



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

AGENDA PACKET 9/5/2023

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, September 5, 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, for other accommodations for persons with disabilities, or for remote access 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.
 - 4.1 Approval of minutes of the Regular City Council Meeting for August 15, 2023
- 5. Ordinances & Resolutions**
Citizens will be provided the opportunity to offer comments on action items after staff has given their report and if there is an applicant, after they have had the opportunity to speak. Action items are expected to result in motions, resolutions, orders, or ordinances.

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

6. Regular Agenda

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

6.1 Pedestrian Pathway and Lighting Improvements

6.2 Umpqua Bank Public Funds Money Market

7. Citizens Heard on Non-Agenda Items

8. City Administrator Report

9. Mayor and Councilor – Committee Reports and Councilor Comments

10. Executive Session

The Myrtle Creek City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660 but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

11. Adjournment



CITY OF MYRTLE CREEK

REGULAR MEETING OF THE CITY COUNCIL

DATE: August 15, 2023

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

PRESIDING OFFICER: Mayor Matthew Hald

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

COUNCILORS ABSENT:

A quorum was present throughout the meeting.

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

CALL TO ORDER: Mayor Matthew Hald called the August 15, 2023 meeting to order at 5:30 PM

PUBLIC PRESENTATION

No presentation given.

CONSENT AGENDA

Parts I & II

Motion was made by Councilor Burnett and seconded by Councilor Harris to approve Consent Agenda Parts I & II as presented in the August 15, 2023 council packet. Discussion: No discussion followed.

Vote: Motion passed unanimously.

DEPARTMENT REPORTS

Community Development Report

City Administrator Lonnie Rainville submitted the Community Development Report into record as written. Questions were asked about the progress of the Tessia Hills Subdivision.

Finance Report

Finance Report submitted into record as written. It was noted that the report is in a new format.

Police Department

Police Chief Jonathan Brewster submitted the Police Department Report into record as written. Discussion was held on the new procedure to notify residents of the on street parking of recreational vehicles ordinance. The Rose Motel was red tagged on August 15, 2023. Citations were issued for the trash. The County also revoked the Occupancy Permits and Travel Accommodation's License. The Police Chief, City Administrator, and County personnel gave residents of the Rose Motel contact information for agencies that can help them find new housing.

Fire Department

Fire Chief Manie Pires submitted the Fire Department Report into record as written. Questions were asked about the Public Safety calls. Manie explained that these are water leak calls that the department gets after hours.

Public Works

City Administrator Lonnie Rainville submitted the Public Works Department Report into records as written. It was mentioned that the stop sign at Broadway and First has been bent.

REGULAR AGENDA

Stevenson Street Paving Project

City Administrator Lonnie Rainville shared that the Stevenson Street Paving Project is a big enough project that the City needed to put it out to bid. This was bid out as an overlay project, but while looking at the project it was noted that there were catch basins that also needed to be replaced. This would come out of the Street Maintenance Fund.

Motion was made by Councilor Chaney to award the bid to Stratton Brothers to include the removal and replacement of two catch basins and the paving of Stevenson Street in the amount of \$22,024. Motion was seconded by Councilor Burnett. Discussion: No discussion followed.

Vote: Motion passed unanimously.

Friends of the Myrtle Creek Library Donation Request

The Friends of the Myrtle Creek Library submitted a request for a donation to help offset the park rental fee for their Silent Disco, October 14, 2023.

Motion was made by Councilor Burnett to take care of the Library's Silent Disco night the same as the previous year. Motion was seconded by Councilor Larson. Discussion: No discussion followed.

Vote: Motion passed unanimously.

Council Position for Park Commission

City Administrator Lonnie Rainville shared that the Myrtle Creek Municipal Code states that one Councilor is to be on the Park Commission. The Councilors were asked if anyone would like to

volunteer to sit on the Parks Commission. Councilor Diana Larson volunteered to sit on the Park Commission. Council consensus was to appoint Diana Larson to the Park Commission.

ORDINANCES & RESOLUTIONS

Ordinance 853 – Avista Franchise Agreement

Steve Vincent with Avista was in attendance to answer any questions that City Council may have regarding the new franchise agreement. The rate is set at 6% of gross receipt sales sold within the City. Wording was added that any Avista work if possible use boring rather than digging up asphalt.

Motion was made by Councilor Burnett to approve the first read of Ordinance No. 853 – An Ordinance Granting Avista Corporation, D/B/A Avista Utilities, A Washington Corporation, Its Successors And Assigns, The Nonexclusive Right, Privilege, Authority And Franchise To Locate, Construct, Install, Own, Maintain, Repair, Replace, Extend, Operate And Use Facilities In, Upon, Over, Under, Along, And Across The Franchise Area For Purposes Of The Transmission, Distribution And Sale Of Gas. Motion was seconded by Councilor Harris. *Discussion: No discussion followed.*

Vote: Motion passed unanimously.

Resolution 23-12

City Administrator Lonnie Rainville shared about House Bill 3395 and the requirement of cities with a population of over 2500 to allow duplexes in any residential zone. Currently the Myrtle Creek Zoning code does not allow duplexes in R1. The Department of Land Conservation and Development is offering grants to help offset costs associated with the planning and amending of the zoning codes.

