

MYRTLE POINT CITY COUNCIL AGENDA

Regular Meeting

Tuesday, January 3, 2023, 7:30 p.m.

Flora M. Laird Library Meeting Room | 435 Fifth Street, Myrtle Point

Virtual attendance is available using 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 – City Manager
- II. PLEDGE OF ALLEGIANCE
- III. OATHS OF OFFICE – Mayor Elect and City Councilors Elect
- IV. ROLL CALL – City Council
- V. CONSENT ITEMS
 - A. Minutes of December 5, 2022 Regular Meeting
- VI. ACTION/DISCUSSION ITEMS
 - A. Funding Request – Lions Park Backstop Replacement
 - B. Resolution 2023-01 Approving Receipt of Grant Funds from Business Oregon under the Drinking Water Source Protection Fund
 - C. Approve the 2023-34 Budget Calendar and Appoint the Budget Officer
- VII. PETITIONS FROM THE AUDIENCE

This is a public meeting and the media may use information presented.
- VIII. UPCOMING MEETINGS AND EVENTS:
 - A. Flora M. Laird Memorial Library Board Meeting – January 10, 2023, 11:00 a.m.
 - B. Myrtle Point Planning Commission Meeting – January 26, 2021, 7:00 p.m.
- IX. INFORMATION ITEMS
 - A. Myrtle Point Public Library Foundation Meeting Agenda – January 3, 2023
 - B. Myrtle Point Public Library Foundation Meeting Minutes – December 6, 2022
 - C. Myrtle Point Planning Commission Meeting Minutes – November 29, 2022
 - D. Scheduled Meeting Dates – 2023
- X. OTHER COMMUNICATIONS
 - A. Staff Reports
 - B. Council Concerns and Comments*
- XI. ADJOURNMENT

Notice given this 29th day of December 2022 – Darin Nicholson, City Manager

* indicates no material included in packet

THE CITY OF MYRTLE POINT IS A DRUG FREE WORKPLACE

The Library meeting room is handicapped accessible. If you wish to participate or attend the meeting and need special accommodations contact the City Manager's office at (541) 572-2626 in advance of the meeting.

**CITY OF MYRTLE POINT
CITY COUNCIL MEETING MINUTES
Regular Meeting
Monday, December 5, 2022 – 7:30 p.m.,
Flora M. Laird Memorial Library Meeting Room
435 Fifth Street, Myrtle Point**

Council Members

Present:

Samantha Clayburn, Mayor*
Michael Hogan, City Councilor
Gary Sullivan, City Councilor

Daniel Martin, Council President
Stephanie Martell, City Councilor
Mike Wood, City Councilor

Absent:

Leif Schrader, City Councilor

Staff and Others

Scott Robinson, Chief of Police
Wayne Ramsey, Public Works
Dan Kleis
Ginny Groce, Accountant*
Jeannie Fosdick
Don Marinello

Darin Nicholson, City Manager
Amy Bruno, Library Director
Kathy Lewis*
Tim Groce*
Andy Harless

(* indicates remote attendance)

CALL TO ORDER

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

ROLL CALL

President Martin asked the City Council members to state their names for the roll.

CONSENT ITEMS

- A. President Martin announced the Consent Items – Minutes of the November 21, 2022 Regular Meeting. Councilor Sullivan moved to receive and accept the minutes as submitted. Councilor Martell seconded the motion which carried unanimously.

ACTION/DISCUSSION ITEMS

A. Update – Dangerous Building – 1030 Harris Street

President Martin announced the Update on the Dangerous Building at 1030 Harris Street and called on the property owners. Andy Harless addressed the City Council and stated that the paperwork is in probate and until it goes through, their hands are tied. He reported that a temporary electrical service had been installed for the travel trailer and they had gotten pump for the sewage. He also reported that they had begun gathering lumber to rebuild the structure. Regarding the house, he said that all the fire damaged portions had been removed. Mr. Harless also expressed that he no longer believed the building to be dangerous. President Martin asked the duration of probate. Mr. Harless stated that the attorney had told them it could be four to six months. President Martin asked if they could get a building permit during that time. Mr. Harless stated that he is still trying to work on that, but it may be possible. Councilor Sullivan asked if the building would remain in its

current state the entire time it's in probate. Mr. Harless said he hoped it wouldn't and he would like to work on it a little bit at a time. There was some related discussion about what could and could not be done without a permit. President Martin asked if there was anyone staying in the building. Mr. Harless indicated that it has been a battle with some people [to keep them out of the building]. President Martin then asked if the Planning Commission Meeting Minutes were correct in stating that there are two adults and six children staying in the travel trailer on the site. Mr. Harless said it is only five [children] because the oldest daughter is living elsewhere. President Martin asked if there were people car camping. Ms. Fosdick said there were not. Mr. Harless indicated that the ones who were had been approved with HUD and wouldn't be there any longer. President Martin asked if there was anyone tent camping. Mr. Harless said there was not. Councilor Wood asked if there was any work going on to clean up the property in general. Ms. Fosdick said there was. Councilor Wood mentioned that there had been numerous vehicles. Mr. Harless said they had gotten rid of all the vehicles except the ones that are still good. He said he has an old Chevy truck that still runs and he's saving it for his daughter. Councilor Sullivan commented that the city's primary concern is safety. Mr. Harless indicated that all the dangerous portions of the building have been removed. He also stated that he had borrowed a dump trailer and had hauled several loads of debris from the house to the dump. Councilor Martell asked if any drawings had been prepared by a Structural Engineer for the planned reconstruction. Mr. Harless indicated that they didn't have to and stated that an inspector from Building Codes had already been onsite to inspect the temporary electrical service. He also indicated that they would have the building inspected. Councilor Martell asked how he knew what materials he should be using, such as the proper thickness of plywood based on truss spacing. Mr. Harless stated that he has been looking into those types of requirements. Councilor Martell encouraged Mr. Harless to contact the building department to ensure that any materials he gathered would actually be able to be used in restoration of the home. President Martin called for any other discussion. In light of the report that the property would be in probate for several months, Councilor Martell asked if monthly reports should continue to be made. There was some discussion and then President Martin suggested that a report be given in February. Mr. Harless agreed. Councilor Hogan asked about the possibility of getting a letter from the attorney to give an update regarding the probate process. Mr. Harless indicated that they could try to get something.

PETITIONS FROM THE AUDIENCE

President Martin called for petitions from the audience. Kathy Lewis addressed the City Council and reported a car that had been parked on 22nd Street for several years without moving. President Martin asked what type of car and Ms. Lewis said it was a Volkswagen Rabbit. Councilor Sullivan informed Ms. Lewis that she could report that type of matter to the Police Department any time. Ms. Lewis acknowledged Councilor Sullivan. She then wished everyone a happy, healthy New Year.

