

MYRTLE POINT CITY COUNCIL AGENDA
Regular Meeting
Monday, November 20, 2023, 7:30 p.m.
OSU Extension Meeting Room | 631 Alder Street, Myrtle Point

For those wishing to attend remotely, please use one of the following options:

Join Zoom Meeting: <https://zoom.us/j/7532272341>

Meeting ID: 753 227 2341 | Password: Myrtle

or

Dial-in: 1 (253) 215-8782 | Meeting ID: 753 227 2341 | Passcode: 851522

- I. CALL TO ORDER – Mayor Clayburn
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL – City Council
- IV. CONSENT ITEMS
 - A. Minutes of November 6, 2023 Regular Meeting
- V. ACTION/DISCUSSION ITEMS
 - A. City Manager Candidate Introduction – Jeffrey Howes
- VI. PETITIONS FROM THE AUDIENCE

This is a public meeting and the media may use information presented.
- VII. UPCOMING MEETINGS AND EVENTS:
 - A. Myrtle Point Planning Commission Meeting – November 28, 2023, 5:00 p.m.
 - B. Myrtle Point City Council Meeting – December 4, 2023, 7:30 p.m.
 - C. Myrtle Point Public Library Foundation Meeting – December 5, 2023, 5:00 p.m.
 - D. Flora M. Laird Memorial Library Board Meeting – December 12, 2023, 5:00 p.m.
- VIII. INFORMATION ITEMS*
- IX. OTHER COMMUNICATIONS
 - A. Staff Reports
 - B. Council Concerns and Comments*
- X. EXECUTIVE SESSION – ORS 192.660(2)(a) “To consider the employment of a public officer, employee, staff member or individual agent.”
- XI. RECONVENE REGULAR MEETING
- XII. ADJOURNMENT

Notice given this 16th day of November 2023 – Darin Nicholson, City Manager

* indicates no material included in packet

**CITY OF MYRTLE POINT
CITY COUNCIL MEETING MINUTES
Regular Meeting
Monday, November 6, 2023 – 7:30 p.m.,
OSU Extension Service Meeting Room
631 Alder Street, Myrtle Point**

Council Members

Present:

Samantha Clayburn, Mayor
Gary Sullivan, City Councilor
Berea Gibbons, City Councilor
Amy Ligons, City Councilor

Michael Hogan, Council President
Mike Wood, City Councilor
Ivan Hawker, City Councilor

Absent:

(none)

Staff and Others

Scott Robinson, Chief of Police
Wayne Ramsey, Public Works
Amy Bruno, Library Director
Linda Maxon, Coquille Valley Hospital
Dan Kleis
Doug Ligons (arrived ~7:47 p.m.)

Willy Burris, Fire Chief
Ginny Groce, Accountant
Darin Nicholson, City Manager
Jeff Lang, Coquille Valley Hospital
Kathy Lewis*

(* indicates remote attendance)

CALL TO ORDER

Mayor Clayburn called the City Council meeting to order at 7:30 p.m. and led those present in the Pledge of Allegiance.

ROLL CALL

Mayor Clayburn asked the City Council members to state their names for the roll.

CONSENT ITEMS

- A. Mayor Clayburn announced the Consent Items – Minutes of the October 16, 2023 Regular Meeting. Councilor Sullivan moved to accept, receive and approve the minutes from the last City Council meeting. Councilor Hawker seconded the motion. Mayor Clayburn asked if there were any corrections needed. Accountant Groce pointed out a couple of errors on Page 4. Under Paragraph 3 of Staff Reports, the number “\$11,00” should be “\$11,000” and in the same paragraph “Account Groce” should be “Accountant Groce.” Mayor Clayburn acknowledged the corrections and called for a vote on the motion to accept the minutes with the corrections.

ACTION/DISCUSSION ITEMS

A. Presentation – Linda Maxon & Jeff Lang, Coquille Valley Hospital

Mayor Clayburn announced the presentation by Linda Maxon. Ms. Maxon introduced herself as well as Mr. Jeff Lang, CEO of Coquille Valley Hospital District. Mr. Lang spoke first. He provided information about the organization of the hospital and the services it provides. He identified changes that are currently in the works as well as goals they have for the next few years. On a side note, Mr. Lang commented on the high quality of

ambulance service provided by the Myrtle Point Ambulance Department. Mr. Lang then reviewed some of the financial statistics of the Hospital District, gave an overview of staff members, and announced that the hospital is pursuing Joint Commission Accreditation. Finally, he announced that the hospital Board of Directors have decided to change the form of governance of the hospital from a district hospital to a public-private hybrid system operating under a 501(c)(3) non-profit corporation in which the hospital facility would be leased to the non-profit corporation. He indicated that there are some advantages to operating as a non-public hospital. Mr. Lang then spoke about plans for construction of a new facility on the current campus to replace the older part of the building. The project is expected to take about 22 months to complete. Mr. Lang answered some questions from the City Council regarding construction plans as well as ranking of the trauma center.

Ms. Maxon then addressed the City Council and spoke about planned expansion of hospital services based on needs of the community. She introduced a plan to open a medical facility in Myrtle Point to provide primary care services for all segments of the population. She indicated that the hospital district has received many requests to bring primary care services to Myrtle Point in order to remove barriers to obtaining those services. It is planned to utilize the former Umpqua Bank building for the new medical facility and design work is under way for the necessary improvements. Ms. Maxon reported that the hospital district has hired a young doctor who has a passion for rural medicine and has recently purchased property in the local area. She believes the doctor will provide long-term service in Myrtle Point. Ms. Maxon also reported that an experienced nurse practitioner is committed to coming to work in the Myrtle Point facility, as well as a licensed clinical social worker, a community health worker, a registered nurse and other staff. She reviewed all the services planned to be offered in Myrtle Point. She stated that the intent is to augment services offered by the school district and North Bend Medical Center, not necessarily to duplicate services already offered. Ms. Maxon and Mr. Lang then answered some questions from the City Council regarding the planned facility and the doctor who is planning to serve in Myrtle Point.

Ms. Maxon also reported that the hospital district is planning to open a 340B pharmacy in Coquille to serve the patients of Coquille Valley Hospital. Those patients will receive medications at a discount. The pharmacy will also be open to patients of other providers as a retail pharmacy. The pharmacy will be open 5 days a week. Design work is under way to upgrade a building in downtown Coquille for the pharmacy.

B. Budget Committee Reappointments – Cynthia Johnson & Justin Miller

Mayor Clayburn announced the Budget Committee reappointments of Cynthia Johnson and Justin Miller. Manager Nicholson stated that their terms of appointment were set to expire on December 31st. Both have agreed to serve another three-year term and Manager Nicholson recommended their reappointment. Mayor Clayburn nominated Cynthia Johnson and Justin Miller to serve another three-year term on the Myrtle Point Budget Committee and called for a vote of support from the City Council. The vote was unanimous in favor.