Motion was made by Councilor Larson to approve Resolution 23-12 – A Resolution Authorizing The City Of Myrtle Creek To Apply For A Department Of Land Conservation And Development Housing Planning Assistance Grant. Motion was seconded by Councilor Chaney. *Discussion: It was asked if the other zoning requirements would still have to be met. The City Administrator said that all of the setbacks would still have to be met.*

Vote: Motion passed unanimously.

CITIZENS HEARD ON NON-AGENDA ITEMS

Marcia Merry – 634 NW Orchard Drive

Marcia spoke to Council regarding the vehicles at the old hospital and was requesting to be allowed to place a fence around the cars in lieu of a building. Chief Brewster shared with Council the process of notification regarding the vehicles. Council asked if a concession of 30 days would be helpful and allow time for Marcia to make arrangements for the removal of the vehicles. It was agreed that Marcia would be given 30 days from tonight's meeting to move the vehicles. Police Chief Brewster will note the citation.

CITY ADMINISTRATOR REPORT

City Administrator Lonnie Rainville shared an update on his work with Senator Merkley's office. On July 27th the Ineritor Appropriations Subcommittee approved legislation that included funding to the City of Myrtle Creek for \$2.38 million for designated water projects. The bill still needs to pass the Senate and then the House.

South Umpqua School District will be hosting an Open House for the new buidling at Coffenberry Middle School. The City Administrator shared details from the last LOC meeting in Pendleton which covered recent legislation that affects Myrtle Creek.

Discussion was had regarding the Ireland property bordering Millsite Park. Council concesus was it would benefit the City to request first right of refusal. The City Adminstrator will be verifying if property is for sale.

The plans are in the works for the Airport Fly-In BBQ in May of 2024. Our Water Plant Operator John Raines passed his Operator II license. Department heads are currently reviewing the Handbook of Fees and Charges to determine if any fees need to be updated. Douglas County Natural Harzard Mitigation Public Survey is available on our website and we encourage everyone to complete that.

The Airport Fly-in Breakfast is in September along with the Small Cities meeting in Drain.

MAYOR AND COUNCILOR – COMMITTEE REPORTS and COUNCILOR COMMENTS

Councilor Chaney shared that all vendors at the Summer Festival did really well. The addition of a second stage was well received. Councilor Harris shared Jason Mann had a great turnout for the Cornhole competition and had to add a second location. The volleyball tournamnet is planning to expand to two days next year. Councilor Dillon has one more test to take to have his CPA. Councilor Harris reported on a tree that looks like it needs attention in Evergreen Park. Councilor Larson shared that she has noticed that many small cities are reporting on water plant issues. There will be an Urban Renewal meeting next month.

ADJOURNMENT

Mayor Matthew Hald adjourned the regular meeting of the City Council for August 15, 2023 at 7:32 P.M.

Matthew Hald, Mayor

Attest:

Joanna Bilbrey
City Recorder

CITY OF MYRTLE CREEK, OREGON
ORDINANCE NO. 853

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

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

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

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

SECTION 1.0 DEFINITIONS

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

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

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

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

Days: means business days, unless otherwise noted.

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

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

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

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

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

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

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

Parties: means City and Avista collectively.

Party: means either City or Avista individually.

Person: means a business entity or natural person.

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

State: means the State of Oregon.

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

SECTION 2.0 GRANT OF FRANCHISE

2.1 Grant

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

2.2 Effective Date

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

2.3 Term

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

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

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

2.4 Non-Exclusive Franchise

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

2.5 Assignment of Franchise

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

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

2.6 Payment of Franchise Fees

2.6.1 Franchise Fee

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

2.6.2 Payments

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

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

2.6.3 Inspection of Books and Records

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

2.6.4 Equality of Franchise Fees and Costs

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

SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

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

3.2 Facility Location by Avista and Non-Interference

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

3.3 Facility Location Information

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

3.4 Vegetation Management –Removal of Trees/Vegetation Encroachment

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

3.5 Right of Excavation

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

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

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

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

3.6 Emergency Work

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

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

4.1. Reservation of Right

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

4.2 Necessary Construction/Maintenance by City

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

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

4.3 Expansion of Avista's Facilities

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

4.4 Change of Boundaries of the City

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

4.5 Removal of Abandon Facilities

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

4.6 Vacation of Properties by the City

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

SECTION 5.0 RELOCATION OF AVISTA'S FACILITIES

5.1 Relocation of Facilities Requested by City

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

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

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

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

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

5.2 Relocation of Facilities Requested by Third Parties

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

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

5.3 Availability of Other Funds

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

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

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

under the Oregon Tort Claims Act.

