



MYRTLE CREEK CITY COUNCIL  
REGULAR COUNCIL MEETING AGENDA  
MYRTLE CREEK COUNCIL CHAMBER

**AGENDA PACKET 08/15/2023**

*All city public meetings are being digitally recorded for sound and video camera surveillance.*

The City Council of the City of Myrtle Creek will meet on **Tuesday, August 15, 2023 at 5:30 PM** in the Myrtle Creek Council Chamber, 207 NW Pleasant Street, Myrtle Creek, Oregon.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired, or for other accommodations for persons with disabilities, should be made at least 48 hours in advance of the meeting to the City Recorder at 541-863-3171.

The City Council reserves the right to add or delete items as needed, change the order of the agenda, and discuss any other business deemed necessary at the time of the study session and or/meeting.

**REGULAR COUNCIL MEETING – 5:30 PM**

*Anyone wishing to speak on an agenda item should complete a Public Comment Form and give it to the City Recorder. Public Comment Forms are located at the entrance to the meeting place. Anyone commenting on a subject not on the agenda will be called upon during the “Citizens Heard on Non-Agenda Items” section of the agenda. Comments pertaining to specific agenda items will be taken at the time the matter is discussed by the City Council.*

**1. Call to Order/Roll Call**

**2. Pledge of Allegiance**

**3. Public Presentations –** *Items that do not require immediate council action, such as presentations, discussions of potential future action items.*

**3.1 South Umpqua School District Update**

**4. Consent Agenda –** *Requires a motion*

*The consent agenda consists of items of a repeating or routine nature considered under a single action. Any Councilor may have an item on the consent agenda removed and considered separately upon request.*

**Consent Agenda Part 1 –** *Requires a motion*

**4.1 Approval of minutes of the Regular City Council Meeting for July 18, 2023**

**Consent Agenda Part 2 – Requires a motion**

4.2 Acknowledge receipt of Payroll & Claims Report for July 2023

**5. Department Reports**

*Items for discussion by the City Administrator and Department Heads as needed.*

5.1 Planning/Community Development Report

5.2 Finance Officer Report

5.3 Police Department Report

5.4 Fire Department Report

5.5 Public Works Report

**6. Regular Agenda**

*Citizens will be provided the opportunity to offer comments on action items after staff has given their report and if there is an applicant, after they have had the opportunity to speak. Action items are expected to result in motions, resolutions, orders, or ordinances.*

6.1 Stevenson Paving Project

6.2 Friends of the Myrtle Creek Library Donation Request

6.3 Council Position for Park Commission

**7. Ordinances & Resolutions**

*Citizens will be provided the opportunity to offer comments on action items after staff has given their report and if there is an applicant, after they have had the opportunity to speak. Action items are expected to result in motions, resolutions, orders, or ordinances.*

7.1 Ordinance No. 853 – FIRST READ – An Ordinance Granting Avista Corporation, D/B/A Avista Utilities, A Washington Corporation, Its Successors And Assigns, The Nonexclusive Right, Privilege, Authority And Franchise To Locate, Construct, Install, Own, Maintain, Repair, Replace, Extend, Operate And Use Facilities In, Upon, Over, Under, Along, And Across The Franchise Area For Purposes Of The Transmission, Distribution And Sale Of Gas.

7.2 Resolution 23-12 – A Resolution Authorizing The City Of Myrtle Creek To Apply For A Department Of Land Conservation And Development Housing Planning Assistance Grant

**8. Citizens Heard on Non-Agenda Items**

**9. City Administrator Report**

**10. Mayor and Councilor – Committee Reports and Councilor Comments**

**11. Executive Session**

*The Myrtle Creek City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session.*

*Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS*

*192.660 but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.*

**12. Adjournment**



# CITY OF MYRTLE CREEK

## REGULAR MEETING OF THE CITY COUNCIL

**DATE:** July 18, 2023

**PLACE:** Council Chambers, 207 NW Pleasant St., Myrtle Creek, Oregon

**PRESIDING OFFICER:** Council President Susan Harris

**COUNCILORS PRESENT:** Councilors: Robert Chaney, Sr., Luke Dillon, Diana Larson, Susan Harris, Bill Burnett

**COUNCILORS ABSENT:** Matthew Hald

A quorum was present throughout the meeting.

**STAFF IN ATTENDANCE:** City Administrator Lonnie Rainville, City Recorder Joanna Bilbrey, Police Chief Jonathan Brewster

**CALL TO ORDER:** Council President Susan Harris called the July 18 , 2023 meeting to order at 5:30 PM

### PUBLIC PRESENTATION

### CONSENT AGENDA

#### Parts I & II

Motion was made by Councilor Burnett and seconded by Councilor Dillon to approve Consent Agenda Parts I & II as presented in the July 18, 2023 council packet. Discussion: None

Vote: Motion passed unanimously.

### DEPARTMENT REPORTS

#### Planning Department

City Administrator Lonnie Rainville submitted the Community Development Department report into record as written.

#### Finance Report

Finance Report submitted into record as written.

## **Police Department**

Police Chief Jonathan Brewster submitted the Police Department Report into record as written.

## **Fire Department**

Fire Department report submitted into record as written.

## **Public Works**

City Administrator Lonnie Rainville submitted the Public Works report into record as written. New signage was requested for the entrance and exit to Evergreen Park.

## **REGULAR AGENDA**

### **On Street Parking of Trailers**

City Administrator Lonnie Rainville shared with City Council that there has been discussion about the number of RV's that are being parked on the streets. Chief Jonathan Brewster spoke to Council regarding on street parking of RV's and City Code. Council suggested that we begin by educating the public. Chief Brewster suggested a letter to the public in the water bills to give the public notice that RV Parking code enforcement is going to be enforced. Suggested that it be announced at the Community Meeting as well.

No motion necessary

### **Modified Cash Accounting**

City Administrator Lonnie Rainville shared with Council the letter from the City Auditor which recommends that the City move to a modified cash accounting style to avoid some of the new requirements by the GASB. The City Administrator and the Finance Officer also met with Business Oregon to verify that the City's ability to receive loans and grants would not be effected by switching the accounting style.

Motion was made by Councilor Burnett to approve the City to move from modified accrual basis of accounting to modified cash accounting. Motion was seconded by Councilor Larson. Discussion: none  
Vote: Motion passed unanimously.

### **Memorial Items Police**

City Administrator Lonnie Rainville shared the Parks Commission recommendation to allow the City to accept memorial benches and other approved items to be placed in the parks.

Motion was made by Councilor Larson to allow donated memorial items to be placed in City parks in accordance with the presented policy. Motion was seconded by Councilor Chaney. Discussion: none  
Vote: Motion passed unanimously.

### **Park Commission Presentation – Cover for Pickleball Court**

Park Commission Vice Chair Linda Connel presented to Council the concept of adding a pavilion cover

over the tennis and pickleball court. The Park Commission voted to move the concept to City Council with the recommendation to allow the City to explore pricing and grants.

Motion was made by Councilor Burnett to approve the initial concept of the Evergreen Park tennis and pickleball court(s) pavilion and allow City staff and the Park Commission to begin design work and develop cost estimates for the project. Motion was seconded by Councilor Larson. Discussion: none  
Vote: Motion passed unanimously.

### **Millsite Park Nature Trail Expansion Concept**

City Administrator Lonnie Rainville shared a concept drawing of an expanded trail through Millsite Park. The concept was accepted by the Park Commission with the recommendation of sending it to Council for further review. Tonight's request is for approval to explore costs and look for available grants.

Motion was made by Councilor Larson to approve the initial concept of the Millsite Park walking path expansion project and allow City Staff to begin design work and develop cost estimates for the project. Motion was seconded by Councilor Dillon. Discussion: The trail expansion will be discussed at the Community meeting for public input.  
Vote: Motion passed unanimously.

### **CITIZENS HEARD ON NON-AGENDA ITEMS**

Julie Sproul spoke to Council to revisit the issue of the rabbits being let go by the Rodeo. Council reviewed a draft letter that will be sent to the Rodeo Board addressing the issue. Consensus from the Council was to send a letter to the Rodeo Board in regards to the rabbits.

### **CITY ADMINISTRATOR REPORT**

City Administrator Lonnie Rainville has started working with Avista on the Franchise Agreement renewal. Our new employee has started, he will be working two days a week in parks and three days a week in public works. The Community page on the City website is being worked on with local attractions and restaurants listed. Aviva Health is having an open house on August 8<sup>th</sup> at the Elks Lodge. House Bill 3395 has passed and expanded to municipalities with 2500 or more residents to allow duplexes in R1 zoning.

### **MAYOR AND COUNCILOR – COMMITTEE REPORTS and COUNCILOR COMMENTS**

Councilor Chaney went to the Sutherlin Throw Down and it was well attended. We have a resident working on bringing something similar to Myrtle Creek. Summer Festival is starting next week on the 27<sup>th</sup>. Reminder that there is only one Council meeting in August on the 15<sup>th</sup>.

### **ADJOURNMENT**

Council President Susan Harris adjourned the regular meeting of the City Council for July 18, 2023 at 6:50 P.M.

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Matthew Hald, Mayor

Attest:

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Joanna Bilbrey  
City Recorder

**CITY OF MYRTLE CREEK  
PAYROLL AND CLAIMS  
JULY ~~ 2023**

<b>FUND #</b>	<b>FUND DESCRIPTION</b>	<b>BILLS</b>	<b>P/R</b>	<b>TOTAL</b>
100	GENERAL FUND	224,440.98	23,728.85	<b>248,169.83</b>
200	SEWER FUND	106,102.19	41,450.01	<b>147,552.20</b>
210	SEWER CONSTRUCTION	131,950.39	-	<b>131,950.39</b>
250	WATER FUND	64,462.15	26,874.60	<b>91,336.75</b>
255	METER DEPOSITS	-	-	-
260	WATER CONSTRUCTION	-	-	-
280	AIRPORT FUND	892.76	-	<b>892.76</b>
300	STREET FUND	21,912.98	11,298.02	<b>33,211.00</b>
430	WWTP REPAY FUND	-	-	-
450	WTP E RES DEBT FUND	-	-	-
500	PARK DEVELOPMENT	2,651.86	-	<b>2,651.86</b>
550	RV PARK	1,131.52	-	<b>1,131.52</b>
580	CAPITAL PROJECTS FUND	-	-	-
<b>TOTAL ALL FUNDS</b>		<b>553,544.83</b>	<b>103,351.48</b>	<b>-</b>
				<b>656,896.31</b>



# Accounts Payable

## Checks by Date - Detail by Check Date

User: lhiscocks  
Printed: 8/3/2023 8:47 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
95063023	050S	UMPQUA BANK-EFTPS (STATE)	07/03/2023	
	95063023	OREGON PAID LEAVE		670.37
	95063023	STATE WH TAXES		4,427.78
	95063023	STATE TRANSIT TAXES		67.04
Total for Check Number 95063023:				5,165.19
Total for 7/3/2023:				5,165.19
94171223	050S	UMPQUA BANK-EFTPS (STATE)	07/12/2023	
	94171223	WORKERS BENEFIT FUND		271.90
Total for Check Number 94171223:				271.90
Total for 7/12/2023:				271.90
99963023	1224	OREGON PERS	07/13/2023	
	99963023	Employer Amount		9,769.11
	99963023	Pickup Amount		3,252.98
Total for Check Number 99963023:				13,022.09
Total for 7/13/2023:				13,022.09
47705	1226	AFLAC INSURANCE	07/14/2023	
		PR Batch 00001.07.2023 AFLAC INS (Pretax)	PR Batch 00001.07.2023 AFL	381.86
		PR Batch 00001.07.2023 AFLAC INS	PR Batch 00001.07.2023 AFL	35.49
Total for Check Number 47705:				417.35
47706	6700 5897	ATLAS COPCO COMPRESSORS LLC WTP	07/14/2023	
				5,091.05
Total for Check Number 47706:				5,091.05
47707	2137	AVISTA UTILITIES	07/14/2023	
	JUNE23	SEWER MAINT		17.51
	JUNE23	POOL		1,372.39
	JUNE23	SEWER MAINT		17.51
	JUNE23	WASTE WATER TREATMENT PLANT		2,350.40
	JUNE23	FIRE		53.28
	JUNE23	PUBLIC WORKS		17.51
	JUNE23	COMMUNITY CENTER		24.97
	JUNE23	PUBLIC BUILDINGS		29.44
Total for Check Number 47707:				3,883.01