C. Planning Commission Reappointment – Tiffany Kremers

Mayor Clayburn announced the Planning Commission reappointment of Tiffany Kremers. Manager Nicholson indicated that Ms. Kremers had served one term on the Planning Commission but that expired on June 30, 2023. She has agreed to serve another term and Manager Nicholson recommended her reappointment. Mayor Clayburn nominated Tiffany Kremers to serve another four-year term on the Myrtle Point Planning Commission and called for a vote of support from the council. The vote was unanimous in favor.

D. City Manager Recruitment Process Update

Mayor Clayburn announced the City Manager Recruitment Process Update. Manager Nicholson reported that the committee had completed initial Zoom interviews with three candidates, two of whom were local and one from out of the area. The committee then did follow-up, in-person interviews with the two local candidates. After the second interview, the committee did not wish to continue any further with one of the candidates. Manager Nicholson reported that several additional applications had been received around the time of the in-person interviews, but the committee had not discussed those applicants. He also reported the salary range of \$84,000 to \$96,000 which had been advertised, but stated there was some additional money available in the budget if necessary due to the fact that he is not being paid the full budgeted amount. Mayor Clayburn stated that she was interested in interviewing one of the additional applicants prior to making a recommendation to the City Council and asked Manager Nicholson to set up a Zoom interview. Councilor Gibbons asked if the rest of the City Council not on the Selection Committee would have the opportunity to speak with candidates prior to voting one into office. Manager Nicholson explained that the committee would recommend a candidate to the City Council and that candidate would be introduced and the council would have an opportunity for questions and answers. No other action was taken.

PETITIONS FROM THE AUDIENCE

Mayor Clayburn called for petitions from the audience. Kathy Lewis thanked all the volunteers serving the City of Myrtle Point and wished everyone a gluttonous Thanksgiving.

UPCOMING MEETINGS AND EVENTS

- A. Myrtle Point Public Library Foundation Meeting – November 7, 2023, 5:00 p.m.
- B. Flora M. Laird Memorial Library Board Meeting – November 14, 2023, 5:00 p.m.
- C. Myrtle Point Planning Commission Meeting – November 28, 2023, 7:00 p.m.

INFORMATION ITEMS

- A. Myrtle Point Public Library Foundation Meeting Minutes – October 3, 2023
- B. Myrtle Point Public Library Foundation Meeting Agenda – November 7, 2023

OTHER COMMUNICATIONS

- A. Staff Reports:
 - 1. Manager Nicholson reported on the following:
 - 1. 1030 Harris Street – Following the October 2nd City Council meeting, lien paperwork was prepared and recorded against the property for the cost of the cleanup paid for by the city.
 - 2. Staff Changes – With the retirement of Bob Love, the Leadman position was advertised in-house. Wayne Ramsey expressed interest in the position and has been promoted. That leaves a vacancy in the Senior Maintenance Worker position, which is currently being advertised in-house. There was an internal applicant for that position and it is expected that there would be several promotions before publicly advertising a position within the Public Works Department.
 - 3. Website – A new city website was created using the Munibit platform and went live that day. As previously mentioned, for a community our size the cost is \$69 per month. The layout is easy to follow and it should be easy for staff to post and modify information. Manager Nicholson reported that Haylee Young would be added as a user to post and update website information.
 - 2. Accountant Groce had nothing to report.
 - 3. Lead Man Ramsey had nothing to report.

4. Library Director Bruno reported that the library opened to the public that day. They were still waiting on some items including the copy machine and a baby changing station. She thanked city staff as well as five retired librarians who helped to get the library restocked in order to open up. She recognized Barbara Caffey, Lee Storm, Debbie Bushnell, Carol Remey and Kate Schmidt. She also thanked Wayne Ramsey and her friend, "Wizard" (Dan Klies). She invited everyone to come by and see the library and announced the Grand Reopening celebration on December 1st and 2nd. Director Bruno also reported that the Library Foundation Bazaar would be on Saturday, November 11th.
 5. Police Chief Robinson reported that Sergeant Harris spent the previous week at DPSST to work on his management certification. He also reported that there have been several state tournament send-off parades. Mayor Clayburn thanked the Police Department for corralling a number of goats and sheep at the Fairgrounds the previous week.
 6. Fire Chief Burris reported on a good open house a couple of weeks prior. He also reported that Myrtle Point Fire Department assisted Coquille and several other departments on a fire in Arago on the preceding Saturday. He reported that there were two large propane tanks next to the building. They opened the tanks and ignited the gas to avoid explosions.
- B. City Council Concerns & Comments:
1. Councilor Sullivan asked Chief Robinson if there had been any news regarding Ballot Measure 114. Chief Robinson said there had not been any. Councilor Sullivan asked Library Director Bruno about her "wish list" regarding items for the library and how they would be paid for. She indicated that she needed to get the list approved by the Library Board and then they would do fundraising to purchase the items. Councilor Sullivan expressed interest in the portable audio booths. Director Bruno gave details about the item and explained its uses.
 2. Mayor Clayburn thanked the staff members who helped out when the City Manager Selection Committee took candidates on a tour of city facilities. She stated that she had not been to the Water Treatment Plant or Wastewater Treatment Plant before that day.

ADJOURNMENT

Having no further business for the City of Myrtle Point, Mayor Clayburn adjourned the meeting at 8:36 p.m.

11/20/2023

Samantha Clayburn, Mayor
City of Myrtle Point

City of Myrtle Point Agenda Item Report

To: Mayor Clayburn and City Council
From: Darin Nicholson, City Manager
Date: November 20, 2023
Re: City Manager Candidate Introduction



BACKGROUND

The City Manager Recruitment Committee, composed of three members of the City Council, the Fire Chief and the Police Chief, has reviewed approximately a dozen applications for the position. (Applications which clearly did not meet minimum qualifications were not forwarded to the committee.) The committee conducted four initial interviews, and second interviews were held with two of the applicants. At this time, the committee recommends Mr. Jeffrey Howes as the most qualified candidate for the position of City Manager. Mr. Howes' application materials are attached hereto for reference. Time will be provided for the City Council and others present to ask questions of Mr. Howes and get to know him a little bit.

If the City Council is comfortable moving forward, a conditional job offer should be extended with a specified starting salary. This may occur following a recess to Executive Session to allow the council to discuss salary privately. As mentioned previously, the advertised salary range for the position was \$84,000 to \$96,000 which meets budget constraints.

RELATED CITY POLICIES

Ordinance No. 1120 Creating the Office of City Manager

COUNCIL OPTIONS

- **Grant Conditional Job Offer:** SAMPLE STATEMENT – *"I move to grant a Conditional Job Offer to Mr. Jeffrey Howes for the position of City Manager with a starting salary of \$_____ per year."*
- **Do Nothing:** NO MOTION NEEDED

CITY MANAGER'S RECOMMENDATION

Form a committee

ATTACHMENTS

- Jeff Howes Cover Letter, Employment Application, and Resume
- Ordinance No. 1120 Creating the Office of City Manager
- Sample City Manager Employment Agreement

JEFFREY HOWES

OCTOBER 6, 2023



Camas Valley, OR 97416

TO

City Manager
Myrtle Point
424 Fifth St.
Myrtle Point, OR
97458

Dear Mr. Nicholson

I am pleased to submit my application for the position of City Manager.