6.2 Indemnification of Avista

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

SECTION 7.0 INSURANCE

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

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

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

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

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

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

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

SECTION 8.0 FRANCHISE DISPUTE RESOLUTION

8.1 Non-waiver

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

8.2 Dispute Resolution by the Parties

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

8.3 Right of Enforcement

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

8.4 Attorneys' Fees and Costs

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

SECTION 9.0 GENERAL PROVISIONS

9.1 Franchise as Contract, No Third Party Beneficiaries

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

9.2 Force Majeure

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

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

9.3 Prior Franchises Superseded

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

9.4 Severability

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

9.5 Changes or Amendments

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

9.6 Supremacy and Governing Law

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

9.7 Headings

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

9.8 Acceptance of Franchise.

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

9.9 Abandonment or Suspension of Franchise Rights and Obligations

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

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

9.10 Forfeiture

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

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

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

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

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

9.11 Venue

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

PASSED on the First Reading before the City Council this 15th day of August, 2023

PASSED on the Second Reading before the City Council this 5th day of September 2023

APPROVED by the Mayor this 5th day of September 2023.

Matthew Hald, Mayor

ATTEST:

Joanna Bilbrey
City Recorder

GRANTEE'S ACCEPTANCE ON FOLLOWING PAGE

Letter of Acceptance by Avista

HONORABLE MAYOR AND CITY COUNCIL

CITY OF MYRTLE CREEK, COUNTY OF DOUGLAS COUNTY, OREGON

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

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

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

Avista Corporation dba Avista Utilities

By: _____

Dennis Vermillion

President, Avista Utilities

Copy Received for the City of Myrtle Creek

On: _____

By: _____

City Administrator

GAS FRANCHISE ORDINANCE SUMMARY FOR PUBLICATION

Myrtle Creek - City Council Agenda Report

Agenda item: Pedestrian Pathway and Lighting improvements

Meeting Date:	September 5, 2023	Primary Staff Contact:	Lonnie Rainville
Department:	Public Works	E-Mail:	lrainville@myrtlecreek.org
Secondary Dept.:		Secondary Contact:	

Issue before the Council:

Presentation of areas improvements can be made to pedestrian pathways and lighting can be made

Staff Recommendation:

Consensus to allow city staff to continue with improvements when funding and staff resources are available.

Background:

City Council established a goal to create a pedestrian safety plan to identify potential issues and solutions. City staff conducted a review of pedestrian pathways and streetlights and have put together a list of potential improvements that can be made over time.

Related City Policies:**Fiscal Impact:**

Undetermined at this time. Project budgets will be established at the time the project is to be completed. Staff will ensure all work stays within approved annual fund budgets.

Council Options:

Council can provide consensus for staff to continue to work on identified items.

Council can take no action.

Potential Motion:

No motion requested.

