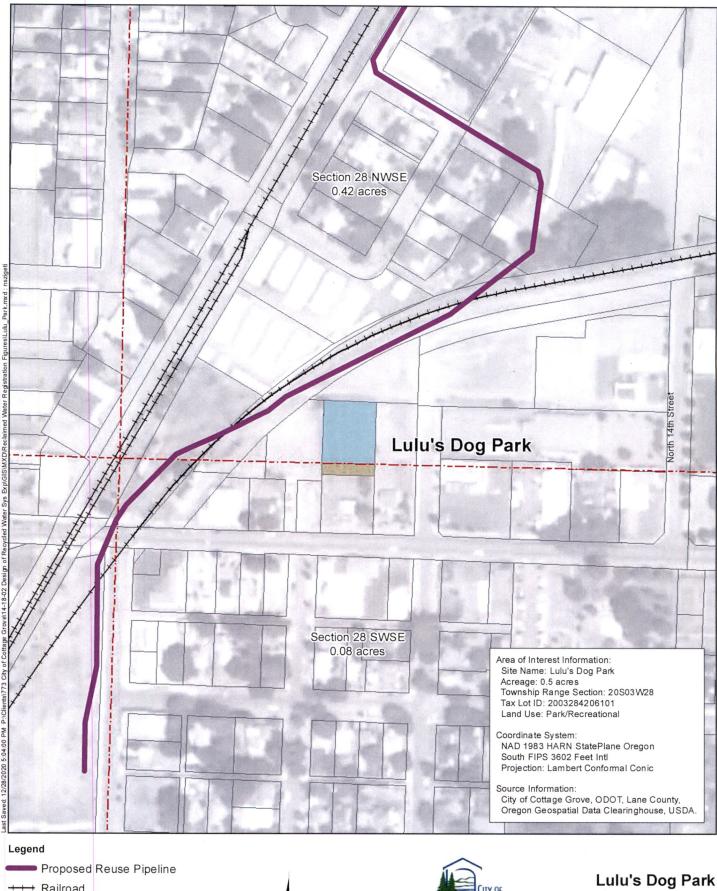










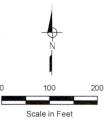


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City of Cottage Grove