I am Jeffrey W. Howes and I have 20 years of professional experience in finance and management. In my most recent role as Finance director, I have gained a great deal of knowledge and expertise in Municipal Process, Management, Project Oversight, and reporting generation. These skills have been developed because of years of refining financial systems and working with a variety of budgets. I am confident that I possess the knowledge and experience needed in order to successfully transition to a City Manager Role.

In Additions to my professional experience, I have several strengths which I am certain will be beneficial to the City Managers job description. I have excellent skills in collaboration, critical thinking, and decision-making. Each of these strengths were honed by my experiences as a Finance Director, I have worked with a variety of people to create strategies and solutions, considered the many variables involved in financial processes, and made decisions to best serve the needs of my organization. I bring the same level of thoughtfulness and collaboration to my work as City Manager and see how each of these strengths would be applicable to this role.

My Previous experience, 2000-2009, as a Hines Council gave me experience as to the innerworkings of a small city. I have an excellent track record and working history of working with members of the community and the city employees. My experience in water and wastewater issues for the City of Hines gives me a better understanding as a City Manager.

I am confident that my professional experience, skills and strengths make me a great fit for City Manager of Myrtle Point. I am excited to discuss the role and my potential contributions further. Thank you for your time and consideration.

Sincerely,
Jeffrey Howes

A handwritten signature in black ink, appearing to read "Jeffrey Howes", written in a cursive style.

**CITY OF MYRTLE POINT
EMPLOYMENT APPLICATION**

DIRECTIONS: RESUME MUST BE ATTACHED FOR APPLICATION TO BE CONSIDERED.

Please print or use a typewriter. Answer all questions. If the question does not apply to you or the position you are applying for, mark it "N/A".

1. Position Applying For: City Manager Date: 10/6/2023

2. Name: Howes, Jeffrey Wayne Last First Middle

Preferred Name/Nickname: Jeff

Is any additional information relative to change of name, assumed name or nickname necessary to enable a check on your work or education history?

☐ Yes ☒ No Explain _____

3. Address: [REDACTED], Camas Valley, OR 97416 Street (P.O. Box) City State Zip Code

Telephone Number: [REDACTED] Second Telephone Number: _____

4. Are you eligible to work in the United States? ☒ Yes ☐ No

5. Employees of the City of Myrtle Point must be at least 18* years of age. Are you able to meet this requirement? ☒ Yes ☐ No

* **Police Officer** positions require a minimum age of 21 years. Can you meet this requirement?

☐ Yes ☐ No

6. List any relatives currently employed by the City of Myrtle Point: N/A

7. If the position for which you are applying requires a valid Oregon Drivers License, can you meet this requirement? ☒ Yes ☐ No Oregon License No. [REDACTED]

8. EDUCATION RECORD: If now in school, include present term: MBA
Highest grade completed: ☐ 8 ☐ 9 ☐ 10 ☐ 11 ☐ 12 ☐ 13 ☐ 14 ☐ 15 ☐ 16

NAME OF SCHOOL CITY AND STATE

Concordia University

Bend, Oregon - Outreach from Portland Oregon

List other schooling including college, technical school, correspondence courses and other relevant experience.

UNITS

SCHOOL MAJOR SUBJECT COMPLETED DEGREE OSU, Bachelors of Science in Business Administration with a emphasis in Accounting and a Minor in Business Law

9. **EMPLOYMENT HISTORY:** Beginning with your present or most recent job, describe your work history and experiences related to the position for which you are applying. **INCLUDE ALL MILITARY, NON PAID OR VOLUNTEER WORK RELATED TO THE POSITION.** If additional space is needed to complete the question, attach a separate sheet of paper.

Present or Last Employer: Coos Bay North Bend Water Board _____ Phone: 541-267-3128 _____
Address: PO Box 539, Coos Bay, OR 97420 _____ Supervisor's Name: Ivan Thomas _____
Hours Per Week: 40 Hrs. _____ Your Job Title: Finance Director _____
Employment Dates: From May 2009 _____ to Sept 2023 _____

Specific Duties: Perform accounting functions of the water utility with \$93 million in assets using Springbrook Accounting Software, manage 15 member Staff, 3 in accounting, 5 in customer service, 1 supervisor, 2 in utility Billing, 3 meter reader, 1 cross connection specialist. Please see my resume.

Reason for Leaving: Difference of Opinion with General Manager _____
May We Contact Your Employer? XYes ☐ No If no, why? _____

Employer: The Old Camp Casino _____ Phone: 541-573-2088 _____
Address: 100 Pasigo St., Burns, OR 97720 _____ Supervisor's Name: Judith McClain _____
Hours Per Week: 40 hours _____
Your Job Title: Controller _____ Employment Dates: From April 2007 _____ to May 2009 _____

Specific Duties: Perform accounting functions of a 7.5 million dollar Casino of the Burns Paiute Tribe, using QuickBooks, supervised a 15 member team and 2 supervisors, please see my attached resume.

Reason for Leaving: To Better Myself _____

Employer: Burns Paiute Tribe _____ Phone: 541-573-2088 _____
Address: 100 Pasigo St., Burns, OR 97720 _____ Supervisor's Name: Ms. Conaway _____
Hours Per Week: 40 Hours per Week _____
Your Job Title: IT Coordinator/ Educational Specialist Employment Dates: From Sept 2005 to April 2007 _____

Specific Duties: Developing and Training computer skills in all 7 departments of the Tribe, Oversaw all IT needs and development of the computer Compass, Managed the Educational Grant, please see my resume _____

Reason for Leaving: To Better my self _____

Employer: Harney Education Service District _____ Phone: 541-573-2122 _____
Address: PO Box 460, Burns, OR 97720 _____ Supervisor's Name: Rod Bennett _____
Hours Per Week: 50 Hours a Week _____
Your Job Title: Contract IT Teacher _____ Employment Dates: From July 2000 _____ to Sept 2005 _____

Specific Duties: Develop an Educational Program training Students to be computer technicians and pass certification testing, administered the StRUT program, please see my Resume. _____

Reason for Leaving: To Better My self _____

10. Please explain any interruptions in your employment record as described in Question 9.

N/A

11. List any special training, licenses, certificates, machine skills, office equipment or other skills you may have that are pertinent to the position for which you are applying.

UNDERSTANDING AND ASSURANCES

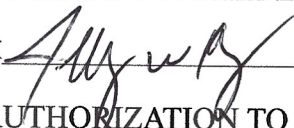
Please read the following statements carefully and indicate your understanding and acceptance by signing in the space provided.