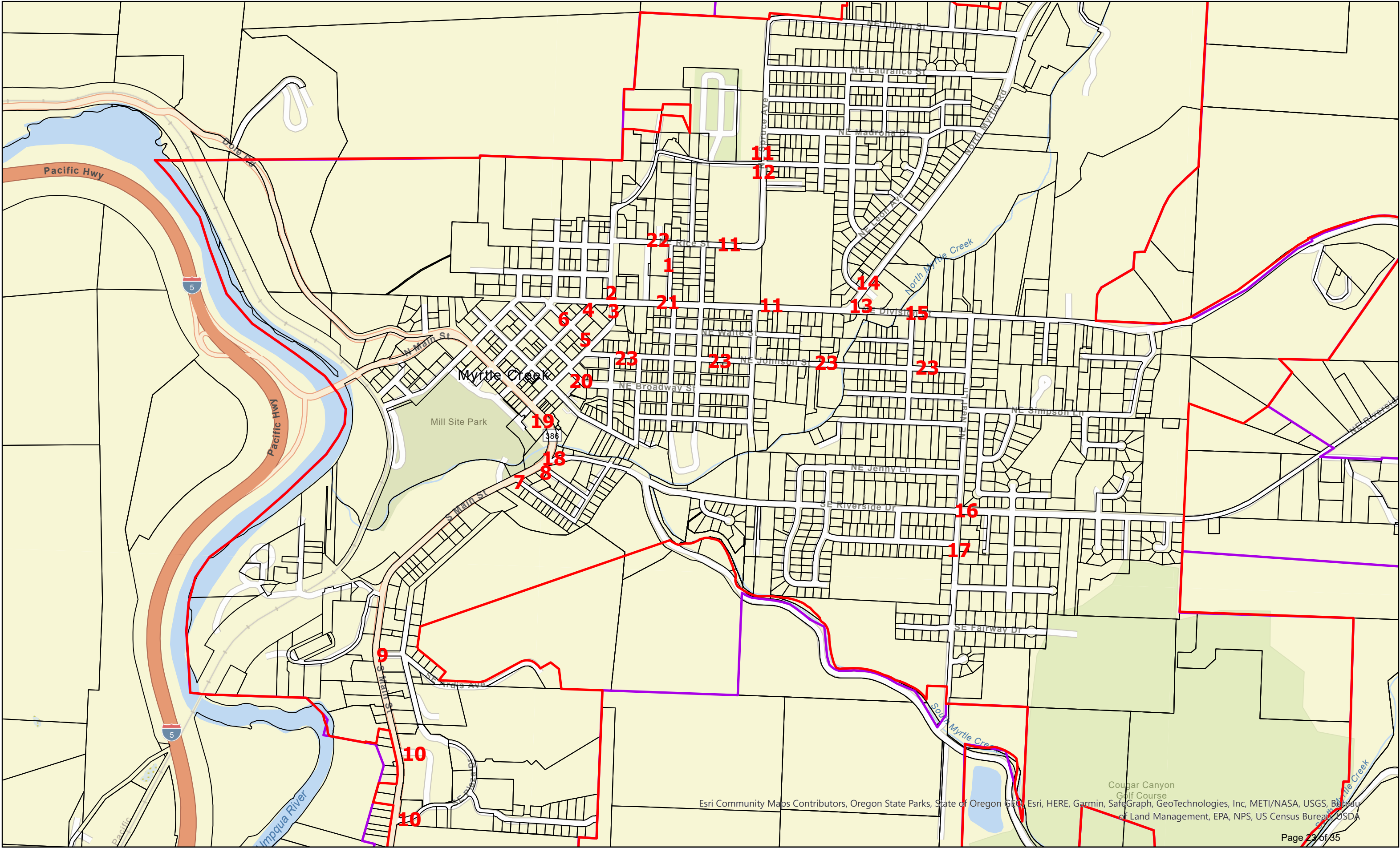


Pedestrian Pathways Observations

During the first two weeks of August 2023, I took the opportunity to perform a visual inventory of what I consider potential areas for pedestrian pathways improvements. The following list details the areas that I observed as needing attention to improve the pedestrian pathways in the City of Myrtle Creek. This list is in no particular order. This list is a complement to the list of projects found in the April 2022 Safe Routes to School report and not meant to replace the projects identified in the report. Some areas are on both this list and in the Safe Routes to School report.

1. Add sidewalks to Maple St from Division St to Rice St.
2. At the intersection of Orchard St and Division St add a crosswalk across Orchard St and Division St.
3. At the intersections of 1st St and Division St add crosswalks across 1st St.
4. At the intersection of 2nd St and Division St add crosswalks across 2nd St.
5. At the intersections of 1st St and Hall St add crosswalks across Hall St.
6. At the intersection of 2nd St and Hall St add crosswalks across Hall St.
7. At the intersection of Mill St and Main St, add crosswalk.
8. At the intersection of Bowden St and Main St, add crosswalk.
9. At the intersection of Ardis St and Main St, add crosswalk.
10. At the intersection of Plaza St and Main St, add crosswalk.
11. Add flashers at crosswalks in front of Myrtle Creek Elementary School and Coffenberry Middle School.
12. Add crosswalk across Spruce St at intersection of Craig St.
13. Y intersection at Division and N. Myrtle needs redesigned.
14. Crosswalk across Division at Leon and Dollar General.
15. Sidewalk added to Division St from Neal to School.
16. Crosswalk added at Neal and Riverside.
17. Complete Sidewalks on Neal to Fairway Dr.
18. Pedestrian Island and Crosswalk at Riverside and Main.
19. Mainstreet near Elks, add ADA letdown or remove crosswalk.
20. Move crosswalk on Oak St near the Post Office to intersection of Laurel St and Oak St near Evergreen Family Medicine.
21. Add crosswalk at Division at Maple Street.
22. Move crosswalk on Rice St near the skate park to intersection with Maple St.
23. Finish sidewalks along Johnson St.

Pedestrian Pathways Observations Map





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

To: City Administrator Lonnie Rainville, Mayor Matthew Hald, Myrtle Creek City Council

From: Chief Jonathan Brewster

Date: 12/14/2022

RE: Myrtle Creek City Streetlights

Back in November of 2022, I was asked by city council to look for areas around the city that could benefit from adding streetlights to improve public safety. It was suggested that intersections that do not have current streetlighting would be most important. The following locations below are areas and intersections throughout the city that have no lighting from streetlights.

- 1. West side of Pleasant and Third Street intersection.**
- 2. Pleasant and Fourth Street intersection.**
- 3. Morrison and Heard Street intersection.**
- 4. Madrona and Elm Street intersection.**
- 5. Christian and Douglas Street intersection.**
- 6. 600 block section of Christian Street.**
- 7. 600 block section of Laurance Street.**
- 8. 900 block of Laurance Street**
- 9. Lillian and North Myrtle Rd intersection.**
- 10. Leon and Leon Court intersection.**
- 11. Entire Waite Street has no lights other than intersections.**
- 12. 800 block of Broadway Street.**
- 13. Neal and Simpson Lane intersection**



CITY OF MYRTLE CREEK POLICE DEPARTMENT

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14. **Darcie and Simpson Lane intersection.**
15. **Vine Maple and Debbie Way intersection.**
16. **700 block of Meadowlark Avenue.**

The 700 block of Meadowlark Avenue borders the back lots of Valley Tire and Douglas Radiator. The businesses are fenced, but over the years, the department has taken several reports where suspect(s) cut the fencing from Meadowlark Avenue to enter the businesses property to steal items.

Christian Street is a long street that is separated into two sections of roadway. The first section starting at Spruce Avenue and ending at Douglas Avenue has no streetlights at all except at the intersection of Spruce and Christian. This street is narrow and very dark at night as it has no lighting.