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
47708	2288 1828449	C & K MARKET POLICE	07/14/2023	61.98
Total for Check Number 47708:				61.98
47709	1431 0012615063023 0012615063023	CHARTER COMMUNICATIONS Fire Fire	07/14/2023	243.56 99.98
Total for Check Number 47709:				343.54
47710	4455 212409	CHAVES CONSULTING INC. COURTS	07/14/2023	2,129.84
Total for Check Number 47710:				2,129.84
47711	1507 25542	COOPERS PEST CONTROL FIRE	07/14/2023	8.00
Total for Check Number 47711:				8.00
47712	1045 June 2023 June 2023 June 2023 June 2023	DOUGLAS COUNTY FARMERS CO-OP Park Dev Parks WWTP Parks	07/14/2023	356.95 95.99 69.98 76.48
Total for Check Number 47712:				599.40
47713	1422 352	DOUGLAS COUNTY MAIL SUPPORT SERVICES	07/14/2023	532.80
Total for Check Number 47713:				532.80
47714	8688 07012023 07012023 07012023 07012023	DOUGLAS FAST NET TELEPHONE - AIRPORT TELEPHONE - WWTP INTERNET - RV PARK TELEPHONE - WTP	07/14/2023 287200 1234340 287200 1234340	112.49 318.04 122.18 318.05
Total for Check Number 47714:				870.76
47715	1544 618891-1	EMERALD POOL & PATIO Pool	07/14/2023	149.36
Total for Check Number 47715:				149.36
47716	2032 5422	GEORGE'S HEATING & AIR CONDITIO FIRE	07/14/2023	237.00
Total for Check Number 47716:				237.00
47717	5701 CL81829 CL81829 CL81829 CL81829 CL81829	HAYS OIL COMPANY SEWER TREATMENT SUPPORT SERVICES PUBLIC WORKS FIRE PARKS	07/14/2023	152.30 48.58 663.28 362.68 238.17
Total for Check Number 47717:				1,465.01
47718	4558	I.B.E.W. LOCAL UNION 659	07/14/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		PR Batch 00001.07.2023 Union Dues	PR Batch 00001.07.2023 Unio	320.05
			Total for Check Number 47718:	320.05
47719	2351	LES SCHWAB	07/14/2023	
	76500232603	STREETS		381.43
	76500232603	WATER MAINT		381.42
	76500232603	SEWER MAINT		381.43
			Total for Check Number 47719:	1,144.28
47720	1039	MSK BUILDING SUPPLY	07/14/2023	
	JUNE 23	FIRE		82.47
	JUNE 23	WATER MAINT		16.99
	JUNE 23	WATER MAINT		8.99
	JUNE 23	RV PARK		27.97
	JUNE 23	AIRPORT		64.20
	JUNE 23	WASTE WATER TREATMENT PLANT		98.79
	JUNE 23	SUPPORT SERVICES		24.99
	JUNE 23	SEWER MAINT		12.99
	JUNE 23	PUBLIC WORKS		3.40
	JUNE 23	PARK DEV		1,522.65
	JUNE 23	POOL		1.18
	JUNE 23	POLICE		12.49
	JUNE 23	PARKS		260.61
			Total for Check Number 47720:	2,137.72
47721	1119	MYRTLE CREEK SAW SHOP	07/14/2023	
	344687	PARKS		76.50
	344868	AIRPORT		99.99
	345043	PARKS		25.00
	346379	PARKS		15.99
	346460	PARKS		5.00
	346479	STREETS		18.99
			Total for Check Number 47721:	241.47
47722	1089	NAPA AUTO PARTS	07/14/2023	
	1191738	Parks		12.69
	1201530	SM		95.88
	1202067	PW		189.99
	1207909	WWTP		2.31
			Total for Check Number 47722:	300.87
47723	2716	OCCU HEALTH	07/14/2023	
	22117	SM		35.00
			Total for Check Number 47723:	35.00
47724	1833	ONE CALL CONCEPTS, INC	07/14/2023	
	3060435	SM		11.90
	3060435	WM		11.90
			Total for Check Number 47724:	23.80
47725	1228	OREGON DEPT OF JUSTICE	07/14/2023	
		PR Batch 00001.07.2023 Child Support	PR Batch 00001.07.2023 Chil	225.00
			Total for Check Number 47725:	225.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
47726	1251	OREGON LINEN	07/14/2023	
	042686	PUBLIC BUILDINGS		32.76
	942669	WASTE WATER TREATMENT PLANT		9.59
	942684	FIRE		49.68
	948231	WASTE WATER TREATMENT PLANT		97.59
	948248	SUPPORT SERVICES		39.15
	948249	POLICE		32.57
	953817	WASTE WATER TREATMENT PLANT		9.59
	953832	FIRE		49.68
	953834	SUPPORT SERVICES		32.76
	959366	WASTE WATER TREATMENT PLANT		9.59
	959383	SUPPORT SERVICES		39.15
	959384	POLICE		32.57
Total for Check Number 47726:				434.68
47727	8820	PURE WATER AQUATICS	07/14/2023	
	5133	POOL		2,316.00
Total for Check Number 47727:				2,316.00
47728	7178	JOHN RAINES	07/14/2023	
	06292023	WATER TREATMENT PLANT		62.50
Total for Check Number 47728:				62.50
47729	1283	CITY OF ROSEBURG	07/14/2023	
	July 2023	CONTRACTUAL SVCS-COURT	Judge Services	1,175.00
	July 2023	TRAVEL EXPENSE	Judge Services	75.00
Total for Check Number 47729:				1,250.00
47730	1175	SHIRTCLIFF OIL COMPANY	07/14/2023	
	jUNE2023	PARKS		221.40
	jUNE2023	RV PARK		69.60
	jUNE2023	WASTE WATER TREATMENT PLANT		1,181.99
	jUNE2023	PUBLIC WORKS		222.85
	jUNE2023	AIRPORT		58.50
Total for Check Number 47730:				1,754.34
47731	1341	SOUTH UMPQUA DISPOSAL	07/14/2023	
	JUNE 23	FIRE		100.60
	JUNE 23	CITY HALL/POLICE		131.10
	JUNE 23	AIRPORT		41.10
	JUNE 23	COMM CENTER		100.60
	JUNE 23	CITY SHOPS		126.00
	JUNE 23	WASTE WATER TREATMENT PLANT		166.75
	JUNE 23	RV PARK		338.50
	JUNE 23	WATER PLANT		126.00
Total for Check Number 47731:				1,130.65
47732	2305	SPRINGBROOK HOLDING COMPANY	07/14/2023	
	013750	Sewer Maint		423.50
	013750	Streets		23.10
	013750	Water Maint		323.40
Total for Check Number 47732:				770.00
47733	0409	STAPLES	07/14/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	8070809104	SUPPORT SERVICES		42.08
			Total for Check Number 47733:	42.08
47734	1276 INV0041716	SUNRISE ENTERPRISES of ROSEBURG PB	07/14/2023	1,203.37
			Total for Check Number 47734:	1,203.37
47735	8832 8793 8793 8793 8793 8819 8819	SYSTECH WASTE WATER TREATMENT PLANT SUPPORT SERVICES WATER TREATMENT PLANT RV PARK POLICE SUPPORT SERVICES	07/14/2023	182.50 1,167.90 182.50 50.00 204.99 524.98
			Total for Check Number 47735:	2,312.87
47736	3312 J000869	The Automation Group WASTE WATER TREATMENT PLANT	07/14/2023	26,833.80
			Total for Check Number 47736:	26,833.80
47737	1220	U S NATIONAL BANK PR Batch 00001.07.2023 Police Union Dues	07/14/2023 PR Batch 00001.07.2023 Poli	200.00
			Total for Check Number 47737:	200.00
47738	2364 2024-05 2024-05	UBOS WTP WWTP	07/14/2023	15.00 15.00
			Total for Check Number 47738:	30.00
47739	1200 M071122	UMPQUA RESEARCH COMPANY WASTE WATER TREATMENT PLANT	07/14/2023	55.80
			Total for Check Number 47739:	55.80
47741	1648 00069277	USA BLUE BOOK WASTE WATER TREATMENT PLANT	07/14/2023	119.11
			Total for Check Number 47741:	119.11
47742	5421 ReimbHandyman H	JEREMY WILLIAMS Parks	07/14/2023	39.07
			Total for Check Number 47742:	39.07
88871423	1832 8887323 888871523	NATIONWIDE RETIREMENT SOLUTIO PR Employee 457B Plan PR Employee 457B Plan	07/14/2023 25992001 25992001	1,275.00 1,275.00
			Total for Check Number 88871423:	2,550.00
94171523	050F 94171523 94171523 94171523	UMPQUA BANK-EFTPS (FED) Medicare Taxes Federal WH Taxes FICA Taxes	07/14/2023	1,936.34 5,261.66 8,279.66
			Total for Check Number 94171523:	15,477.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
888714202	8430 CL33829	SNIDER ENERGY / PACIFIC PRIDE POLICE	07/14/2023	523.93
Total for Check Number 888714202:				523.93
Total for 7/14/2023:				77,323.15
7162023	RV385 07162023	FIREFLY RESERVATIONS RV	07/17/2023	377.50
Total for Check Number 7162023:				377.50
10150447	8657 Q2 2023 Q2 2023 Q2 2023 Q2 2023 Q2 2023 Q2 2023 Q2 2023 Q2 2023 Q2 2023 Q2 2023	SAIF CORPORATION FIRE SEWER MAINT STREETS POOL SUPPORT SERVICES POLICE PARKS WATER TRETMENT SEWER TRETMENT WATER MAINT	07/17/2023	329.43 977.68 864.79 316.40 366.59 2,637.95 1,212.44 598.91 676.95 505.82
Total for Check Number 10150447:				8,486.96
88873825	4529 88873825	HRA VEBA TRUST HRA/VEBA	07/17/2023	3,825.00
Total for Check Number 88873825:				3,825.00
95071523	050S 95071523 95071523 95071523	UMPQUA BANK-EFTPS (STATE) OREGON PAID LEAVE STATE TRANSIT TAXES STATE WH TAXES	07/17/2023	655.49 65.54 4,383.30
Total for Check Number 95071523:				5,104.33
888007172	8430 CL32469	SNIDER ENERGY / PACIFIC PRIDE POLICE	07/17/2023	362.83
Total for Check Number 888007172:				362.83
Total for 7/17/2023:				18,156.62
86861	2855 86861 86861 86861	BMS TECHNOLOGIES POSTAGE & ENVELOPES - SEWER MT POSTAGE & ENVELOPES - WATER MT POSTAGE & ENVELOPES - STREETS	07/20/2023	487.34 372.15 26.58
Total for Check Number 86861:				886.07
94172023	050F 94172023	UMPQUA BANK-EFTPS (FED) Federal WH Taxes	07/20/2023	40.63
Total for Check Number 94172023:				40.63
Total for 7/20/2023:				926.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
88872123	1449	CARD MEMBER SERVICES	07/21/2023	
	88872123	SUPPORT SERVICES		161.17
	88872123	PARKS		10.00
	88872123	PARKS		1,406.08
	88872123	POLICE		91.32
	88872123	RV DEVELOPMENT		51.43
	88872123	POOL		883.39
	88872123	POLICE		1,027.45
	88872123	SUPPORT SERVICES		25.98
	88872123	WASTE WATER TREATMENT PLANT		99.58
	88872123	POLICE		71.53
	88872123	POLICE		933.70
Total for Check Number 88872123:				4,761.63
Total for 7/21/2023:				4,761.63
88872523	1097	AT&T MOBILITY	07/25/2023	
	X07112023	POLICE		344.26
	X07112023	PUBLIC WORKS		85.64
Total for Check Number 88872523:				429.90
Total for 7/25/2023:				429.90
47743	4561	ADVANTAGE SECURITY LLC	07/27/2023	
	7843477	WASTE WATER TREATMENT PLANT		39.85
	7843477	WATER TREATMENT PLANT		48.25
Total for Check Number 47743:				88.10
47744	1236	APEX ACE HOME CENTER	07/27/2023	
	354236	PARKS		28.99
Total for Check Number 47744:				28.99
47745	1818	C & S FIRE SAFE SERVICES	07/27/2023	
	12469232	PB		148.90
Total for Check Number 47745:				148.90
47746	1311	CASCADE COLUMBIA DIST CO	07/27/2023	
	871203	WATER TREATMENT PLANT		7,486.29
Total for Check Number 47746:				7,486.29
47747	099W	CITY OF MC - WATER BILLS	07/27/2023	
	June 23	WATER & SEWER - PUB WORKS	871	127.33
	June 23	WATER & SEWER - POOL	108	81.06
	June 23	WATER & SEWER - PARKS	PARKS	1,335.54
	June 23	WATER & SEWER - WWTP	875, 875-001	128.16
	June 23	WATER & SEWER - PUB BLDGS	2, 1	254.66
	June 23	WATER & SEWER - LIBRARY	502	134.48
	June 23	WATER & SEWER - FIRE	1135	136.83
	June 23	WATER & SEWER - COMM CTR	77	132.83
Total for Check Number 47747:				2,330.89

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
47748	1515	CityCounty Insurance Services	07/27/2023	
	2024	WATER MAINT		14,392.38
	2024	STREETS		18,050.45
	2024	WATER PLANT		22,128.30
	2024	SEWER PLANT		36,180.85
	2024	SEWER MAINT		21,368.70
	2024	SUPPORT SERVICES		87,773.56
Total for Check Number 47748:				199,894.24
47749	7980	CTX - Copytronix - A Xerox Company	07/27/2023	
	IN3568792	COPY EXPENSE - SUPPORT SERVICE		84.80
	IN3568792	COPY EXPENSE - PB		22.24
	IN3568792	COPY EXPENSE - POOL		5.18
	IN3568792	COPY EXPENSE - Park Dev		1.60
	IN3568792	COPY EXPENSE - WATER MAINT		2.26
	IN3568792	COPY EXPENSE - WWTP		1.00
	IN3568792	COPY EXPENSE - Fire		0.06
	IN3568792	COPY EXPENSE - POLICE		3.48
	IN3568792	COPY EXPENSE - PUB WORKS		8.00
Total for Check Number 47749:				128.62
47750	1125	DOLE COALWELL	07/27/2023	
	81873	Court		1,227.60
Total for Check Number 47750:				1,227.60
47751	1504	DON JONES AUTOMOTIVE	07/27/2023	
	2023321	POLICE		802.50
Total for Check Number 47751:				802.50
47752	1940	DOUGLAS CO SHERIFF'S OFFICE	07/27/2023	
	DCSO-FY23-12 MC	POLICE		881.55
Total for Check Number 47752:				881.55
47753	1494	THE DYER PARTNERSHIP ENGINEERS	07/27/2023	
	30144	STREETS		630.00
	30145	SEWER CONSTRUCTION		2,945.73
Total for Check Number 47753:				3,575.73
47754	1544	EMERALD POOL & PATIO	07/27/2023	
	620834-1	Pool		90.42
Total for Check Number 47754:				90.42
47755	1583	FERGUSON WATERWORKS #3011	07/27/2023	
	1213039	WATER MAINT		5,130.00
Total for Check Number 47755:				5,130.00
47756	8833	FRESH AIRE OFFICE FRAGRANCING C	07/27/2023	
	12-31119	SUPPORT SERVICES		44.00
Total for Check Number 47756:				44.00
47757	5701	HAYS OIL COMPANY	07/27/2023	
	CL82560	SS		46.53
	CL82560	Fire		86.98



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	CL82560	Parks		197.01
	CL82560	PW		515.16
Total for Check Number 47757:				845.68
47758	6590	HOME DEPOT PRO formerly Supply Wor	07/27/2023	
	753830488	PB		103.77
	753830488	Parks		207.53
	753830488	RV Park		103.77
Total for Check Number 47758:				415.07
47759	8331	INTERNATIONAL INSTITUTE OF MUN	07/27/2023	
	41264	SUPPORT SERVICES		185.00
Total for Check Number 47759:				185.00
47760	2205	LASKEY-CLIFTON CORPORATION	07/27/2023	
	7	SEWER CONSTRUCTION		129,004.66
Total for Check Number 47760:				129,004.66
47761	4628	LOCAL GOVERNMENT LAW GROUP P	07/27/2023	
	66649	SUPPORT SERVICES		387.00
Total for Check Number 47761:				387.00
47762	UB*00327	KATHERINE & JOSEPH MC CLAIN	07/27/2023	
		Refund Check 005848-000, 1397 NE LISA WAY		82.42
		Refund Check 005848-000, 1397 NE LISA WAY		40.22
		Refund Check 005848-000, 1397 NE LISA WAY		2.36
Total for Check Number 47762:				125.00
47763	1116	MYRTLE CREEK AUTO SUPPLY	07/27/2023	
	6560	POLICE		15.74
Total for Check Number 47763:				15.74
47764	1037	MYRTLE CREEK LIONS CLUB	07/27/2023	
	2023	SUPPORT SERVICES		160.00
Total for Check Number 47764:				160.00
47765	1147	PACIFIC POWER & LIGHT	07/27/2023	
	JULY2023	STREETS		1,599.02
	JULY2023	SPRINGBROOK		136.58
	JULY2023	WATER PLANT		6,304.18
	JULY2023	LIBRARY		216.80
	JULY2023	SEWER MAINT		292.69
	JULY2023	COMMUNITY CENTER		146.65
	JULY2023	PUBLIC BUILDINGS		649.83
	JULY2023	POOL		1,154.55
	JULY2023	PARKS		1,407.04
	JULY2023	FIRE		767.74
	JULY2023	SEWER PLANT		11,930.35
	JULY2023	PUBLIC WORKS		77.95
	JULY2023	AIRPORT		471.48
Total for Check Number 47765:				25,154.86
47766	0216	PACWEST MACHINERY	07/27/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10332416	PUBLIC WORKS		673.12
			Total for Check Number 47766:	673.12
47767	1058 4F13036	PLATT ELECTRIC SUPPLY RV Park	07/27/2023	77.30
			Total for Check Number 47767:	77.30
47768	7178 5382548	JOHN RAINES WTP	07/27/2023	104.00
			Total for Check Number 47768:	104.00
47769	3331 MCPD2023-1	ROSEBURG ROD & GUN CLUB POLICE	07/27/2023	400.00
			Total for Check Number 47769:	400.00
47770	2283 12212645SC	ROTO-ROOTER OF DOUGLAS COUNT AIRPORT	07/27/2023	45.00
			Total for Check Number 47770:	45.00
47771	0409 8070938946	STAPLES	07/27/2023	137.93
			Total for Check Number 47771:	137.93
47772	3530 July 2023	STAPLES WWTP	07/27/2023	79.96
			Total for Check Number 47772:	79.96
47773	1238 061168 061169	TRAFFIC SAFETY SUPPLY STREETS STREETS	07/27/2023	114.18 157.65
			Total for Check Number 47773:	271.83
47774	1200 M071203 M071225 M071257 M071332	UMPQUA RESEARCH COMPANY WASTE WATER TREATMENT PLANT WASTE WAER TREATMENT PLANT WASTE WATER TREATMENT PLANT WASTE WATER TREATMENT PLANT	07/27/2023	55.80 148.00 55.80 55.80
			Total for Check Number 47774:	315.40
47775	8650 7176 7177	UMPQUA VALLEY FINANCIAL, LLC SUPPORT SERVICES SUPPORT SERVICES	07/27/2023	3,000.00 1,000.00
			Total for Check Number 47775:	4,000.00
47776	4598 1038468	UMPQUA VALLEY TRACTOR PARKS	07/27/2023	69.31
			Total for Check Number 47776:	69.31
47777	7979 JULY 23 JULY 23	US BANK EQUIPMENT FINANCE COPIER EXPENSE - SUPP SVCS COPIER EXPENSE - FIRE	07/27/2023	207.72 69.25