UPCOMING MEETINGS AND EVENTS

- A. Myrtle Point Public Library Foundation Meeting – December 6, 2022, 5:00 p.m.
- B. Flora M. Laird Memorial Library Board Meeting – December 13, 2022, 11:00 a.m.
- C. Myrtle Point Planning Commission Meeting – December 27, 2022, 7:00 p.m.

INFORMATION ITEMS

- A. Myrtle Point Public Library Foundation Meeting Agenda – December 6, 2022
- B. Myrtle Point Public Library Foundation Meeting Minutes – November 1, 2022
- C. Myrtle Point Planning Commission Meeting Minutes – October 25, 2022

OTHER COMMUNICATIONS

A. Staff Reports:

1. Manager Nicholson reported on the following:
 - a. Elected Essentials Workshops – The League of Oregon Cities is putting on a series of Elected Essentials workshops. These workshops are valuable training for newly elected officials, but they also provide a good opportunity for seasoned officials to review legal requirements and limitations pertinent to their positions. Locally, the workshops will take place on December 7th in both North Bend and Roseburg. The main workshop is from 7:30 a.m. to 5:30 p.m. with lunch provided. A Mayor's Workshop follows the training from 6:00 to 8:00 p.m.
 - b. New City Councilors – Manager Nicholson reported that he had been expecting to hear from the County Elections Department regarding the successful write-in candidates for the City Council but had not heard anything yet.
 - c. Paid Leave Oregon Equivalent Plan – The Paid Leave Oregon Equivalent Plan prepared by The Hartford was submitted to the State for review on November 28th. The review is expected to be completed within 30 days of submission. Depending on results of review, we may have to begin withholding the employee portion of the contribution to the State mandated plan beginning in January. There was some discussion which followed regarding the state's process.
 - d. OPRD Grant – Based on information provided by the Oregon Parks and Recreation Department, it was expected that the agreement for the \$75,000 Rotary Park Playground Rehabilitation grant announced in September would be received sometime in November. This has now been delayed and is still two to three weeks from being sent out by OPRD. Our purchase agreement with the equipment supplier, GameTime, included a stipulation to pay for the equipment prior to November 30, 2022 in order to qualify for their "matching grant." Program rules for the OPRD grant do not allow for expenditures prior to execution of the grant agreement so we are at a standstill on the equipment purchase at this time. More information will be provided as it becomes available.
2. Senior Maintenance Worker Ramsey reported that the Water Treatment Plant Operator has been working a little bit of overtime as winter is a difficult time of year to treat water. He also reported on a waterline break which had occurred in Hwy 42 between Ash and Spruce Streets. Sr. Maint. Ramsey also reported on smoke testing which had been conducted on a portion of the sewer system during the past week. He provided a map showing locations where smoke had been observed coming from the sewer system. He indicated that work is still being completed to identify all the sources of possible inflow and infiltration (I/I) to the sewer system. It is planned to notify homeowners where I/I is occurring on private property. Public Works will be working on I/I sources within the public right-of-way.
3. Police Chief Robinson reported that Officer Angove is in his final week at the Police Academy and he is slated to graduate on Friday. He also reported that the passage of Ballot Measure 114 has resulted in chaos for law enforcement agencies. The Oregon State Police and Department of Justice are still working out details on how to proceed under the newly imposed rules. Councilor Sullivan asked Chief Robinson to explain Ballot Measure 114, which he did. There was some related discussion.
4. Accountant Groce had nothing to report.
5. Library Director Bruno reported that staff had made take and make packets to hand out to children at Thanksgiving time. Books left over from the F.I.R.S.T. reading program also were handed out with the packets. Staff will be making more take and make packets for Christmas time. All the craft materials being used for the packets are things the library already had. The library also will be providing new books from the F.I.R.S.T.

reading program along with a craft to all the Tree of Joy children. Director Bruno also reported that the Library Meeting Room would be available on the upcoming Saturday for people to wrap gifts. There will be crafts available for children while parents are wrapping gifts. Director Bruno also reported that she has been going through the stored portion of the Oregon Collection. She indicated that the library has an almost complete of Oregon Historical Quarterlies. She has spoken to the Historical Society about turning the materials over to them. She mentioned getting a digital subscription to the historical quarterlies so that they are actually available to patrons.

6. Fire Chief Burris reported that another paramedic has announced his resignation. Chief Burris will be advertising the vacancy. He also reported on recent activity within the department including a request to transfer a patient to Caldwell, Idaho. In the end, they were able to connect with an air ambulance to transfer the patient.

B. City Council Concerns & Comments

1. Councilor Sullivan had no comments.
2. Councilor Martell stated that there are some aggressive dogs at the corner of Maryland Avenue and Myrtle Crest Lane. She expressed concern about the dogs getting over the fence and possibly injuring someone. Police Chief Robinson said that he would address the matter with the owner. Councilor Martell also asked what time the Christmas Lights the Night parade would be. Senior Maintenance Ramsey said the parade would be at about 5:30 and identified some of the other events planned for the evening. Councilor Martell also announced that it was her last meeting.
3. Councilor Hogan had no comments.
4. Councilor Wood had no comments.
5. President Martin announced that it was his last meeting. There was some discussion about the uncertainty of who the new City Councilors would be and the process to install them. Manager Nicholson clarified the matter.
6. Mayor Clayburn announced some specifics regarding Christmas Lights the Night. The tree lighting was planned to take place at 5:30 and the parade would begin after that. She thanked Senior Maintenance Ramsey and other Public Works staff for helping put up lights on the giant tree and hang the snowflakes and garland on the light poles. She said there would be passports for kids to get stamps from local businesses and win a prize when the passports are turned in at the OSU Extension. She also spoke about the home and business decorating contests. Mayor Clayburn thanked Councilors Martell and Martin for their service on the City Council and expressed how much she had enjoyed working with each of them.

ADJOURNMENT

Having no further business for the City of Myrtle Point, President Martin adjourned the Regular Meeting at 8:17 p.m.

01/03/2023

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: January 3, 2023
Re: Funding Request – Lions Park Backstop Replacement



BACKGROUND

The Myrtle Point Booster Club has requested financial assistance for replacement of the backstop fence at the Lions Park softball field. The park is a city-owned facility and the softball field is used by the MPHS softball team. Over the past few months, the dugouts have been reconstructed at no cost to the city. The backstop fence has been in a deteriorated condition for several years. The Booster Club has proposed to replace the backstop to improve safety and improve the overall appearance of the facility to match the new dugouts. The attached quote in the amount of \$6,943.20 was obtained by the Booster Club. They have requested that the city help cover a portion of the cost of the backstop fence.