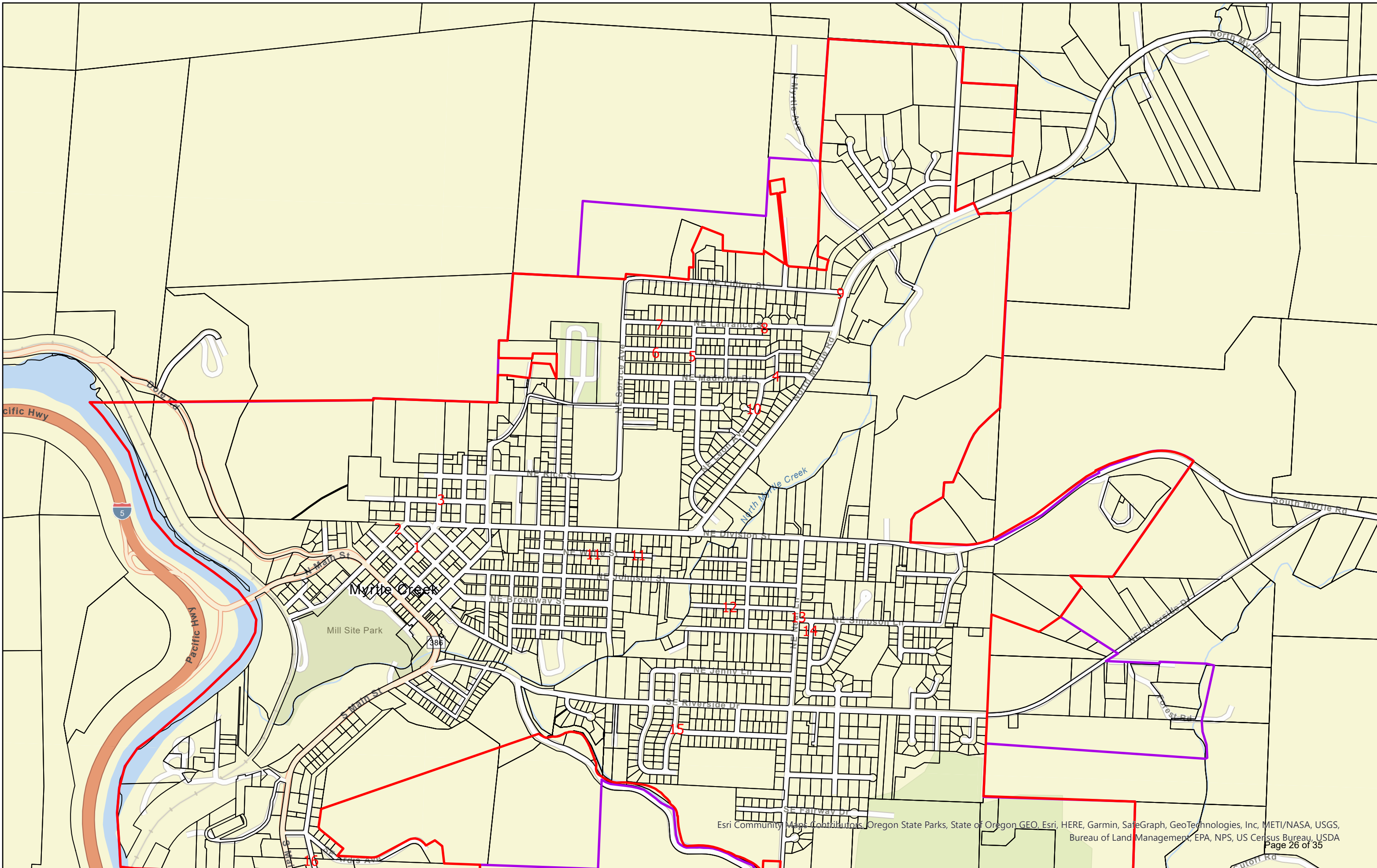
Laurance Street is a long street connecting to North Myrtle Road that seems to get a lot of traffic for a residential street. I believe this is partly due to travelers using this to bypass from North Myrtle Road to other areas of the city. The top section of Laurance Street has no streetlights other than at the top of Spruce Avenue and Laurance until you get to the intersection of Laurance and Douglas Street. The lower section is not well lit either.

I noted that Madrona Street and Lillian Street both appear to have a large number of streetlights activated on those streets compared to other residential side streets in the city.

This concludes my report and I have no further information on this topic.

Sincerely,
Chief Jonathan Brewster
Myrtle Creek Police Department

streetlight Observations map



Myrtle Creek - City Council Agenda Report

Agenda item: Umpqua Bank Public Funds Money Market

Meeting Date:	September 5, 2023	Primary Staff Contact:	Lonnie Rainville
Department:	Finance	E-Mail:	lrainville@myrtlecreek.org
Secondary Dept.:		Secondary Contact:	

Issue before the Council:

Decision to move a portion of City Funds from State Pool to Umpqua Bank Public Funds Money Market

Staff Recommendation:

Staff recommends moving 50% of the money currently invested in the State Pool into the Umpqua Bank Public Funds Money Market.

