



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

**AGENDA PACKET 06/20/2023**

*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, June 20, 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.**

**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 June 6, 2023**

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

**4.2 Acknowledge receipt of Payroll & Claims Report for May 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. 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.*

**6.1 Resolution 23-11**

**7. 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.*

- 7.1 Myrtle Creek Rural Fire District Contract
- 7.2 Golf Course Contract
- 7.3 On Street Parking / Travel Trailers

**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 will go into Executive Session Under ORS 192.660(2)(i). 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:** June 6, 2023

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

**PRESIDING OFFICER:** Mayor Matthew Hald

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

**COUNCILORS ABSENT:** Luke Dillon

A quorum was present throughout the meeting.

**STAFF IN ATTENDANCE:** City Administrator Lonnie Rainville, City Recorder Joanna Bilbrey, Finance Officer Lesley Hiscocks

**CALL TO ORDER:** Mayor Matthew Hald called the June 6, 2023 meeting to order at 5:30 PM

### PUBLIC PRESENTATION

No public presentations.

### CONSENT AGENDA

Motion was made by Councilor Burnett to approve the minutes for the Regular City Council meeting for May 16, 202. Motion seconded by Councilor Harris. Discussion: no discussion followed

Vote: Motion passed unanimously.

### REGULAR AGENDA

#### State Revenue Sharing

#### Public Hearing for State Revenue Sharing Opened at 5:32 PM.

City Administrator Lonnie Rainville shared that the City of Myrtle Creek meets the qualifications to receive State Revenue Sharing. It was asked where the State Revenue comes from. Finance Officer Lesley Hiscocks shared that State Shared Revenue are received from the cigarette tax, marijuana tax, street funding including highway and bike taxes.

#### Public Hearing closed at 5:37 PM.

## **Public Hearing for the 2023-2024 Budget Opened at 5:38 PM.**

City Administrator Lonnie Rainville shared a summary of the budget message delivered to the Budget Committee on May 2, 2023 along with a Power Point Presentation which is attached to the Agenda Packet for permanent retention. During the May 2, 2023 Budget Committee meeting the Budget Committee motioned to accept the budget and forward it to City Council for adoption.

The total budget for 2023-2024 is \$16,541,798.00.

## **Public Hearing closed at 5:41 PM.**

## **Regular Meeting resumed at 5:41 PM**

### **Resolution 23-06 A Resolution to the Oregon Department of Administrative Services Certifying the City's Qualification to Receive State Revenue Sharing Funds**

Motion was made by Councilor Susan Harris to accept Resolution 23-06 A Resolution to the Oregon Department of Administrative Services Certifying the City's Qualification to Receive State Revenue Sharing Funds. Motion was seconded by Councilor Robert Chaney. Discussion: No discussion followed. Vote: Motion passed unanimously.

### **Resolution 23-07 A Resolution Declaring the City's Election to Receive State Revenues**

Motion was made by Councilor Susan Harris to accept Resolution 23-07 A Resolution Declaring the City's Election to Receive State Revenues. Motion was seconded by Councilor Bill Burnett. Discussion: No discussion followed. Vote: Motion passed unanimously.

### **Resolution 23-08 A Resolution Adopting the 2023-24 City Budget**

Motion was made by Councilor Diana Larson to accept Resolution 23-08 A Resolution Adopting the 2023-24 City Budget. Motion was seconded by Councilor Bill Burnett. Discussion: No discussion followed. Vote: Motion passed unanimously.

### **Resolution 23-09 A Resolution Imposing Ad Valorem Taxes and Categorizing the Tax Levy as Provided in ORS 310.060(2)**

Motion was made by Councilor Robert Chaney to accept Resolution 23-09 A Resolution Imposing Ad Valorem Taxes and Categorizing the Tax Levy as Provided in ORS 310.060(2). Motion was seconded by Councilor Susan Harris. Discussion: No discussion followed. Vote: Motion passed unanimously.

### **Resolution 23-10 A Resolution Making Appropriations**

Motion was made by Councilor Diana Larson to pass Resolution 23-10 A Resolution Making Appropriations. Motion was seconded by Councilor Susan Harris. Discussion: No discussion followed. Vote: Motion passed unanimously.

## ORDINANCES

### **ORDINANCE 848 – SECOND READ – An Ordinance Amending the Myrtle Creek Municipal Code Chapter 9.05 Criminal Code; Defining Prohibited Camping and Addressing Homelessness**

Motion was made by Councilor Bill Burnett to approve Ordinance 848. Motion seconded by Councilor Robert Chaney. Discussion: no discussion followed

Vote: unanimous

### **ORDINANCE 849 – SECOND READ – An Ordinance Establishing Regulations and Fees for Use of City Parks and Addressing Homelessness; Superseding Previous Orders and Resolutions**

Motion was made by Councilor Susan Harris to approve Ordinance 849 second read. Motion seconded by Councilor Diana Larson. Discussion: no discussion followed

Vote: unanimous

### **ORDINANCE 850 – SECOND READ – An Ordinance Amending Ordinance No 836 and Ordinance No 508, the Myrtle Creek Zoning Ordinance; MCMC Section 18.90 Addressing Off-Street Parking and Homelessness**

Motion was made by Councilor Bill Burnett to approve Ordinance 850. Motion seconded by Councilor Diana Larson. Discussion: no discussion followed

Vote: unanimous

### **ORDINANCE 851 – SECOND READ – An Ordinance Amending Ordinance No 508, the Myrtle Creek Zoning Ordinance; MCMC Section 18.125.050 Addressing Parking Regulations and Homelessness and Amending Resolution 216**

Motion was made by Councilor Bill Burnett to approve Ordinance 851. Motion seconded by Councilor Susan Harris. Discussion: no discussion followed

Vote: unanimous

### **ORDINANCE 852 – SECOND READ – An Ordinance Amending Ordinance No 508, the Myrtle Creek Zoning Ordinance; MCMC Section 18.75.110 Addressing Living in Vehicles and Homelessness**

Motion was made by Councilor Diana Larson to approve Ordinance 852 as read by the Mayor. Motion seconded by Councilor Robert Chaney. Discussion: no discussion followed

Vote: unanimous

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

Question was asked about the length of the construction project for the new subdivision.

## **CITY ADMINISTRATOR REPORT**

City Administrator Lonnie Rainville shared a correction to a public question regarding CARES and ARPA Funds. The CARES funds were a direct response to the COVID outbreak and were funds given

to communities to aid in direct COVID closure expenses with strict use guidelines. The ARPA funds were received later in 2021 and have less restrictions.

The City Administrator thanked Lesley Hiscocks and Krissy Chandler for their work on the Springbrook upgrade to the web version of Springbrook. This Saturday First Avenue will be closed from Main Street to Volunteer Way while members of the Elks Lodge will be painting their building and using a lift in the street. On June 14<sup>th</sup> the Elks will be hosting a Flag Ceremony at the Millsite Park Veteran's Memorial. The City Administrator also shared about the next Community Meeting scheduled for Wednesday July 26<sup>th</sup> at the Community Center at 5:30 pm. The meeting will focus on transportation. The South Umpqua Memorial Pool opens on June 10<sup>th</sup>.

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

Councilor Robert Chaney shared that the Small Cities meeting is Thursday at 11:30 AM. Councilor Susan Harris asked about the tree trimming on the side streets. Susan also mentioned that there has been some talk about the derelict houses around town. Councilor Diana Larson shared about the use of the land down by the train tressel and the need for some kind of development including restrooms and trash recepticals. She would like to see the City look into the possibility of purchasing or leasing this land. Diana also shared about the Library Summer Safety Carnival on June 10<sup>th</sup> from 11 am to 3 pm. The Library is partnering with Adapt for this event. The Library is also starting a Lego Builders Club.

**Executive Session opened at 6:17 PM**

**Executive Session closed at 6:31 PM**

Discussion was held on summer meetings, the first meeting in July falls on the 4<sup>th</sup> and there are no planned agenda items for the 1<sup>st</sup> meeting of August. Council consensus is to cancel the first meetings for each of those months.

#### **ADJOURNMENT**

Mayor Matthew Hald adjourned the regular meeting of the City Council for June 6, 2023 at 6:34 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  
MAY ~~ 2023**

| <b>FUND<br/>#</b> | <b>FUND<br/>DESCRIPTION</b> | <b>BILLS</b>      | <b>P/R</b>       | <b>TOTAL</b>      |
|-------------------|-----------------------------|-------------------|------------------|-------------------|
| 100               | GENERAL FUND                | 124,314.90        | 10,344.24        | <b>134,659.14</b> |
| 200               | SEWER FUND                  | 14,621.72         | 35,444.26        | <b>50,065.98</b>  |
| 210               | SEWER CONSTRUCTION          | 69,853.66         | -                | <b>69,853.66</b>  |
| 250               | WATER FUND                  | 18,950.30         | 23,328.09        | <b>42,278.39</b>  |
| 255               | METER DEPOSITS              | -                 | -                | -                 |
| 260               | WATER CONSTRUCTION          | -                 | -                | -                 |
| 280               | AIRPORT FUND                | 654.72            | -                | <b>654.72</b>     |
| 300               | STREET FUND                 | 6,233.80          | 9,315.19         | <b>15,548.99</b>  |
| 330               | STORM WATER                 | -                 | -                | -                 |
| 420               | SEWER EFFLUENT LOAN         | -                 | -                | -                 |
| 430               | WWTP REPAY FUND             | -                 | -                | -                 |
| 450               | WTP E RES DEBT FUND         | -                 | -                | -                 |
| 500               | PARK DEVELOPMENT            | 470.75            | -                | <b>470.75</b>     |
| 550               | RV PARK FUND                | 534.01            | -                | <b>534.01</b>     |
| 580               | CAPITAL PROJECTS FUND       | -                 | -                | -                 |
|                   | <b>TOTAL ALL FUNDS</b>      | <b>235,633.86</b> | <b>78,431.78</b> | <b>314,065.64</b> |

# Accounts Payable

## Checks by Date - Detail by Check Date

User: lhiscocks  
Printed: 6/5/2023 9:51 AM



| Check No                      | Vendor No<br>Invoice No  | Vendor Name<br>Description   | Check Date<br>Reference  | Check Amount  |
|-------------------------------|--|--|--|---|
| 47394                         | 2398<br>INV-1-32020  | 911 SUPPLY INC<br>Uniform Allowance-Police   | 05/01/2023   | 199.07  |
| Total for Check Number 47394: |  |  |  | 199.07  |
| 47395                         | 4561<br>7715798<br>7715798   | ADVANTAGE SECURITY LLC<br>Contractual Services-WTP<br>Contractual Services-WWTP  | 05/01/2023   | 48.25<br>39.85  |
| Total for Check Number 47395: |  |  |  | 88.10   |
| 47396                         | 2288<br>1828420  | C & K MARKET<br>Operating Supplies-Police  | 05/01/2023   | 2.89  |
| Total for Check Number 47396: |  |  |  | 2.89  |
| 47397                         | 099W<br>March 23<br>March 23<br>March 23<br>March 23<br>March 23<br>March 23<br>March 23<br>March 23         | CITY OF MC - WATER BILLS<br>WATER & SEWER - PUB WORKS<br>WATER & SEWER - POOL<br>WATER & SEWER - PARKS<br>WATER & SEWER - COMM CTR<br>WATER & SEWER - WWTP<br>WATER & SEWER - LIBRARY<br>WATER & SEWER - FIRE<br>WATER & SEWER - PUB BLDGS             | 05/01/2023<br>871<br>108<br>PARKS<br>77<br>875, 875-001<br>502<br>1135<br>2, 1 | 124.00<br>70.51<br>613.93<br>128.75<br>130.01<br>124.00<br>132.25<br>248.00 |
| Total for Check Number 47397: |  |  |  | 1,571.45  |
| 47398                         | 7980<br>IN3386038<br>IN3386038<br>IN3386038<br>IN3386038<br>IN3386038<br>IN3386038<br>IN3386038<br>IN3386038 | CTX - Copytronix - A Xerox Company<br>COPY EXPENSE - PUB WORKS<br>COPY EXPENSE - WWTP<br>COPY EXPENSE - WATER MAINT<br>COPY EXPENSE - PB<br>COPY EXPENSE - POLICE<br>COPY EXPENSE - COURT<br>COPY EXPENSE - Park Dev<br>COPY EXPENSE - SUPPORT SERVICE | 05/01/2023   | 0.43<br>0.24<br>0.63<br>8.60<br>2.18<br>2.57<br>0.16<br>84.66               |
| Total for Check Number 47398: |  |  |  | 99.47   |
| 47399                         | 1395<br>634614   | CUES, INC.<br>Mint-Sewer Camera-SM   | 05/01/2023   | 590.70  |
| Total for Check Number 47399: |  |  |  | 590.70  |
| 47400                         | 1125<br>81292  | DOLE COALWELL<br>Contractual Services-Court  | 05/01/2023   | 1,264.80  |
| Total for Check Number 47400: |  |  |  | 1,264.80  |
| 47401                         | 1448   | DOUGLAS CO MANAGEMENT & FINA   | 05/01/2023   |   |