Most of the budgeted funds in the Parks and Recreation division of the General Fund are already committed to replacement of playground equipment at Rotary Park. However, there are still two lines which are available: Equipment Operation/Maint. has \$200.00 and Building Maintenance/Supplies has \$200.00. Additionally, the Council Activities line of the City Council division of the General Fund has \$953.50 available. While these funds are normally dispersed at the end of the fiscal year, a portion of the funds could be used to help with the current request.

RELATED CITY POLICIES

None

COUNCIL OPTIONS

- **Provide Funding Support:** SAMPLE MOTION – *“I move to provide funding assistance for a new backstop fence at Lions Park in the amount of \$_____ using funds from the Equipment Operation/Maint., Building Maintenance/Supplies, and/or Council Activities lines of the General Fund.”*
- **Postpone the Decision:** SAMPLE MOTION – *“I move to postpone a decision regarding funding assistance for a backstop fence until _____.”*
- **Do Nothing:** No motion required.

CITY MANAGER’S RECOMMENDATION

If funds are provided, don’t exceed the combined amount available from the indicated lines.

ATTACHMENTS

- West Coast Fencing Estimate #11703
- Excerpts of Budget Status Report from 12/23/2022



3425 Ocean Blvd SE
Coos Bay, OR 97420
(541) 267-5677
Info@westcoastfencing.com

Estimate

Date	Estimate #
10/21/2022	11703

Name / Address
DIAMOND T CABINETRY & CUSTOM FURNITURE 647 8th St. Myrtle Point, OR 97458
541-808-1444

**FINANCING
AVAILABLE**

P.O. No.	Rep
	Nic

Description	Qty	U/M	Total
West Coast Fencing to provide labor and materials to install a 180' long section of 3' Tall 11 Gauge Galvanized Chain Link Fence with no gates and one 6' opening on the North side of the field. Fence is being built on top of a new retaining wall to keep people off of the wall posts to be set in concrete all materials to be galvanized.			
2 3/8" x 8' Imp FW Galv Post	6	ea	432.30
1 7/8" x 8' Imp FW Galv Post	15	ea	814.50
2 3/8" PS Std Cap	6	ea	11.82
1 7/8" x 1 5/8" PS Std Eyetop	15	ea	58.05
1 5/8" x 21' Imp FW Galv Pipe	180	ft	792.00
1 5/8" x 6" Steel Sleeve	8	ea	27.04
2 3/8" Reg Brace Band	8	ea	8.80
1 5/8" PS STD RAIL END	8	ea	20.88
2 3/8" Reg Tension Band	24	ea	24.00
3/16" X 5/8" X 34" TENSION BAR	8	ea	14.96
5/16 x 1 1/4 Carriage Bolt w/Nut	32	ea	12.80
2" x 11ga x 4' KK 1.2oz GBW	180	ft	673.20
9 Ga Tension Wire Galv Class 3	180	ft	27.00
6 1/2" 9ga Alum Tie	140	ea	28.00
9 Ga Steel Hog Ring Class 3 Galv (88ct per pound)	90	ea	13.50
Concrete to set posts (per post)	21	ea	168.00
Miscellaneous parts ie... Nails, Screws, Fittings, Conduit, Wire, Wire connections, Grease, Etc..	1		223.00
Labor Charge For Workers To Load and Unload Tools and Materials Each Day For Your Project.	3	hr	195.00
Labor For Workers To Travel To and From Job Site	3.75	hr	243.75
Mileage to and from job site (\$10.00 minimum)	174	Mi	130.50
Labor For Workers To Dig Holes And Set Posts In Ground.	14	hr	910.00
Hourly Labor For Workers To Build The Project.	24	hr	1,560.00
Administrative and Overhead		hr	554.10
This estimate is good for 15 days from date at top of page.		Total	\$6,943.20