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 47777:				276.97
47778	4045	VERIZON WIRELESS	07/27/2023	
	9939545816	PUBLIC WORKS		62.08
	9939545817	FIRE		80.71
Total for Check Number 47778:				142.79
47779	1687	ZIPLY FIBER	07/27/2023	
	JUNE23	Springbrook Plant		10.75
	JUNE23	FIRE		7.13
	JUNE23	SUPPORT SERVICES		90.92
Total for Check Number 47779:				108.80
99971523	1224	OREGON PERS	07/27/2023	
	99971523	Employer Amount		11,152.16
	99971523	Pickup Amount		3,366.09
Total for Check Number 99971523:				14,518.25
999061523	1224	OREGON PERS	07/27/2023	
	999061523	Employer Amount		9,035.13
	999061523	Pickup Amount		3,043.46
Total for Check Number 999061523:				12,078.59
Total for 7/27/2023:				411,450.09
88872023	8430	SNIDER ENERGY / PACIFIC PRIDE	07/31/2023	
	CL35308	POLICE		553.52
	cl36198	POLICE		81.72
	CL37004	POLICE		432.65
Total for Check Number 88872023:				1,067.89
88872723	2273	LOWE'S BUSINESS ACCOUNT	07/31/2023	
	8887272023	PARK DEV		186.77
Total for Check Number 88872723:				186.77
88873123	1832	NATIONWIDE RETIREMENT SOLUTIO	07/31/2023	
	july 2023	PR Employee 457B Plan	25992001	1,275.00
Total for Check Number 88873123:				1,275.00
94173123	050F	UMPQUA BANK-EFTPS (FED)	07/31/2023	
	94173123	Federal WH Taxes		5,795.42
	94173123	FICA Taxes		9,240.44
	94173123	Medicare Taxes		2,161.08
Total for Check Number 94173123:				17,196.94
777312023	050V	UMPQUA BANK/VISA FEES	07/31/2023	
	July 23			166.35
	July 23			44.43
	July 23			166.35
	July 23			814.61
	July 23			622.06
	July 23			406.97

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 777312023:				2,220.77
Total for 7/31/2023:				21,947.37
Report Total (96 checks):				553,454.64



# **Community Development Department Monthly Report**

**August 15, 2023**

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## **July General Planning Statistics:**

**1 Sign Permit**

**1 Planning Clearance**

**Accessory Building**

## **Significant Planning Activities:**

### **Klimback Ln Sub-Division**

The final plan from Pacific Power was accepted. The contractor is staging to begin installation of electrical services in the subdivision.

### **Tessia's Hill Estates Sub-Division**

Knife River continues to make significant progress on the excavation work for the new sub-division. They are continuing with cut and fill of the property. Utility installation has begun. Sewer main lines and manholes are being installed. Water line and storm line are staged on site.

### **Code Amendment to comply with HB 3395**

Began reviewing existing codes to determine what will need to be amended to comply with the requirements outlined in HB 3395. Identified there will need to be amendment also made to the City's Comprehensive plan.

Communicating with DLCD to pursue funding to support the work needed to meet the requirements of HB 3395. Currently working on budget and completing grant application to submit to DLCD.

## Budget Status

User: Ihiscocks  
 Printed: 8/9/2023 - 1:49 PM  
 Period: 1, 2024

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Available	% Available
Fund 100	GENERAL FUND						
Dept 100-0000 R1							
	R1 Sub Totals:	4,220,556.00	101,355.26	101,355.26	4,119,200.74	4,119,200.74	97.60
	Revenue Sub Totals:	4,220,556.00	101,355.26	101,355.26	4,119,200.74	4,119,200.74	97.60
	Dept 0000 Sub Totals:	-4,220,556.00	-101,355.26	-101,355.26	-4,119,200.74		
Dept 100-0100	FIRE DEPT						
05	PERSONNEL SERVICES						
	05 Sub Totals:	53,600.00	-13,248.38	-13,248.38	66,848.38	66,848.38	124.72
06	MATERIALS & SERVICES						
	06 Sub Totals:	128,910.00	2,435.63	2,435.63	126,474.37	126,474.37	98.11
07	CAPITAL OUTLAY						
	07 Sub Totals:	5,500.00	0.00	0.00	5,500.00	5,500.00	100.00
09	MISCELLANEOUS						
	09 Sub Totals:	45,000.00	0.00	0.00	45,000.00	45,000.00	100.00
	Expense Sub Totals:	233,010.00	-10,812.75	-10,812.75	243,822.75	243,822.75	104.64
	Dept 0100 Sub Totals:	233,010.00	-10,812.75	-10,812.75	243,822.75		
Dept 100-0200	MUNICIPAL COURT						
05	PERSONNEL SERVICES						
	05 Sub Totals:	63,558.00	3,989.25	3,989.25	59,568.75	59,568.75	93.72
06	MATERIALS & SERVICES						
	06 Sub Totals:	87,400.00	4,773.79	4,773.79	82,626.21	82,626.21	94.54
	Expense Sub Totals:	150,958.00	8,763.04	8,763.04	142,194.96	142,194.96	94.20
	Dept 0200 Sub Totals:	150,958.00	8,763.04	8,763.04	142,194.96		
Dept 100-0300	LIBRARY DEPT						
06	MATERIALS & SERVICES						
	06 Sub Totals:	11,100.00	351.28	351.28	10,748.72	10,748.72	96.84
	Expense Sub Totals:	11,100.00	351.28	351.28	10,748.72	10,748.72	96.84
	Dept 0300 Sub Totals:	11,100.00	351.28	351.28	10,748.72		
Dept 100-0500	PARKS DEPT						
05	PERSONNEL SERVICES						
	05 Sub Totals:	164,356.00	11,163.01	11,163.01	153,192.99	153,192.99	93.21
06	MATERIALS & SERVICES						
	06 Sub Totals:	61,050.00	5,728.40	5,728.40	55,321.60	55,321.60	90.62
09	MISCELLANEOUS						
	09 Sub Totals:	5,000.00	0.00	0.00	5,000.00	5,000.00	100.00
	Expense Sub Totals:	230,406.00	16,891.41	16,891.41	213,514.59	213,514.59	92.67
	Dept 0500 Sub Totals:	230,406.00	16,891.41	16,891.41	213,514.59		

Dept	100-0510	COMMUNITY CENTER					
06		MATERIALS & SERVICES					
		06 Sub Totals:	10,350.00	405.05	405.05	9,944.95	96.09
		Expense Sub Totals:	10,350.00	405.05	405.05	9,944.95	96.09
		Dept 0510 Sub Totals:	10,350.00	405.05	405.05	9,944.95	
Dept	100-0550	GENERAL EQUIPMENT					
07		CAPITAL OUTLAY					
		07 Sub Totals:	5,000.00	0.00	0.00	5,000.00	100.00
		Expense Sub Totals:	5,000.00	0.00	0.00	5,000.00	100.00
		Dept 0550 Sub Totals:	5,000.00	0.00	0.00	5,000.00	
Dept	100-0600	SWIM POOL					
05		PERSONNEL SERVICES					
		05 Sub Totals:	66,940.00	22,549.22	22,549.22	44,390.78	66.31
06		MATERIALS & SERVICES					
		06 Sub Totals:	23,500.00	6,053.53	6,053.53	17,446.47	74.24
07		CAPITAL OUTLAY					
		07 Sub Totals:	0.00	0.00	0.00	0.00	0.00
		Expense Sub Totals:	90,440.00	28,602.75	28,602.75	61,837.25	68.37
		Dept 0600 Sub Totals:	90,440.00	28,602.75	28,602.75	61,837.25	
Dept	100-0700	POLICE DEPT					
05		PERSONNEL SERVICES					
		05 Sub Totals:	953,655.00	68,618.14	68,618.14	885,036.86	92.80
06		MATERIALS & SERVICES					
		06 Sub Totals:	160,040.00	6,870.78	6,870.78	153,169.22	95.71
07		CAPITAL OUTLAY					
		07 Sub Totals:	0.00	0.00	0.00	0.00	0.00
09		MISCELLANEOUS					
		09 Sub Totals:	0.00	0.00	0.00	0.00	0.00
		Expense Sub Totals:	1,113,695.00	75,488.92	75,488.92	1,038,206.08	93.22
		Dept 0700 Sub Totals:	1,113,695.00	75,488.92	75,488.92	1,038,206.08	
Dept	100-0900	PUBLIC BUILDINGS					
05		PERSONNEL SERVICES					
		05 Sub Totals:	56,093.00	4,614.82	4,614.82	51,478.18	91.77
06		MATERIALS & SERVICES					
		06 Sub Totals:	43,400.00	2,576.07	2,576.07	40,823.93	94.06
07		CAPITAL OUTLAY					
		07 Sub Totals:	3,000.00	0.00	0.00	3,000.00	100.00
		Expense Sub Totals:	102,493.00	7,190.89	7,190.89	95,302.11	92.98
		Dept 0900 Sub Totals:	102,493.00	7,190.89	7,190.89	95,302.11	
Dept	100-1000	PUBLIC WKS/SHOP					
06		MATERIALS & SERVICES					
		06 Sub Totals:	35,500.00	2,772.31	2,772.31	32,727.69	92.19
		Expense Sub Totals:	35,500.00	2,772.31	2,772.31	32,727.69	92.19
		Dept 1000 Sub Totals:	35,500.00	2,772.31	2,772.31	32,727.69	

Dept	100-1100	SUPPORT SERVICES					
05		PERSONNEL SERVICES					
		05 Sub Totals:	400,139.00	32,143.32	32,143.32	367,995.68	91.97
06		MATERIALS & SERVICES					
		06 Sub Totals:	219,046.00	95,923.35	95,923.35	123,122.65	56.21
07		CAPITAL OUTLAY					
		07 Sub Totals:	318,000.00	0.00	0.00	318,000.00	100.00
09		MISCELLANEOUS					
		09 Sub Totals:	1,300,419.00	0.00	0.00	1,300,419.00	100.00
		Dept 1100 Sub Totals:	2,237,604.00	128,066.67	128,066.67	2,109,537.33	
		<b>Fund Revenue Sub Totals:</b>	<b>4,220,556.00</b>	<b>101,355.26</b>	<b>101,355.26</b>	<b>4,119,200.74</b>	<b>97.60</b>
		<b>Fund Expense Sub Totals:</b>	<b>4,220,556.00</b>	<b>257,719.57</b>	<b>257,719.57</b>	<b>3,962,836.43</b>	<b>93.89</b>
		<b>Fund 100 Sub Totals:</b>	<b>0.00</b>	<b>156,364.31</b>	<b>156,364.31</b>	<b>-156,364.31</b>	
Fund	150	PUBLIC SAFETY FEE					
Dept	150-0000						
R1							
150-0000-45001		PUBLIC SAFETY FEE	77,544.00	152.61	152.61	77,391.39	99.80
		R1 Sub Totals:	77,544.00	152.61	152.61	77,391.39	99.80
		Revenue Sub Totals:	77,544.00	152.61	152.61	77,391.39	99.80
		Dept 0000 Sub Totals:	-77,544.00	-152.61	-152.61	-77,391.39	
Dept	150-1500						
06		MATERIALS & SERVICES					
		06 Sub Totals:	35,000.00	0.00	0.00	35,000.00	100.00
07		CAPITAL OUTLAY					
		07 Sub Totals:	7,544.00	0.00	0.00	7,544.00	100.00
09		MISCELLANEOUS					
		09 Sub Totals:	35,000.00	0.00	0.00	35,000.00	100.00
		Dept 1500 Sub Totals:	77,544.00	0.00	0.00	77,544.00	
		<b>Fund Revenue Sub Totals:</b>	<b>77,544.00</b>	<b>152.61</b>	<b>152.61</b>	<b>77,391.39</b>	<b>99.80</b>
		<b>Fund Expense Sub Totals:</b>	<b>77,544.00</b>	<b>0.00</b>	<b>0.00</b>	<b>77,544.00</b>	<b>100.00</b>
		<b>Fund 150 Sub Totals:</b>	<b>0.00</b>	<b>-152.61</b>	<b>-152.61</b>	<b>152.61</b>	
Fund	200	SEWER FUND					
Dept	200-0000						
R1							
		R1 Sub Totals:	2,348,850.00	146,269.62	146,269.62	2,202,580.38	93.77
		Revenue Sub Totals:	2,348,850.00	146,269.62	146,269.62	2,202,580.38	93.77
		Dept 0000 Sub Totals:	-2,348,850.00	-146,269.62	-146,269.62	-2,202,580.38	
Dept	200-2000	SEWER MAINT					
05		PERSONNEL SERVICES					
		05 Sub Totals:	194,931.00	16,934.76	16,934.76	177,996.24	91.31
06		MATERIALS & SERVICES					
		06 Sub Totals:	224,045.00	23,959.06	23,959.06	200,085.94	89.31
07		CAPITAL OUTLAY					
		07 Sub Totals:	30,000.00	0.00	0.00	30,000.00	100.00
		Expense Sub Totals:	448,976.00	40,893.82	40,893.82	408,082.18	90.89
		Dept 2000 Sub Totals:	448,976.00	40,893.82	40,893.82	408,082.18	