1. I understand that any misrepresentation or omission, as well as any misleading statements or omissions of application information, attachments, or supporting documents may result in denial of employment or if already hired, then termination. And, I understand that I may be required to verify any and all information submitted.
2. I understand that as a condition of employment, I will be required to provide legal proof of authorization to work in the U.S.
3. I understand that as allowed by law and policy, the City of Myrtle Point may check my criminal background information, DMV information, references, education, certification, licenses, and/or any other source of information that might provide information about my suitability and qualifications for employment with the City of Myrtle Point. I understand that as the recruitment progresses I may be required to provide additional information in order that a thorough background check can be completed.
4. As allowed by law and policy, I agree to undergo any drug and/or alcohol testing that the City of Myrtle Point may be required.
5. I certify that I have fully, accurately, and completely answered all questions, and have given all information requested in the application materials. I certify that I have not withheld any information relative to my application for employment. I understand that any wrong or incomplete information in my application materials may disqualify me for further consideration of employment, or, if discovered after I am hired, may be grounds for my dismissal.
6. I understand that all application-related information is subject to verification by the City of Myrtle Point, and hereby give my consent to the City of Myrtle Point to investigate my background and qualifications using any means, sources, and outside investigators at its disposal.
7. I understand that submission of this application does not necessarily mean that I will be hired. I understand and agree that, with the exception of employees subject to a collective bargaining agreement, if hired, my employment relationship with the City of Myrtle Point will be "at-will". That means that either I or the City of Myrtle Point may terminate this relationship at any time, for any reason, with or without cause or notice.
8. I authorize any of the persons or organizations referenced in this application, otherwise provided by me, otherwise provided by any person as developed through my employers and/or references, or otherwise provided by any other source, to give you any and all information concerning my previous employment, education, character, or any other information they might have, personal or otherwise, with regards to any of the subjects covered in my application materials. I release all such parties from all liability from any damages which may result from furnishing such information.

I understand that this completed application, and any other materials submitted, are the property of the City of Myrtle Point and will not be returned. I understand that I must notify the the City of Myrtle Point of any changes to my contact information.

I have read and understand the above information.

X



Signature Date

10/6/23

Applicant's

AUTHORIZATION TO RELEASE INFORMATION

I understand that this document, signed by me, authorizes the City of Myrtle Point, or its representative, to investigate my

background information, employment records, and any other records necessary to determine job-related qualifications for a position within the City of Myrtle Point.

I hereby release all parties and persons from all liability and/or claims, now or in the future, arising from the furnishing of any information concerning my employment history, work performance, background information, character, education, training and any other employment investigation information, including good faith expressions of opinion, to [inset organization name], or its representative, as requested.

I further agree not to sue the City of Myrtle Point, or any and all other persons providing information for my suitability to perform the job I have applied for, as a result of the furnishing of any information, including good faith expressions of opinion, to the City of Myrtle Point.

I understand and agree that any information released to the City of Myrtle Point is done so in strictest confidence and shall not be released to me, unless required by law to do so, even if I am rejected for employment.

Jeffrey W. Howes

Applicant's Name (PRINT)

Other Last Names Used

Jeff W. Howes

Applicant's Signature

10/6/2023

Date

VETERANS' PREFERENCE FORM

Under Oregon law, veterans who meet minimum qualifications for a position may be eligible for preference. If you think you may qualify, please read the following checklist carefully. Check the box for each item that is appropriate. If you need further explanation or have special circumstances, please call the City of Myrtle Point at (541) 572-2626.

This completed form and the required documentation must be submitted at the time you submit your application.

A. QUALIFIED VETERAN QUESTIONS: You may be eligible to claim veterans' preference if you check at least one of the boxes below, and provide proof of eligibility by submitting a copy of your DD 214 or 215.

ORS 408.225 (1) (f)

- ☐ I served on active duty with the Armed Forces of the United States for a period of more than 90 consecutive days beginning on or before January 31, 1955, and was discharged or released under honorable conditions; or
- ☐ I served on active duty with the Armed Forces of the United States for a period of more than 178 consecutive days beginning after January 31, 1955, and was discharged or released from active duty under honorable conditions; or
- ☐ I served on active duty with the Armed Forces of the United States for 178 days or less and was discharged or released - from active duty under honorable conditions because of a service connected disability; or
- ☐ I served on active duty with the Armed Forces of the United States for 178 days or less and was discharged or released from active duty under honorable conditions and have a disability rating from the United States Department of Veterans Affairs; or
- ☐ I served on active duty with the Armed Forces of the United States for at least one day in a combat zone and was discharged or released from active duty under honorable conditions; or
- ☐ I received a combat or campaign ribbon or an expeditionary medal for service in the Armed Forces of the United States and was discharged or released from active duty under honorable conditions; or

☐ I am receiving a non-service connected - pension from the United States Department of Veterans Affairs.

"Active duty" does not include attendance at a school under military orders, except schooling incident to an active enlistment or a regular tour of duty, or normal military training as a reserve officer or member of an organized reserve or a National Guard unit.

B. QUALIFIED DISABLED VETERAN QUESTIONS: You may claim additional employment preference if you can check at least one box in the section below and provide proof of eligibility by submitting both of the following documents:

1. A copy of your DD-214 or 215, Certificate of Release or Discharge, Copy 4, and
2. A public employment preference letter from the United States Department of Veterans Affairs. To order the letter, call 1-800-827-1000 and request a public employment preference letter.

ORS 408.225 (1) (c)

- ☐ I have a disability rating designated by the United States Department of Veterans Affairs; or
- ☐ I was discharged or released from active duty for a disability incurred or aggravated in the line of duty; or
- ☐ I was awarded the Purple Heart for wounds received in combat.

I hereby claim veteran's preference and certify that the above information is true and correct. I understand that any false statements may be cause for my disqualification or dismissal, regardless of when discovered.

Applicant's Name Signature Date

Preference may not be awarded without the appropriate documentation. You must submit your DD-214 or 215 in all cases. If you are claiming disabled veteran preference you must also submit the public employment preference letter from the Department of Veterans Affairs. You will not receive preference without these accompanying documents.

Jeffrey Howes

Finance Director - Coos Bay North Bend Water Board

Camas Valley, OR 97416



Career Objective

Results-driven individual with expertise in developing and driving successful financial strategies. Proven track record in analyzing financial information, forecasting trends, and managing budgets to increase profits. Skilled in accurately reporting financial data to internal and external stakeholders, developing and implementing financial plans, and managing risk.

Summary

Finance Director with more than 15 years of proficiency in identifying and analyzing trends, seasonality, budgeting, and partnering with other departmental leaders. Self-motivated, action-oriented individual with experience tracking actual business results against budget plans. Offering exceptional issue resolution and staff training skill sets.