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
11-611-2299	Overtime	4,000.00	0.00	766.53	3,233.47	0.00	3,233.47	80.84
11-611-2991	Employee Insurances	17,500.00	0.00	6,103.32	11,396.68	0.00	11,396.68	65.12
11-611-2992	Social Security (FICA)	5,700.00	0.00	1,356.66	4,343.34	0.00	4,343.34	76.20
11-611-2993	Retirement (PERS)	16,000.00	0.00	3,379.22	12,620.78	0.00	12,620.78	78.88
11-611-2994	Workers Comp	7,300.00	0.00	7,008.41	291.59	0.00	291.59	3.99
11-611-2995	Unemployment Tax	400.00	0.00	12.74	387.26	0.00	387.26	96.82
11-611-2996	Paid Leave Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	01 Sub Totals:	120,435.00	0.00	36,134.36	84,300.64	0.00	84,300.64	70.00
02	Materials & Services							
11-611-3110	Telephone	600.00	20.24	142.02	457.98	0.00	457.98	76.33
11-611-3120	Utilities	3,500.00	257.15	1,279.08	2,220.92	0.00	2,220.92	63.45
11-611-3210	Office Supplies	500.00	143.69	329.66	170.34	0.00	170.34	34.07
11-611-3230	Park & Cemetry Maint/Supplies	1,500.00	157.21	611.14	888.86	0.00	888.86	59.26
11-611-3240	Shop Materials/Supplies	6,000.00	67.12	4,818.64	1,181.36	0.00	1,181.36	19.69
11-611-3241	Equipment Maint	1,000.00	0.00	221.19	778.81	0.00	778.81	77.88
11-611-3244	Safety Supplies	1,200.00	0.00	128.49	1,071.51	0.00	1,071.51	89.29
11-611-3250	Parks Equip Operation Maint	1,500.00	0.00	2,268.12	-768.12	0.00	-768.12	0.00
11-611-3260	Building Maintenance/Repair	2,200.00	0.00	317.94	1,882.06	0.00	1,882.06	85.55
11-611-3410	Radio Maintenance	200.00	0.00	0.00	200.00	0.00	200.00	100.00
11-611-3450	Vehicle Maintenance	5,500.00	63.94	3,068.12	2,431.88	0.00	2,431.88	44.22
11-611-3460	Fuel	6,500.00	684.84	3,920.12	2,579.88	0.00	2,579.88	39.69
11-611-3510	Insurance	12,200.00	0.00	12,904.73	-704.73	0.00	-704.73	0.00
11-611-3530	Professional Services	30,400.00	7,524.00	23,728.19	6,671.81	0.00	6,671.81	21.95
11-611-3999	Go to account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	02 Sub Totals:	72,800.00	8,918.19	53,737.44	19,062.56	0.00	19,062.56	26.18
03	Capital Outlay							
11-611-4000	Vehicle	23,000.00	0.00	0.00	23,000.00	0.00	23,000.00	100.00
11-611-4146	PW Building Improvement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	03 Sub Totals:	23,000.00	0.00	0.00	23,000.00	0.00	23,000.00	100.00
	Expense Sub Totals:	216,235.00	8,918.19	89,871.80	126,363.20	0.00	126,363.20	58.44
	Dept 611 Sub Totals:	216,235.00	8,918.19	89,871.80	126,363.20	0.00		
Dept 11-711	PARKS & RECREATION DEPART							
01	Personnel Services							
11-711-2288	Recreation /Clerk	5,909.00	0.00	2,461.40	3,447.60	0.00	3,447.60	58.34
11-711-2290	Temporary Help	312.00	0.00	0.00	312.00	0.00	312.00	100.00
11-711-2297	Vacation	35.00	0.00	0.00	35.00	0.00	35.00	100.00
11-711-2298	Holiday	25.00	0.00	0.00	25.00	0.00	25.00	100.00
11-711-2299	Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
11-711-2991	Employee Insurances	2,800.00	0.00	1,092.65	1,707.35	0.00	1,707.35	60.98
11-711-2992	Social Security (FICA)	550.00	0.00	181.20	368.80	0.00	368.80	67.05
11-711-2993	Retirement (PERS)	1,500.00	0.00	467.68	1,032.32	0.00	1,032.32	68.82
11-711-2994	Workers Comp	55.00	0.00	46.10	8.90	0.00	8.90	16.18
11-711-2995	Unemployment Tax	50.00	0.00	1.42	48.58	0.00	48.58	97.16
11-711-2996	Paid Leave Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	01 Sub Totals:	11,236.00	0.00	4,250.45	6,985.55	0.00	6,985.55	62.17
02	Materials & Services							
11-711-3110	Telephone	360.00	30.00	180.00	180.00	0.00	180.00	50.00
11-711-3120	Utilities	300.00	17.96	107.86	192.14	0.00	192.14	64.05
11-711-3210	Office Supplies/Postage	200.00	0.00	0.00	200.00	0.00	200.00	100.00
11-711-3250	Equipment Operation/Maint	200.00	0.00	0.00	200.00	0.00	200.00	100.00
11-711-3260	Building Maintenance/Supplies	200.00	0.00	0.00	200.00	0.00	200.00	100.00
11-711-3450	Vehicle Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-711-3460	Fuel	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-711-3510	Insurance	5,000.00	0.00	5,288.82	-288.82	0.00	-288.82	0.00
11-711-3560	Dues/Membership	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-711-3625	Basketball	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-711-3630	Summer League Baseball	3,000.00	0.00	0.00	3,000.00	0.00	3,000.00	100.00
11-711-3670	Soccer	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-711-3672	Special Tournaments	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-711-3750	Community Activity Programs	5,000.00	320.00	2,080.00	2,920.00	0.00	2,920.00	58.40
11-711-3751	Safety Town	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-711-3999	Go to account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	02 Sub Totals:	14,260.00	367.96	7,656.68	6,603.32	0.00	6,603.32	46.31
03	Capital Outlay							
11-711-4080	Park Improvements	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
	03 Sub Totals:	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
	Expense Sub Totals:	40,496.00	367.96	11,907.13	28,588.87	0.00	28,588.87	70.60
	Dept 711 Sub Totals:	40,496.00	367.96	11,907.13	28,588.87	0.00		
Dept 11-811	Planning Services							
01	Personnel Services							
11-811-2210	City Manager	4,276.00	0.00	1,671.00	2,605.00	0.00	2,605.00	60.92
11-811-2290	Temporary Help	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-811-2297	Vacation	100.00	0.00	0.00	100.00	0.00	100.00	100.00
11-811-2298	Holiday	20.00	0.00	0.00	20.00	0.00	20.00	100.00
11-811-2299	Overtime	125.00	0.00	0.00	125.00	0.00	125.00	100.00
11-811-2991	Employee Insurances	1,350.00	0.00	517.65	832.35	0.00	832.35	61.66

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
11-000-1600	Landuse Application Fees	200.00	0.00	240.00	-40.00	0.00	-40.00	0.00
11-000-1705	Sales of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-000-1706	Sales of probate assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-000-1710	City Work/Materials	250.00	0.00	154.15	95.85	0.00	95.85	38.34
11-000-1715	Public Nuisance Receipts	0.00	0.00	2,093.00	-2,093.00	0.00	-2,093.00	0.00
11-000-1725	Chamber Services Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-000-1735	Job Training Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-000-1745	Police Reserve Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-000-1780	Miscellaneous Receipts	0.00	0.00	3,255.10	-3,255.10	0.00	-3,255.10	0.00
11-000-1785	Refund Income	0.00	0.00	150.00	-150.00	0.00	-150.00	0.00
11-000-1790	Over/Short	0.00	0.00	49.90	-49.90	0.00	-49.90	0.00
11-000-1900	Residual Equity Transfer	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-000-1921	Transfer from Water Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-000-1930	State Revenue Sharing	27,000.00	0.00	17,310.22	9,689.78	0.00	9,689.78	35.89
11-000-1931	Transfer from Sewer Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-000-1941	Transf from State Tax Street	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-000-1971	Transfer from Ambulance Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-000-1975	Transfer from Fire Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-000-1997	Transfer from WWTP Res	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-000-3999	Go to Account	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R1 Sub Totals:	2,533,521.00	0.00	1,379,980.39	1,153,540.61	0.00	1,153,540.61	45.53
	Revenue Sub Totals:	2,533,521.00	0.00	1,379,980.39	1,153,540.61	0.00	1,153,540.61	45.53
	Dept 000 Sub Totals:	-2,533,521.00	0.00	-1,379,980.39	-1,153,540.61	0.00		
Dept 11-111 02	CITY COUNCIL							
	Materials & Services							
11-111-3530	Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
11-111-3550	Publication/School/Travel	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100.00
11-111-3560	Dues/Membership	3,200.00	106.00	2,985.08	214.92	0.00	214.92	6.72
11-111-3610	Council Activities	1,000.00	46.50	46.50	953.50	0.00	953.50	95.35
11-111-3910	City Manager Recruitment	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	02 Sub Totals:	5,700.00	152.50	3,031.58	2,668.42	0.00	2,668.42	46.81
	Expense Sub Totals:	5,700.00	152.50	3,031.58	2,668.42	0.00	2,668.42	46.81
	Dept 111 Sub Totals:	5,700.00	152.50	3,031.58	2,668.42	0.00		
Dept 11-211 01	ADMINISTRATION/FINANCE							
	Personnel Services							
11-211-2210	City Manager	26,509.00	0.00	9,023.40	17,485.60	0.00	17,485.60	65.96
11-211-2215	Accountant	23,399.00	0.00	8,695.50	14,703.50	0.00	14,703.50	62.84

City of Myrtle Point Agenda Item Report

To: Mayor Clayburn and City Council
From: Darin Nicholson, City Manager
Date: January 3, 2023
Re: Resolution 2023-01 Approving Receipt of Grant Funds