| Check No | Vendor No<br>Invoice No    | Vendor Name<br>Description  | Check Date<br>Reference  | Check Amount                                |
|----------|----------------------------|---|--|---|
|          | March 2023                 | Court Assessments-Court   |  | 492.00                                      |
|          |                            |   | Total for Check Number 47401:  | 492.00                                      |
| 47402    | 1218<br>2023-0402          | DOUGLAS CO PUBLIC WORKS<br>Contractual Services-SS  | 05/01/2023   | 1,050.00                                    |
|          |                            |   | Total for Check Number 47402:  | 1,050.00                                    |
| 47403    | 1940<br>DCSO FY-23-9 MC    | DOUGLAS CO SHERIFF'S OFFICE<br>Jail Expense-Police  | 05/01/2023   | 2,252.85                                    |
|          |                            |   | Total for Check Number 47403:  | 2,252.85                                    |
| 47404    | 1103                       | EBS TRUST<br>PR Batch 00002.04.2023 Dental Insurance<br>PR Batch 00002.04.2023 Medical/Vision Insurar<br>PR Batch 00002.04.2023 Medical/Vision Premiu<br>PR Batch 00002.04.2023 Dental Premium 5% | 05/01/2023<br>PR Batch 00002.04.2023 Den<br>PR Batch 00002.04.2023 Mec<br>PR Batch 00002.04.2023 Mec<br>PR Batch 00002.04.2023 Den | 2,269.48<br>30,493.25<br>1,604.87<br>119.32 |
|          |                            |   | Total for Check Number 47404:  | 34,486.92                                   |
| 47405    | 1544<br>610819             | EMERALD POOL & PATIO<br>Chlorine & Chemicals-Pool   | 05/01/2023   | 1,845.76                                    |
|          |                            |   | Total for Check Number 47405:  | 1,845.76                                    |
| 47406    | 1583<br>1198087<br>1198926 | FERGUSON WATERWORKS #3011<br>Pipes & Fittings-WM<br>Operating Supplies-WM   | 05/01/2023   | 169.34<br>1,048.95                          |
|          |                            |   | Total for Check Number 47406:  | 1,218.29                                    |
| 47407    | 8833<br>12-30419           | FRESH AIRE OFFICE FRAGRANCING C<br>Contractual Services-SS  | 05/01/2023   | 44.00                                       |
|          |                            |   | Total for Check Number 47407:  | 44.00                                       |
| 47408    | 5321<br>301906             | HPS PIPE & SUPPLY, INC<br>Equip Maint & Repair-WTP  | 05/01/2023   | 5,198.87                                    |
|          |                            |   | Total for Check Number 47408:  | 5,198.87                                    |
| 47409    | 4558                       | I.B.E.W. LOCAL UNION 659<br>PR Batch 00002.04.2023 Union Dues<br>PR Batch 00002.04.2023 Union Dues  | 05/01/2023<br>PR Batch 00002.04.2023 Unic<br>PR Batch 00002.04.2023 Unic   | 36.21<br>283.83                             |
|          |                            |   | Total for Check Number 47409:  | 320.04                                      |
| 47410    | 2109<br>689902             | KNIFE RIVER<br>Operating Supplies-Streets   | 05/01/2023   | 50.00                                       |
|          |                            |   | Total for Check Number 47410:  | 50.00                                       |
| 47411    | 1140<br>March 2023         | OR DEPT OF REVENUE<br>Court Assessment-Court  | 05/01/2023   | 2,718.41                                    |
|          |                            |   | Total for Check Number 47411:  | 2,718.41                                    |
| 47412    | 1245<br>ARI23515           | OR SECRETARY OF STATE<br>Contractual Services-SS  | 05/01/2023   | 300.00                                      |

| Check No                         | Vendor No<br>Invoice No                  | Vendor Name<br>Description  | Check Date<br>Reference                   | Check Amount                           |
|----------------------------------|--|---|---|--|
| Total for Check Number 47412:    |  |   |   | 300.00                                 |
| 47413                            | 8200<br>15690                            | REVIZE LLC<br>Misc-SS   | 05/01/2023                                | 1,975.00                               |
| Total for Check Number 47413:    |  |   |   | 1,975.00                               |
| 47414                            | 3405<br>656664                           | SAN DIEGO POLICE EQUIPMENT CO<br>Equip Maint & Repair-Police                                  | 05/01/2023                                | 301.34                                 |
| Total for Check Number 47414:    |  |   |   | 301.34                                 |
| 47415                            | 5238<br>2780                             | SHIELDS PLUMBING<br>Bldg & Grounds Maint-Pool   | 05/01/2023                                | 1,950.00                               |
| Total for Check Number 47415:    |  |   |   | 1,950.00                               |
| 47416                            | 8832<br>7309<br>7428<br>7428<br>7428     | SYSTECH<br>Telephone-SS<br>Equipment-General<br>Telephone-SS<br>Telephone-Police              | 05/01/2023                                | 330.00<br>1,675.00<br>593.92<br>136.05 |
| Total for Check Number 47416:    |  |   |   | 2,734.97                               |
| 47417                            | 1220                                     | U S NATIONAL BANK<br>PR Batch 00002.04.2023 Police Union Dues                                 | 05/01/2023<br>PR Batch 00002.04.2023 Poli | 200.00                                 |
| Total for Check Number 47417:    |  |   |   | 200.00                                 |
| 47418                            | 1200<br>M070274<br>M070342               | UMPQUA RESEARCH COMPANY<br>Regulatory Services-WTP<br>Regulatory Services-WWTP                | 05/01/2023                                | 96.00<br>2,351.40                      |
| Total for Check Number 47418:    |  |   |   | 2,447.40                               |
| 47419                            | 7979<br>499647550<br>499647550           | US BANK EQUIPMENT FINANCE<br>Copier Expense-SS<br>Operating Supplies-Fire                     | 05/01/2023                                | 207.72<br>69.25                        |
| Total for Check Number 47419:    |  |   |   | 276.97                                 |
| 47420                            | 0205<br>573574833                        | US CELLULAR<br>Cotractual Services-SS   | 05/01/2023                                | 91.02                                  |
| Total for Check Number 47420:    |  |   |   | 91.02                                  |
| 47421                            | 1205<br>90904                            | VALLEY TIRE CENTER POINT S<br>Equip Maint & Repair-PW   | 05/01/2023                                | 295.00                                 |
| Total for Check Number 47421:    |  |   |   | 295.00                                 |
| 95042723                         | 050S<br>95042723<br>95042723<br>95042723 | UMPQUA BANK-EFTPS (STATE)<br>STATE WH TAXES<br>STATE oregon paid leave<br>STATE TRANSIT TAXES | 05/01/2023                                | 3,586.25<br>549.23<br>54.91            |
| Total for Check Number 95042723: |  |   |   | 4,190.39                               |
| Total for 5/1/2023:              |  |   |   | 68,255.71                              |

| Check No                         | Vendor No<br>Invoice No | Vendor Name<br>Description             | Check Date<br>Reference | Check Amount |
|----------------------------------|-------------------------|--|-------------------------|--------------|
| 88820973                         | 8430                    | SNIDER ENERGY / PACIFIC PRIDE          | 05/08/2023              |              |
|                                  | CL19484                 | GAS/OIL/LUBE- POLICE                   |                         | 506.30       |
|                                  | CL20973                 | GAS/OIL/LUBE- POLICE                   |                         | 264.27       |
|                                  | CL22339                 | GAS/OIL/LUBE- POLICE                   |                         | 475.99       |
| Total for Check Number 88820973: |                         |  |                         | 1,246.56     |
| Total for 5/8/2023:              |                         |  |                         | 1,246.56     |
| 47422                            | 1181                    | ALLEN RENTAL                           | 05/12/2023              |              |
|                                  | 27538                   | EQUIP MAINT AND REPAIR- PUBLIC WORKS   |                         | 257.74       |
|                                  | 27538                   | EQUIP MAINT AND REPAIR- WWTP           |                         | 257.74       |
|                                  | 27538                   | EQUIP MAINT AND REPAIR- WTP            |                         | 257.74       |
| Total for Check Number 47422:    |                         |  |                         | 773.22       |
| 47423                            | 1266                    | AMERICAN WATER WORKS ASSN              | 05/12/2023              |              |
|                                  | 00884732                | MEMEBERSHIP AND TRAINING- WM           |                         | 400.00       |
| Total for Check Number 47423:    |                         |  |                         | 400.00       |
| 47424                            | 1236                    | APEX ACE HOME CENTER                   | 05/12/2023              |              |
|                                  | 353214                  | Bldg & Grounds Maint-Parks             |                         | 37.99        |
| Total for Check Number 47424:    |                         |  |                         | 37.99        |
| 47425                            | 2137                    | AVISTA UTILITIES                       | 05/12/2023              |              |
|                                  | April                   | GAS HEAT - SEWER MT                    | 270193                  | 17.51        |
|                                  | April                   | GAS HEAT - COMM CTR                    | 268180                  | 248.42       |
|                                  | April                   | GAS HEAT - PUB BLDGS                   | 264966                  | 400.40       |
|                                  | April                   | GAS HEAT - PUB WORKS                   | 269323                  | 136.27       |
|                                  | April                   | GAS HEAT - FIRE                        | 269650                  | 771.60       |
|                                  | April                   | GAS HEAT - POOL                        | 265671                  | 17.51        |
|                                  | April                   | GAS HEAT - SEWER MT                    | 269006                  | 17.51        |
|                                  | April                   | GAS HEAT - WWTP                        | 74666                   | 3,133.44     |
| Total for Check Number 47425:    |                         |  |                         | 4,742.66     |
| 47427                            | 1431                    | CHARTER COMMUNICATIONS                 | 05/12/2023              |              |
|                                  | 0128070043023           | Membership & Training- Fire            |                         | 99.98        |
|                                  | 0128070043023           | Telephone - Fire                       |                         | 243.56       |
| Total for Check Number 47427:    |                         |  |                         | 343.54       |
| 47428                            | 1507                    | COOPERS PEST CONTROL                   | 05/12/2023              |              |
|                                  | 23091                   | BLDG & GROUND MAINT- PUBLIC BUILDING   |                         | 48.00        |
| Total for Check Number 47428:    |                         |  |                         | 48.00        |
| 47429                            | 7755                    | DOUGLAS AUTO PARTS                     | 05/12/2023              |              |
|                                  | 5561-277461             | VEHICAL MAINT- FIRE                    |                         | 1,082.40     |
|                                  | 5561-277473             | VEHICAL MAINT- FIRE                    |                         | 773.16       |
|                                  | 5561-277506             | VEHICAL MAINT- FIRE                    |                         | 160.00       |
| Total for Check Number 47429:    |                         |  |                         | 2,015.56     |
| 47430                            | 1422                    | DOUGLAS COUNTY MAIL                    | 05/12/2023              |              |
|                                  | 04302023                | CONTRACTUAL SERVICES- SUPPORT SERVICES |                         | 364.80       |