Willing to relocate to: Roseburg, OR - Oregon

Authorized to work in the US for any employer

Work Experience

Finance Director

Coos Bay North Bend Water Board - Coos Bay, OR

May 2009 to September 2023

Performs accounting functions of a Water Utility with \$93 million in assets, using Springbrook Accounting Software.

- Produces Financial Statements for Management, financial institutions, local, state, and federal governments
- Teach and Train computer systems and accounting to team
- Supervises one division supervisors with 18 member team
- Part of Management team in absence of General Manager
- Perform duties of chief accountant, preparing and checking journal vouchers or supervising their preparation, establishing accounting systems; directs the accounts receivable, including utility billing and accounts payables systems; analyzes and reviews accounts; maintains inventory ledger; prepares state and federal reports, asset ledgers, insurance register, and other subsidiary ledgers.
- Responsible for general ledger; prepares monthly financial and operating statements, periodical cash forecasts, and other financial and operating data reports as required.
- Prepares annual financial and labor budget under direction of the General Manager and with input from other department heads; assists auditor in review of information for annual audit of financials
- Supervises preparation of employee payroll and quarterly tax reports
- Purchases office equipment and authorizes purchases other materials and supplies
- Supervises utility's computer operations, including analysis of current and future hardware and software needs and oversees the general operation and good working condition of the utilities computer equipment

- Researches and recommends cash investment activity for surplus funds
- Administers workers' compensation, pension programs, health insurance and general and liability insurance
- Develops and recommends policies and procedures related to Water Board Rules and Regulations and divisional operations
- Prepares reports or performs special studies at the request of the General Manager
- Manager Customer Service functions including office, field services, and cross connection control program
- Assumes division fiscal responsibility by participating in the preparation of and operating within an approved annual budget
- Demonstrates exemplary leadership and maintains positive, cooperative, and effective working relationships with Water Board staff, other organizations and the general public
- Follows all safety rules and procedure for work areas

Controller

The Old Camp Casino

April 2007 to May 2009

Perform accounting functions of a \$7.5 million Casino using QuickBooks

- Produce Financial Statement for Management, financial institutions, local, state, and federal entities
- Teach and Train computer systems and accounting to 2 team
- Supervise two department supervisors, with 15 member team
- Part of Bi-Management team in absence of General Manager
- Oversee the Finance, Information Technology, Purchasing, and Cage/Vault departments and the cash management program
- Responsible for the overall financial results for the organization and assist in safeguarding assets
- Make recommendations on suggested improvements in casino financial operations
- Prepare short and long range business assumptions, financial projections on special projects and casino operating budgets
- Prepare financial policies and procedures, cash handling controls and internal audit procedures consistent with approved practices and regulatory agencies

Educational Specialist / IT Coordinator

Burns Paiute Tribe

September 2004 to April 2007

Grant writing for educational program development

- Control of Educational budget and manage 1 person team
- Established functionality within seven networks; Administration, IHS Clinic, Police, Fish and Wildlife, Environmental, Education/Cultural, and the Council
- Developed data storage and backup procedures for all networks
- Created stronger data security thru implementation of proven firewall system
- Negotiated, Coordinated and Install network change over saving \$35,000 in hardware costs and saving \$3,600 annually in connectivity costs
- Migrated Fundware accounting upgrade in software, hardware and user training
- Developed IT Plan for the seven networks

Contract Technology Teacher

Harney Education Service District Region XVII

July 2000 to September 2004

Created educational program to produce \$58,000 annually

- Coordinated, maintained, and collected StRUT, Students Recycling Used Technology, inventories worth \$500,000
- Compiled, and recorded annual data to State of Oregon StRUT Program
- Developed private contracts and training programs to produce \$55,000 annually
- Coordinated technology projects between three superintendents
- Developed, established funding, coordinated three district, and installed 5 specialized computer labs
- Coordinated, trained and monitored the building and installation of 175 computers
- Designed 5 different high school classes/projects
- Developed classroom and program budgets for 3 separate districts

Staff Accountant

Oster Professional Group

September 1996 to July 2000

Trained staff and clients in relevant functions of hardware and software

- Conducted all phases of audit for non profits and municipalities
- Created, drafted and presented Financial Statements
- Prepared tax returns for individuals, businesses, non profits and municipalities
- Prepared tax and statistical reports for individuals, businesses, non profits and municipalities
- Managed audit team on several school district audits
- Performed audit reviews for both accounting offices

Assistant to the Finance Director, Special Districts Association

ACCPAC Plus

June 1995 to September 1995

and July 1996 - Sept. 96.

- Performed workers' compensation audit of premiums exceeding \$3 million from over 400 clients
- Prepared monthly Financial Statements
- Conducted bank account reconciliation using ACCPAC Plus
- Detected program error that was reducing company profits
- Acted as internal auditor and assisted in coordinating annual audits

Lead Material Handler

Frenchglen Millworks, Inc

July 1984 to July 1993

Conducted monthly inventory of \$1 million in finished products and yearly inventory of \$12 million in raw lumber

- Supervised, trained, and developed skills of 30+ staff people in company's shipping related software

Community Activity

City of Hines Councilman 7 years Budget Committee Member 5 years

Burns Butte Sportsmen's Club 9 years Special Advisory Board for FCU

Education

Masters in Business Administration

Concordia University - Portland, OR

May 2008

Bachelor of Science in Business Administration

Oregon State University

June 1996

Skills

- General Ledger Accounting
- Account Reconciliation
- Financial Report Writing
- Balance Sheet Reconciliation
- General Ledger Reconciliation
- Bank Reconciliation
- Financial Statement Preparation
- QuickBooks
- Accounts Payable
- Computer Networking
- Journal Entries

Additional Information

- 14 years of accounting experience in public/municipal financial operations
- 10 years of budget preparation and oversight in public municipal
- Experienced with 5 different financial management systems
- 16 years supervisory experience of diverse 18 member team
- Developed, and trained classes with 100% certification successful
- Established networking communication between three classrooms
- Experienced over-seeing grant and special projects

ORDINANCE NO. 1120

AN ORDINANCE CREATING THE OFFICE OF CITY MANAGER FOR THE CITY OF MYRTLE POINT, OREGON; ESTABLISHING THE DUTIES, RESPONSIBILITIES AND AUTHORITY OF THE CITY MANAGER; ESTABLISHING PROCEDURES FOR HIS/HER APPOINTMENT AND REMOVAL; REPEALING ORDINANCE NO. 1062 AND DECLARING AN EMERGENCY.

The City of Myrtle Point ordains as follows:

Section 1. Office. The office of City Manager is hereby created. The City Manager shall be the administrative head of the government of the City.

Section 2. Appointment. The City Manager shall be appointed by, and shall hold office at the pleasure of, the City Council. He/she shall be chosen by the Council without regard to political considerations and solely with reference to his/her executive and administrative qualifications.