BACKGROUND

The City of Myrtle Point was contacted by the Coquille Watershed Association (CoqWA) about a planned streambank restoration and protection project along the North Fork Coquille River. CoqWA desires to make structural repairs to a section of streambank which suffered significant erosion during a winter storm in January 2022. The project site was already the subject of stabilization efforts by CoqWA through planting native riparian vegetation. Grant funds obtained in 2021 under the Drinking Water Protection Fund were utilized for the initial stabilization efforts. It is now planned to extend those efforts to include design and construction of structural streambank repairs as described by CoqWA and River Design Group. The project area is upstream of the City's drinking water intake, in accordance with rules of the Drinking Water Protection Fund. The project is intended to improve river water quality but also has benefits to the city's drinking water quality. The Watershed Association requested that the city apply for grant funds in order to help fund the project. A letter of interest was submitted in March 2022 to the Oregon Health Authority Drinking Water Services for grant funds under the Drinking Water Source Protection Fund and the city has now been approved for a grant in the amount of \$50,000. The attached resolution authorizes receipt of the grant funds.

RELATED CITY POLICIES

None

COUNCIL OPTIONS

- 1. Authorize Receipt of Grant Funds:** SAMPLE MOTION – *"I move to adopt Resolution 2023-01 Approving Receipt of Grant Funds from Business Oregon under the Drinking Water Source Protection Fund and to authorize the Mayor and City Manager to execute the grant contract."*
- 2. Do Nothing:** No motion required.

CITY MANAGER'S RECOMMENDATION

It is recommended to approve the resolution to receive the grant funds.

ATTACHMENTS

- Resolution 2023-01 Approving Receipt of Grant Funds
- Grant Contract

RESOLUTION 2023-01

**A RESOLUTION OF THE CITY OF MYRTLE POINT CITY COUNCIL
APPROVING RECEIPT OF GRANT FUNDS FROM BUSINESS OREGON
UNDER THE DRINKING WATER SOURCE PROTECTION FUND**

WHEREAS, Business Oregon administers the Drinking Water Source Protection Fund in cooperation with the Oregon Health Authority Drinking Water Services and Oregon DEQ Drinking Water Protection Program; and

WHEREAS, grants are available under the fund for eligible projects and water systems; and

WHEREAS, the City of Myrtle Point meets the eligibility criteria; and

WHEREAS, the Coquille Watershed Association requested that the City of Myrtle Point partner with the association to complete a streambank restoration project which is expected to have direct benefits in terms of source water protection for the city; and

WHEREAS, matching funds for the project have been committed by the Coquille Watershed Association; and

WHEREAS, a letter of interest was submitted on March 15, 2022 for grant funds under the Drinking Water Source Protection Fund to supplement the project; and

WHEREAS, the City of Myrtle Point has been approved for a grant in the amount of \$50,000 for the streambank protection and restoration work planned to be completed by the Coquille Watershed Association.

NOW THEREFORE, the Myrtle Point City Council hereby resolves:

SECTION 1: To approve the attached Grant Contract for Source Water Protection accepting grant funds from Business Oregon under the Drinking Water Source Protection Fund.

SECTION 2: To authorize the Mayor and the City Manager to execute the grant contract.

SECTION 3: To receive proceeds from the grant into the Water Fund.

SECTION 4: To contract with the Coquille Watershed Association to complete the planned streambank protection and restoration work.

SECTION 5: To make this Resolution effective immediately upon approval by the City Council.

Adopted by the Myrtle Point City Council this 3rd day of January 2023.

ATTEST:

Samantha Clayburn, Mayor

Darin Nicholson, City Manager

SAFE DRINKING WATER REVOLVING LOAN FUND
GRANT CONTRACT FOR SOURCE WATER PROTECTION

Project Name: Lower North Fork Riparian Restoration – Phase II Bank Stabilization

Project Number: U23002

This grant contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Myrtle Point, Oregon (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget
Exhibit D	Information Required by 2 CFR § 200.332(a)(1)

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$62,300

Grant Amount: \$50,000

Project Closeout Deadline: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

Project Completion Deadline: 24 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

- A. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.
- B. Use of Proceeds. The Recipient shall use the Grant only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not exceed or change line items in the budget except with the prior written consent of OBDD.
- C. Costs of the Project. The Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Grant proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit B.
- D. Costs Paid for by Others. The Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant shall be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD’s Obligations. The OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) Reserved.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Grant, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.

B. Organization and Authority.

- (1) The Recipient is a public body validly organized and existing under Oregon law, and owns a public water system as defined in the Act.
- (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
- (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.

C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.

D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

E. No Defaults.

- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (ii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract, for the financing and undertaking and completion of the Project.

SECTION 6 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C. Oregon state procurement regulations will satisfy federal procurement requirements of 2 CFR part 200, subpart D.
- (2) State labor standards and wage rates found in ORS chapter 279C.
- (3) **SAFE DRINKING WATER IN OREGON: Program Guidelines & Handbook** for the Federally Funded Safe Drinking Water Revolving Fund & Drinking Water Protection Loan Fund (August 2018 update), as amended from time to time ("Safe Drinking Water Handbook"), available at <https://www.orinfrastructure.org/assets/docs/IFA/SDWhandbook.pdf>.
- (4) Federal Crossing-Cutting Authorities. All federal laws, executive orders and government-wide policies that apply by their terms to projects and activities receiving federal financial assistance, regardless of whether the Act makes them applicable ("Cross-Cutting Authorities"). The Safe Drinking Water Handbook contains a link to a list of the Cross-Cutting Authorities.
- (5) Lobbying. Recipient acknowledges and agrees that the Costs of the Project will not include any Lobbying costs or expenses incurred by Recipient or any person on behalf of Recipient, and that Recipient will comply with federal restrictions on lobbying at 40 C.F.R. Part 34 and will not request payment or reimbursement for Lobbying costs and expenses. "Lobbying" means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.
- (6) Federal Audit Requirements. The Grant is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number and title is "66.468, Capitalization Grants for Drinking Water State Revolving Funds." Recipient is a sub-recipient.
 - (a) If Recipient receives federal funds in excess of \$750,000 in the Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
 - (c) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- (7) Disadvantaged Business Enterprises. Recipient will implement the good faith efforts for solicitation and contracting with Disadvantaged Business Enterprises ("DBE") described in

the Safe Drinking Water Handbook. This applies to all solicitation and contracting for construction, equipment, supplies, engineering or other services that constitute the Project financed by this Contract. Recipient will maintain documentation in a Project file and submit the required forms, as described in the Safe Drinking Water Handbook. Recipient will ensure that all prime contractors implement the good faith efforts for solicitation and contracting, and comply with all DBE procurement forms, statements, and reporting requirements.