| Check No                      | Vendor No<br>Invoice No | Vendor Name<br>Description          | Check Date<br>Reference | Check Amount |
|-------------------------------|-------------------------|-------------------------------------|-------------------------|--------------|
| Total for Check Number 47430: |                         |                                     |                         | 364.80       |
| 47431                         | 8688                    | DOUGLAS FAST NET                    | 05/12/2023              |              |
|                               | 1234340                 | TELEPHONE- PUBLIC WORKS             |                         | 200.00       |
|                               | 1234340                 | TELEPHONE- WWTP                     |                         | 235.66       |
|                               | 1234340                 | TELEPHONE- WTP                      |                         | 200.00       |
|                               | 287200                  | CONTRACTUAL SERVICES- AIRPORT       |                         | 122.13       |
|                               | 287200                  | CONTRACTUAL SERVICES- RV PARK       |                         | 112.49       |
| Total for Check Number 47431: |                         |                                     |                         | 870.28       |
| 47432                         | 1583                    | FERGUSON WATERWORKS #3011           | 05/12/2023              |              |
|                               | 1182968                 | TOOLS AND EQUIPMENT- WATER MAINT    |                         | 114.56       |
|                               | 1200762                 | PIPES AND FITTINGS- WATER MAINT     |                         | 297.18       |
| Total for Check Number 47432: |                         |                                     |                         | 411.74       |
| 47433                         | 5701                    | HAYS OIL COMPANY                    | 05/12/2023              |              |
|                               | April 2023              | Gas/Oil/Lube-Parks                  |                         | 175.82       |
|                               | April 2023              | Gas/Oil/Lube-PW                     |                         | 591.21       |
|                               | April 2023              | Gas/Oil/Lube-Fire                   |                         | 149.72       |
| Total for Check Number 47433: |                         |                                     |                         | 916.75       |
| 47434                         | 4543                    | ICONIX WATERWORKS (US) INC.         | 05/12/2023              |              |
|                               | U2316016064             | Bldg & Grounds Maint-Parks          |                         | 608.49       |
|                               | U2316016608             | Bldg & Grounds Maint-Parks          |                         | 159.31       |
| Total for Check Number 47434: |                         |                                     |                         | 767.80       |
| 47435                         | 2011                    | JAVELINA TRADING COMPANY            | 05/12/2023              |              |
|                               | 2305005                 | TOOLS AND EQUIPMENT- WASTE WATER    |                         | 260.17       |
| Total for Check Number 47435: |                         |                                     |                         | 260.17       |
| 47436                         | 2205                    | LASKEY-CLIFTON CORPORATION          | 05/12/2023              |              |
|                               | 5                       | CAPITAL OUTLAY- SEWER CONSTRUCTIO   |                         | 57,849.73    |
| Total for Check Number 47436: |                         |                                     |                         | 57,849.73    |
| 47437                         | 1407                    | M C VOLUNTEER FIRE DEPT             | 05/12/2023              |              |
|                               | 1828440                 | OPERATING SUPPLIES- FIRE            |                         | 24.99        |
|                               | 2418                    | MEMBERSHIP AND TRAINING- FIRE       |                         | 60.00        |
|                               | 2420                    | OPERATING SUPPLIES- FIRE            |                         | 229.00       |
|                               | 4713771148              | OPERATING SUPPLIES- FIRE            |                         | 300.00       |
| Total for Check Number 47437: |                         |                                     |                         | 613.99       |
| 47438                         | 8895                    | VINCENT MASOTTO                     | 05/12/2023              |              |
|                               | 2023                    | OPERATING SUPPLIES- SEWER (BOOT REI |                         | 150.00       |
| Total for Check Number 47438: |                         |                                     |                         | 150.00       |
| 47439                         | 1039                    | MSK BUILDING SUPPLY                 | 05/12/2023              |              |
|                               | 589942                  | STREETS/STORM LINE MAINT- STREETS   |                         | 1,196.37     |
|                               | 591028                  | BLDG AND GROUNDS MAINT- RV PARK     |                         | 8.47         |
|                               | 591095                  | CAPITAL PROJECTS- PARK DEVELOPMEN   |                         | 174.03       |
|                               | 591121                  | OPERATING SUPPLIES- STREETS         |                         | 17.54        |
|                               | 591167                  | BLDG AND GROUNDS MAINT- PARKS       |                         | 25.79        |
|                               | 72897                   | MISC- PUBLIC WORKS                  |                         | 8.99         |
|                               | 72970                   | VEHICLE MAINT AND REPAIR- FIRE      |                         | 7.99         |

| Check No                      | Vendor No<br>Invoice No | Vendor Name<br>Description         | Check Date<br>Reference | Check Amount |
|-------------------------------|-------------------------|------------------------------------|-------------------------|--------------|
|                               | 73037                   | BLDG AND GROUNDS MAINT- PARKS      |                         | 22.48        |
|                               | 73043                   | BLDG AND GROUNDS MAINT- PARKS      |                         | 2.99         |
|                               | 73102                   | VEHICLE MAINT AND REPAIR- FIRE     |                         | 46.77        |
|                               | 73113                   | BLDG AND GROUND MAINT- RV PARK     |                         | 15.98        |
|                               | 73154                   | BLDG AND GROUNDS MAINT- PARKS      |                         | 3.29         |
|                               | 73165                   | BLDG AND GROUND MAINT- PARK        |                         | 11.88        |
|                               | 73168                   | BLDG AND GROUND MAINT- PARK        |                         | 1.78         |
|                               | 73344                   | MISC- WATER MAINT                  |                         | 14.98        |
|                               | 73357                   | PIPES AND FITTINGS- WATER MAINT    |                         | 16.99        |
|                               | 73364                   | BLDG AND GROUNDS MAINT- PARKS      |                         | 1.98         |
|                               | 73397                   | CAPITAL PROJECTS- PARK DEVELOPMEN  |                         | 94.29        |
|                               | 73421                   | BLDG AND GROUNDS MAINT- LIBRARY    |                         | 5.58         |
|                               | 73466                   | BLDG AND GROUNDS MAINT- PARKS      |                         | 10.99        |
|                               | 73502                   | CAPITAL PROJECTS- PARK DEVELOPMEN  |                         | 4.27         |
|                               | 73523                   | BLDG AND GROUNDS MAINT- RV PARK    |                         | 19.99        |
|                               | 73526                   | BLDG AND GROUNDS MAINT- RV PARK    |                         | 3.58         |
|                               | 73553                   | EQUIPMENT MAINT AND REPAIR- POLICE |                         | 10.98        |
|                               | 73562                   | BLDG AND GROUNDS MAINT- AIRPORT    |                         | 18.99        |
|                               | 73564                   | BLDG AND GROUNDS MAINT- PARKS      |                         | 43.98        |
|                               | 73583                   | TOOLS AND EQUIP- STREETS           |                         | 5.99         |
| Total for Check Number 47439: |                         |                                    |                         | 1,796.94     |
| 47440                         | 1119                    | MYRTLE CREEK SAW SHOP              | 05/12/2023              |              |
|                               | 342393                  | OPERATING SUPPLIES- PARKS          |                         | 10.99        |
|                               | 343906                  | BLDG & GROUNDS MAINT- WATER TREAT  |                         | 23.99        |
|                               | 343966                  | BLDG & GROUNDS MAINT- RV PARK      |                         | 35.00        |
| Total for Check Number 47440: |                         |                                    |                         | 69.98        |
| 47441                         | 1833                    | ONE CALL CONCEPTS, INC             | 05/12/2023              |              |
|                               | 3040434                 | MISC- WATER MAINT                  |                         | 40.60        |
|                               | 3040434                 | MISC- SEWER MAINT                  |                         | 40.60        |
| Total for Check Number 47441: |                         |                                    |                         | 81.20        |
| 47442                         | 2272                    | OR DEPT OF TRANSPORTATION          | 05/12/2023              |              |
|                               | M0424409450             | CONTRACTUAL SERVICES- STREETS      |                         | 196.26       |
| Total for Check Number 47442: |                         |                                    |                         | 196.26       |
| 47443                         | 1251                    | OREGON LINEN                       | 05/12/2023              |              |
|                               | 930540-936103           | CONTRACTUAL SERVICES- WASTE WATER  |                         | 19.18        |
|                               | 930555                  | OPERATING SUPPLIES- FIRE           |                         | 49.68        |
|                               | 930557-936120           | CONTRACTUAL SERVICES- SUPPORT SERV |                         | 71.91        |
|                               | 936121                  | OPERATING SUPPLIES- POLICE         |                         | 32.57        |
| Total for Check Number 47443: |                         |                                    |                         | 173.34       |
| 47444                         | 3017                    | POLYDYNE, INC                      | 05/12/2023              |              |
|                               | 1735854                 | CHEMICALS- WASTE WATER TREATMENT   |                         | 4,237.29     |
| Total for Check Number 47444: |                         |                                    |                         | 4,237.29     |
| 47445                         | 3215                    | RAILROAD MANAGEMENT CO II LLC      | 05/12/2023              |              |
|                               | 479861                  | CONTRACTUAL SERVICES- WATER MAINT  |                         | 656.53       |
| Total for Check Number 47445: |                         |                                    |                         | 656.53       |
| 47446                         | 1283                    | CITY OF ROSEBURG                   | 05/12/2023              |              |
|                               | May 2023                | TRAVEL EXPENSE                     | Judge Services          | 75.00        |
|                               | May 2023                | CONTRACTUAL SVCS-COURT             | Judge Services          | 1,175.00     |

| Check No                      | Vendor No<br>Invoice No  | Vendor Name<br>Description  | Check Date<br>Reference  | Check Amount  |
|-------------------------------|--|---|--|---|
| Total for Check Number 47446: |  |   |  | 1,250.00  |
| 47447                         | 2283<br>888148SC   | ROTO-ROOTER OF DOUGLAS COUNT<br>Contractual Services-Airport  | 05/12/2023   | 75.00   |
| Total for Check Number 47447: |  |   |  | 75.00   |
| 47448                         | 1175<br>356956<br>356956<br>356956<br>356956   | SHIRTCLIFF OIL COMPANY<br>GAS - PARKS<br>GAS - AIRPORT<br>GAS - PUBLIC WORKS<br>GAS - WWTP  | 05/12/2023   | 413.69<br>38.50<br>306.30<br>356.05   |
| Total for Check Number 47448: |  |   |  | 1,114.54  |
| 47449                         | 1341<br>APRIL 2024<br>APRIL 2024<br>APRIL 2024<br>APRIL 2024<br>APRIL 2024<br>APRIL 2024<br>APRIL 2024<br>APRIL 2024 | SOUTH UMPQUA DISPOSAL<br>Contractual Services-WWTP<br>Bldg & Grounds Maint-Fire<br>BLDG AND GROUND MAINT- AIRPORT<br>Bldg & Grounds Maint-CC<br>Operating Supplies-PB<br>Operating Supplies-WTP<br>Bldg & Grounds Maint-RV<br>Operating Supplies-SS | 05/12/2023   | 166.75<br>100.60<br>41.10<br>100.60<br>131.10<br>126.00<br>338.50<br>126.00 |
| Total for Check Number 47449: |  |   |  | 1,130.65  |
| 47450                         | 2305<br>012941<br>012941<br>012941<br>INV-012574<br>INV-012574<br>INV-012574   | SPRINGBROOK HOLDING COMPANY<br>OPERATING SUPPLIES - WATER MT<br>OPERATING SUPPLIES - SEWER MT<br>OPERATING SUPPLIES - STREETS<br>OPERATING SUPPLIES - WATER MT<br>OPERATING SUPPLIES - SEWER MT<br>OPERATING SUPPLIES - STREETS                     | 05/12/2023<br>Online Bill Pay<br>Online Bill Pay<br>Online Bill Pay<br>Online Bill Pay<br>Online Bill Pay<br>Online Bill Pay | 317.94<br>416.35<br>22.71<br>268.76<br>351.96<br>19.20                      |
| Total for Check Number 47450: |  |   |  | 1,396.92  |
| 47451                         | 4601<br>582023   | STATE OF OREGON<br>OPERATING SUPPLIES- POLICE   | 05/12/2023   | 40.00   |
| Total for Check Number 47451: |  |   |  | 40.00   |
| 47452                         | 1276<br>41552  | SUNRISE ENTERPRISES of ROSEBURG<br>CONTRACTUAL SERVICES- PUB BUILDING   | 05/12/2023   | 1,203.37  |
| Total for Check Number 47452: |  |   |  | 1,203.37  |
| 47453                         | 8832<br>4890<br>7847<br>7847<br>7847<br>7847   | SYSTECH<br>ARPA- CAMERAS<br>CONTRACTUAL SERVICES- WASTE WATER<br>EQUIPMENT- GENERAL EQUIP<br>CONTRACTUAL SERVICES- SUPPORT SERV<br>CONTRACTUAL SERVICES- POLICE   | 05/12/2023   | 6,249.94<br>299.00<br>989.00<br>569.50<br>560.00                            |
| Total for Check Number 47453: |  |   |  | 8,667.44  |
| 47454                         | 1200<br>M070402  | UMPQUA RESEARCH COMPANY<br>REGULATORY SERVICES- WATER TREATM  | 05/12/2023   | 964.20  |
| Total for Check Number 47454: |  |   |  | 964.20  |