Section 3. Residency. The City Manager need not be a resident of the City of Myrtle Point, or of the State of Oregon, at the time of appointment, but within 180 days after appointment shall become a resident of the City.

Section 4. Term. The City Manager shall be appointed for an indefinite term. Upon the occurrence of a vacancy in the office of City Manager, the City Council at its next meeting shall adopt a resolution of its intention to appoint another City Manager. Not later than 4 months after adoption of the resolution, the City Council shall appoint a City Manager to fill the vacancy.

Section 5. Duties, Responsibilities. The duties, responsibilities and authority of the City Manager shall be established by resolution of the City Council.

Section 6. Bond. The City Manager shall be required to carry a faithful performance bond in an amount established by the City Council. The expense of the bond shall be paid from the budget of the City.

Section 7. Compensation. The City Manager shall receive such compensation as the Council shall approve from time to time. Said compensation shall be stipulated in an employment contract between the City Manager and the City of Myrtle Point.

Section 8. Seat at Council Meeting. The City Manager shall be entitled to sit with the City Council but shall have no vote on questions before it. The City Manager may take part in all City Council discussions.

Section 9. Interference in Administration. No member of the City Council shall directly or indirectly, by suggestion or otherwise, attempt to influence or coerce the City Manager in the making of an appointment or removal of an employee or in the purchase of supplies, nor shall a member of the City Council

attempt to exact any promise, relative to an appointment, from any candidate for the office of City Manager. A violation of the foregoing provision of this section is grounds for forfeiture of the office of the offending member of the City Council. Nothing in this section shall be construed, however, to prohibit the City Council, while in open session, from fully and freely discussing with or suggesting to the City Manager anything pertaining to City affairs.

Section 10. Ineligible Persons. No member of the City Council shall be eligible to receive the appointment of City Manager during the term for which the member is elected. No other appointed official of the City of Myrtle Point shall be eligible to receive the appointment of City Manager, except as City Manager Pro Tem, during the term of office for which they have been appointed. Neither the City Manager's spouse, nor any person related to the City Manager by consanguinity or affinity within the third degree, may hold employment with the City.

Section 11. Removal. The City Manager may be removed with or without cause by a majority vote of the City Council. The action of the City Council in removing the City Manager shall be final.

Section 12. Repeal. Ordinance No. 1062 of the City of Myrtle Point entitled "AN ORDINANCE REPEALING #671 AND ESTABLISHING THE FORMATION OF THREE DIVISIONS CALLED PUBLIC FACILITIES, PUBLIC SAFETY AND ADMINISTRATIVE SERVICES AND DECLARING AN EMERGENCY", adopted August 19, 1985, is repealed.

Section 13. Emergency Clause. Because there is an immediate need to change the structure of the City's administration, an emergency is declared to exist and this ordinance shall be effective immediately upon its adoption by the City Council of the City of Myrtle Point.

Adopted by the City Council of the City of Myrtle Point this 6th day of March, 1989, by the following vote:

YES: *Koop, Cook, Thomas, Coffman, Miller and Hawk (by proxy)*

NO: *None*

ABSENT: *Bouska and Hawk*

Edward Cook
Edward Cook, Mayor
Myrtle Point, Oregon

ATTEST: *Larry G. McClanahan*
Larry G. McClanahan
City Recorder
Myrtle Point, Oregon

CITY MANAGER EMPLOYMENT AGREEMENT

DATE: _____, 2023

PARTIES: City of Myrtle Point, Coos County, Oregon,
an Oregon Municipal Corporation (City)

(City Manager name and address)
(Manager)

RECITAL: The purpose of this agreement is to establish the mutual and respective responsibilities, terms, and conditions under which Manager will serve the City as its Manager. Therefore, the parties agree as follows:

1. DUTIES AND RESPONSIBILITIES. The City agrees to employ the Manager as City Manager of the City of Myrtle Point, Coos County, Oregon, to perform the functions and duties specified in the Charter of the City of Myrtle Point, the Ordinances of City of Myrtle Point, the resolutions of the City of Myrtle Point, the City Manager job description and as required by the state and federal laws, and to perform other legally permissible and proper duties and functions as the City Council shall assign from time to time.

2. LENGTH OF EMPLOYMENT.

2.1 The length of this contract shall be for a period of ____ (__) years, commencing on _____ and ending on _____.

2.2 In the event written notice is not given by either party to this agreement prior to its termination date, as herein above provided, this agreement shall be extended on the same terms and conditions as herein provided, for an additional period of one (1) year. The contract shall continue to renew thereafter for one (1) year periods unless either party hereto gives written notice to the other party that the noticing party does not wish to extend this agreement for an additional one (1) year period.

2.3 Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Manager at any time, subject only to the provisions set forth in Section 3, subparagraph 3.1 and 3.2 of this agreement.

2.4 Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Manager to resign at any time from his/her position with City, subject only to the provisions set forth in paragraph 3.4 of this agreement.

3. TERMINATION AND SEVERANCE PAY.

3.1 In the event Manager is terminated by the City before expiration of his term of employment under this agreement, and during such time as the Manager is willing and able to perform his duties under this agreement, then, the City agrees to pay the Manager a lump sum payment equal to two (2) months of his aggregate salary, benefits and deferred compensation as defined in Sections 4, 6, and 7 herein. For purposes of determining the lump sum payment, the benefits described in the following paragraphs do not apply: 7.4, 7.5, 7.6, 7.7, 7.8 and 7.9.

3.2 In the event Manager is terminated because he willfully and repeatedly fails or refuses to comply with the policies, rules, regulations, job description, and standards established by the Council in accordance with the City Charter and which have been communicated to him or because he commits any felony or other acts of willful misconduct connected with his/her employment, the City shall be relieved of any responsibility to pay the severance pay referenced in section 3.1 above.

3.3 In the event Manager voluntarily resigns his position while this agreement is in effect, then the Manager shall not be entitled to severance pay in accordance with this section.

3.4 In the event Manager voluntarily resigns his position with City before expiration of the term of his employment under this agreement, then Manager shall give City three (3) months notice in advance, unless the parties agree otherwise in writing.

3.5 If Manager is permanently disabled or is otherwise unable to perform his/her duties without reasonable accommodation because of sickness, accident, injury, mental incapacity or health for a period of twelve (12) successive weeks, City shall have the option to terminate this agreement, subject to the severance pay requirements of this section.

4. SALARY.

City agrees to pay Manager for his services rendered pursuant hereto an annual salary of \$ _____, payable in installments at the same time as other City employees are paid. In addition, City agrees to review the base salary of the Manager at the end of the first six months employment (probationary period) and at the annual evaluation conducted on the anniversary date of the initial evaluation. Any adjustment in salary made during the life of this agreement shall be in the form of a written amendment and shall become a part of this contract. The Manager shall be eligible for cost of living raises as received by the non-represented employees of the City during the term of this agreement.