Background:

City of Myrtle Creek currently maintains its reserve funding in the State Pool account. This is an interest bearing savings account that adjusts with interest rate conditions. Currently the State Pool account has an interest rate of 4.5%. Umpqua Bank has established a Public Funds Money Market account that has a guaranteed rate .25% higher than the State Pool account. The city currently already has an existing money market account with Umpqua Bank that can be repriced to the new rate when funded with \$1,000,000 or more. The current rate for the Umpqua Bank Money Market account would be 4.75%

Related City Policies:**Fiscal Impact:**

Based on current rates if half of the funds invested in the state pool were to be moved to the Umpqua Bank Public Fund Account the City would earn an additional \$11,250 in interest annually.

Council Options:

Council can approve to move funds from the state pool to the Umpqua Bank Public Funds Money Market Account.

Council can take no action leaving all fund in the State Pool Account.

Potential Motion:

I make the Motion to move 50% of the funds currently invested in the State Pool Account to the Umpqua Bank Public Funds Money Market Account.

**UMPQUA BANK**

August 30, 2023

Lonnie,

Thank you for meeting with me today to discuss our Public Funds Money Market account. Just to recap we are offering the LGIP index + .25% and the rate will fluctuate with the LGIP index. This rate has an end date of indefinite. The minimum deposit to earn the above rate is one million but we do not require you to keep the total amount on deposit in that account. We are still utilizing the Public Funds Product Disclosure I have attached, and we do not require a new account to be opened. We will complete a rate adjustment on the current Money Market account once the council approves the transfer and it is deposited into Umpqua. Money can be transferred out of the account up to 6 times per month and deposits/transfers into the account are unlimited. All funds are collateralized. The first \$250,000 is covered by FDIC insurance and after that as a Well Capitalized Bank, Umpqua Bank collateralizes 50% and reports this to the State monthly. If at any time Umpqua Bank should no longer be considered a Well Capitalized Bank, the State requires we put up 100% collateral for all Public Deposits held in Oregon.

Please let me know if you have any other questions.

Thank you,

Jenny Gilbert
Branch Manager
Umpqua Bank
Myrtle Creek

Public Funds Money Market



Umpqua Bank is committed to providing the information you need to manage your Account. An overview of key policies and pricing that apply to your Account is provided below. For a comprehensive list of terms and policies please refer to the Business Rules & Regulations and the Other Account Services Disclosure.

Account Opening & Usage	Minimum Amount Required to Open Account	\$1,000	
	Monthly Maintenance	\$10	
	Requirement to Avoid Monthly Maintenance	\$2,500	Minimum daily balance
	Excess Deposited Item	\$0.25	Per Check after 25 Checks per monthly cycle
	Excess Withdrawal Activity	\$5.00	For each withdrawal or transfer out of this Account after the first 6 restricted transactions
Branch Cash Services	Note: You may only make 6 transfers out of your Account each calendar month or statement cycle, including but not limited to: Bill Payments, Telephone Transfers, ACH Payments, Checks, Drafts, and Point-of-Sale Transactions. ATM and In-Branch Withdrawals are unlimited.		
ATM & Debit Card Services	Rolled Coin Deposit and/or Purchased	\$0.20	Per roll
	Cash Deposit Bag	\$7.75	Per bag
	Umpqua Bank ATM	\$0 per transaction	Deposit, withdrawal, transfer, or balance inquiry.
	Non-Umpqua Bank ATM	\$2.50 per transaction	Deposit, withdrawal, transfer, or balance inquiry. ATM-Owner fees will apply.
	International Transaction	2.00% of transaction	Transactions made outside the U.S., in either foreign currency or U.S. dollars, using an Umpqua Bank card.
	Umpqua Bank ATM Mini Statement	\$0 per statement	
Overdraft & Non-Sufficient Funds (NSF) Services	As described in more depth in the <i>Business Rules & Regulations</i> and <i>Overdraft Disclosure for Business Accounts</i> that apply to your Account with us, we use the Ledger Balance method to determine whether an Item will create an Overdraft or whether there are Non-sufficient Funds (NSF) to pay an Item. If an Item is presented to us and your Ledger Balance is not sufficient to pay it, we may, at our discretion, pay the Item (creating an Overdraft, in which case you may be charged an Overdraft Fee) or return the Item for NSF. Please note that you may incur Overdraft Fees in connection with various types of Items, such as those created by Check, debit card point-of-sale (POS), In-person withdrawals, transfers, or other electronic means.		
	Overdraft Transfer Service	The Overdraft Transfer Service may be selected in addition to, or as an alternative to the Bounce Guard Overdraft Service options. Transfers from another linked deposit Account or Line of Credit will automatically cover overdrafts up to the amount available in the funding Account or Line of Credit. Bounce Guard Overdraft Service then becomes secondary coverage if opted in. Overdraft Transfer Service will help avoid incurring Overdraft Fees.	
	Overdraft Transfer Fee	We will charge you \$10 to transfer from a linked Overdraft Account.	
	Overdraft Fee	We will charge you an Overdraft fee of \$35 each time we pay an Item that overdraws your Account.	
	Minimum Amount Required to Trigger an Overdraft Fee	We will not charge an Overdraft fee if your Ledger Balance at the end of the Business Day is overdrawn by \$10.00 or less.	
Processing Policies	Transaction Posting Order (the order in which deposits and withdrawals are processed)	Transactions we receive each business day will generally be processed in the following order (see the Business Rules & Regulations for more specific details): <ol style="list-style-type: none"> 1. Deposits to your Account 2. Wire Transfers from your Account 3. ATM/Debit Card transactions from your Account 4. Checks and non-Check payment instruments drawn on your Account and presented over the counter. 5. ACH payment transactions 6. All other Checks, drafts, or other instruments written on your Account. 	