| Check No                         | Vendor No<br>Invoice No                  | Vendor Name<br>Description   | Check Date<br>Reference  | Check Amount                     |
|----------------------------------|--|--|--|----------------------------------|
| 47455                            | 3954<br>7980VF163                        | UPS<br>OPERATING SUPPLIES- POLICE  | 05/12/2023   | 23.87                            |
| Total for Check Number 47455:    |  |  |  | 23.87                            |
| 47456                            | 1648<br>865                              | USA BLUE BOOK<br>OPERATING SUPPLIES- WASTE WATER TRI   | 05/12/2023   | 453.63                           |
| Total for Check Number 47456:    |  |  |  | 453.63                           |
| 47457                            | 1687<br>April 2023                       | ZIPLY FIBER<br>Telephone-SS  | 05/12/2023   | 139.19                           |
| Total for Check Number 47457:    |  |  |  | 139.19                           |
| 94151523                         | 050F<br>94151523<br>94151523<br>94151523 | UMPQUA BANK-EFTPS (FED)<br>FICA Taxes<br>Medicare Taxes<br>Federal WH Taxes                      | 05/12/2023   | 6,428.08<br>1,503.32<br>4,122.86 |
| Total for Check Number 94151523: |  |  |  | 12,054.26                        |
| 99942723                         | 1224<br>99942723<br>99942723             | OREGON PERS<br>Employer Amount<br>Pickup Amount  | 05/12/2023   | 12,200.44<br>3,964.66            |
| Total for Check Number 99942723: |  |  |  | 16,165.10                        |
| Total for 5/12/2023:             |  |  |  | 122,455.94                       |
| 88851523                         | 1832<br>May 15                           | NATIONWIDE RETIREMENT SOLUTIO<br>PR Employee 457B Plan   | 05/15/2023<br>25992001   | 1,275.00                         |
| Total for Check Number 88851523: |  |  |  | 1,275.00                         |
| 99951523                         | 1224<br>99951523<br>99951523             | OREGON PERS<br>Employer Amount<br>Pickup Amount  | 05/15/2023   | 9,400.16<br>3,154.59             |
| Total for Check Number 99951523: |  |  |  | 12,554.75                        |
| Total for 5/15/2023:             |  |  |  | 13,829.75                        |
| 95051523                         | 050S<br>95051523<br>95051523<br>95051523 | UMPQUA BANK-EFTPS (STATE)<br>STATE TRANSIT TAXES<br>Oregon Paid leave<br>STATE WH TAXES          | 05/17/2023   | 50.62<br>506.13<br>3,360.49      |
| Total for Check Number 95051523: |  |  |  | 3,917.24                         |
| Total for 5/17/2023:             |  |  |  | 3,917.24                         |
| 47458                            | 1226                                     | AFLAC INSURANCE<br>PR Batch 00001.05.2023 AFLAC INS (Pretax)<br>PR Batch 00001.05.2023 AFLAC INS | 05/19/2023<br>PR Batch 00001.05.2023 AFL<br>PR Batch 00001.05.2023 AFL | 381.86<br>35.49                  |
| Total for Check Number 47458:    |  |  |  | 417.35                           |

| Check No                      | Vendor No<br>Invoice No               | Vendor Name<br>Description  | Check Date<br>Reference                   | Check Amount                       |
|-------------------------------|---------------------------------------|---|---|------------------------------------|
| 47459                         | 8853<br>MYCR0523<br>MYCRBYS 0423      | RA OUTDOORS LLC ASPIRA<br>RV PARK BOOK YOUR SITE FEE<br>RV PARK BOOK YOUR SITE FEE                        | 05/19/2023<br>MONTHLY FEE<br>MONTHLY FEE  | <br>99.00<br>99.00                 |
| Total for Check Number 47459: |                                       |   |   | 198.00                             |
| 47460                         | 1315<br>3915<br>3917                  | CASCADE FIRE EQUIPMENT CO<br>SAFETY EQUIPMENT- FIRE<br>SAFETY EQUIPMENT- FIRE                             | 05/19/2023                                | <br>3,492.00<br>935.00             |
| Total for Check Number 47460: |                                       |   |   | 4,427.00                           |
| 47461                         | 1507<br>23247                         | COOPERS PEST CONTROL<br>BLDG AND GROUNDS MAINT- PUBLIC BU   | 05/19/2023                                | <br>94.00                          |
| Total for Check Number 47461: |                                       |   |   | 94.00                              |
| 47462                         | 1597<br>11430                         | DAY OR NIGHT ELECTRIC<br>BLAD GROUND AND MAINT- AIRPORT   | 05/19/2023                                | <br>359.00                         |
| Total for Check Number 47462: |                                       |   |   | 359.00                             |
| 47463                         | 8898<br>679347                        | DOUGLAS CO SOLID WASTE<br>CONTRACTUAL SERVICES- STREETS   | 05/19/2023                                | <br>148.52                         |
| Total for Check Number 47463: |                                       |   |   | 148.52                             |
| 47464                         | 1494<br>29950<br>29951                | THE DYER PARTNERSHIP ENGINEERS<br>CONTRACTUAL SERVICES- STREETS<br>CAPITAL OUTLAY-STREETS                 | 05/19/2023                                | <br>75.00<br>12,003.93             |
| Total for Check Number 47464: |                                       |   |   | 12,078.93                          |
| 47465                         | 1583<br>1154300<br>1200759<br>1201300 | FERGUSON WATERWORKS #3011<br>PIPES AND FITTINGS- WATER MAINT<br>EQUIP- WATER MAINT<br>EQUIP - WATER MAINT | 05/19/2023                                | <br>294.80<br>1,750.62<br>1,602.60 |
| Total for Check Number 47465: |                                       |   |   | 3,648.02                           |
| 47466                         | 2073<br>42123<br>42123                | GOSSELIN CONSTRUCTION<br>LEAK REPAIR<br>STREETS-  | 05/19/2023                                | <br>4,479.50<br>4,479.50           |
| Total for Check Number 47466: |                                       |   |   | 8,959.00                           |
| 47467                         | 6590<br>744154501                     | HOME DEPOT PRO formerly Supply Wor<br>OPERATING SUPPLIES- PARKS   | 05/19/2023                                | <br>330.85                         |
| Total for Check Number 47467: |                                       |   |   | 330.85                             |
| 47468                         | 4529                                  | HRA VEBA TRUST<br>PR Batch 00001.05.2023 HRA-VEBA Benefit   | 05/19/2023<br>PR Batch 00001.05.2023 HR/  | <br>3,900.00                       |
| Total for Check Number 47468: |                                       |   |   | 3,900.00                           |
| 47469                         | 4558                                  | I.B.E.W. LOCAL UNION 659<br>PR Batch 00001.05.2023 Union Dues   | 05/19/2023<br>PR Batch 00001.05.2023 Unic | <br>320.05                         |
| Total for Check Number 47469: |                                       |   |   | 320.05                             |
| 47470                         | 4628<br>66180-66181                   | LOCAL GOVERNMENT LAW GROUP P<br>CONTRACTUAL SERVICES- SUPPORT SERV  | 05/19/2023                                | <br>414.50                         |



| Check No                          | Vendor No<br>Invoice No | Vendor Name<br>Description               | Check Date<br>Reference     | Check Amount |
|-----------------------------------|-------------------------|--|-----------------------------|--------------|
| Total for Check Number 47470:     |                         |  |                             | 414.50       |
| 47471                             | 1119                    | MYRTLE CREEK SAW SHOP                    | 05/19/2023                  |              |
|                                   | 343189                  | TOOLS- WATER MAINT                       |                             | 243.33       |
|                                   | 343189                  | TOOLS- PARKS                             |                             | 243.33       |
|                                   | 343189                  | TOOLS- SEWER MAINT                       |                             | 243.33       |
| Total for Check Number 47471:     |                         |  |                             | 729.99       |
| 47472                             | 2305                    | SPRINGBROOK HOLDING COMPANY I            | 05/19/2023                  |              |
|                                   | INV-012941              | OPERATING SUPPLIES - WATER MT            | Online Bill Pay             | 317.94       |
|                                   | INV-012941              | OPERATING SUPPLIES - STREETS             | Online Bill Pay             | 22.71        |
|                                   | INV-012941              | OPERATING SUPPLIES - SEWER MT            | Online Bill Pay             | 416.35       |
| Total for Check Number 47472:     |                         |  |                             | 757.00       |
| 47473                             | 1220                    | U S NATIONAL BANK                        | 05/19/2023                  |              |
|                                   |                         | PR Batch 00001.05.2023 Police Union Dues | PR Batch 00001.05.2023 Poli | 200.00       |
| Total for Check Number 47473:     |                         |  |                             | 200.00       |
| 47474                             | 3954                    | UPS                                      | 05/19/2023                  |              |
|                                   | 7980VF193               | OPERATING SUPPLIES- POLICE               |                             | 1.91         |
| Total for Check Number 47474:     |                         |  |                             | 1.91         |
| 47475                             | 4045                    | VERIZON WIRELESS                         | 05/19/2023                  |              |
|                                   | 9934813574              | TELEPHONE- PUBLIC WORKS                  |                             | 43.41        |
|                                   | 9934813575              | TELEPHONE- FIRE                          |                             | 80.67        |
| Total for Check Number 47475:     |                         |  |                             | 124.08       |
| 47476                             | 7067                    | WALTER E. NELSON CO.                     | 05/19/2023                  |              |
|                                   | 123578                  | OPERATING SUPPLIES- WASTE WATER TRI      |                             | 437.00       |
| Total for Check Number 47476:     |                         |  |                             | 437.00       |
| Total for 5/19/2023:              |                         |  |                             | 37,545.20    |
| 88823836                          | 8430                    | SNIDER ENERGY / PACIFIC PRIDE            | 05/22/2023                  |              |
|                                   | cl23836                 | GAS/OIL/LUBE- POLICE                     |                             | 352.56       |
| Total for Check Number 88823836:  |                         |  |                             | 352.56       |
| 88886030                          | 2855                    | BMS TECHNOLOGIES                         | 05/22/2023                  |              |
|                                   | 86030                   | POSTAGE & ENVELOPES - STREETS            |                             | 25.41        |
|                                   | 86030                   | POSTAGE & ENVELOPES - SEWER MT           |                             | 465.89       |
|                                   | 86030                   | POSTAGE & ENVELOPES - WATER MT           |                             | 355.77       |
| Total for Check Number 88886030:  |                         |  |                             | 847.07       |
| Total for 5/22/2023:              |                         |  |                             | 1,199.63     |
| 888051120                         | 1097                    | AT&T MOBILITY                            | 05/25/2023                  |              |
|                                   | 112023                  | telephone- police                        |                             | 344.29       |
| Total for Check Number 888051120: |                         |  |                             | 344.29       |
| 888244932                         | 1195                    | STANDARD INSURANCE                       | 05/25/2023                  |              |