5. HOURS OF WORK.

It is understood and agreed that the Manager must devote a great deal of time outside of normal office hours to the business of the City, and Manager is, therefore, entitled to take time off to such extent as he deems appropriate during normal office hours, provided the same do not interfere unduly with performance of the Manager duties. Such hours shall not exceed forty (40) hours per fiscal year which shall be recorded on monthly time sheets as paid administrative leave filed with the accountant.

6. VACATION, HOLIDAYS AND SICK LEAVE.

6.1 Holidays. Manager shall be entitled to paid legal holidays as provided other non-represented employees in accordance with the City Personnel Manual.

6.2 Vacation. Manager shall be entitled to accrue vacation time as provided other non-represented employees in accordance with the City Personnel Manual.

6.3 Sick Leave. Manager shall be entitled to accrue sick leave as provided other non-represented employees in accordance with the City Personnel Manual.

7. BENEFITS.

7.1 Insurance Benefits. The Manager shall be entitled to receive all insurance benefits provided to other non-represented employees of the City. The City shall pay the same premium that is paid for non-represented employees of the City.

7.2 Public Employees Retirement System. Manager shall be entitled to the same retirement benefit as other non-represented employees.

7.3 Changes in Benefits. Any changes in fringe benefits, specifically any increase or decreases as may be developed through bargaining or provided on any other basis to City non-represented employees, will automatically apply to the Manager.

7.4 Automobile Expense. City agrees to pay Manager a \$300 per month vehicle allowance.

7.5 Cell Phone Expense. City agrees to pay Manager the sum of \$25.00 per month for use of their personal cell phone, paid directly to the provider, in the discharge of their duties.

7.6 Professional Development. City agrees, budget permitting, to

pay the registration, travel, and subsistence expenses of the Manager for professional and official travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Manager and to adequately pursue necessary official functions of the City. The Manager shall make periodic reports to the council on such activities.

7.7 General Expenses. City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the Manager and hereby agrees, budget permitting, to reimburse Manager for expenses incurred upon receipt of duly executed expense vouchers, receipts, or statements in accordance with federal and state law as specified in the prevailing policy of the City. Examples of such expenses include meals during which City business is conducted or where the Manager is requested to attend to represent the City and all travel and lodging incurred in the conduct of City business.

7.8 Dues and Subscriptions. City agrees, budget permitting, to pay the professional dues and subscriptions of the Manager appropriate for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement, and to improve his performance in his duties as City Manager of the City.

7.9 The Manager shall file an itemized statement of the expenses outlined in paragraphs 7.6 - 7.9 with the accountant.

8. PERFORMANCE EVALUATION.

8.1 Annual Evaluation. The Council shall conduct an initial evaluation of the Manager no later than the end of his first six months employment (probationary period). Thereafter, the council shall meet annually, no later than the anniversary date of the initial evaluation, with the Manager to discuss Manager-Council relationships, to assess the Managers job performance and to adjust the annual salary. Said meeting shall be an executive session. Such evaluation shall be made in reference to the job description of the Manager and goals and objectives established for the Manager for that year of evaluation. The purposes of the evaluation are to improve administrative leadership, maintain open lines of communication, and to enhance relations between the Council and Manager. The Manager shall be entitled to meet with the Council to review its evaluation and supply any information that he may deem pertinent. The Council shall prepare a written document suitable for public disclosure which accurately reflects the character of the Manager's evaluation.

9. NOTICES.

9.1 Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by Certified Mail,

Return Receipt Requested, postage prepaid, addressed to the parties as follows:

Mayor, City of Myrtle Point
424 5th Street
Myrtle Point, Oregon 97458

with a copy to

Stebbins & Co, LLC
Attn: Jane Stebbins
P. O. Box 119
Coos Bay, OR 97420

(City Manager Name & Address)

9.2 Any notice or other communication shall be deemed to be given at the expiration of the 2nd day after the date of deposit in the United States Mail. The addresses to which notices or other communication shall be mailed may be changed from time to time by giving written notice to the other party.

10. AMENDMENTS

This Agreement may be amended only by an instrument in writing executed by all the parties.

11. HEADINGS

The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

12. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

13. SEVERABILITY

If any provision of this Agreement shall be invalid or unenforceable in respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired.

14. WAIVER

A provision of this Agreement may be waived only by a written instrument

executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision.

15. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

16. ARBITRATION

16.1 Any controversy or claim arising out of or relating to this Agreement, including without limitation, the making, performance, or interpretation of this Agreement shall be settled by arbitration. If Manager or City disagree whether either is legally entitled to recover damages under this Agreement then either Manager or City may make a written demand for arbitration. The parties agree to submit their controversy to binding arbitration before a single arbitrator. The arbitrator shall be an attorney licensed to practice law in the State of Oregon. The party seeking arbitration shall give written notice to that effect to the other and shall, in that notice, select an arbitrator. Within fifteen (15) days thereafter, the other party shall by written notice either agree to the arbitrator selected or suggest another person to act as arbitrator. If the parties cannot agree within thirty (30) days to the selection of a single arbitrator after the election to arbitrate, either party may request that the selection of an arbitrator be made by a judge of the Circuit Court for Coos County, Oregon. Manager and City will pay their own costs of arbitration, and, unless costs are awarded by the arbitrator to the prevailing party, each are obligated to pay one half of the arbitrators fee.

16.2 Unless otherwise agreed the arbitration shall be conducted in Coos County, Oregon. If arbitration is commenced, the parties agree to permit discovery proceedings of the type provided for by the Oregon Rules of Civil Procedure both in advance of and during recess of the arbitration proceedings. ORS 183.450 (1) through (4), where applicable, shall control the admission of evidence at the hearing in any arbitration conducted hereunder, provided however no error by the arbitrator in application of the statute shall be grounds as such for vacating the arbitrators award. Each party shall be entitled to present evidence and argument to the arbitrator. The arbitrator shall give written notice to the parties stating the arbitration determination and shall furnish to each party a signed copy of such determination and judgment so the award may be entered in any court having jurisdiction over the parties.

16.3 If arbitration is commenced, this contract shall be governed by and construed in accordance with the laws of the State of Oregon. The parties agree that the arbitrator shall have no jurisdiction to render an award or judgment for punitive damages. The parties agree that the decision of the arbitrator shall be final and binding on the parties and a judgment may be entered on the arbitrators award. The parties

agree that all facts and other information relating to any arbitration arising under this contract shall be kept confidential to the fullest extent permitted by law. Unless otherwise inconsistent herewith, the provisions of ORS chapter 36 shall apply to any arbitration hereunder. In the event of arbitration under the provisions of this agreement, the prevailing party shall be awarded reasonable attorney fees and related costs, disbursements and expert witness fees as provided for in this contract.