Dept	200-2100	SEWER PLANT					
05		PERSONNEL SERVICES					
		05 Sub Totals:	340,896.00	25,696.36	25,696.36	315,199.64	92.46
06		MATERIALS & SERVICES					
		06 Sub Totals:	438,526.00	53,614.48	53,614.48	384,911.52	87.77
07		CAPITAL OUTLAY					
		07 Sub Totals:	170,000.00	26,833.80	26,833.80	143,166.20	84.22
		Expense Sub Totals:	949,422.00	106,144.64	106,144.64	843,277.36	88.82
		Dept 2100 Sub Totals:	949,422.00	106,144.64	106,144.64	843,277.36	
Dept 09	200-9000	MISCELLANEOUS					
		MISCELLANEOUS					
		09 Sub Totals:	950,452.00	0.00	0.00	950,452.00	100.00
		Dept 9000 Sub Totals:	950,452.00	0.00	0.00	950,452.00	
		<b>Fund Revenue Sub Totals:</b>	<b>2,348,850.00</b>	<b>146,269.62</b>	<b>146,269.62</b>	<b>2,202,580.38</b>	<b>93.77</b>
		<b>Fund Expense Sub Totals:</b>	<b>2,348,850.00</b>	<b>147,038.46</b>	<b>147,038.46</b>	<b>2,201,811.54</b>	<b>93.74</b>
		<b>Fund 200 Sub Totals:</b>	<b>0.00</b>	<b>768.84</b>	<b>768.84</b>	<b>-768.84</b>	
Fund	210	SEWER CONSTRUCTION					
Dept R1	210-0000						
		R1 Sub Totals:	1,940,554.00	7,158.35	7,158.35	1,933,395.65	99.63
		Revenue Sub Totals:	1,940,554.00	7,158.35	7,158.35	1,933,395.65	99.63
		Dept 0000 Sub Totals:	-1,940,554.00	-7,158.35	-7,158.35	-1,933,395.65	
Dept	210-2200	SEWER CONSTRUCTION					
07		CAPITAL OUTLAY					
		07 Sub Totals:	1,300,000.00	131,950.39	131,950.39	1,168,049.61	89.85
09		MISCELLANEOUS					
		09 Sub Totals:	640,554.00	0.00	0.00	640,554.00	100.00
		Dept 2200 Sub Totals:	1,940,554.00	131,950.39	131,950.39	1,808,603.61	
		<b>Fund Revenue Sub Totals:</b>	<b>1,940,554.00</b>	<b>7,158.35</b>	<b>7,158.35</b>	<b>1,933,395.65</b>	<b>99.63</b>
		<b>Fund Expense Sub Totals:</b>	<b>1,940,554.00</b>	<b>131,950.39</b>	<b>131,950.39</b>	<b>1,808,603.61</b>	<b>93.20</b>
		<b>Fund 210 Sub Totals:</b>	<b>0.00</b>	<b>124,792.04</b>	<b>124,792.04</b>	<b>-124,792.04</b>	
Fund	250	WATER FUND					
Dept R1	250-0000						
		R1 Sub Totals:	1,981,500.00	106,098.02	106,098.02	1,875,401.98	94.65
		Revenue Sub Totals:	1,981,500.00	106,098.02	106,098.02	1,875,401.98	94.65
		Dept 0000 Sub Totals:	-1,981,500.00	-106,098.02	-106,098.02	-1,875,401.98	
Dept	250-2300	WATER MAINT					
05		PERSONNEL SERVICES					
		05 Sub Totals:	195,241.00	15,403.12	15,403.12	179,837.88	92.11
06		MATERIALS & SERVICES					
		06 Sub Totals:	217,938.00	16,131.55	16,131.55	201,806.45	92.60
07		CAPITAL OUTLAY					
		07 Sub Totals:	35,000.00	5,130.00	5,130.00	29,870.00	85.34
		Expense Sub Totals:	448,179.00	36,664.67	36,664.67	411,514.33	91.82
		Dept 2300 Sub Totals:	448,179.00	36,664.67	36,664.67	411,514.33	

Dept	250-2500	WATER PLANT					
05		PERSONNEL SERVICES					
		05 Sub Totals:	185,584.00	12,576.21	12,576.21	173,007.79	93.22
06		MATERIALS & SERVICES					
		06 Sub Totals:	215,149.00	41,866.12	41,866.12	173,282.88	80.54
07		CAPITAL OUTLAY					
		07 Sub Totals:	38,000.00	0.00	0.00	38,000.00	100.00
		Expense Sub Totals:	438,733.00	54,442.33	54,442.33	384,290.67	87.59
		Dept 2500 Sub Totals:	438,733.00	54,442.33	54,442.33	384,290.67	
Dept	250-2550	SPRINGBROOK PLANT					
06		MATERIALS & SERVICES					
		06 Sub Totals:	3,875.00	147.33	147.33	3,727.67	96.20
07		CAPITAL OUTLAY					
		07 Sub Totals:	0.00	0.00	0.00	0.00	0.00
		Expense Sub Totals:	3,875.00	147.33	147.33	3,727.67	96.20
		Dept 2550 Sub Totals:	3,875.00	147.33	147.33	3,727.67	
Dept	250-9000	MISCELLANEOUS					
09		MISCELLANEOUS					
		09 Sub Totals:	1,090,713.00	0.00	0.00	1,090,713.00	100.00
		Dept 9000 Sub Totals:	1,090,713.00	0.00	0.00	1,090,713.00	
		<b>Fund Revenue Sub Totals:</b>	<b>1,981,500.00</b>	<b>106,098.02</b>	<b>106,098.02</b>	<b>1,875,401.98</b>	<b>94.65</b>
		<b>Fund Expense Sub Totals:</b>	<b>1,981,500.00</b>	<b>91,254.33</b>	<b>91,254.33</b>	<b>1,890,245.67</b>	<b>95.39</b>
		<b>Fund 250 Sub Totals:</b>	<b>0.00</b>	<b>-14,843.69</b>	<b>-14,843.69</b>	<b>14,843.69</b>	
Fund	255	WATER METER DEPOSITS					
Dept	255-0000						
R1							
		R1 Sub Totals:	0.00	400.00	400.00	-400.00	0.00
		Revenue Sub Totals:	0.00	400.00	400.00	-400.00	0.00
		Dept 0000 Sub Totals:	0.00	-400.00	-400.00	400.00	
Dept	255-2400						
06		MATERIALS & SERVICES					
		06 Sub Totals:	0.00	0.00	0.00	0.00	0.00
		Dept 2400 Sub Totals:	0.00	0.00	0.00	0.00	
		<b>Fund Revenue Sub Totals:</b>	<b>0.00</b>	<b>400.00</b>	<b>400.00</b>	<b>-400.00</b>	<b>0.00</b>
		<b>Fund Expense Sub Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		<b>Fund 255 Sub Totals:</b>	<b>0.00</b>	<b>-400.00</b>	<b>-400.00</b>	<b>400.00</b>	
Fund	260	WATER CONSTRUCTION					
Dept	260-0000						
R1							
		R1 Sub Totals:	2,368,860.00	7,098.70	7,098.70	2,361,761.30	99.70
		Revenue Sub Totals:	2,368,860.00	7,098.70	7,098.70	2,361,761.30	99.70
		Dept 0000 Sub Totals:	-2,368,860.00	-7,098.70	-7,098.70	-2,361,761.30	

Dept	260-2600	WATER CONSTRUCTION					
06		MATERIALS & SERVICES					
		06 Sub Totals:	0.00	0.00	0.00	0.00	0.00
07		CAPITAL OUTLAY					
		07 Sub Totals:	2,368,860.00	0.00	0.00	2,368,860.00	100.00
09		MISCELLANEOUS					
		09 Sub Totals:	0.00	0.00	0.00	0.00	0.00
		Dept 2600 Sub Totals:	2,368,860.00	0.00	0.00	2,368,860.00	
		<b>Fund Revenue Sub Totals:</b>	<b>2,368,860.00</b>	<b>7,098.70</b>	<b>7,098.70</b>	<b>2,361,761.30</b>	<b>99.70</b>
		<b>Fund Expense Sub Totals:</b>	<b>2,368,860.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,368,860.00</b>	<b>100.00</b>
		<b>Fund 260 Sub Totals:</b>	<b>0.00</b>	<b>-7,098.70</b>	<b>-7,098.70</b>	<b>7,098.70</b>	
Fund	280	AIRPORT FUND					
Dept	280-0000						
R1		R1 Sub Totals:	111,253.00	4,174.02	4,174.02	107,078.98	96.25
		Revenue Sub Totals:	111,253.00	4,174.02	4,174.02	107,078.98	96.25
		Dept 0000 Sub Totals:	-111,253.00	-4,174.02	-4,174.02	-107,078.98	
Dept	280-2800	AIRPORT DEPT					
06		MATERIALS & SERVICES					
		06 Sub Totals:	24,100.00	892.76	892.76	23,207.24	96.30
07		CAPITAL OUTLAY					
		07 Sub Totals:	20,000.00	0.00	0.00	20,000.00	100.00
09		MISCELLANEOUS					
		09 Sub Totals:	67,153.00	0.00	0.00	67,153.00	100.00
		Dept 2800 Sub Totals:	111,253.00	892.76	892.76	110,360.24	
		<b>Fund Revenue Sub Totals:</b>	<b>111,253.00</b>	<b>4,174.02</b>	<b>4,174.02</b>	<b>107,078.98</b>	<b>96.25</b>
		<b>Fund Expense Sub Totals:</b>	<b>111,253.00</b>	<b>892.76</b>	<b>892.76</b>	<b>110,360.24</b>	<b>99.20</b>
		<b>Fund 280 Sub Totals:</b>	<b>0.00</b>	<b>-3,281.26</b>	<b>-3,281.26</b>	<b>3,281.26</b>	
Fund	300	STREET FUND					
Dept	300-0000						
R1		R1 Sub Totals:	1,474,924.00	35,744.50	35,744.50	1,439,179.50	97.58
		Revenue Sub Totals:	1,474,924.00	35,744.50	35,744.50	1,439,179.50	97.58
		Dept 0000 Sub Totals:	-1,474,924.00	-35,744.50	-35,744.50	-1,439,179.50	
Dept	300-3000	STREET DEPT					
05		PERSONNEL SERVICES					
		05 Sub Totals:	125,808.00	11,717.14	11,717.14	114,090.86	90.69
06		MATERIALS & SERVICES					
		06 Sub Totals:	172,612.00	21,045.83	21,045.83	151,566.17	87.81
07		CAPITAL OUTLAY					
		07 Sub Totals:	365,000.00	0.00	0.00	365,000.00	100.00
09		MISCELLANEOUS					
		09 Sub Totals:	811,504.00	0.00	0.00	811,504.00	100.00
		Dept 3000 Sub Totals:	1,474,924.00	32,762.97	32,762.97	1,442,161.03	
		<b>Fund Revenue Sub Totals:</b>	<b>1,474,924.00</b>	<b>35,744.50</b>	<b>35,744.50</b>	<b>1,439,179.50</b>	<b>97.58</b>
		<b>Fund Expense Sub Totals:</b>	<b>1,474,924.00</b>	<b>32,762.97</b>	<b>32,762.97</b>	<b>1,442,161.03</b>	<b>97.78</b>
		<b>Fund 300 Sub Totals:</b>	<b>0.00</b>	<b>-2,981.53</b>	<b>-2,981.53</b>	<b>2,981.53</b>	
Fund	330	STORM WATER FUND					

Dept R1	330-0000							
		R1 Sub Totals:	52.432.00	89.48	89.48	52.342.52	52.342.52	99.83
		Revenue Sub Totals:	52.432.00	89.48	89.48	52.342.52	52.342.52	99.83
		Dept 0000 Sub Totals:	-52.432.00	-89.48	-89.48	-52.342.52		
Dept	330-3300	STORM WATER DEPARTMENT						
06		MATERIALS & SERVICES						
		06 Sub Totals:	13.750.00	0.00	0.00	13.750.00	13.750.00	100.00
07		CAPITAL OUTLAY						
		07 Sub Totals:	10.000.00	0.00	0.00	10.000.00	10.000.00	100.00
09		MISCELLANEOUS						
		09 Sub Totals:	28.682.00	0.00	0.00	28.682.00	28.682.00	100.00
		Dept 3300 Sub Totals:	52.432.00	0.00	0.00	52.432.00		
		<b>Fund Revenue Sub Totals:</b>	<b>52.432.00</b>	<b>89.48</b>	<b>89.48</b>	<b>52.342.52</b>	<b>52.342.52</b>	<b>99.83</b>
		<b>Fund Expense Sub Totals:</b>	<b>52.432.00</b>	<b>0.00</b>	<b>0.00</b>	<b>52.432.00</b>	<b>52.432.00</b>	<b>100.00</b>
		<b>Fund 330 Sub Totals:</b>	<b>0.00</b>	<b>-89.48</b>	<b>-89.48</b>	<b>89.48</b>		
Fund	430	WWTP CONSTRUCTION DEBT REPAY						
Dept R1	430-0000							
		R1 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00
		Revenue Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 0000 Sub Totals:	0.00	0.00	0.00	0.00		
Dept	430-4400	WWTP CONST REPAY						
08		DEBT SERVICE						
		08 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00
		Expense Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 4400 Sub Totals:	0.00	0.00	0.00	0.00		
Dept 09	430-9000	MISCELLANEOUS						
		MISCELLANEOUS						
		09 Sub Totals:	0.00	0.00	0.00	0.00	0.00	0.00
		Dept 9000 Sub Totals:	0.00	0.00	0.00	0.00		
		<b>Fund Revenue Sub Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		<b>Fund Expense Sub Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		<b>Fund 430 Sub Totals:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
Fund	450	WTP CONSTRUCTION DEBT REPAY						
Dept R1	450-0000							
		R1 Sub Totals:	557.409.00	835.14	835.14	556.573.86	556.573.86	99.85
		Revenue Sub Totals:	557.409.00	835.14	835.14	556.573.86	556.573.86	99.85
		Dept 0000 Sub Totals:	-557.409.00	-835.14	-835.14	-556.573.86		