| Check No                          | Vendor No<br>Invoice No | Vendor Name<br>Description          | Check Date<br>Reference | Check Amount |
|-----------------------------------|-------------------------|-------------------------------------|-------------------------|--------------|
|                                   | 244932                  | LIFE INSURANCE - SUPP SVCS          |                         | 27.57        |
|                                   | 244932                  | LIFE INSURANCE - STREETS            |                         | 9.20         |
|                                   | 244932                  | LIFE INSURANCE - POLICE             |                         | 81.52        |
|                                   | 244932                  | LIFE INSURANCE - WATER PLANT        |                         | 18.42        |
|                                   | 244932                  | LIFE INSURANCE - SEWER MT           |                         | 16.84        |
|                                   | 244932                  | LIFE INSURANCE - COURT              |                         | 9.20         |
|                                   | 244932                  | LIFE INSURANCE - WWTP               |                         | 18.33        |
|                                   | 244932                  | LIFE INSURANCE - FIRE               |                         | 236.52       |
|                                   | 244932                  | LIFE INSURANCE - PUB BLDGS          |                         | 4.60         |
|                                   | 244932                  | LIFE INSURANCE - WATER MT           |                         | 19.92        |
|                                   | 244932                  | LIFE INSURANCE - PARKS              |                         | 13.78        |
| Total for Check Number 888244932: |                         |                                     |                         | 455.90       |
| Total for 5/25/2023:              |                         |                                     |                         | 800.19       |
| 88852623                          | 1543                    | ELAN FINANCIAL SERVICES             | 05/26/2023              |              |
|                                   | 88852623                | TOOLS AND EQUIPMENT- WASTE WATER    |                         | 355.94       |
|                                   | 88852623                | OPERATING SUPPLIES- PARKS           |                         | 279.54       |
|                                   | 88852623                | OPERATING SUPPLIES- POLICE          |                         | 142.21       |
|                                   | 88852623                | EXPENSE ALLOWANCE- POLICE           |                         | 76.43        |
|                                   | 88852623                | CAPITAL PROJECTS- RV DEVELOPMENT    |                         | 1,984.36     |
|                                   | 88852623                | MEMBERSHIP AND TRAINING- POLICE     |                         | 210.00       |
|                                   | 88852623                | OPERATING SUPPLIES- SEWER PLANT     |                         | 35.99        |
|                                   | 88852623                | BLDG GROUNDS AND MAINT- PARKS       |                         | 174.42       |
|                                   | 88852623                | TOOLS AND EQUIPMENT- STREETS        |                         | 141.97       |
|                                   | 88852623                | OPERATING SUPPLIES- RV PARK         |                         | 30.00        |
|                                   | 88852623                | MEMBERSHIP AND TRAINING- WASTE WA   |                         | 124.55       |
|                                   | 88852623                | BLDG GROUNDS AND MAINT- PUBLIC BU   |                         | 185.32       |
|                                   | 88852623                | BUILDING IMPROVMENTS- PUBLIC BUIL   |                         | 14.00        |
|                                   | 88852623                | OPERATING SUPPLIES- SEWER MAINT     |                         | 35.99        |
|                                   | 88852623                | OPERATING SUPPLIES- SUPPORT SERVICE |                         | 44.24        |
|                                   | 88852623                | MISC- SUPPORT SERVICES              |                         | 10.00        |
| Total for Check Number 88852623:  |                         |                                     |                         | 3,844.96     |
| Total for 5/26/2023:              |                         |                                     |                         | 3,844.96     |
| 88825242                          | 8430                    | SNIDER ENERGY / PACIFIC PRIDE       | 05/31/2023              |              |
|                                   | cl25242                 | GAS/OIL/LUBE- POLICE                |                         | 515.62       |
| Total for Check Number 88825242:  |                         |                                     |                         | 515.62       |
| 88852023                          | 050V                    | UMPQUA BANK/VISA FEES               | 05/31/2023              |              |
|                                   | may 23                  |                                     |                         | 44.13        |
|                                   | may 23                  |                                     |                         | 126.69       |
|                                   | may 23                  |                                     |                         | 617.82       |
|                                   | may 23                  |                                     |                         | 519.58       |
|                                   | may 23                  |                                     |                         | 126.69       |
|                                   | may 23                  |                                     |                         | 809.05       |
| Total for Check Number 88852023:  |                         |                                     |                         | 2,243.96     |
| 88853123                          | 1832                    | NATIONWIDE RETIREMENT SOLUTIO       | 05/31/2023              |              |
|                                   | MAY 2023                | PR Employee 457B Plan               | 25992001                | 1,275.00     |
| Total for Check Number 88853123:  |                         |                                     |                         | 1,275.00     |

| Check No                         | Vendor No<br>Invoice No | Vendor Name<br>Description | Check Date<br>Reference | Check Amount |
|----------------------------------|-------------------------|----------------------------|-------------------------|--------------|
| 94153123                         | 050F                    | UMPQUA BANK-EFTPS (FED)    | 05/31/2023              |              |
|                                  | 94153123                | Federal WH Taxes           |                         | 4,662.74     |
|                                  | 94153123                | FICA Taxes                 |                         | 7,067.14     |
|                                  | 94153123                | Medicare Taxes             |                         | 1,652.80     |
| Total for Check Number 94153123: |                         |                            |                         | 13,382.68    |
| Total for 5/31/2023:             |                         |                            |                         | 17,417.26    |
| Report Total (98 checks):        |                         |                            |                         | 270,512.44   |



# **Community Development Department Monthly Report**

**June 16, 2023**

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## **January General Planning Statistics:**

### **2 Land Use Compatibility Statements**

**DEQ for subdivision sewer extension**

**Oregon Department of Agriculture-hemp handler's license**

### **1 Planning Clearance - ADU**

## **Significant Planning Activities:**

### **Derelict Hospital Building**

The owner of the property has been issued an invoice to reimburse the city for the site clean-up. The owner has until June 30 to make payment arrangements. If nothing is received by the due date the city will place a lien on property.

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

Pacific Power has subcontracted the plan review for the subdivision. The landowner is still waiting for the utility plan to be approved to be able to cover conduit and proceed with final plat.

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

Knife River is making significant progress on the excavation work for the new sub-division. They are making good progress on the installation of the stormwater collection system. They are beginning earth moving to bring the property to proper grade for sub-division.



# City of Myrtle Creek

207 NW Pleasant, P.O. Box 940, Myrtle Creek, OR 97457  
Phone 541-863-3171, Fax 541-863-6851

## FINANCIAL REPORT

**2022-2023** Balances as of 05/31/2023 - 91.63% of Fiscal Year

Comparison - Actual to Budgeted

|                            |                           | Carryover<br>7/1/2022          | Add<br>Revenues | Total<br>Revenue<br>& Carryover | Minus<br>Expenses              | %              | %             |
|----------------------------|---------------------------|--------------------------------|-----------------|---------------------------------|--------------------------------|----------------|---------------|
| <b>BUDGETED<br/>AMOUNT</b> | <b>FUND</b>               | <b>ESTIMATED<br/>CARRYOVER</b> | <b>REVENUE</b>  | <b>YR TO DATE<br/>REVENUES</b>  | <b>YR TO DATE<br/>EXPENSES</b> | <b>Revenue</b> | <b>Expend</b> |
| 4,160,995                  | 100 GENERAL FUND          | 1,409,490                      | 2,478,738       | 3,888,228                       | 2,122,756                      | 93.4%          | 51.0%         |
| 2,064,985                  | 200 SEWER FUND            | 339,728                        | 1,463,738       | 1,803,466                       | 1,259,064                      | 87.3%          | 61.0%         |
| 2,286,871                  | 210 SEWER<br>CONSTRUCTION | 2,094,635                      | 41,682          | 2,136,317                       | 764,624                        | 93.4%          | 33.4%         |
| 1,852,049                  | 250 WATER FUND            | 564,484                        | 1,047,843       | 1,612,327                       | 902,070                        | 87.1%          | 48.7%         |
| 2,287,672                  | 260 WATER<br>CONSTRUCTION | 2,085,158                      | 109,874         | 2,195,032                       | 16,817                         | 96.0%          | 0.7%          |
| 113,559                    | 280 AIRPORT FUND          | 85,309                         | 40,810          | 126,119                         | 11,498                         | 111.1%         | 10.1%         |
| 1,381,809                  | 300 STREET FUND           | 879,539                        | 443,291         | 1,322,830                       | 279,440                        | 95.7%          | 20.2%         |
| 45,160                     | 330 STORMWATER FUND       | 30,060                         | 607             | 30,667                          | 0                              | 67.9%          | 0.0%          |
| 1,247,600                  | 430 WWTP REPAYMENT        | 253,967                        | 992,234         | 1,246,201                       | 1,246,214                      | 99.9%          | 99.9%         |
| 555,190                    | 450 WTP REPAYMENT         | 246,415                        | 313,865         | 560,280                         | 307,775                        | 100.9%         | 55.4%         |
| 379,481                    | 500 PARK DEVELOPMENT      | 333,281                        | 11,927          | 345,208                         | 91,783                         | 91.0%          | 24.2%         |
| 118,500                    | 550 RV PARK               | 0                              | 91,335          | 91,335                          | 13,857                         | 77.1%          | 11.7%         |
| 1,114,672                  | 580 CAPITAL PROJECTS      | 914,132                        | 16,894          | 931,026                         | 219,986                        | 83.5%          | 19.7%         |
| 17,608,543                 | TOTALS                    | 9,236,198                      | 7,052,837       | 16,289,035                      | 7,235,885                      | 92.5%          | 41.1%         |

This chart shows our revenue and expenses for the month of May. We have transferred the Franchise fees for water and sewer into the general fund for June-April. The sixth payment for the Riverside lift station has been made and we are wrapping things up for this fiscal year.

Lesley Hiscocks, Finance Officer



# 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 May 2023

### **Open Police Officer Position**

The police department is still looking to fill the open police officer position. The application process closed on June 16<sup>th</sup> and we got a pretty good pool of applicants this time. We will be doing testing on Saturday July 8<sup>th</sup> and interviews on Tuesday July 11<sup>th</sup>.

### **Training**

Officers from the department participated in high-risk traffic stop and pursuit training. This portion of the training consisted of throwing spike strips and performing high-risk traffic stops. There will be a second portion of this training where the officers will be involved in mock pursuits, throwing spike strips at the mock suspect vehicle, and performing a high-risk traffic stop.

### **Juvenile Temporary Holding Facility Inspection**

The police department had their yearly juvenile temporary holding facility inspection in May and the inspection went well. There was only one item flagged, which was a doorknob that needed to be changed. A request has been submitted to replace the doorknob.

### **School Reading.**

I had the honor again to read a book to Myrtle Creek Elementary students. This time I was able to read to the two first grade class students. The students seemed to really enjoy the interaction and they blessed me with thank you letters from each of them and a large poster they signed.



# 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

## **Tall Grass/Weeds Letters.**

The department sent out 11 letters to property owners during the month of May to cut the tall grass/weeds on the properties. Almost all of these properties are vacant properties/lots and the City has abated a few of these properties so far as the owner did not respond or take care of the issue.

## **Calls For Service**

The police department responded to 229 calls for service for the month of May. The department made 23 arrests, wrote 44 traffic citations, and gave 55 traffic warnings during the month as well.

Respectfully Submitted,

Chief Jonathan Brewster

Myrtle Creek Police Department

## 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         |          |          |          |          |          |          |          | 9          |
| MVA - UTL                  |           |           | 1         |           |           |          |          |          |          |          |          |          | 1          |
| MVA - Injury               |           |           |           | 2         | 1         |          |          |          |          |          |          |          | 3          |
| MVA - Fatal                | 1         | 1         |           |           |           |          |          |          |          |          |          |          | 2          |
| MVA - Cancelled            | 1         | 1         | 3         | 4         | 2         |          |          |          |          |          |          |          | 11         |
| Medical Aid                | 5         | 7         | 3         | 6         | 11        |          |          |          |          |          |          |          | 32         |
| Medical Aid - Cancelled    | 1         | 1         | 1         |           |           |          |          |          |          |          |          |          | 3          |
| Public Assist              |           |           |           | 1         |           |          |          |          |          |          |          |          | 1          |
| Public Assist-Lift Assist  | 9         | 7         | 10        | 10        | 4         |          |          |          |          |          |          |          | 40         |
| Public Safety              | 1         | 2         | 2         | 1         | 1         |          |          |          |          |          |          |          | 7          |
| Unattended Death           | 1         |           |           | 1         |           |          |          |          |          |          |          |          | 2          |
| Fire/Carb Alarm            | 1         |           |           | 1         |           |          |          |          |          |          |          |          | 2          |
| False Alarm Activation     | 1         |           |           |           |           |          |          |          |          |          |          |          | 1          |
| Alarm Testing              |           |           |           |           | 1         |          |          |          |          |          |          |          | 1          |
| Flue Fire                  | 1         |           |           |           |           |          |          |          |          |          |          |          | 1          |
| Fire - Vehicle             |           |           |           | 1         | 1         |          |          |          |          |          |          |          | 2          |
| Fire                       |           |           |           | 1         |           |          |          |          |          |          |          |          | 1          |
| Fire - Illegal Burn        |           | 1         |           | 2         | 4         |          |          |          |          |          |          |          | 7          |
| Fire - Controlled Burn     |           | 2         |           |           | 3         |          |          |          |          |          |          |          | 5          |
| Fire - UTL                 | 1         | 1         | 1         | 1         | 3         |          |          |          |          |          |          |          | 7          |
| Fire-Nat Cover             |           |           | 1         |           |           |          |          |          |          |          |          |          | 1          |
| Fire - Cancelled           |           |           | 1         | 2         |           |          |          |          |          |          |          |          | 3          |
| Structure Fire             | 2         | 4         | 1         | 2         | 1         |          |          |          |          |          |          |          | 10         |
| Structure Fire - Cancelled | 2         | 2         | 4         |           | 2         |          |          |          |          |          |          |          | 10         |
| Structure Fire -Commercial | 2         | 2         |           | 1         |           |          |          |          |          |          |          |          | 5          |
| 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>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>168</b> |



# Public Works and Parks

## June 20, 2023 Activities Report

- Streets
  - 18 Utility Locates in the month of May
  - Weekly downtown garbage collection
  - Regular street sweeping
  - Started weekly street maintenance focusing on pothole repairs
  - City Spring Clean-Up first week of May
  - Picked up and hung flower baskets
  - Set new catch basin and installed new culvert to improve storm water system on Springbrook rd.
  - Continued with weekly street repairs
- Sewer
  - Weekly lift station maintenance
  - Right of way Mowing and Clearing
  - Annual pump service completed on sewer lift stations.
- Water
  - 18 delinquent water turnoffs in April
  - Monthly meter reads
  - Install new service on Morrison St
  - 1 service line repair
    - Neal Ln
- Parks and Public Building Department
  - Monthly park maintenance
  - Replaced hot water heater in police department
  - Worked on getting park sprinkler system ready watering season
  - Due to dry conditions, started watering parks.
  - Repaired electrical panel at airport hanger
  - Opened and got pool ready for June opening
- Water Treatment
  - South Umpqua River Plant produced 19.411 (MG) - 29 days of operation
  - Increased water production from 700 GPM to 900 GPM in response to increased demand
- Wastewater Treatment
  - Total effluent flow to the South Umpqua River = 14.773 M.G.