Public Funds Money Market



Processing Policies (cont.)	Funds Availability Policy (when funds deposited to your Account are available)	Cash Deposit at a Branch or ATM	Same Day
		Direct Deposit or Wire Transfer	Same Day
		Check Deposit at a Branch or ATM	Depending on the Item, funds are generally available the next business day.
		<ul style="list-style-type: none"> A 'business day' is a non-holiday weekday. The end of a business day varies by Branch, ATM location or mail processing center. If we place a hold on a Check, the first \$225 will generally be available the next business day. The remaining balance will generally be available no later than 7 business days after the date of your deposit. We will notify you of the hold and when the funds will be made available to you, and in some cases, it will be after your deposit is made. 	
Additional Account Features	Paid Interest	Yes	
	Card Access	ATM Card, or link as secondary Account on Debit Card	
	Umpqua Bank Commercial Card	Available (subject to credit approval)	
	Direct Connect	\$15 per month	
	Business Online Banking & Mobile Access	\$0 per month	Single User Access Only
		\$0 per month	Umpqua Biz Mobile with Mobile Deposit
		\$5 per Payment	Expedited Bill Pay (Electronic Payment)
		\$20 per payment	Expedited Bill Pay (Overnight Check)
Dispute Resolution	If you have questions or would like more information, please visit any of our Branches or call us at 1-866-4UMPQUA (1-866-486-7782). Please refer to the Business Rules & Regulations for complete Account details.		


































(/treasury/).

[Treasury \(/treasury/Pages/index.aspx\)](#) / [Public Financial Services \(/treasury/public-financial-services/Pages/default.aspx\)](#) / [Public Depository Information \(/treasury/public-financial-services/public-depository-information/Pages/default.aspx\)](#) / List of Qualified Depositories

List of Qualified Depositories

Per [ORS 295.002 \(https://www.oregonlegislature.gov/bills_laws/ors/ors295.html\)](#), an Oregon public official may deposit public funds up to the amount insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA) in any insured financial institution with a head office or branch in Oregon. Public funds deposits that exceed these insurance limits, currently set at \$250,000, must be held in a qualified depository that participates in the Oregon Public Funds Collateralization Program (PFCP). The complete list of qualified depositories is presented below and was last updated on June 13, 2023.

- [1st Security Bank \(https://www.fsbwa.com/\)](#)
- [Advantis Credit Union \(https://www.advantiscu.org/\)](#)
- [Baker Boyer Bank \(https://www.bakerboyer.com/\)](#)
- [Bank of America \(https://www.bankofamerica.com/\)](#)
- [Bank of Eastern Oregon \(https://www.beobank.com/\)](#)
- [Bank of the Pacific \(https://www.bankofthepacific.com/\)](#)
- [Bank of the West \(BMO Harris\) \(https://www.bankofthewest.com/\)](#)
- [Banner Bank \(https://www.bannerbank.com/\)](#)
- [Beneficial State Bank \(https://beneficialstatebank.com/\)](#)
- [Central Willamette Credit Union \(https://www.centralwcu.org/\)](#)
- [Chase Bank \(https://www.chase.com/\)](#)
- [Citizens Bank \(https://www.citizensbank.com/\)](#)