Dept	450-4550	WTP CONSTRUCT REPAY						
08		DEBT SERVICE						
		08 Sub Totals:	307.774.00	0.00	0.00	307.774.00	307.774.00	100.00
		Expense Sub Totals:	307.774.00	0.00	0.00	307.774.00	307.774.00	100.00
		Dept 4550 Sub Totals:	307.774.00	0.00	0.00	307.774.00		
Dept	450-9000	MISCELLANEOUS						
09		MISCELLANEOUS						
		09 Sub Totals:	249.635.00	0.00	0.00	249.635.00	249.635.00	100.00
		Dept 9000 Sub Totals:	249.635.00	0.00	0.00	249.635.00		
		<b>Fund Revenue Sub Totals:</b>	<b>557.409.00</b>	<b>835.14</b>	<b>835.14</b>	<b>556.573.86</b>	<b>556.573.86</b>	<b>99.85</b>
		<b>Fund Expense Sub Totals:</b>	<b>557.409.00</b>	<b>0.00</b>	<b>0.00</b>	<b>557.409.00</b>	<b>557.409.00</b>	<b>100.00</b>
		<b>Fund 450 Sub Totals:</b>	<b>0.00</b>	<b>-835.14</b>	<b>-835.14</b>	<b>835.14</b>		
Fund	500	PARK DEVELOPMENT FUND						
Dept	500-0000							
R1								
		R1 Sub Totals:	250,508.00	1,604.10	1,604.10	248,903.90	248,903.90	99.36
		Revenue Sub Totals:	250,508.00	1,604.10	1,604.10	248,903.90	248,903.90	99.36
		Dept 0000 Sub Totals:	-250,508.00	-1,604.10	-1,604.10	-248,903.90		
Dept	500-4500	PARK DEVELOPMENT						
06		MATERIALS & SERVICES						
		06 Sub Totals:	6.000.00	443.87	443.87	5.556.13	5.556.13	92.60
07		CAPITAL OUTLAY						
		07 Sub Totals:	10.000.00	2,117.80	2,117.80	7.882.20	7.882.20	78.82
09		MISCELLANEOUS						
		09 Sub Totals:	234.508.00	0.00	0.00	234.508.00	234.508.00	100.00
		Dept 4500 Sub Totals:	250.508.00	2,561.67	2,561.67	247.946.33		
		<b>Fund Revenue Sub Totals:</b>	<b>250.508.00</b>	<b>1.604.10</b>	<b>1.604.10</b>	<b>248.903.90</b>	<b>248.903.90</b>	<b>99.36</b>
		<b>Fund Expense Sub Totals:</b>	<b>250.508.00</b>	<b>2,561.67</b>	<b>2,561.67</b>	<b>247.946.33</b>	<b>247.946.33</b>	<b>98.98</b>
		<b>Fund 500 Sub Totals:</b>	<b>0.00</b>	<b>957.57</b>	<b>957.57</b>	<b>-957.57</b>		
Fund	550	RV PARK FUND						
Dept	550-0000							
R1								
		R1 Sub Totals:	108,500.00	11,582.25	11,582.25	96,917.75	96,917.75	89.33
		Revenue Sub Totals:	108,500.00	11,582.25	11,582.25	96,917.75	96,917.75	89.33
		Dept 0000 Sub Totals:	-108,500.00	-11,582.25	-11,582.25	-96,917.75		
Dept	550-5500							
06		MATERIALS & SERVICES						
		06 Sub Totals:	30.000.00	1,131.52	1,131.52	28,868.48	28,868.48	96.23
09		MISCELLANEOUS						
		09 Sub Totals:	78.500.00	0.00	0.00	78.500.00	78.500.00	100.00
		Dept 5500 Sub Totals:	108,500.00	1,131.52	1,131.52	107,368.48		
		<b>Fund Revenue Sub Totals:</b>	<b>108.500.00</b>	<b>11.582.25</b>	<b>11.582.25</b>	<b>96.917.75</b>	<b>96.917.75</b>	<b>89.33</b>
		<b>Fund Expense Sub Totals:</b>	<b>108.500.00</b>	<b>1,131.52</b>	<b>1,131.52</b>	<b>107.368.48</b>	<b>107.368.48</b>	<b>98.96</b>
		<b>Fund 550 Sub Totals:</b>	<b>0.00</b>	<b>-10.450.73</b>	<b>-10.450.73</b>	<b>10.450.73</b>		
Fund	580	CAPITAL PROJECTS FUND						
Dept	580-0000							
R1								
		R1 Sub Totals:	1,048,908.00	2,386.12	2,386.12	1,046,521.88	1,046,521.88	99.77
		Revenue Sub Totals:	1,048,908.00	2,386.12	2,386.12	1,046,521.88	1,046,521.88	99.77
		Dept 0000 Sub Totals:	-1,048,908.00	-2,386.12	-2,386.12	-1,046,521.88		
Dept	580-5800	CAPITAL PROJECTS						

07	CAPITAL OUTLAY						
	07 Sub Totals:	60.000.00	0.00	0.00	60.000.00	60.000.00	100.00
09	MISCELLANEOUS						
	09 Sub Totals:	988.908.00	0.00	0.00	988.908.00	988.908.00	100.00
	Dept 5800 Sub Totals:	1.048.908.00	0.00	0.00	1.048.908.00		
	<b>Fund Revenue Sub Totals:</b>	<b>1.048.908.00</b>	<b>2.386.12</b>	<b>2.386.12</b>	<b>1.046.521.88</b>	<b>1.046.521.88</b>	<b>99.77</b>
	<b>Fund Expense Sub Totals:</b>	<b>1.048.908.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.048.908.00</b>	<b>1.048.908.00</b>	<b>100.00</b>
	<b>Fund 580 Sub Totals:</b>	<b>0.00</b>	<b>-2.386.12</b>	<b>-2.386.12</b>	<b>2.386.12</b>		
	<b>Revenue Totals:</b>	<b>16,541.798.00</b>	<b>424.948.17</b>	<b>424.948.17</b>	<b>16,116.849.83</b>	<b>16,116.849.83</b>	<b>97.43</b>
	<b>Expense Totals:</b>	<b>16,541.798.00</b>	<b>665.311.67</b>	<b>665.311.67</b>	<b>15,876.486.33</b>	<b>15,876.486.33</b>	<b>95.98</b>
	<b>Report Totals:</b>	<b>0.00</b>	<b>240.363.50</b>	<b>240.363.50</b>	<b>-240.363.50</b>		
GL-Budget Status (8/9/2023 - 1:49 PM)							Page 1



# CITY OF MYRTLE CREEK POLICE DEPARTMENT

P.O. BOX 940 / 215 NW PLEASANT ST  
MYRTLE CREEK, OR 97457  
BUSINESS: 541-863-5222 FAX: 541-863-6690

## Department Report July 2023

### Equipment

The police department was able to sell the old Tasers to a company who refurbishes them and sells them back to law enforcement agencies, officers, and security officers. The department received \$1,060.00 for the 7 Tasers and equipment that went with them.

### Surplus Vehicle

The 2014 Dodge Charger patrol vehicle that the council approved to be sold was auctioned at the I-5 auction and the city received \$4,185.00.

### Summer Festival

The police department led the Summer Festival Parade. There appeared to be more participants in the parade than I have seen in the past. The Summer Festival event went very well other than a few incidents that had to be addressed by the police department. The police department booth handed out approximately 100 free bicycle helmets and gave away six scooters in the free raffle drawing. There was a total of 10 officers assigned to the event on Saturday due to the assistance from the Douglas County Sheriff's Office, Winston Police Department, and Sutherlin Police Department.

### Calls For Service

The police department responded to 256 calls for service, made 25 arrests, gave 62 traffic warnings, and issued 67 traffic citations for the month of July.

Respectfully submitted,

Chief Jonathan Brewster  
Myrtle Creek Police

## 2023 MCFD Call Responses

Call Type	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
MVA-Non Injury	3	1	1	2	2	2	6						17
MVA - UTL			1			1	1						3
MVA - Injury				2	1	1	3						7
MVA - Fatal	1	1											2
MVA - Cancelled	1	1	3	4	2		1						12
Medical Aid	5	7	3	6	11	6	7						45
Medical Aid - Cancelled	1	1	1				2						5
Public Assist				1		1	2						4
Public Assist-Lift Assist	9	7	10	10	4	11	3						54
Public Safety	1	2	2	1	1		10						17
Unattended Death	1			1			1						3
Fire/Carb Alarm	1			1		1	1						4
False Alarm Activation	1						2						3
Alarm Testing					1								1
Flue Fire	1												1
Fire - Vehicle				1	1	1	2						5
Fire				1		1	1						3
Fire - Illegal Burn		1		2	4	3							10
Fire - Controlled Burn		2			3	1							6
Fire - UTL	1	1	1	1	3	6	4						17
Fire-Nat Cover			1			2	2						5
Fire - Cancelled			1	2		2	1						6
Structure Fire	2	4	1	2	1	4	2						16
Structure Fire - Cancelled	2	2	4		2	2	1						13
Structure Fire -Commercial	2	2		1		1	1						7
Over Bank Rescue													0
Water Rescue													0
Water/Over Bank-Cancelled	1												1
<b>TOTAL</b>	<b>33</b>	<b>32</b>	<b>29</b>	<b>38</b>	<b>36</b>	<b>46</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>267</b>



# Public Works and Parks

## August 15, 2023 Activities Report

- Streets
  - 12 Utility Locates in the month of July
  - Weekly downtown garbage collection
  - Regular street sweeping
  - Continued weekly street maintenance focusing on pothole repairs
  - Street striping
  - Vegetation removal in Right-of-Ways
  - Installed new stop signs at Plaza
- Sewer
  - Weekly lift station maintenance
  - Sewer line connection to new home on Morrison
  - Right-of-Way mowing and clearing
- Water
  - 22 delinquent water turnoffs in July
  - Monthly meter reads
  - service line repair
    - Broadway
- Public Works Misc.
  - Tall grass abatement
    - Spruce Street
    - Johnson Street
  - Set-up and tear-down for Summer Festival
  - Haul wood debris from public works yard to Phil Johnson's pit
- Parks and Public Building Department
  - Monthly park maintenance
  - Set-up and tear-down for Summer Festival
  - Finished work on food truck seating area irrigation and seeding
  - Daily chemical check at the pool

- Water Treatment
  - South Umpqua River Plant produced 32.245 (MG) - 31 days of operation
  - Ramped up production rate of 1100 GPM
  
- Wastewater Treatment
  - Total effluent flow to the South Umpqua River = 0 M.G.
  - Total Effluent flow to the M.C. Golf Course = 16.104 M.G.
  - Myrtle Creek influent flow = 6.590 M.G.
  - Tri-City Influent Flow = 8.073 M.G.
  - Total Effluent = 16.104 M.G.

# Myrtle Creek - City Council Agenda Report

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## Agenda item: Stevenson Street Paving Project

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Meeting Date:	August 15, 2023	Primary Staff Contact:	Lonnie Rainville
Department:	Public Works	E-Mail:	lrainville@myrtlecreek.org
Secondary Dept.:		Secondary Contact:	

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### Issue before the Council:

Approval of contract for paving portion of Stevenson Street.

### Staff Recommendation:

Staff recommends the approval to award contract to pave Stevenson St to Stratton Brothers. In addition accept their recommendation to replace two catch basins.

### Background:

A portion of the pavement on Stevenson Street has fully failed. The City has solicited three bids to repair the section of Stevenson Street. The work involves removing a 120 ft by 30 ft section of asphalt and repaving. Upon inspection Stratton Brothers also made the recommendation to replace two catch basins in the work area. Upon inspection City staff agrees with this recommendation.

### Related City Policies:

Procurement policy

### Fiscal Impact:

\$22,024, the cost of the asphalt replacement and installation of two new catch basins.

### Council Options:

Council can award the full contract to Stratton Brothers as recommended by Staff.  
Council can award the paving portion only to Stratton Brothers.  
Council can award the contract to another contractor.  
Council can reject all bids and not have Stevenson Street repaired.

### Potential Motion:

I make the motion to award the contract for the paving and catch basin replacement on Stevenson Street to Stratton Brothers in the amount of \$22,024.





# STEVENSON STREET PROJECT AREA



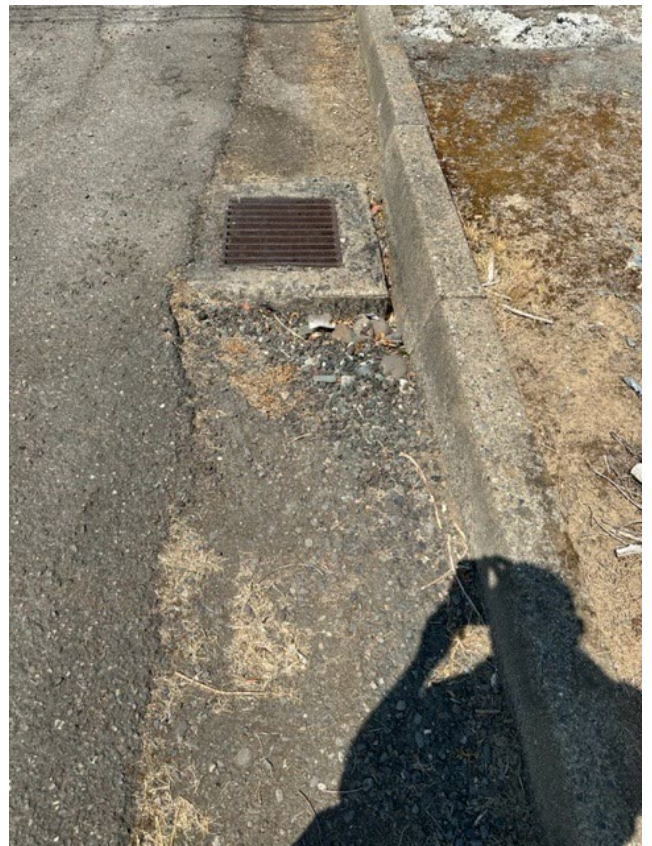
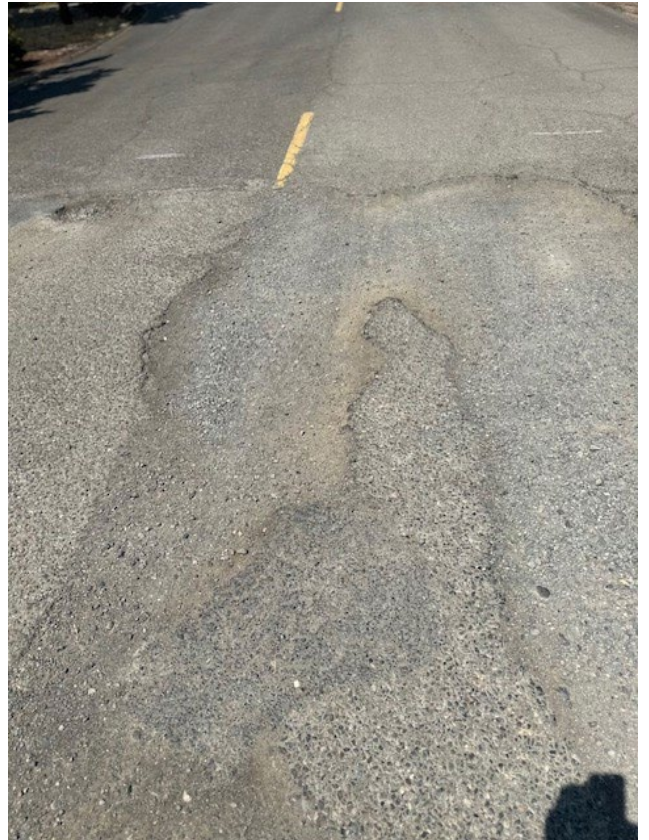
## LEGEND



 Project Area

0 0.07 Miles  





**PUBLIC WORKS DEPARTMENT**  
P.O. BOX 940, 207 NW PLEASANT, MYRTLE CREEK, OR 97457  
(541)863-3171 FAX (541)863-6851  
[www.cityofmyrtlecreek.com](http://www.cityofmyrtlecreek.com) [dwalton@myrtlecreek.org](mailto:dwalton@myrtlecreek.org)  
"Where Nature is your Neighbor"

### **Stevenson St. Paving project**

The city of Myrtle Creek is looking for a bid to be place for our Stevenson St paving project which includes, paving of approximately 120 ft of roadway 30ft wide. Two catch basins for storm water would need reset to road height. This is to improve a section of roadway that is severely deteriorated.