- Total Effluent flow to the M.C. Golf Course = 6.803 M.G.
- Myrtle Creek influent flow = 9.195 M.G.
- Tri-City Influent Flow = 11.794 M.G.
- Total Effluent = 21.575 M.G.

**CITY OF MYRTLE CREEK, OREGON  
RESOLUTION 23-11**

|  |
|--|
| <b>A RESOLUTION IMPOSING AD VALOREM TAXES AND CATEGORIZING<br/>THE TAX LEVY AS PROVIDED IN ORS 310.060(2).</b> |
|--|

WHEREAS, Resolution 23-09 incorrectly listed a tax rate of \$6.509/\$1,000 and should be corrected to \$6.5088/\$1,000

BE IT RESOLVED that the City Council of City of Myrtle Creek hereby imposes taxes provided for in the adopted Budget at the rate of \$6.5088/\$1,000; and that these taxes are hereby levied upon all taxable property within said city limits as of 1:00 A.M., July 1, 2023. The following allocation and categorization subject to the limits of section 11b, Article XI of the Oregon Constitution make up the above aggregate levy:

Subject to the  
General Government  
Limitation

|              |                      |
|--------------|----------------------|
| General Fund | \$6.5088 per \$1,000 |
|--------------|----------------------|

|                |                      |
|----------------|----------------------|
| Category Total | \$6.5088 per \$1,000 |
|----------------|----------------------|

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF MYRTLE CREEK  
THIS 20<sup>th</sup> DAY OF JUNE, 2023.**

**APPROVED BY THE MAYOR THIS 20<sup>th</sup> DAY OF JUNE, 2023.**

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

ATTEST:

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

# Myrtle Creek - City Council Agenda Report

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## Agenda item: Contract with Rural Fire Protection District

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|                  |                |                        |                            |
|------------------|----------------|------------------------|----------------------------|
| Meeting Date:    | June 20, 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 Contract between City of Myrtle Creek and the Myrtle Creek Rural Fire Protection District

### Staff Recommendation:

Staff recommends the approval of the proposed 2023 – 2026 Contract between the City of Myrtle Creek and the Myrtle Creek Rural Fire Protection District.

### Background:

The Myrtle Creek Rural Fire District contracts with the City of Myrtle Creek to have the Myrtle Creek Fire Protection Department provide fire protective services to residents who are a part of the Myrtle Creek Rural Fire Protection District. The current Intergovernmental Agreement is set to expire June 30, 2023. The proposed Intergovernmental Agreement will continue services from July 1, 2023 to June 30, 2026.

### Related City Policies:

### Fiscal Impact:

The city shall be paid \$12,250 in year one of the contract \$12,500 in year two of the Intergovernmental Agreement, and \$12,750 in year three of the contract for a total of In addition, the Myrtle Creek Rural Fire Protective Services District will make payment of \$5,000 to the Myrtle Volunteer Fire Department each year of the Intergovernmental Agreement.

### Council Options:

Council can approve the Intergovernmental Agreement as presented.

Council can reject the contract.

Council can ask for modifications to the contract which will result in the proposed changes having to be presented to the Myrtle Creek Rural Fire Protection District Board for their approval.

### Potential Motion:

I make the motion to approve 2023 – 2025 Intergovernmental Agreement between City of Myrtle Creek and the Myrtle Creek Rural Fire Protection District.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF MYRTLE  
CREEK AND MYRTLE CREEK RURAL FIRE PROTECTION DISTRICT

This AGREEMENT ("Agreement") is between the CITY OF MYRTLE CREEK, an Oregon Municipal Corporation (hereinafter "the City"), and the MYRTLE CREEK RURAL FIRE PROTECTION DISTRICT, an Oregon Rural Fire Protection District formed under ORS Chapter 478 (hereinafter "the District").

RECITALS:

1. The City has been providing fire protection to the District for many years through a series of annual agreements.
2. The City and the District desire to reasonably reserve funds for the replacement of fire vehicles and equipment.
3. The City and the District acknowledge that they have authority to execute this agreement pursuant to the City's Municipal Charter, the District's authority under ORS Chapter 478, and pursuant to ORS Chapter 190.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PURPOSE: The purpose of this Agreement is to provide the basis for fire protection services to be supplied by the City to the District; payment for those services and the allocation of the obligations to budget and reserve funds for the replacement of the fire vehicles and equipment.
2. FIRE PROTECTION SERVICE: The City shall provide the District fire protection services including fire suppression and emergency medical services through the Myrtle Creek Volunteer Fire Department, the City's fire equipment and facilities and the City's Mutual AID Agreements with other cities and fire districts.
3. STANDARD OF SERVICE: Based upon the information received and all circumstances, the dispatcher and/or the Fire Chief or his designee shall in their judgment dispatch equipment and personnel so as to provide the more effective fire protection and emergency medical services to the City and the District.
4. A) PAYMENT BY DISTRICT FOR OPERATIONS AND MAINTENANCE:  
The District agrees to make payments to the City according to the following schedule for the following costs: vehicle maintenance, fuel, radio, maintenance, and dispatch services.

| Payment | Due Date         | Amount   |
|---------|------------------|----------|
| 1       | January 31, 2024 | \$12,250 |
| 2       | January 31, 2025 | \$12,500 |

B) PAYMENT BY DISTRICT FOR VOLUNTEERS: The City will pay each volunteer a set stipend per callout response, not to exceed \$600 per volunteer annually and the District will pay the Myrtle Creek Volunteer Fire Department \$5,000.00 by June 30th each fiscal year during the duration of this Agreement.

C) A MATERIAL CHANGE OF CIRCUMSTANCES WILL WARRANT AN ADJUSTMENT IN COMPENSATION FOR THE FOLLOWING FISCAL YEAR:

a. If a party believes there has been a material change of circumstances during any calendar year warranting an adjustment in compensation for subsequent years, that party may give a written request to the other party to meet to address the issues. For purposes of this Agreement, a material change of circumstances includes the following:

1. An increase or decrease in the size of the Service Area; or
11. An increase or decrease in calls during a calendar year of more than twenty percent (20%) over the previous calendar year.

5. BUDGETED RESERVES FOR VEHICLE MAINTENANCE AND EQUIPMENT

REPLACEMENT: Except for funds budgeted for operation and maintenance, the District shall make every reasonable effort to invest its resources in the District's Equipment Expense Fund. These funds shall be made available to the Fire Chief for the purchase of fire vehicles and equipment, subject to the discretion and approval of the board. All purchases with these funds will be under the purchasing policies of the District and liabilities resulting from the purchasing policy shall be the liability of the District. All Rural Fire District purchased vehicles and equipment will be registered and remain under the current agreement of City ownership.

6. INSURANCE COVERAGE: City shall add District and its officers as additional insureds with respect to liability policies providing coverage for liabilities arising out of operations by or on behalf of the City provided in connection with this Agreement. The District shall add the City as additional insureds with respect to liability policies providing coverage for liabilities arising from actions of the District or its officers in connection with this Agreement. The District will provide liability coverage to its board members.

7. TERMS OF AGREEMENT: This Agreement shall begin July 1, 2023 and terminate on June 30, 2026.

8. TERMINATION: This Agreement may only be terminated for cause or material breach. The party seeking termination must provide advance written notice and a 7-day period for an opportunity to cure prior to terminating the Agreement.

9. NOTICES: All notices required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered or three calendar days after the time of mailing if mailed by first class mail, postage prepaid. All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following:

Myrtle Creek Rural Fire Protection  
District PO Box 2206  
Myrtle Creek, OR 97457

City of Myrtle Creek  
PO Box 940  
Myrtle Creek, OR 97457  
Attn: Lonnie Rainville,  
City Administrator

10. INDEMNIFICATION AND HOLD HARMLESS: The City shall protect, defend, indemnify, and hold harmless the District, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the City, its officer, employees and agents in performing this Agreement. The District shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the District, its officers, employees and agents in performing this Agreement.

11. ENTIRE AGREEMENT - MODIFICATION: This agreement represents the entire agreement between parties. No change or waiver of any of the provisions of this Agreement shall be binding on either of the parties unless executed in writing by authorized representatives of each of the parties. This Agreement shall not be modified, supplemented, or otherwise affected by the course of dealing between the parties.

IN WITNESS WHEREOF, the parties have signed this agreement in duplicate.

MYRTLE CREEK RURAL  
FIRE PROTECTION  
DISTRICT, DOUGLAS  
COUNTY, OREGON

CITY OF MYRTLE CREEK,  
OREGON

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Myrtle Creek - City Council Agenda Report

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## Agenda item: Umpqua Golf Management LLC

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|                  |                |                        |                            |
|------------------|----------------|------------------------|----------------------------|
| Meeting Date:    | June 20, 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 a Contract between City of Myrtle Creek and Umpqua Golf Management LLC for the operation of the Myrtle Creek Golf Course.

### Staff Recommendation:

Staff recommends the approval of the proposed contract between the City of Myrtle Creek and Umpqua Golf Management LLC.

### Background:

For the last three years Umpqua Golf Management has held a land lease with the City of Myrtle Creek for the operation of the Myrtle Creek Golf Course. That contract is set to expire. Umpqua Golf Management LLC desires to continue to operate the Myrtle Creek Golf Course. The new contract will change the management arrangement from a land lease to a contract for professional and personal services. The term of the new contract will be from 2023 thru 2028.

### Related City Policies:

### Fiscal Impact:

The city shall be paid an annual fee based on the following schedule:

|           |                    |
|-----------|--------------------|
| 2023-2024 | \$11,000           |
| 2024-2025 | \$12,500           |
| 2025-2026 | \$15,000           |
| 2026-2027 | \$17,500           |
| 2027-2028 | \$20,000           |
| 2028 on   | 2% annual increase |

City will pay up to \$5000 per year for course maintenance and \$1000 per year for parking lot maintenance.

### Council Options:

The council can approve the proposed contract.

The council can reject the contract.



The council can ask for modifications to the contract which will result in the proposed changes having to be presented to Umpqua Golf Management LLC for their approval.

**Potential Motion:**

I make the motion to approve the Contract for Professional and Personal Services between the City of Myrtle Creek and Umpqua Golf Management LLC.

## **CONTRACT FOR PROFESSIONAL/PERSONAL SERVICES**

### **AGREEMENT**

This Contract is made and entered into on this            Day of            2023, by and between the city of Myrtle Creek, an Oregon municipal corporation, hereinafter called "City", and Umpqua Golf Management LLC, an independent contractor, hereinafter called "Contractor".

#### **1. Term.**

1.1 Initial Term. Beginning July 1, 2023 and continuing thereafter until and through Jun 30, 2028 (" Initial Term") unless terminated sooner as allowed by paragraphs 25 and 26, CONTRACTOR shall perform the services required by the Contract.

1.2 Renewal Term. Unless terminated sooner as allowed by paragraphs 25 and 26, this Contract may be extended for one additional five- year term.

1.2.1 CONTRACTOR shall provide CITY with written notice of CONTRACTOR' S desire to renew this Contract (" Renewal Notice") no less than one hundred twenty (120) days preceding expiration of the Initial Term. Within forty- five (45) days of receipt of the Renewal Notice, CITY shall provide CONTRACTOR written notice of CITY'S decision of whether to renew the Contract. Such decision shall be at the sole discretion of CITY.