16.4 The duty to arbitrate shall survive the cancellation or termination of this Contract.

17. ATTORNEY FEES

In the event any action, suit, arbitration or other proceeding shall be instituted by either party to this Agreement to enforce any provision of this Agreement or any matter arising therefrom or to interpret any provision of this Agreement, including any proceeding to compel arbitration, the prevailing party shall be entitled to recover from the other a reasonable attorney fee to be determined by the Court or Arbitrator(s). In addition to recovery of a reasonable attorney fee, the prevailing party shall be entitled to recover from the other costs and disbursements, including all costs of Arbitration and the Arbitrator(s) fees, and expert witness fees, as fixed by the Court or tribunal in which the case is heard. In the event any such action, suit, arbitration or other proceeding is appealed to any higher court or courts, the prevailing party shall recover from the other a reasonable attorney fee for prosecuting or defending such appeal or appeals, in addition to the reasonable attorney fees in the lower court or courts or arbitration proceeding, such fee to be determined by the appellate court or lower court or arbitrator, as the appellate court may determine. In addition to recovery of a reasonable attorney fee on appeal, the prevailing party shall be entitled to recover from the other costs and disbursements and expert witness fees as fixed by the appellate court. All costs and disbursements which may be awarded pursuant to this paragraph shall bear interest at the maximum legal rate from the date they are incurred until the date they are paid by the losing party.

IN WITNESS WHEREOF, City, pursuant to the authority of its City Council, by motion duly and regularly adopted on the _____ day of _____, 2023, has caused two duplicate originals of this Contract to be signed in the name of the City by the Mayor, and the Manager has also signed this Contract on the date and year hereinabove mentioned.

City of Myrtle Point

By _____
Samantha Clayburn, Mayor

_____, **City Manager**

Attest: _____
Ginny Groce, Accountant

CITY MANAGER'S REPORT



TO: MAYOR & CITY COUNCIL
FROM: DARIN NICHOLSON, CITY MANAGER
DATE: NOVEMBER 20, 2023

Wastewater Treatment Plant

The Myrtle Point Wastewater Treatment Plant discharges treated wastewater to the South Fork Coquille River under regulations contained in a National Pollutant Discharge Elimination System (NPDES) Permit issued for the facility. The most recent NPDES permit expired on June 30, 2015. The city applied for permit renewal six months prior to its expiration in accordance with rules stated in the permit. DEQ was tied up with a permit renewal backlog for many years due to staff turnover and other factors. Finally last fall, a draft permit was forwarded to the city with proposed effluent limits that were unrealistic for the Myrtle Point Wastewater Treatment Plant to achieve. An appeal letter was returned to DEQ identifying the issues and, after a meeting with DEQ staff in February 2023, they agreed to revise the draft permit and allow for input from the city during the process. New proposed waste discharge limits were received from DEQ on November 14th. The proposed limits are considered very reasonable with one possible exception. The new permit limits include requirements for total phosphorus. The wastewater treatment plant has not been required to treat for phosphorus removal in the past. Based on the proposed discharge limits, the plant would have to reduce phosphorus by 10 to more than 15 times the levels measured last summer. It is uncertain whether this is realistic to achieve. These concerns have been identified to DEQ. The conversation is currently ongoing. A copy of the draft waste discharge limits is attached for reference.

SCHEDULE A: WASTE DISCHARGE LIMITS

1. Outfall 001 – Permit Limits

During the term of this permit, the permittee must comply with the limits in Tables A1, A2 and A3 below.

Table A1: Permit Limits (Seasonal)

Parameter	Units	Season	River Flow Monthly Average	Average Monthly	Average Weekly	Daily Maximum
CBOD ₅	mg/L	May 1 – Oct 31	All	10	15	-
		Nov 1 – Apr 30	All	25	40	-
	lb/day	May 1 – Jun 30	All	31	47	62
		Jul 1 – Sep 30	All	18	47	62
		Oct 1 – Oct 31	< 100 cfs	18	47	62
			≥ 100 cfs	31	47	62
		Nov 1 – Apr 30	All	150	230	300
TSS	mg/L	May 1 – Oct 31	All	20	30	-
		Nov 1 – Apr 30	All	30	45	-
	lb/day	May 1 – Oct 31	All	63	95	130
		Nov 1 – Apr 30	All	180	270	360
		Ammonia as N	lb/day	May 1 – Jun 30	All	8.3
Jul 1 – Sep 30	All			1.8	-	-
Oct 1 – Oct 31	< 100 cfs			1.8	-	-
	≥ 100 cfs			8.3	-	-
Total Nitrogen	lb/day	May 1 – Jun 30	All	42	-	-
		Jul 1 – Sep 30	All	18	-	-
		Oct 1 – Oct 31	< 100 cfs	18	-	-
			≥ 100 cfs	42	-	-
			Total Phosphorus	lb/day	May 1 – Jun 30	All
Jul 1 – Sep 30	All	1.5			-	-
Oct 1 – Oct 31	< 100 cfs	1.5			-	-
	≥ 100 cfs	17			-	-
	Note: a.					

Table A2: Permit Limits (Year-Round)

Parameter	Units	Average Monthly	Average Weekly	Daily Maximum
CBOD ₅	% removal	85	-	-
TSS	% removal	85	-	-
pH	SU	Instantaneous limit between a daily minimum of 6.0 and a daily maximum of 9.0		
<i>E. coli</i> (See note a.)	#/100 mL	Must not exceed a monthly geometric mean of 126, no single sample may exceed 406		
Note:				
a. If a single sample exceeds 406 organisms/100 mL, the permittee may take at least 5 consecutive re-samples at 4-hour intervals beginning within 28 hours after the original sample was taken. A geometric mean of the 5 re-samples that is less than or equal to 126 <i>E. coli</i> organisms/100 mL demonstrates compliance with the limit.				

Table A3: Excess Thermal Load Limits

Parameter	Month	Units	Option A (7-day rolling average)	Option B (7-day rolling average) (See note a.)	Option B Minimum River Flow, cfs (7Q10)
Excess Thermal Load	May	million kcal/day	94.9	$0.99 \times Q_R$	96.2
	June		67.2	$1.3 \times Q_R$	51.4
	July		24.6	$0.89 \times Q_R$	27.7
	August		15.3	$0.83 \times Q_R$	18.5
	September		10.4	$0.81 \times Q_R$	12.8
	October		10.3	$0.80 \times Q_R$	12.8
Note:					
a. The permittee may demonstrate compliance with the excess thermal load (ETL) limits by complying with either Option A or Option B. To demonstrate compliance with Option B, the permittee must calculate the daily ETL values using the above equation and then calculate the limits as 7-day rolling averages from the daily ETL values. If the actual river flow is less than the Option B minimum river flow (above), use the 7Q10 river flow for the daily ETL value calculation. Compliance is demonstrated if the 7-day rolling average ETL discharged is equal to, or less than, the 7-day rolling average ETL limit for each 7-day period within each month.					
Q_R = South Fork Coquille River flow at Powers gage, cfs (USGS stream gage 14325000).					