#### **Contractors Contacted for Bids:**

Knife River Materials	BID: N/A
Umpqua Aggregate Resources and Paving	BID: \$19,980
Stratton Brothers	BID: \$ \$18,524
*Stratton brothers would replace both catch basins for Additional \$3,500 added to bid*	
Umpqua Valley Paving	BID: \$20,461



Stratton Bros. Inc.  
200 Buckhorn Rd  
Roseburg OR 97470

Phone 541-673-0460  
Fax 541-672-8726  
sbros paving@gmail.com  
CCB# 65794

## Estimate

DATE	ESTIMATE #
7/13/2023	22-839

City Of Myrtle Creek  
Attn: Daniel  
P.O. Box 940  
Myrtle Creek, OR. 97457  
541-863-3171 Fax: 541-863-7155

PROJECT		118 SE Stephenson.			
ITEM	DESCRIPTION	QTY	COST	TOTAL	
A.	Sawcut, remove & replace 3" of compacted A/C. Approx. 4100 S.F.		18,524.00	18,524.00	
B.	Remove & replace 2 CB.		3,500.00	3,500.00	
Thank You Ed JR		<b>TOTAL</b>		<b>\$22,024.00</b>	

**PRIVATE UNDERGROUND UTILITIES.** The property owner is responsible to mark and notify Stratton Bros. Inc. of any private underground utilities such as water lines, gas lines, electrical lines, sewer lines, etc. within the project area that are not identified through the Under Ground Utility Locate Program "One Call". Private Utilities are to be marked within 24 inches of there location. Stratton Bros. Inc. is not responsibly for damage to any private utilities that is either not or improperly marked.

Any alteration or deviation from the original customer/estimator layout design involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. This Estimate may be withdrawn if not accepted within 30 days. Stratton Bros. Inc. provides a one year limited warranty for workmanship and materials. Cracking and/or failures due to ground movement can occur and is beyond our control. Stratton Bros. Inc. does not warrant or guarantee failures due to ground movement.

Please sign, date, and return one copy to Stratton Bros. Inc. I (we) hereby accept this proposal and authorize Stratton Bros. Inc. to proceed with the work per this estimate. Further more I (we) acknowledge that payment is to be made In-Full upon completion of the work, and any unpaid balance is subject to a 2% (24% per year) service charge after 30 days.

SIGNATURE \_\_\_\_\_

Umpqua Valley Asphalt  
 333 PO Box  
 Sutherlin, Or 96479  
 CCB #158644  
 Sutherlin, OR 97479  
 541-459-3544  
 umpquavalleyasphalt@hotmail.com  
 http://www.umpquavalleyasphalt.com

# Estimate



## ADDRESS

City of Myrtle Creek  
 207 NW Pleasant St  
 Myrtle Creek, Or  
 Daniel 541-670-3200

ESTIMATE #	DATE
2553	07/12/2023

ACTIVITY	ACTIVITY	QTY	RATE	AMOUNT
02 Site Work	STEPHENSON ROAD:	0	0.00	0.00
18 Saw Cut	Saw cut out Two areas estimated 68 Ln ft of existing asphalt road	0	0.00	0.00
02 Site Work	Estimated 4,012 Sq ft of failed asphalt road to;	4,012	5.10	20,461.20
03 Excavation	Excavate	0	0.00	0.00
77 Trucking	Dispose off site	0	0.00	0.00
30 Grade Rock	Provide / place Estimated 2 loads of 1" minus grade rock	0	0.00	0.00
38 Prep	Grade / Compact / Prepare site for A/C	0	0.00	0.00
34 Pave	Provide / Place 3 3/4" Hot Asphalt Mix. Compact / Final Roll to 3" Compacted Asphalt. Estimated 75 Tons of asphalt mix	0	0.00	0.00
666 MACMP	BASED ON THE OREGON DEPARTMENT OF TRANSPORTATION MONTHLY ASPHALT CEMENT MATERIAL PRICE [MACMP]	1	0.00	0.00
99 EXCLUSIONS	Pricing is based on existing estimate & excludes any subsurface conditions that may occur or any delays beyond our control	1	0.00	0.00
101 Additional	Any items not listed above will be additional	1	0.00	0.00
33 CHECK US OUT	See photos of work in progress and videos at <a href="http://www.umpquavalleyasphalt.com">www.umpquavalleyasphalt.com</a> and at <a href="https://www.facebook.com/umpquavalleyasphalt">www.facebook.com/umpquavalleyasphalt</a>	1	0.00	0.00



Estimate can be withdrawn within 7 days of receipt. Umpqua Valley Asphalt (UVA) provides a 6-month warranty for workmanship, materials, cracking & failures. Ground movement may occur & is beyond UVA's control. Failures due to ground movement are not covered under warranty. If owner or prime contractor insists upon completion of project(s) against advice of UVA for any reason, including, but not limited to weather or subsurface conditions, the owner or prime contractor shall assume all risk(s) of defects due to weather or subsurface conditions.

Undersigned agrees net charges due upon receipt & will be paid upon receipt, & all collection fees, attorney fees, court costs, & any expense involved in the collection of charges will be borne by undersigned in the court of the county in which indebtedness is incurred. UVA reserves rights to claim lien for all labor & materials furnished on the job according to Oregon Revised Statutes 87.021.

**TOTAL**

**\$20,461.20**

Accepted By

Accepted Date



**Proposal For:City of Myrtle Creek**  
**Location:Stevenson St.**  
**Bid Date:07/06/23**

**We propose to perform the following:**

Remove and replace approx 4080 sq ft \$ 19,980.00  
- Install 3" of Level 3, 1/2" dense asphalt and compact

**Total Proposal \$ 19,980.00**

**General Conditions:**

**Exclusions**

Bond fees as well as any construction fees, surveying, and permits.  
Sanitary facilities to be provided by others  
Material testing is by Others. (IF NEEDED: Contact Umpqua Sand & Gravel for Pricing 541 673 3273)  
Posting/Towing Vehicles by Others.  
Seal coat and prime coats are excluded.  
Temporary protection of light fixtures, sign bases and concrete by other.  
All temporary or permanent surface markings, striping, logos, traffic sensors are excluded.  
Work area will be free and clear of obstructions.  
Adjustments of utilities, pavement cleaning, sweeping before paving operations.  
Rock, poor soil conditions, water in excavations, and any other unforeseen conditions may incur additional costs.

**Inclusions:**

All Materials and Equipment associated to perform the project.  
Payment due at end of project or as previously agreed.  
Standard operating hours are 7:00 AM to 6:00 PM Monday through Friday.  
This proposal is to be all or none and may not be split up or divided.

**If Owner or Prime Contractor insists upon completion of the work against the advice of Umpqua Aggregate Resources Excavation & Paving, LLC regarding weather, subsurface, or surface conditions, they shall assume all risks or defects inherited with such conditions.**

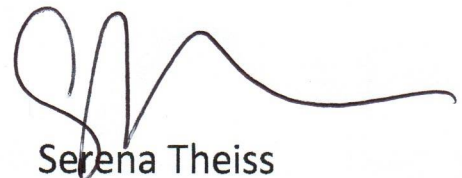
Submitted By:\_\_\_\_\_ Accepted By:\_\_\_\_\_

640 Shady Drive · Roseburg, OR 97471 CCB#220036  
Phone: (541) 673-1088 Fax: (541)-673-1620

Hi Friends, It's the time to start talking about Silent disco 2023. Last year was our first year and we were able to raise \$600.00 after costs for new childrens library books.

This year we are hoping to start an hour earlier 6-7pm have a children and family hour then a 30min intermission and 7:30-11pm the Silent Disco. We will clean up and have it all back to normal by midnight.

Our library benefits 100% from this event. We are hoping to have the cost of the event space waved again this year and have all proceeds go towards new books and events at our public library. Thankyou for your continued support and consideration.

A handwritten signature in dark ink, appearing to read 'Serena Theiss', with a long, sweeping horizontal line extending to the right.

VP FOMCL

# Myrtle Creek - City Council Agenda Report

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**Agenda item: Avista Franchise Agreement – ORD 853**

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Meeting Date:	August 15, 2023	Primary Staff Contact:	Lonnie Rainville
Department:	Administration	E-Mail:	lrainville@myrtlecreek.org
Secondary Dept.:		Secondary Contact:	

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**Issue before the Council:**

Approval of Ordinance #853 An ordinance approving the new Avista Utility Franchise Agreement.

**Staff Recommendation:**

Staff recommends the approval of Ordinance #853, an ordinance approving the new Avista Utility Franchise Agreement

**Background:**

The current Avista Franchise Agreement is set to expire the end of this year. Avista and City Staff have been in negotiation on the new contract. The term of the new agreement will be 10 years. The payment will remain the same at 6% gross revenues from sales inside city limits. A few minor changes were made to the contract but for the most part the terms are very similar to the existing contract.

**Related City Policies:**

Franchise

**Fiscal Impact:**

City is to receive 6% of gross revenues from Avista gas sold inside Myrtle Creek city limits.

**Council Options:**

Council can approve the first read of Ordinance 853 as presented.  
Council can request negotiations continue with recommendations for agreement changes.  
Council can decline a franchise agreement to Avista Utilities and not approve Ordinance 853.

**Potential Motion:**

I make the motion to Approve the first read of Ordinance 853 An ordinance granting Avista Corporation, dba Avista Utilities, a Washington Corporation, it's successors and assigns, the nonexclusive right, privilege, authority, and franchise to locate construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of transmission, distribution, and sales of gas.

**CITY OF MYRTLE CREEK, OREGON**  
**ORDINANCE NO. 853**

**AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS.**

**WHEREAS**, Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation, which is authorized to do business within the state of Oregon has filed with the City of Myrtle Creek, State of Oregon (the "City") a written application for a renewal of its Franchise to locate, construct, operate, maintain and use such plants, works, underground pipelines, equipment and appurtenances over, under, along and across all of the City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of Gas; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services; and

**WHEREAS**, Avista is engaged in the business of providing utility services to customers consistent with applicable laws and regulations, and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

**NOW, THEREFORE, THE MYRTLE CREEK CITY COUNCIL HEREBY ORDAINS**, that Avista Corporation, its successors and assigns, is granted a non-exclusive franchise in the City of Myrtle Creek, State of Oregon, on the terms and conditions set forth below:

**SECTION 1.0 DEFINITIONS**

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

**Avista:** means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors and assigns, agents and contractors.

**City:** means the City of Myrtle Creek, a municipal corporation of the State of Oregon, and its respective successors and assigns.

**Commission:** means the Oregon Public Utility Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Oregon.

**Days:** means business days, unless otherwise noted.

**Effective Date:** means thirty (30) calendar days from final passage of this Ordinance, provided that it has been duly accepted by Avista, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

**Facilities:** means, collectively, any and all Gas transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to, Gas plants, Gas pipes, (pipelines, mains, laterals, conduits, and services) regulators valves, meters, meter-reading devices, fences, barricades, structures, vehicular protection devices, communication systems and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution and sale of Gas.

**Franchise:** means the grant by the City of rights, privileges and authority embodied in this Ordinance.

**Franchise Area:** means the surface and space above and below all public property and rights-of-way owned or held by the City, including, without limitation, rights-of-way for public roads, streets, avenues, alleys, bridges, tunnels, City-owned public utility easements, and highways that may hereafter be constructed, platted, dedicated, acquired or improved within the present corporate limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise; all City-owned public utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement.

**Gas:** means natural, manufactured, and/or mixed gases.

**Gross Revenues:** Except as otherwise provided in OAR 860-022-0040, "gross revenue(s)" means revenues received from utility operations within the City, less related net uncollectables. Gross revenues of an energy utility shall include revenues from the use, rental, or lease of the utility's operating facilities other than residential-type space and water heating equipment. Gross revenues shall not include proceeds from the sale of bonds, mortgage or other evidence of indebtedness, securities or stocks, sales at wholesale by one utility to another utility purchasing the service is not the ultimate customer.

**Maintenance. Maintaining. or maintain:** means, without limit, repairing replacing upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

**Parties:** means City and Avista collectively.

**Party:** means either City or Avista individually.

**Person:** means a business entity or natural person.

**Right-of-way:** means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, City-owned public utility easement and/or right-of-way now or hereafter held or administered by the City within its corporate limits.

**State:** means the State of Oregon.

**Tariff:** means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission in effect upon execution and throughout the term of this Franchise.

## **SECTION 2.0 GRANT OF FRANCHISE**

### **2.1 Grant**

**The City hereby grants to Avista the right, power, privilege and authority to enter upon all public roads, rights-of-way, streets, alleys, highways, or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, distributing, storing, and transmitting Gas, as may be necessary to provide Gas service.**

### **2.2 Effective Date**

This ordinance will be effective as of the date of approval, passage and publication as required by law, provided Avista has signed and returned the acceptance form as required and included as part of this ordinance.

### **2.3 Term**

2.3.1 The rights, privileges and Franchise granted to Avista will extend for an initial term of ten (10) years from the Effective Date, and may automatically extend for successive one (1) year terms unless (a) a new agreement is entered into; (b) this Franchise is renewed for a 10-year term subject to 2.3.2 below; (c) the Franchise is terminated by agreement between the Parties; or (d) either party provides the other party not less than one hundred eighty (180) days prior written notice of its intent not to renew a successive term.

2.3.2 At the end of the Franchise term, if the City and Avista are negotiating another franchise and have not concluded their negotiations, Avista's rights and responsibilities shall be controlled by this Franchise until the City grants a new franchise and Avista accepts it. If Avista does not accept the new franchise within ninety (90) days of its adoption, this Franchise shall expire.

2.3.3 In the event a Party desires to renew the Franchise as provided in 2.3.1(b) above, such party shall notify the other Party in writing a request to renew for a ten (10) year period prior to the end of the initial term. If both Parties mutually agree to such a renewal, the renewal date shall commence the day immediately following the expiration date of the initial term, and all terms and conditions of the Franchise shall remain the same, except the effective date of such term.

### **2.4 Non-Exclusive Franchise**

This Franchise is not an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises within the Franchised Area that do not interfere with Avista's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchised Area or affect the jurisdiction of the City over the same or any part thereof. The City shall not, however, award a Gas Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

### **2.5 Assignment of Franchise**

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal and state law and Commission regulation, Avista shall have the

right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

## **2.6 Payment of Franchise Fees**

### **2.6.1 Franchise Fee**

In consideration of the rights, privileges, and franchise granted by City to Avista under this Franchise, Avista will pay the City six percent (6%) of Avista's gross revenues derived from service to customers located within the City (the "Franchise Fee"). Avista will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) days following the end of the quarter to which the payment relates.

### **2.6.2 Payments**

Contemporaneously with each quarterly payment, Avista will file with the City a sworn statement describing the total gross revenues Avista received during the applicable quarter (the "Accounting Statement"). The City's acceptance of any payments under this Section 2.6 will not constitute a waiver by the City of any Avista breach of this Franchise. If Avista fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by Avista within thirty (30) days from discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be offset against the next payment due from Avista.

In the event of the expiration or termination of this Franchise, Avista shall pay the compensation as required in ORS 221.450 in quarterly installments, which quarterly installments will be due not later than thirty (30) days following the end of the quarter to which the payment relates.

### **2.6.3 Inspection of Books and Records**

On ten (10) days' advance written notice to Avista, the City may review such Avista books, records, documentation, and/or information that the City reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Avista's compliance with this Franchise. Avista will cooperate with the City in conducting any inspection and/or audit in-person, by mail or electronic means and will correct any discrepancies affecting the City's interest in a prompt and efficient manner. Avista will facilitate access to all its books, records, documentation, and/or information at its Roseburg, Oregon District office.

### **2.6.4 Equality of Franchise Fees and Costs**

In the event that the City increases charges as prescribed by law upon Avista for any fees, taxes or other costs in connection with the issuance, maintenance, existence, continuation, and/or use of the Franchise or public right-of-way granted herein, the City shall impose equivalent charges for any fees, taxes or other costs upon any and all other franchisee(s) doing the same business as or competing with Avista. In the event the City does not impose equivalent charges upon other franchisee(s) doing the same business as or competing with Avista, the City will charge Avista the fee imposed upon Avista prior to the increase until all franchisee(s) doing the same business as or competing with Avista are charged the same.