Recipient will ensure that each procurement contract includes the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

- (8) Incorporation by Reference. The above state and federal laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Complete an environmental review in accordance with the state environmental review process and in compliance with state and federal environmental laws prior to any construction work on the Project.
- (3) Permit OBDD to conduct inspection of the Project at any time.
- (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (6) No later than the Project Closeout Deadline, Recipient must deliver to OBDD an electronic copy of the final bioengineering design and cost estimate.
- (7) Provide OBDD with a copy of all other final plans, reports or other documents prepared as part of the Project before requesting its final Grant disbursement. The OBDD will review the documents and may require reasonable modifications. If OBDD does not suggest modifications within thirty (30) days of its receipt of the documents, they will be deemed approved.

D. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

- E. Financial Records. The Recipient shall keep accurate books and records for the Costs of the Project, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles [established by the Government Accounting Standards Board in effect at the time]. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- F. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require.
- G. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Completion Deadline or final completion and satisfaction of all reporting requirements of Recipient under this Contract. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- H. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- I. Notice of Events of Default. The Recipient shall give OBDD prompt written notice of any Event of Default as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- J. Contributory Liability and Contractor Indemnification.

- (1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third Party Claim”) against a party (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third Party Claim.

If the parties are jointly liable (or would be if joined in the Third Party Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (2) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any

and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive termination of this Contract.

SECTION 7 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section 7, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD's commitment and obligation to make disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Exercising any applicable remedy listed in OAR 123-049-0040.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 8.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; second, as applicable, to repay any Grant proceeds owed; and third, to pay any other amounts due and payable under this Contract.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 7 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 9 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department

775 Summer Street NE Suite 200
Salem, OR 97301-1280

If to Recipient: City Manager
City of Myrtle Point
424 5th Street
Myrtle Point, OR 97458

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



CITY OF MYRTLE POINT

By: _____
Chris Cummings, Deputy Director

By: _____
The Honorable Samantha Clayburn, Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required as per OAR 137-045-0030

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means “Safe Drinking Water Act,” 42 U.S.C. Sec. 300f, and all subsequent amendments, including the Amendments of 1996, Public Law 104-182.

“Award” means the award of financial assistance to Recipient by OBDD dated 30 November 2022.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

The Recipient will contract with the Coquille Watershed Association (CWA) who will, with the assistance of a professional engineer licensed in Oregon, complete a final bioengineering design and cost estimate for the Robinson’s Streambank Stabilization Project, which is in the Lower North Fork Riparian Restoration area. CWA will also assist Recipient in permitting, solicitation, construction oversight and construction project management/project implementation labor for the Project. Permits will include but are not limited to, county floodplain and a joint removal/fill permit.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Other / Matching Funds
Engineering/Final Design	\$6,080	\$12,300
Permitting, Solicitation, Construction Oversight, Site Implementation Labor	\$43,920	\$0
Total	\$50,000	\$12,300

EXHIBIT D - INFORMATION REQUIRED BY 2 CFR § 200.332(A)(1)

- (i) Subrecipient* name (which must match registered name in SAM): CITY OF MYRTLE POINT
- (ii) Subrecipient's Unique Entity Identifier (SAM): HFJ8LCMGGMS3
- (iii) Federal Award Identification Number (FAIN): 98009021
- (iv) Federal Award Date: 08 September 2021
- (v) Sub-award Period of Performance Start and End Date: 24 months from Contract execution
- (vi) Sub-award budget period starts and end dates: 24 months from Contract execution
- (vii) Total Amount of Federal Funds Obligated by this contract action: \$50,000
- (viii) Total Amount of Federal Funds Obligated by the initial Contract and any amendments: \$50,000
- (ix) Total Amount of Federal Award committed to the Subrecipient: \$14,474,000
- (x) Federal award project description: Oregon's Drinking Water State Revolving Fund: This grant increases the capacity of Oregon to ensure that its public water systems continue to provide safe drinking water. This is done by (1) continuing loan financing to public water systems and support for newly proposed priority projects, (2) providing grant support for covering administrative expenses, small public water system technical assistance, State program management and local assistance, and (3) continuation of the loan fund to finance source water protection project initiatives, including acquiring conservation easements.
- (xi) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Environmental Protection Agency
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Edward Tabor, Programs & Incentives Manager, 503-949-3523
- (xii) CFDA Number, Title, Amount: 66.468 Safe Drinking Water State Revolving Fund, Amount: \$50,000
- (xiii) Is Award R&D? No
- (xiv) Indirect cost rate for the Federal award: N/A

* For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.

City of Myrtle Point Agenda Item Report

To: Mayor Clayburn and City Council
From: Darin Nicholson, City Manager
Date: January 3, 2023
Re: Approve the 2023-24 Budget Calendar and Appoint Budget Officer



BACKGROUND

At the beginning of each year the Myrtle Point City Council approves a Budget Calendar with the goal of being able to complete the required public hearings and other steps leading up to the adoption of the budget for the next fiscal year prior to the state mandated deadline. The budget must be adopted and appropriations made prior to June 30th of each year and the adopted budget must be filed with the county no later than July 15th. The attached calendar lays out the timeline to meet these goals.

In addition, a budget officer must be appointed annually. The City Manager has historically served as budget officer.

RELATED CITY POLICIES

None.

COUNCIL OPTIONS

- **Approve the Budget Calendar and Appoint the City Manager as Budget Officer:**
SAMPLE MOTION – *“I move to approve the 2023-24 Budget Calendar as presented and appoint the City Manager as Budget Officer.”*
- **Make Changes to Budget Calendar:** SAMPLE MOTION – *“I move to make the following changes to the 2023-24 Budget Calendar: _____.”*
- **Approve the Budget Calendar and Appoint another person as Budget Officer:**
SAMPLE MOTION – *“I move to approve the 2023-24 Budget Calendar as presented and appoint _____ as Budget Officer.”*

CITY MANAGER’S RECOMMENDATION

It is recommended to approve the Budget Calendar and appoint the City Manager as Budget Officer.