1.2.2 CITY and CONTRACTOR shall execute an amendment to this Contract to acknowledge acceptance of the Renewal Term. With the exception of the annual fee paid to CITY by CONTRACTOR, the terms and conditions of this Contract shall otherwise remain the same. CITY reserves the right to renegotiate the annual fee at the time of renewal.

2. **General Scope of Service.** CONTRACTOR shall operate the Myrtle Creek Golf Course. CONTRACTOR shall maintain the golf course grounds, driving range, and associated golf course facilities. CONTRACTOR shall operate and use the clubhouse facility for the purposes of collecting greens fees and providing starter services, operating the driving range, golf shop merchandising, food and beverage services, cart rentals, golf instruction, club repair, and other services and operations common to golf facilities, except as otherwise agreed between the parties in writing. CONTRACTOR shall communicate and cooperate with existing organizations, including, but not limited to City Parks Commission, Men's, and Ladies Golf Associations.

3. **Specific Services.** In providing the general services described above, CONTRACTOR shall operate in compliance with the following Maintenance Standards.

- 3.1 Golf Course Maintenance. CONTRACTOR shall provide high quality golf course maintenance services, equipment and materials. All items shall be kept in a well maintained condition that is safe, clean, and inviting to the public. CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the landscape, irrigation system, and other maintenance functions as set forth in the attached Exhibit " B" and will maintain the golf course in keeping with the highest standards of quality and performance. CITY will not provide any labor, materials or equipment except reimbursement for irrigation system parts as specified in Section 19.
- 3.2 Golf Shop Operation. CONTRACTOR may operate a golf shop. The golf shop should maintain golf merchandise, supplies, and equipment in keeping with the demand. CONTRACTOR at its own expense shall install such merchandising fixtures and equipment, office furniture and equipment, and golf club equipment, as may be appropriate and necessary. CONTRACTOR shall maintain and repair interior of golf clubhouse ( pro-shop) / restaurant facility in a condition attractive to the public.
- 3.2.1 Credit extended by Contractor. Any credit ledger kept by CONTRACTOR for amateur tournament winnings shall be cleared prior to the end of the term of the Contract.
- 3.3 Driving Range Operation. CONTRACTOR shall operate the driving range at the golf course. CONTRACTOR shall provide an adequate supply of good golf balls and equipment to efficiently operate the driving range. Golf balls at the driving range shall be ` reduced flight' type of ball only. CONTRACTOR shall clean and maintain driving range tee box area and assure timely retrieval of range balls. CONTRACTOR shall keep the driving range equipment in good repair.
- 3.4 Restaurant Operation. CONTRACTOR may operate a cafe within the clubhouse facility, and if so, shall, at its own expense, provide all dishes, glasses, flatware, utensils, tables, chairs, and other items needed to operate the restaurant. Any CITY equipment used by CONTRACTOR shall be maintained, repaired, or replaced by CONTRACTOR. Upon replacement by the CONTRACTOR, the equipment shall become the property of the CONTRACTOR. All equipment shall be maintained in good, clean, and aesthetically pleasing condition. CONTRACTOR shall follow procedures necessary to comply with all state and local health department standards.
- 3.5 Utilities and Janitorial Services. CONTRACTOR shall pay for all electric power used in connection with the golf shop, restaurant, cart storage and driving range. CONTRACTOR shall pay for all garbage service, sewer service, and telephone service. CONTRACTOR shall provide janitorial supplies. CONTRACTOR, at its expense, shall provide janitorial service for the clubhouse, and immediate outside areas. CONTRACTOR shall keep the premises in a clean, safe and sanitary

condition at all times, and the premises shall be open to inspection by authorized representatives of CITY upon demand.

- 3.6 **Management and Staff.** CONTRACTOR shall devote skill, labor and attention to duties in the maintenance and operation of the golf course, clubhouse and concessions, and shall be responsible for all management activities that occur. CONTRACTOR shall appoint a manager to be available during golf course operations.
- 3.7 **Junior Program.** CONTRACTOR shall provide adequate staff to conduct a juniors program to instruct juniors in the knowledge of golf rules and courtesies.
- 3.8 **Rental Carts.** CONTRACTOR shall have a fleet of carts available on- site for rental. CONTRACTOR shall refuse rental of motorized golf carts if, in the opinion of the CONTRACTOR the carts might cause damage to the golf course itself.
- 3.9 **Lessons.** CONTRACTOR shall offer golf lessons to all interested parties.
- 3.10 **Emergency Closures.** CONTRACTOR and CITY each reserve the right to close the golf course, or to limit the play on all or part of the golf course, if either party deems it necessary for safety purposes.
- 3.11 **Concession Facilities.** CONTRACTOR shall maintain all concession facilities in a neat, clean- and orderly condition, and CONTRACTOR shall insure, for the benefit of the CITY, and the public, that all persons using the CONTRACTOR' s facilities conduct themselves in an orderly manner. CONTRACTOR shall have the right under authority provided by the CITY to cause unruly persons, those under the influence of intoxicants or uncooperative individuals causing undue delay on the Golf Course to be expelled from the premises.
4. **Illegal Activity.** CONTRACTOR shall not foster or permit any illegal activity or other activity on the concession premises or the Golf Course. CONTRACTOR' s allowance of such activity shall be grounds for termination of the Contract.
5. **Complaints and Public Relations.** CONTRACTOR shall answer and handle all complaints from the public. In dealing with the public, CONTRACTOR shall always maintain a professional demeanor and act as the CITY' s representative. CONTRACTOR shall not speak toward CITY policies or decisions in a derogatory manner.
6. **Payment of Expenses.** CONTRACTOR shall promptly pay all bills, wages and other expenses incurred in connection with the services or facilities covered by this Contract.
7. **Hours of Operation.** CONTRACTOR shall provide service to meet seasonal public demand. In the event that the CONTRACTOR determines that golf course

maintenance requires that all or part of the course should be closed to play  
CONTRACTOR shall give verbal notice and shall post notification of closing in a conspicuous place, in order to maintain proper public relations with the golfers.

8. **Maintenance, Repairs and Improvements** During the entire term of this Contract, CONTRACTOR, solely at its own expense, shall maintain and keep the premises, including all interior and exterior doors, heating, ventilating and cooling systems, interior wiring, electric fixtures or elements, plumbing and drain pipes to sewer, in as good order and repair as presently exists, and replace all glass in the windows and doors of the premises that may be broken or damaged during the term of the Contract with glass of as good or better quality as that now is in use. CONTRACTOR agrees that they will make no alterations, additions or improvements to or upon the premises without the prior written consent of CITY and that any improvements made or provided shall inure or revert to the benefit of CITY and become sole property of CITY at the termination of the Contract or as it may be extended or renewed.

CONTRACTOR agrees to notify CITY in writing promptly of the need for repairs or alterations, additions or improvements such as may be necessary or proper to keep the premises in a safe condition for the purposes for which they are intended. CITY' agrees that it will not allow the premises to fall into such a state of repair as to create an unreasonable risk of personal injury or property damage in or on the premises, but the extent of repair, alteration, addition or improvement necessary to ensure the safe use of the premises shall be solely the discretion of CITY. The CITY reserves the right to make improvements.

9. **Fees.**

- 9.1 **Payment to Contractor.** As compensation for services to be rendered hereunder, the CONTRACTOR shall retain 100% of the gross revenue from golf course operations. This payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to perform the work and services.

- 9.2 **Payment to City.** In consideration for the rights granted by the CITY to CONTRACTOR, CONTRACTOR shall pay to the CITY an annual fee, paid on a fee schedule approved by the City Administrator. Beginning July 1, 2023 the annual rate will be \$11,000. The annual rate shall increase to the following rates , effective July 1 of each year;

|      |          |
|------|----------|
| 2024 | \$12,250 |
| 2025 | \$15,000 |
| 2026 | \$17,500 |
| 2027 | \$20,000 |

Starting in 2028, The annual fee will increase 2% per year thereafter. Fee increases shall take effect July 1 of each year of the contract. The annual fee shall increase by 2% each year from the previous year of any subsequent renewal term(s).

10. **Insurance Requirements.** At all times during the term of this Contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the City may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the City shall be delivered to the City prior to commencement of any work or services provided under this Contract. The certificates shall specify and document all insurance related provisions within this Contract. A renewal certificate will be sent to the City 10 days prior to coverage expiration. Unless specified, each policy shall be written on an occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the City and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The City reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. The 30- day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this Contract, City shall have the right to require CONTRACTOR to increase the CONTRACTOR' s coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the City, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and City shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract. The policy must show the City as an additional insured with respect to activities emanating out of the contract with the following language included: "The City of Myrtle Creek, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary and non- contributory".

- 10.1 **Commercial General Liability.** Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an aggregate of \$4,000 000, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the City as an additional insured, on a form satisfactory to City, and expressly provide that the interest of the City shall not be affected by CONTRACTOR' s breach of policy provisions. Such policy must be maintained in full force and effect for the duration of

this Contract, failure to do so shall be cause for immediate termination of this Contract by City. Claims Made policies will not be accepted.

**10.2 Automobile Liability Insurance.** At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain automobile liability coverage including coverage for all owned, hired and non- owned vehicles, equivalent to a combined single limit per occurrence on not less than \$2,000,000 for bodily injury or property damage.

**10.3 Liquor Liability Insurance.** Throughout the term of this Contract, CONTRACTOR shall maintain continuously a liquor liability insurance policy with coverage of not less than \$1,000,000 combined single limit per occurrence, with an aggregate of \$2,000,000 for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the CITY as an additional insured on a form satisfactory to CITY, and expressly provide that the interests of the CITY shall not be affected by CONTRACTOR' s breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate termination of this Contract by CITY. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

**10.4 Fire Insurance.** All fire insurance maintained by the CITY upon the golf clubhouse shall be for the sole benefit of the CITY and in the event the golf shop should be destroyed by fire, the elements, or any other cause, or if it shall be so damaged that it cannot be repaired with reasonable diligence within ten (10) months, then the right, license and privilege conveyed by Section 3 Specific Services, shall cease and become null and void from the date of such damage or destruction. In such event, CONTRACTOR shall immediately surrender the premises to the CITY, and shall have no claim against the CITY, for loss of profits or otherwise.

**11. Books and Records.** CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this Contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours and shall remain open to CITY for such inspection for three months following termination of this Contract.

**11.1 Quarterly Report.** For each quarter of a calendar year, CONTRACTOR shall submit an accounting of revenues and expenses to CITY. The revenue report should be classified into the following categories: Green Fees, Driving Range, Food/ Beverage Sales, Rental Carts, Pro- Shop Sales, Cart Storage, and all other revenue. Expenses- should be classified into the following categories: Golf Course Maintenance expense, Golf Course Business expense, Pro- Shop expense, and all other expenses.

- 11.2 **Annual Report.** CONTRACTOR shall submit to the CITY a financial statement for each calendar year, with the information detailed in paragraph 11.1 above.
12. **Availability.** CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.
13. **Alcohol Policy.** CONTRACTOR shall strictly adhere to all local, City and State regulations set forth by the Oregon Liquor Control Commission (OLCC) regarding alcoholic beverage sale, distribution and purchase by patrons. CONTRACTOR, in accordance with OLCC regulations, will determine when alcoholic beverages will be removed from sale at each event and the manner in which they will be served and controlled.
14. **Assignment.** The grant of privileges under this Contract was made to CONTRACTOR based on CITY' s assessment of the unique characteristics and quality of CONTRACTOR' s experience, qualifications and proposal. CONTRACTOR shall not assign this Contract, or any interest herein, without the prior written consent of CITY, which consent may be given or withheld in City' s sole discretion.
15. **Compliance with Law and Standard Contract Provisions.** CONTRACTOR shall comply with all federal, state and local laws, including Roseburg Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions as outlined in the attached Exhibit " A".
16. **Health Hazard Notification.** Contractors who are hired to perform work for the City involving the need to control hazardous energy or enter confined spaces will be informed of our programs and the associated hazards that City staff is aware of. The notification is not designed to take over the contractor' s safety responsibilities to his or her employees but to provide appropriate notification under the Oregon OSHA rules.
17. **Use of Premises.** CITY agrees to allow CONTRACTOR to use the buildings and grounds on the Premises for the entire term of this Contract for the maintenance and operation of a public golf course. CONTRACTOR agrees that City may, at any time, enter the premises for the purpose of inspection, making repairs or improvements.
18. **Property Taxes.** CITY shall be responsible for timely payment of any real property taxes and assessments that are levied or assessed on or after July 1, 2023. All tax correspondence from Douglas County shall be mailed directly to CITY. CONTRACTOR shall be responsible for payment of any and all taxes on personal property for the duration of this agreement and any subsequent renewal term.
19. **Scope of City Services.** To assist CONTRACTOR in carrying out its obligations under this Contract, the CITY shall provide the following services:



- Assist with maintenance of the parking lot, not to exceed \$1,000 per year.
- Relocator nuisance wildlife service, at the discretion of the City Administrator
- Reimbursement of up to \$5,000.00 per year for irrigation system parts necessary to maintain the existing irrigation system. CONTRACTOR is responsible for costs in excess of \$5,000 for irrigation system parts.
- The City shall pay the cost of repair, rebuild, and/ or replacement of the Flowtronix pump system at the discretion of the City.