## **SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE**

### **3.1 Compliance with Laws, Regulations, Codes and Standards**

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations that are not discriminatory in nature pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, Avista shall be provided a written draft document for comment with a response period of not less than thirty days. Service shall be supplied to the City and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

### **3.2 Facility Location by Avista and Non-Interference**

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Gas service within the Franchise Area, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

### **3.3 Facility Location Information**

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

### **3.4 Vegetation Management –Removal of Trees/Vegetation Encroachment**

The right of Avista to maintain its Facilities shall include the right, as exercised in Avista's professional discretion to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to Avista's Facilities, or pose a threat to public safety and welfare. Avista or its agents may accordingly remove or limit, without recourse or payment of compensation at its sole expense, the growth of vegetation which encroaches upon its Facilities and/or Gas transmission and distribution corridors within the Franchise Area.

### **3.5 Right of Excavation**

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, Avista is authorized to make any necessary excavations in, under

and across the streets, alleys, roads, rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista after excavation, in accordance with applicable City and Avista specifications.

Prior to performing such work, Avista shall obtain all legally required permits, including the opening or disturbance of any Right-of-way within the Franchise Area. The City shall cooperate with Avista in granting any permits required, providing such grant and subsequent construction by Avista shall not unduly interfere with the use of such Rights-of-way. Avista shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Gas Franchise in the Franchise Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the City as to other public utility companies and other entities operating in the City. Avista shall bore under Rights-of-way rather than cut unless prior approval to the contrary is obtained by Avista from the City. The payment of any generally applicable and non-discriminatory right-of-way permit fees, street cutting fees, or development permit fees may be required in addition to payment of the Franchise Fee herein.

In case any obstruction caused by Avista shall remain longer than ten (10) business days after notice to remove it, or in case of neglect by Avista to safeguard any dangerous places, the City may remove such obstruction or safeguard such dangerous places at the expense of Avista.

### **3.6 Emergency Work**

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

## **SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS**

### **4.1. Reservation of Right**

The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of the City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time and any power of eminent domain granted to it under the laws of this State.

### **4.2 Necessary Construction/Maintenance by City**

The installation, construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities, provided that Avista shall be given not less than ten (10) business days' notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources in which case the City will make reasonable efforts to contact Avista prior to doing said

work; and provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista, up to the amount of liability under the Oregon Tort Claims Act.

#### **4.3 Expansion of Avista's Facilities**

Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

#### **4.4 Change of Boundaries of the City**

Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation or otherwise, shall be subject to the provisions of this Franchise as to all such areas.

#### **4.5 Removal of Abandon Facilities**

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety or interferes with the City's facilities. If it becomes necessary for the City to do so, the City shall be paid the reasonable and actual costs of removal by Avista, which shall include any penalty set by the Myrtle Creek Municipal Code for failure to remove such obstruction from the public way.

#### **4.6 Vacation of Properties by the City**

If, at any time, the City shall vacate any road, right of way or other public property which is subject to rights granted by this Franchise, to the extent permitted by law, such vacation shall be subject to the reservation of a perpetual utility easement to Avista for the purpose of constructing, reconstructing, operating, maintaining, repairing and upgrading Avista's Facilities that exist at the time of vacation. The City shall, in its vacation procedure, reserve said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with the Avista's full enjoyment and use of said easement.

### **SECTION 5.0 RELOCATION OF AVISTA'S FACILITIES**

#### **5.1 Relocation of Facilities Requested by City**

Upon request of the City, Avista shall relocate its Facilities as necessary within the Franchise Area as specifically designated in design plans that are no less than sixty (60) percent complete by the City for such purpose. For purposes of this provision, all reasonable efforts shall be made by the City, with input from Avista, to minimize the impacts of potential relocation. The City shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities, but not less than ninety (90) calendar days prior to any such relocation and, depending on the circumstances, may be greater than one hundred twenty (120) calendar days if necessary to allow Avista sufficient time to arrange for relocation upon approval of the City. In cases of emergency or not otherwise reasonably foreseeable by the City, the notice requirements of this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City.

In the event a City requested relocation forces Avista off City's existing Public Right(s) of Way then the City shall accommodate such relocation by securing an acceptable, alternate location for utilities and removing any obstructions, including, without limitation, trees, vegetation, or other objects that may interfere with the installation, operation, repair, upgrade or maintenance of Avista's Facilities on the affected property.

If the City requires the subsequent relocation of any of Avista's Facilities within three (3) years from the date of relocation of such Facilities or installation of new Facilities, the City shall bear the entire cost of such subsequent relocation.

Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed.

This Section shall not apply to Facilities in place pursuant to private easement held by Avista, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing private easement, said relocation shall be treated in the same manner as a relocation requested by third parties under Section 5.2, below, with the City bearing the expense of relocation.

## **5.2 Relocation of Facilities Requested by Third Parties**

The City acknowledges that Avista is obligated to provide gas service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the main benefit of a third party, the City shall not require Avista to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation.

## **5.3 Availability of Other Funds**

In the event the City applies for federal, state or other non-City funding for right-of-way improvements, the City shall make a reasonable effort to include funding for utility relocation purposes, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs, including internal costs, associated with obtaining such funds.

# **SECTION 6.0 INDEMNITY**

## **6.1 Indemnification of City**

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of Avista, its officers, employees, agents, contractors in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, elected officers and employees or agents. Liability of City is limited to the extent of the City's liability

under the Oregon Tort Claims Act.

## **6.2 Indemnification of Avista**

To the extent permitted by law, City agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its appointed and elected officers and employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

## **SECTION 7.0 INSURANCE**

**7.1** Avista shall secure and maintain automobile, comprehensive general liability and property damage insurance that protects Avista and the City, as well as the City's officers, agents, employees and volunteers as follows:

- 7.1.1** Comprehensive general liability insurance with limits not less than ten million dollars (\$10,000,000) for bodily injury or death to each person; ten million dollars (\$10,000,000) for property damage resulting from any one accident; and, ten million dollars (\$10,000,000) for all other types of liability.
- 7.1.2** Commercial automobile liability for owned, non-owned and hired vehicles with a limit of one million dollars (\$1,000,000) for each person and three million dollars (\$3,000,000) for each accident.
- 7.1.3** Comprehensive form premises-operations, explosions and collapse hazard and underground hazard with limits of not less than ten million dollars (\$10,000,000), which may be included in the general liability policy.

**7.2** The liability insurance policies required by this Franchise shall be maintained by Avista throughout the term of this Franchise, and such other period of time during which the licensee is engaged in the removal of its Facilities. Upon request, Avista shall furnish certificates of insurance acceptable to the City. The certificate shall include the deductible or retention level.

**7.3** The insurance policies may provide for self-retention or deductibles in reasonable amounts. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Franchise.

**7.4** The insurance shall be without prejudice to coverage otherwise existing and shall name as an additional insured the City and its officers, agents, volunteers, and employees. Notwithstanding the naming of an additional insured, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing in this Section shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between those insured on the policy.

**7.5** The insurance shall provide that the insurance shall not be canceled or materially altered without thirty (30) days' prior written notice first being given to the City. If the insurance is canceled

or materially altered within the term of this Franchise, Avista shall provide a replacement policy with the same terms. Avista shall maintain continuous uninterrupted coverage, in the terms and amounts required, upon and after the effective date of this Franchise.

## **SECTION 8.0 FRANCHISE DISPUTE RESOLUTION**

### **8.1 Non-waiver**

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

### **8.2 Dispute Resolution by the Parties**

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

### **8.3 Right of Enforcement**

No provision of this Franchise shall be deemed to bar the right of the City or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 8.4. Any litigation between the City and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the District of Oregon.

### **8.4 Attorneys' Fees and Costs**

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

## **SECTION 9.0 GENERAL PROVISIONS**

### **9.1 Franchise as Contract, No Third Party Beneficiaries**

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

### **9.2 Force Majeure**

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without

limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, pandemic, epidemic, or cyber attack, then Avista's performance shall be excused during the period of the Force Majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

### **9.3 Prior Franchises Superseded**

As of the Effective Date, this Franchise shall supersede all prior gas franchises for the Franchise Area previously granted to Avista or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by prior Franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

### **9.4 Severability**

The Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of the Parties.

### **9.5 Changes or Amendments**

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the City and agreed to by Avista.

### **9.6 Supremacy and Governing Law**

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control. In the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

### **9.7 Headings**

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

### **9.8 Acceptance of Franchise.**

Avista shall, within thirty (30) days after passage of this Ordinance, file with the City Recorder, its acceptance of the terms and conditions of this Franchise.

### **9.9 Abandonment or Suspension of Franchise Rights and Obligations**

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to the City. In addition, pursuant to Section 9.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the

Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the City.

## **9.10 Forfeiture**

**9.10.1** If Avista shall fail to comply with the terms of this Franchise, the City may serve upon Avista a written notice specifying the default. Upon receipt of the notice Avista shall: (a) within 7 days, respond to the City's assertion(s) as to the alleged default and may request a meeting in accordance with Section 9.10.2 proceed to cure the default within ninety (90) days; or (c) notify the City that Avista cannot cure the default within ninety (90) days, due to the nature of the alleged default but will commence the cure. If Avista intends to cure the default, Avista shall notify the City in writing of the actions that will be taken and the projected completion date. If the default results in Avista's failure to provide Gas services pursuant to Section 2.1, creates a danger to public health, safety and welfare as alleged under any applicable ordinance, statute, rule, or regulation promulgated by the City of Myrtle Creek, State of Oregon, or other governmental entity, Avista shall commence the cure notwithstanding the request for a meeting in accordance with Section 9.10.

**9.10.2** Upon written request in accordance with Section 9.10, the City shall promptly schedule a meeting between the City and Avista to discuss the alleged default. The City shall notify Avista of the meeting in writing and such meeting shall take place not less than five (5) days after Avista's receipt of notice of default. Each party shall appoint a representative who shall attend the meeting and be responsible for representing the party's interests. The representatives shall exercise good faith to resolve the dispute or reach agreement on any alleged default and/or any corrective action to be taken. Such "corrective action" may include establishing a reasonable cure period under Section 9.10. Any dispute (including any dispute concerning the existence of or any corrective action taken to cure any alleged default) that is not resolved by agreement within five (5) days following the conclusion of the meeting shall be resolved pursuant to Section 8.2.

**9.10.3** At the conclusion of the process provided for in Section 9.10.0 through 9.10.2 above, the City or Avista may:

- (a) Take any enforcement or corrective action provided by local, state or federal law; provided such action is not otherwise in conflict with the provisions of this Franchise;
- (b) Demand mediation and arbitration, pursuant to Section 8.2 of this Franchise; or
- (c) Take other such action at law or in equity as provided in Section 8.3.

**9.10.4** Unless otherwise agreed by the City and Avista in writing, the City and Avista shall, as may reasonably be practicable, continue to perform their respective obligations under this Franchise during the pendency of any dispute or legal proceeding.

## **9.11 Venue**

This Franchise Agreement has been made entirely within the state of Oregon. If any suit or action is filed by any party to enforce this Franchise Agreement or otherwise with respect to the subject matter of this Agreement, venue shall be in the federal or state courts in Douglas County, Oregon.



**PASSED** on the First Reading before the City Council this 15<sup>th</sup> day of August, 2023

**PASSED** on the Second Reading before the City Council this \_\_\_\_ day of \_\_\_\_\_, 2023

**APPROVED** by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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**Matthew Hald, Mayor**

**ATTEST:**

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**Joanna Bilbrey**  
**City Recorder**

\*\*\*GRANTEE'S ACCEPTANCE ON FOLLOWING PAGE\*\*\*

Letter of Acceptance by Avista

HONORABLE MAYOR AND CITY COUNCIL

CITY OF MYRTLE CREEK, COUNTY OF DOUGLAS COUNTY, OREGON

**IN RE: City of Myrtle Creek, Ordinance No. 853**

**“Granting a Franchise to Avista Corporation for the Construction,  
Operation and Maintenance of Natural Gas Facilities Within the City.”**

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Myrtle Creek. This acceptance is executed on \_\_\_\_\_, 2023.

Avista Corporation dba Avista Utilities

By: \_\_\_\_\_

Dennis Vermillion

President, Avista Utilities

**Copy Received for the City of Myrtle Creek**

On: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

City Administrator

# GAS FRANCHISE ORDINANCE SUMMARY FOR PUBLICATION

## **NOTICE: CITY OF MYRTLE CREEK PROPOSED FRANCHISE ORDINANCE NO. 853 SUMMARY**

Ordinance No. 853 will grant Avista Corporation dba Avista Utilities a non-exclusive public utility franchise to locate, construct, install, own, maintain, repair, reconstruct, operate and use facilities within the City's public right of way [the Franchise Area] for the purposes of the transmission, control and distribution of natural gas within the City for a term of 10 years. Avista agrees to meet accepted industry standards and conform with applicable federal and state laws, as well as the regulations of the appropriate state regulatory body with jurisdiction, in the conduct of its operations under the Franchise. The City reserves the right to make reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Avista must not interfere with any existing facilities of other utilities. Avista is authorized to make necessary excavations within the Franchise Area; excavations must be carried out with reasonable dispatch, and the area restored, with as little interference to the public as may be reasonable. Avista must relocate its facilities in the Franchise Area at the City's request. Avista may remedy encroachment of vegetation in connection with franchised activities. Provisions are made for informal dispute resolution.

(Final Reading of Ordinance 853 is anticipated to be held before the Myrtle Creek City Council on September 5, 2023, at 5:30 in the City Council Chambers).

**CITY OF MYRTLE CREEK  
OREGON  
RESOLUTION NO RES-23-12**

**A RESOLUTION AUTHORIZING THE CITY OF MYRTLE CREEK TO APPLY FOR  
A DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT HOUSING  
PLANNING ASSISTANCE GRANT**

**Whereas,** House Bill 3395 addresses the housing need and requires local governments to amend their comprehensive plans and city codes to meet new zoning standards; and

**Whereas,** the state has appropriated General Funds available through the Department of Land Conservation and Development in the form of grants to assist in the amending of local government comprehensive plans and municipal codes; and

**Whereas,** the Department of Land Conservation and Development is accepting applications for the Housing Planning Assistance Grants & Consultant Support; and

**Whereas,** the City of Myrtle Creek desires to participate in this grant program to assist with the costs associated with meeting the standards set by House Bill 3395; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Myrtle Creek City Council hereby authorizes the application to the Department of Land Conservation and Development for grant funds to assist with the costs associated with amending of the Myrtle Creek Comprehensive Plan and Myrtle Creek Municipal Code to comply with House Bill 3395.