ATTACHMENTS

2023-24 Budget Calendar



**CITY OF MYRTLE POINT
2023-24
BUDGET CALENDAR**

February -	March 31 st	Staff preparation of Proposed Budget
Friday	March 31 st	Deadline for 1 st notice of Budget Meeting to the Herald
Wednesday	April 5 th	Publication of 1 st notice of Budget Meeting
Friday	April 14 th	Deadline for 2 nd Budget Meeting notice to Herald
Wednesday	April 19 th	Publication of 2 nd notice of Budget Meeting
Friday	April 21 st	Distribution of Proposed Budget to the Budget Committee
Monday	April 24th	1st Budget Committee Meeting , Library Meeting Room 7:30 pm A. Presentation of Budget Message B. Public Testimony C. Deliberations on Proposed Budget
Friday	April 28 th	Deadline for Notice of Public Hearing of Proposed SSR to Herald
Wednesday	May 3 rd	Publication of Notice of Public Hearing for Proposed SSR Uses
Monday	May 8th	2nd Budget Committee Meeting , Library Meeting Room 7:30 pm A. Public Hearing on Possible State Shared Revenues
May 9 th -	May 12 th	Additional Budget meetings (if necessary)
Friday	May 12 th	Last day for Budget Committee approval of the Budget
Friday	May 12 th	Deadline for notice and Financial Summary to Herald
Wednesday	May 17 th	Publication of notice and Financial Summary
Monday	June 5th	Public Hearing before the Council (regular meeting)
Friday	June 9 th	Deadline for notice of 2 nd Public Hearing to Herald*
Wednesday	June 14 th	Publication of 2 nd Public Hearing notice*
Monday	June 19 th	2nd Public Hearing before the Council *
Friday	June 30 th	Last day for Council to adopt Budget and make appropriations
Friday	July 14 th	Last day to certify the Budget to the County Assessor

* 2nd Public Hearing is only required if the Council makes major changes in any of the funds or increases the tax levy from that recommended by the Budget Committee. When the approved Budget is adopted by the Council with only minor changes, no 2nd hearing is required. The Budget Calendar must be arranged to accommodate this possibility.

MYRTLE POINT PUBLIC LIBRARY FOUNDATION

MONTHLY MEETING

JANUARY 03, 2023

5:00 pm

LIBRARY MEETING ROOM

Note
attendance
options

AGENDA

*To attend this meeting remotely: dial: (425) 436-6345 and enter the Access Code: 4097605 followed by the pound (#) sign.

CALL TO ORDER

MINUTES

TREASURER'S REPORT

AUDIENCE PARTICIPATION

BUILDING PROJECT

BOOK SALE THOUGHTS

OTHER BUSINESS

NEXT MEETING

ADJOURN

THE CITY OF MYRTLE POINT IS A DRUG FREE WORKPLACE.

The Library meeting room is handicapped accessible. If you need assistance to attend or participate in this meeting, please contact the Library at 572-2591.

MYRTLE POINT PUBLIC LIBRARY FOUNDATION

MONTHLY MEETING

DECEMBER 06, 2022

5:00 pm

MINUTES

President Huntley called the meeting to order at 5:00 pm. Directors attending in person: Barbara Carter, Larry Boufford, Debbie Bushnell, and Barbara Caffey. Director attending remotely: Linda Kirk. Also attending: Amy Bruno, library Director.

Debbie moved the minutes be approved as written. Larry seconded. Motion passed.

The treasure reported revenue including: Kroger/Fred Meyer \$32.18; Re-occurring payroll donation: \$125.00; Amazonsmile donation: \$17.66; table rental for bazaar: \$250.00; coffee donations at the bazaar: \$4.00; interest for October: \$ 63.04.

In addition, a check for McKay's receipts was mailed November 15, 2022 but had not been received as of the date of the meeting.

Expenditures included: \$115.00 for one day insurance for the bazaar and \$1660.00 to Robertson-Sherwood for architectural services. The cost of the bazaar ad in the South Coast Shopper at \$28.00 was donated.

The treasurer reported she paid to change the locks on the PO Box on November 23, 2022.

The next step in the building project is to establish a timeline and finalize the bonding. The financing is complete, with a commitment of \$282,000 from the City of Myrtle Point. The directors looked at flooring samples, and helped to eliminated some of the options.

Larry is getting out of the technology business. He has owned, designed and operated the Foundation's website. Amy will take over the website, if there is no objection, and if there is no rule against it. A high estimate of the cost is \$150.00-\$160.00 per year.

Amy received a bill for the Dolly Parton Imagination Library. Barbara Caffey moved the \$500 plus money from the Coos Library District grant for ongoing Dolly expenses be sent to pre-pay the cost of operation the program. Linda seconded. Motion passed.

The first of February would be a good time for a book sale, depending on availability of a room. Debbie will take charge of book sale planning. Barbara Caffey and Amy volunteered to assist. It was noted that a book sale during the time the library is closed would be a good idea. Additionally, the library staff will be conducting a large weed in conjunction with moving the books out of the building during the construction project.

Amy distributed a list of "Library Happenings". A new cleaning company has been hired to replace the retiring longtime janitor. Lori has finished the Ready to Read grant final report.

New shelving has been added in the large print section. There is an upcoming gift wrapping event. The craft exchange program satisfying and successful. The staff has been cleaning out the storage (magazine room for those of us who are oldtimers). Some of the books will be housed in the shed. Robyn Greenlund will take the old issues of Oregon Historical Quarterly. If she can't take them, they will be donated to a museum. Amy will subscribe to JSTOR for access to the Oregon Historical Quaterly online.

The staff gave out 12 Thanksgiving craft packets. There will be 24 Christmas packets available. Books, either purchased for previous Ready to Read grants or from the FIRST books will be given to Tree of Joy, along with gift bags cocoa packets and gnomes.

Larry announced that after his term is up, he will no longer be available to serve as Vice President.

The next meeting was set for January 03, 2023 at 5:00 pm. Attendance options are either in person or remotely.

There being no other business, the meeting adjourned at 6:30 pm

Submitted by

Barbara Caffey

Secretary



**CITY OF MYRTLE POINT
PLANNING COMMISSION MEETING MINUTES
Regular Meeting
Tuesday, November 29, 2022 – 7:00 p.m.
Flora M. Laird Memorial Library Meeting Room
435 Fifth Street, Myrtle Point, OR**

Commissioners Attending Remotely:

Kathy Lewis, President*	Karen Olsen, Vice President*
Tim Groce*	Tiffany Kremers*
Jason Young	

Commissioners Absent:

Tammy Allender

Others Present:

Darin Nicholson, City Manager	Echo Caffey
Christina (Richard) Dubay*	

(* indicates remote attendance)

CALL TO ORDER

President Lewis called the Planning Commission meeting to order at 7:00 p.m.

ROLL CALL

President Lewis called names for the roll.

CONSENT ITEMS

- A. Meeting Minutes – President Lewis announced the minutes of the October 25, 2022 Planning Commission meeting and called for a motion. Vice President Olsen moved to approve the minutes of the October 25, 2022 meeting as written. Commissioner Groce seconded the motion. President Lewis noted that under Consent Items there should have been a second correction to the minutes of the September 20, 2022 meeting minutes. On Page 4 of 5, Line 5 under B. Public Hearing, there was a sentence which needed a capital M at the beginning of the sentence. Manager Nicholson noted the additional correction. President Lewis called for vote on the minutes with the amendment. The vote was unanimous in favor.