20. **Independent Contractor.** CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY' s City Administrator.
21. **Indemnification.** Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this Contract. The extent of the CITY' s obligation under this subsection is limited to the CITY' s obligation under the Oregon Constitution and ORS 30.260 through 30.300. With respect to professional liability claims, CONTRACTOR to indemnify CITY to the extent caused by the CONTRACTOR' s negligent acts, errors, and omissions.
22. **Arbitration.** Any controversy regarding the language or performance of this Contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three- member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Douglas County for designation of the representative. The arbitration shall be conducted in accordance with ORS 36.400 through 36.425 or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.
23. **Attorney Fees.** If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Contract, performance of this Contract or failure to perform this Contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

**24. Ownership and Use of Documents.** In whatever form they may be produced or stored, any documents prepared in performance of this Contract and any supporting and investigative information that is gathered in the performance of this Contract, upon completion of the work, or upon termination of this Contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

**25. Early Termination.**

25.1 This Contract may be terminated by mutual consent of both parties at any time

25.2 This Contract may be terminated at any time by either party for any reason or for no stated reason upon 180 days prior written notice to the other party.

25.3 CITY may terminate this Contract in the event of a default, as described in paragraph 26 of this Contract, by giving Contractor written notice of the default and intent to terminate at least 10 days in advance of such termination.

25.4 CONTRACTOR may terminate this Contract in the event of a breach by CITY of the Contract. Prior to such termination CONTRACTOR shall give CITY written notice of the breach and intent to terminate. If CITY has not entirely cured the breach within fifteen days of notice, then CONTRACTOR may terminate the Contract at any time thereafter by giving a written notice of termination. If CITY breaches this Contract, CONTRACTOR'S remedy shall be limited to termination of the Contract and receipt of payments to which CONTRACTOR is entitled.

25.5 Notwithstanding paragraph 26.3, CITY may terminate this Contract immediately by written notice to CONTRACTOR upon denial, suspension, revocation or non-renewal of any license, permit or certificate that CONTRACTOR must hold to provide services under this Contract.

**26. Default.** The following shall constitute an event of default under this Contract:

**26.1 Non-Payment.** An event of default shall occur if CONTRACTOR fails to pay any fee when due, and such failure continues for ten (10) days after written notice is given to CONTRACTOR, provided City shall not be required to give written notice more than once during any twelve- month period. After notice has been given once, CONTRACTOR shall be deemed in default, without the opportunity to cure, for any

subsequent failure to pay fees during the ensuing twelve- month period if such failure continues for ten (10) days after the same becomes due.

**26.2 Breach of Other Obligations.** Except as otherwise provided in this Contract, an event of default shall occur upon the failure of CONTRACTOR to cure a violation of any term, provision or condition of this Contract within thirty (30) days after written notice is given to CONTRACTOR by CITY specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within thirty (30) days, this provision shall be deemed complied with if CONTRACTOR begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. CITY may require, as a part of the cure of any violation by CONTRACTOR, reimbursement by CONTRACTOR to CITY of any and all costs and expenses incurred by CITY by reason of CONTRACTOR' s violation of this Contract.

**26.3 Second failure to cure.** If CONTRACTOR cures a deficiency in the manner described in Subsection 26.2, CONTRACTOR' s subsequent failure to comply with the same term or condition shall constitute a default without requirement of opportunity to cure.

**26.4 Insolvency.** CONTRACTOR shall also be in default in the event of CONTRACTOR's insolvency; an assignment by CONTRACTOR for the benefit of creditors; the filing by CONTRACTOR of a voluntary petition in bankruptcy; adjudication that CONTRACTOR is a bankrupt; the filing of an involuntary petition in bankruptcy and the failure of CONTRACTOR to seek a dismissal of the petition within thirty ( 30) days after the filing; and the attachment of or the levy of execution on the leasehold interest and failure of the CONTRACTOR to secure a discharge of the attachment or release of the levy of execution within ten (10) days after such attachment or execution.

**27. Remedies on Default.** In the event of a default, this Contract may be terminated at the option of the CITY by giving notice in writing to CONTRACTOR as outlined in Section 26. If the Golf Course and related facilities are abandoned by CONTRACTOR in connection with a default, termination shall be automatic and without notice. If this Contract is terminated for any reason, CONTRACTOR' s liability to City for damages for breach shall survive such termination, and the rights and obligations of the parties shall be as follows:

**27.1** CONTRACTOR shall vacate the Golf Course and related facilities immediately; remove any property of CONTRACTOR, including any fixtures, which CONTRACTOR is allowed or required to remove at the end of the Contract term; perform any cleanup, alterations or other work required to leave the Golf Course in clean and usable condition, and deliver all keys to CITY.

27.2 CITY may re-enter, take possession of the areas managed and operated by CONTRACTOR, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

27.3 Following re- entry or abandonment, CITY shall have no further obligation hereunder and may grant all concession rights and privileges to any other entity.

27.4 The foregoing remedies shall be in addition to and shall not exclude any other remedy available to CITY under applicable law.

28. **Payment on Early Termination.** Upon termination of the Contract, CONTRACTOR shall pay CITY within 30 days all amounts owed to CITY pursuant to Subsection 9. 2. City shall not be liable for direct, indirect or consequential damages.

Termination shall not result in a waiver of any other claim CITY may have against CONTRACTOR.

29. **Notices.** Any notice required to be given under this Contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

CITY OF Myrtle Creek  
City Administrator  
PO Box 940  
Myrtle Creek, OR 97457

UMPQUAL GOLF MANAGEMENT, LLC  
1919 Recreation Lane  
Sutherlin, OR 97479

30. **Applicable Laws.** The laws of the State of Oregon shall be used in construing this Contract and enforcing the rights and remedies of the parties.

31. **Merger.** There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this Contract. Any amendments to this Contract shall be in writing and executed by both parties.

City of Myrtle Creek

Contractor

\_\_\_\_\_  
Lonnie Rainville  
City Administrator

\_\_\_\_\_  
Brad Seehawer  
Umpqua Golf Management

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date

Attest:

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

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Scott Zielinski  
Umpqua Golf Management

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Scott Simpson  
Umpqua Golf Management

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Tax Identification Number

**PROFESSIONAL SERVICES CONTRACT EXHIBIT " A "**  
**STANDARD CITY CONTRACT PROVISIONS**

The following provisions, if applicable, are hereby included in and made a part of the attached Contract for services between the City and the Contractor named therein as provided for in the Myrtle Creek Municipal Code, the Oregon Revised Statutes and Federal laws, rules, regulations and guidelines:

**1. DISCRIMINATION IN SUBCONTRACTING PROHIBITED; REMEDIES – ORS 279A.110:**

- 1.1 The Contractor may not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, disabled veterans or emerging small business enterprise certified under ORS 200. 055.
- 1. 2 By entering into the Contract, the Contractor certifies it has not discriminated and will not discriminate, in violation of Subsection 1.1 against any minority, women, disabled veterans or emerging small business enterprise in obtaining any required subcontract.
- 1.3 If the Contractor violates the nondiscrimination certification made under Subsection 1.2, the City may regard the violation as a breach of contract that permits the City to terminate the Contract or exercise any remedies for breach permitted under the Contract.

**2. PREFERENCE FOR OREGON GOODS AND SERVICES; NONRESIDENT CONTRACTOR REPORT TO DEPARTMENT OF REVENUE - ORS 279A. 120:**

**2.1 As used in this Section,**

- (a) " nonresident contractor" means a contractor that is not a resident contractor.
- (b) " resident contractor" means a contractor that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid or proposal for the Contract; has a business address in this state; and stated in the bid or proposal for the Contract that it was not a " resident bidder" under ORS 279A. 120.

**2.2 For the purposes of awarding the contract, the City will:**

- a) give preference to goods or services that have been manufactured or produced in Oregon if the price, fitness, availability and quality are otherwise equal; and

- b) add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the Contractor in the state in which the Contractor resides.
- 2.3 If the Contractor is a nonresident contractor and the public contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the Contractor may receive final payment on the Contract. The City shall satisfy itself that the requirement of this Section has been complied with before it issues a final payment on the public contract.
3. PREFERENCE FOR RECYCLED MATERIALS - ORS 279A. 125:
- 3.1 Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider of a quotation and subject to Section 3. 2, when procuring goods for any public use, the City shall give preference to the procurement of goods manufactured from recycled materials.
- 3.2 The City shall give preference to goods that are considered to be made from recycled materials if:
- a) The recycled product is available,
  - b) The recycled product meets applicable standards;
  - c) The recycled product can be substituted for a comparable nonrecycled product; and
  - d) The recycled product' s cost does not exceed the cost of a comparable nonrecycled product by more than five percent, or a higher percentage if a written determination is made by the City.
4. **PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES – ORS 279B.220:** The Contractor shall:
- 4.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the performance of the work provided for in the Contract.
- 4.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
- 4.3 Not permit any lien or claim to be filed or prosecuted against the City or any subdivision thereof on account of any labor or material furnished.

4.4 Pay to the Department of Revenue, all sums withheld from employees pursuant to ORS 316. 167.

5. **PROHIBITION OF DISCRIMINATORY WAGE RATES BASED ON SEX — ORS 652.220:** The Contractor shall not:

5.1 Discriminate between employees on the basis of a protected class in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills;

5.2 Pay wages or other compensation to any employee at a rate greater than that at which the employer pays wages or other compensation to employees of a protected class for work of comparable character, the performance of which requires comparable skills. This section does not apply where:

(a) Payment is made pursuant to a seniority or merit system which does not discriminate on the basis of a protected class; or

(b) A system measures earnings by quantity or quality of production, including piece- rate work; or

(c) Travel is necessary and regular for the employee; or

(d) Education, training, experience, or any combination of factors account for the entire compensation differential.

5.3 Discriminate in the payment of wages or other compensation against any employee because the employee has filed a complaint in a proceeding, has testified or is about to testify, or because the employer believes that the employee may testify in any investigation, proceedings or criminal action pursuant to ORS 652.210 to 652. 235.

6. **SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL - ORS 279B.225:** If the Contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

7. **PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES – ORS 279B.230:**

7.1 Contractor shall promptly as due, make payment to any person, co- partnership association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of



employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

- 7.2 The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under the Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out- of-state employers must provide workers' compensation coverage that complies with ORS 656.126 for their workers. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.
8. **HOURS OF LABOR - ORS 279B.235:** This Section does not apply to public Contracts for goods or personal property.
- 8.1 No person shall be employed for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except for contracts for personal services, the employee shall be paid at least time and a half pay for:
- a) All overtime in excess of eight hours a day or forty hours in any one week, when the work week consists of five consecutive days, Monday through Friday; or
  - b) All overtime in excess of ten hours a day or forty hours in any one week, when the work week is four consecutive days, Monday through Friday; and
  - c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020, or all holidays specified in a collective bargaining agreement.
- 8.2 For personal services contracts, employees shall be paid at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U. S. C. 201 to 209 from receiving overtime.
- 8.3 The Contractor must give notice to employees who perform work on this Contract, in writing, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, the number of hours per day and days per week that the employees may be required to work.
9. **EXCLUSION OF RECYCLED OILS PROHIBITED - ORS 279B.240.** Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

10. STANDARDS: By entering into the contract, Contractor agrees to perform the services hereunder in accordance with generally accepted standards applied by professionals of Contractor' s caliber.
11. CONSEQUENCES FOR FAILURE: Contractor understands that failure to meet established performance standards may result in consequences including, but not limited to:
  - a) reducing or withholding payment;
  - b) requiring the Contractor to provide, at Contractor' s own expense, additional services identified in the scope of work to meet the established performance standards; or
  - c) declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.
12. COMPLIANCE WITH LAWS: Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in performance of this Contract.