**ADOPTED BY THE CITY COUNCIL** this 15th day of August 2023.

**PASSED AND APPROVED BY THE MAYOR** this 15th day of August 2023.

\_\_\_\_\_  
Matthew Hald, Mayor

ATTEST:

\_\_\_\_\_  
Joanna Bilbrey  
City Recorder

# GRAND OPENING

FRIDAY, AUGUST 18, 2023

4 - 6 PM



**COFFENBERRY MIDDLE SCHOOL'S  
KITCHEN, CAFETERIA AND BAND ROOM**

**591 NE RICE ST, MYRTLE CREEK**





# Legislative Update



# Agenda:

**Inside the Capitol**

**2023 Session Priorities**

**General Take Home Messages**

## **LOC Priority Legislation**

- Housing
- Infrastructure Funding
- BiDRAWS
- Transportation
- M-110
- Economic Development
- Broadband Cybersecurity
- Climate Package





# Inside the Capitol



**Limited access to Capitol due to construction**

**1/3 of membership were new to legislature**

**2/3 of legislature had not worked together in-person**

**New leadership group Governor-Senate-House**



# **LOC 2023 Session Priorities**

**Infrastructure Funding to Support Resilient Communities & Needed Housing**

**Local Funding to Address Homelessness**

**Address Measure 110 Shortcomings**

**Economic Development Incentives**

**Community Resilience and Wildfire Planning**

**Transportation Safety Improvements**

**Funding and Alignment of State Land Use Initiatives**

**Lodging Tax Flexibility**

# General Take Home Messages

The background of the slide is a photograph of a beach. In the foreground, there is a sandy beach with some small waves lapping at the shore. In the middle ground, several large, dark rock formations are visible in the ocean. The sky is a pale blue, and the overall scene is calm and scenic.

When Cities Engage We See Results

\$1.9 billion Surplus revenue

State Funding of Local Projects and Local Control are Difficult Messages

Economic Development Needs to be a Priority

Leadership Style Between House and Senate



# **2023 – A Session of Packages**

**Semiconductor Package**

**Housing Packages**

**Drought Package**

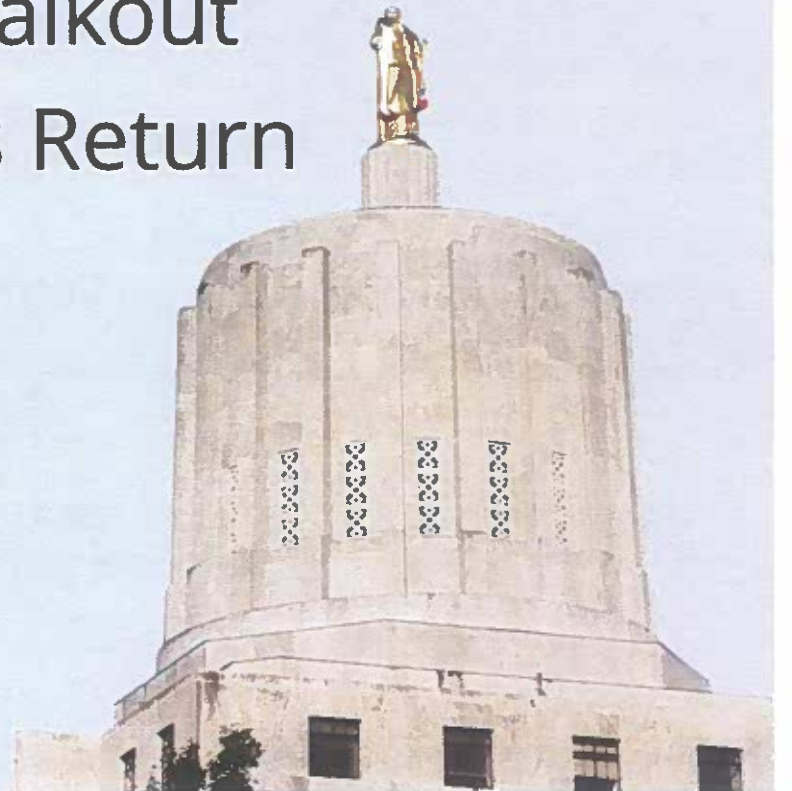
**Climate Package**

# Walkout

**May 3** - Senate Republican Walkout

**June 15** - Senate Republicans Return

**400+ Bills in Queue**





# Housing Packages

## **HB 2001/HB 5019 – 60-Day Emergency Homelessness and Housing Response**

- Funds Governor Kotek's Emergency Declaration
- Establishes Oregon Housing Needs Analysis
- Funds and establishes various programs, including predevelopment loans

## **HB 3395 - End of Session Housing Package**

- Extends and clarifies shelter siting law
- New duplex code requirement for cities at populations between 2,500 and 10,000
- \$5 million for local development capacity through COGs and EDDs



# Infrastructure Funding

**League of Oregon Cities Report: \$23 billion need for water and wastewater infrastructure.**

**Governor's Request budget \$90 million for Special Public Works Fund**

**LOC requests \$125 million for Special Public Works Fund**

**Legislature recapitalizes at \$30 million**



# **Bipartisan Drought Relief and Water Security Package (BiDRAWS)**

**Led by Rep. Helm and Rep. Owens in the House**

**Initially over a \$250 million package**

**Started as HB 3124 and became omnibus bill in HB 2010**

**Roughly \$110 million in final package**



# Transportation

## Safety Enhancement

### **Speed Photo Radar – HB 2095**

- ✓ All Cities
- ✓ Applied to high-speed corridors
- ✓ More flexible Local Speed Setting Authority

## Funding

### **Fund Exchange – HB 2101**

- ✓ Stability Added

### **Interstate Bridge**

- ✓ \$1 Billion in GEO Bonds
- ✓ No impact on SHF

### **Tolling Issue**



# Measure 110

- Criminal justice components of Measure 110 NOT ADDRESSED.
- Budget Note: Requires OHA to cooperate with the Criminal Justice Commission for a third party funded study.
- HB 2513 Improved administrative elements related to distribution of Measure 110 treatment and harm reduction services.
- 2024 legislative Concept being developed

# Economic Development

## Semiconductor and Economic Development Incentive Package (HB 2009)

### **R&D Tax Credit**

### **Enterprise Zones**

- Extended until 2032
- New requirements: public terms of agreement , infrastructure notification & school support fee

### **Strategic Investment Program (SIP) and Gain-share**

- Gain-share extended until 2030
- Size of eligible projects, taxable value, and Community Service Fee cap all increased and indexed to inflation
- Emergency services and ports required to be included in negotiation



# Climate Package – HB 3409

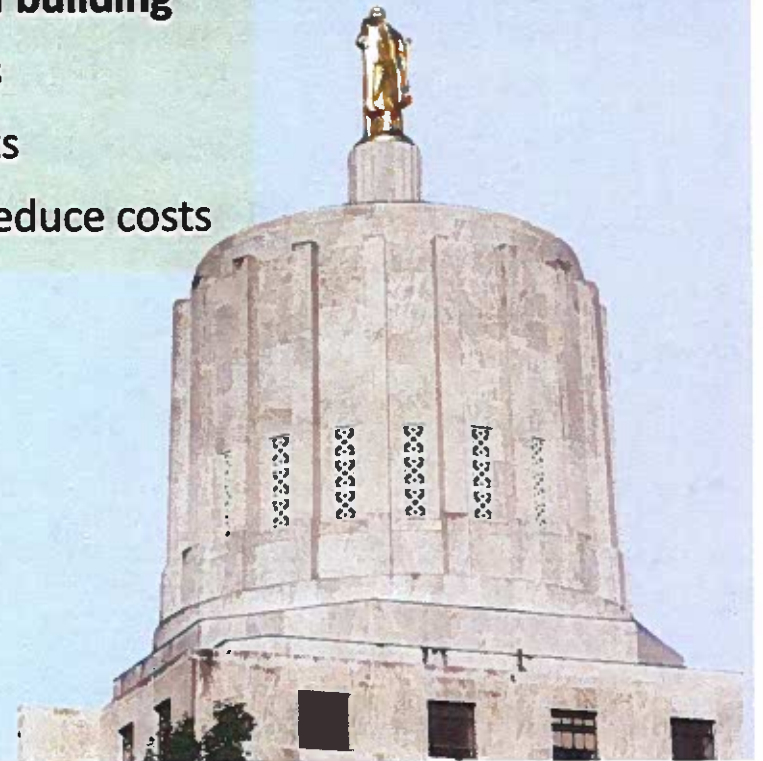
## Included multiple bills from session

### **SB 870 - Creates energy performance standards for commercial building**

- Buildings larger than 35,000 sq ft, includes local governments
- Building owners to be notified by July 1, 2025 of requirements
- ODOE to create incentives to pair with federal incentives to reduce costs

### **Other bills in package of Interest to Local Governments:**

- Community Green Infrastructure Grant Program
- Urban Tree Canopies – Grant Program
- Residential Heat Pump Program
- Resilience Hubs and Networks – Grant Program



# Broadband

## **HB 3201 – Maximize Federal Funding for Broadband**

- Aligns speed and eligibility requirements with the BEAD and ARPA infrastructure programs.
- Provides flexibility to spend federal funding according to what guidance allows.

## **Next Steps for Cities**

- Start connecting with nearby communities and partners
- Oregon Broadband Office – Grant Funding



# Cybersecurity

## **HB 2049 – Establishes Cyber Security Center of Excellence**

Establishes the Cybersecurity Center of Excellence (CCOE) at PSU and be jointly administered with OSU and UO.

Invest in increasing cybersecurity workforce to provide direct assessment, monitoring, incident response, and competitive grants to local governments.

## **HB 2490 – Public Records Exemption – Cybersecurity**

Local governments exempt from disclosing public records related to cybersecurity plans, devices and systems, including insurance records.

# **Interim and 2024 Session**

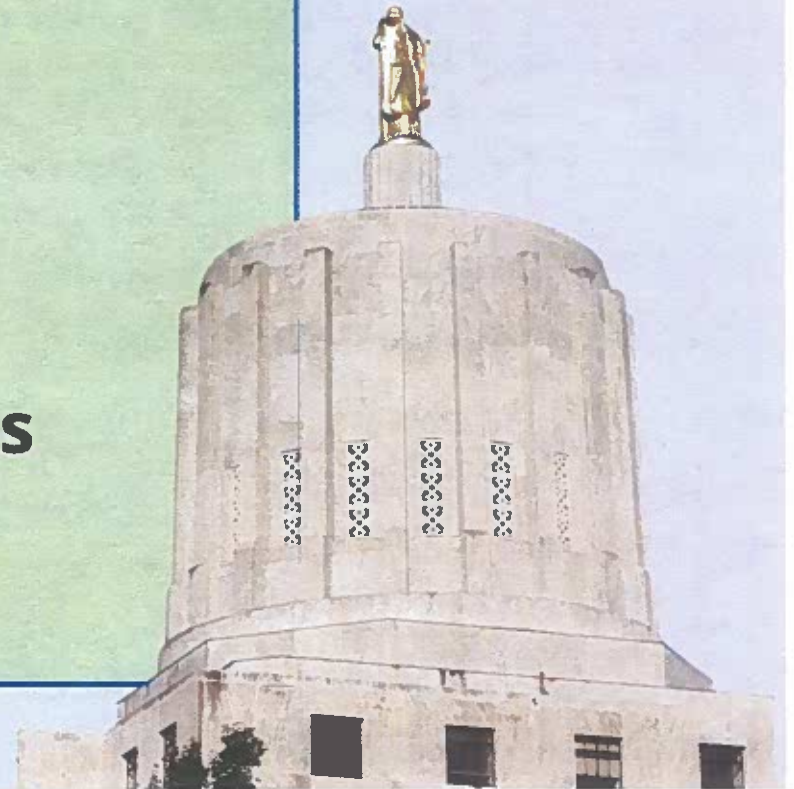
**Transient Lodging Tax**

**Marijuana Revenue**

**Emergency Board**

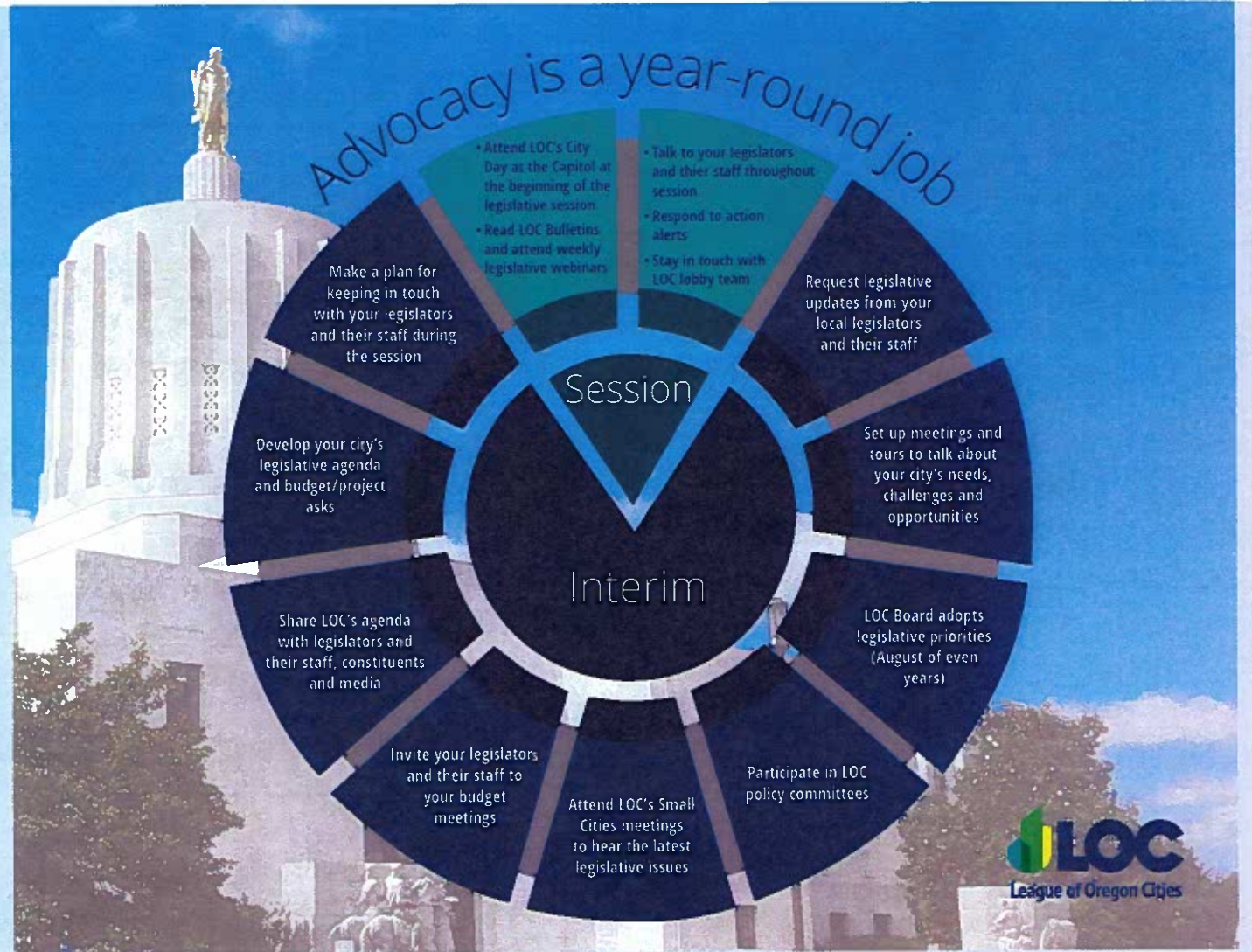
**Additional Funding Opportunities**

**2025 Transportation Package**





# Setting Time to Engage With Legislators



# Questions