-  [Clackamas County Bank](https://www.clackamascountybank.com/) (https://www.clackamascountybank.com/)
-  [Commerce Bank of Oregon \(Zions Bancorporation\)](https://www.tcboregon.com/) (https://www.tcboregon.com/)
-  [Community Bank](https://www.communitybanknet.com/) (https://www.communitybanknet.com/)
-  [First Community Credit Union](https://www.myfirstccu.org/) (https://www.myfirstccu.org/)
-  [First Federal](https://www.firstfedweb.com/) (https://www.firstfedweb.com/)
-  [First Interstate Bank](https://www.firstinterstatebank.com/) (https://www.firstinterstatebank.com/)
-  [Heritage Bank](https://www.heritagebanknw.com/) (https://www.heritagebanknw.com/)
-  [HomeStreet Bank](https://www.homestreet.com/) (https://www.homestreet.com/)
-  [InRoads Credit Union](https://www.inroadscu.org/) (https://www.inroadscu.org/)
-  [KeyBank](https://www.key.com/) (https://www.key.com/)
-  [Lewis & Clark Bank](https://www.lewisandclarkbank.com/) (https://www.lewisandclarkbank.com/)
-  [Maps Credit Union](https://www.mapscu.com/) (https://www.mapscu.com/)
-  [Northwest Bank](https://www.northwest-bank.com/) (https://www.northwest-bank.com/)
-  [Old West Federal Credit Union](https://www.oldwestfcu.org/) (https://www.oldwestfcu.org/)
-  [OnPoint Community Credit Union](https://www.onpointcu.com/) (https://www.onpointcu.com/)
-  [Oregon Coast Bank](https://www.oregoncoastbank.com/) (https://www.oregoncoastbank.com/)
-  [Oregon Community Credit Union](https://www.myoccu.org/) (https://www.myoccu.org/)
-  [Oregon Pacific Bank](https://www.opbc.com/) (https://www.opbc.com/)
-  [Oregon State Credit Union](https://www.oregonstatecu.com/) (https://www.oregonstatecu.com/)
-  [Pacific Crest Federal Credit Union](https://www.mypcfcu.org/) (https://www.mypcfcu.org/)
-  [Pacific West Bank](https://pacificwestbank.com/) (https://pacificwestbank.com/)
-  [People's Bank](https://www.peoplesbank.bank/) (https://www.peoplesbank.bank/)
-  [Riverview Community Bank](https://www.riverviewbank.com/) (https://www.riverviewbank.com/)
-  [Rogue Credit Union](https://www.roguecu.org/) (https://www.roguecu.org/)
-  [Summit Bank](https://www.sbko.bank/) (https://www.sbko.bank/)
-  [TwinStar Credit Union](https://www.twinstarcu.com/) (https://www.twinstarcu.com/)
-  [Umpqua Bank](https://www.umpquabank.com/) (https://www.umpquabank.com/)
-  [Unitus Community Credit Union](https://www.unitusccu.com/) (https://www.unitusccu.com/)
-  [U.S. Bank](https://www.usbank.com/) (https://www.usbank.com/)
-  [Valley Credit Union](https://www.valleycu.org/) (https://www.valleycu.org/)
-  [WaFd Bank](https://www.wafdbank.com/) (https://www.wafdbank.com/)

-  Washington Trust Bank (<https://www.watrust.com/>)
-  Wauna Credit Union (<https://www.waunafcu.org/>)
-  Wells Fargo Bank (<https://www.wellsfargo.com/>)

Public Funds Collateralization Program
Quarterly Uninsured Public Funds Deposits by Banks

<u>Depository</u>	<u>Uninsured Public Funds Deposits</u>	<u>Report Type</u>	<u>Quarter Ending</u>
1st Security Bank	13,473,593.23	Quarterly	March 2023
Baker Boyer Bank	1,891,968.00	Quarterly	March 2023
Bank of America	106,567,370.67	Quarterly	March 2023
Bank of Eastern Oregon	26,932,024.21	Quarterly	March 2023
Bank of the Pacific	-	Quarterly	March 2023
Bank of the West	168,165,851.00	Quarterly	March 2023
Banner Bank	114,393,896.00	Quarterly	March 2023
Beneficial State Bank	23,642,945.00	Quarterly	March 2023
Citizens Bank	8,604,025.39	Quarterly	March 2023
Clackamas County Bank	1,154,040.00	Quarterly	March 2023
Community Bank	8,017,410.00	Quarterly	March 2023
First Federal Savings and Loan	6,186,540.00	Quarterly	March 2023
First Interstate Bank	140,811,708.17	Quarterly	March 2023
Heritage Bank	1,893,390.64	Quarterly	March 2023
HomeStreet Bank	-	Quarterly	March 2023
JPMorgan Chase Bank, N.A.	25,702,431.99	Quarterly	March 2023
KeyBank National Association	76,871,475.00	Quarterly	March 2023
Lewis & Clark Bank	5,465,531.07	Quarterly	March 2023
MUFG Union Bank, N.A.	-	Quarterly	March 2023
Northwest Bank	-	Quarterly	March 2023
Oregon Coast Bank	17,796,469.00	Quarterly	March 2023
Oregon Pacific Bank	7,846,007.78	Quarterly	March 2023
Pacific West Bank	-	Quarterly	March 2023
Peoples Bank of Commerce	8,874,465.06	Quarterly	March 2023
Riverview Community Bank	3,091,653.43	Quarterly	March 2023
Summit Bank	-	Quarterly	March 2023
U. S. Bank National Association	755,730,171.10	Quarterly	March 2023
Umpqua Bank	574,929,154.00	Quarterly	March 2023
Washington Federal	393,455,008.31	Quarterly	March 2023
Washington Trust Bank	-	Quarterly	March 2023
Wells Fargo Bank	378,340,274.91	Quarterly	March 2023
ZB, N.A.	518,207.55	Quarterly	March 2023

Note for required disclosures:

The Custodian, Federal Home Loan Bank, is the agent of the depository. The securities pledged are designated as subject to the Pledge Agreement between the Depository, Custodian Bank and Office of the State Treasurer (OST) and are held for the benefit of OST on behalf of the public depositors.

Public Funds Collateralization Program
Quarterly Uninsured Public Funds Deposits by Banks

<u>Depository</u>	<u>Uninsured Public Funds Deposits</u>	<u>Report Type</u>	<u>Quarter Ending</u>
	Aggregate Oregon Uninsured Public Funds Deposits:		2,870,355,611.51
	Aggregate Oregon Public Funds Collateral Pledged:		2,321,267,666.83

Note for required disclosures:

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