ACTION/DISCUSSION ITEMS

A. Public Hearing – Sunset Lane Partition – Preliminary Plat

President Lewis opened the Public Hearing at 7:04 p.m. and read the opening statement. President Lewis then asked the members of the Planning Commission if they had any conflict of interest, ex parte contact, or personal bias on the matter. Commissioner Kremers had none. Vice President Olsen had none. Commissioner Groce declared ex parte contact. He explained that he had visited the site to see what it looked like. He also stated that he had been contacted by a citizen who wished to remain anonymous, but was concerned

about the possibility of an increase in traffic on the street as well as impact on property values. President Lewis had no conflict of interest, ex parte contact or personal bias. Commissioner Young had none.

President Lewis asked the City Manager to summarize the Staff Report. Manager Nicholson identified the applicants and the property and provided a summary of the proposed action to divide the existing 0.29 acre parcel into two parcels just over 6,000 square feet each. He indicated that in general, the request is consistent with the provisions of the Development Code. Regarding goals to provide for housing needs, the request is consistent. He said the requested action is considered an efficient use of the land resource. He did not anticipate there would be effect on public health, safety or welfare. Regarding transportation, Manager Nicholson noted that Sunset Lane dead ends just past the subject property. He also stated that there are three other houses that utilize the street and the addition of two more homes is not expected to overload the roadway. City utilities are considered adequate to support the partition. There is not a possibility of future redivision of the proposed parcels. Manager Nicholson explained requirements pertaining to surface water runoff as identified in Ordinance No. 1263 but stated those requirements would not take effect until the time the parcels are developed. He also explained that access to the proposed parcels is planned to be provided via an existing driveway which currently serves the residence at 1985 Sunset Lane with the addition of a reciprocal access easement.

Manager Nicholson then noted that he had forgotten to put in the Staff Report that the sewer lateral for a neighboring property is believed to cross the subject property. He stated that the applicant is aware of the sewer line and that he will need to maintain service and relocate the pipe if it is determined to be within the planned building area. Manager Nicholson concluded by stating that he did not see a reason to deny the partition.

President Lewis called for questions from the Planning Commission. Vice President Olsen asked what had been stopping development of the vacant parcel previously. Manager Nicholson said that nothing had stopped development of the property before. It was under different ownership in the past and apparently the previous owners did not want to develop the parcel. VP Olsen then asked for clarification about the willingness of the owners of 1985 Sunset Lane to share its access with the two proposed lots. Manager Nicholson explained that the applicants own the vacant parcel as well as 1985 Sunset Lane and have proposed the establishment of an access easement to serve all three parcels. VP Olsen asked about the width of the proposed easement. Manager Nicholson said the easement was proposed to be 20 feet wide; he estimated the existing driveway to be 12 feet wide. VP Olsen asked if that was safe for three houses. Manager Nicholson indicated he did not think it would be a problem. VP Olsen asked if it conforms with the Development Code and followed up by asking how many houses there had to be in order for it to be called a road. Manager Nicholson was uncertain. He stated that the Development Code does allow for shared driveways. VP Olsen asked how many were allowed to share. Manager Nicholson said he was not sure if that was addressed but said he would investigate. Commissioner Young asked if a road would be maintained by the city but a shared driveway would be maintained by the property owners. Manager Nicholson said that was correct. There was some related discussion. Commissioner Groce asked if the easement was part of the lot or would that area be considered separate property. Manager Nicholson stated that it is part of the lot. Commissioner Groce said he was concerned that if the easement area were not part of the lots they would be less than 6,000 square feet. Manager Nicholson said that is not the case, however the easement area would not be part of the buildable area of the lots. He indicated that since there are also setback requirements, the easement area would not significantly

reduce the buildable area of the lots. Manager Nicholson then returned to the question VP Olsen had asked about the number of homes permissible on a shared driveway. Referring to Section 3.4.010-I, Manager Nicholson read, "Private streets, including gated drives serving more than two (2) dwellings (i.e., where a gate limits access to a development from a public street), are not permitted." Based on the statement, Manager Nicholson recommended that only two of the parcels be permitted to utilize the existing driveway. The proposed Parcel 2 could have separate access off of Sunset Lane. VP Olsen indicated that she was satisfied. President Lewis then asked about making the shared driveway a city road instead so that it could have city utilities. Manager Nicholson indicated that he did not think that was necessary and stated that the property owner could choose to locate utilities within the reciprocal access easement or by providing separate water and/or sewer easements. He indicated that the property owner had mentioned that he may wish to locate sewer lines along the westerly edge of the property. He also indicated that the property owner understood there would need to be easements for any utilities crossing neighboring properties. Commissioner Young asked about designating the access easement as a fire lane in order to ensure that it is kept clear. Manager Nicholson indicated that he was not sure such a designation was necessary and stated that there could be a condition of approval requiring the driveway to be kept clear in order to allow for emergency access. There was some related discussion. Manager Nicholson indicated that the Fire Chief had said he would not take an apparatus on the driveway but would stage on Sunset Lane. Manager Nicholson also stated that the proposed Parcel 1 was only set back 65 feet from Sunset Lane and that is not too far to walk in, regardless of the type of emergency. President Lewis asked if there were any more questions for staff. There were not.

President Lewis then called for testimony from the applicant. The applicant was not in attendance. There was discussion about whether or not to continue the hearing without the applicant in attendance. Manager Nicholson said that he believed the Planning Commission could still make a decision on the matter as the applicant knew about the hearing and chose not to attend. President Lewis called for testimony for any others in favor of the proposed action. There was none.

President Lewis then called for testimony from those opposed to the proposed action. Echo Caffey addressed the Planning Commission and stated that there had been a flue fire at 1985 Sunset Lane within the past few years and the Fire Department had driven the truck into the driveway. Ms. Caffey stated that she was concerned about [runoff from the site] and the sewer [service lateral] that goes through the property. She stated that she did not want to have any cost or inconvenience. Manager Nicholson stated that he had already spoken with the applicant and he understands that, as the developer, he'll bear the cost to maintain service and relocate pipes crossing the property. Ms. Caffey stated that she had also spoken to the applicant but she would like it in writing that she won't have any inconvenience or burden of cost, even if damage occurs to existing improvements on her property. She also stated that she didn't really object to development of the property, she just didn't want it to affect her livelihood. President Lewis stated that at this point, the only decision before the Planning Commission is whether or not to allow a partition of the property. Ms. Caffey stated that she and her previous husband had looked at purchasing the 1985 Sunset Lane property in the past, but they were under the impression that nothing could be built on the vacant parcel because of the sewer line crossing the property. She also reported that when she bought her current house at 1545 19th Street, the previous owners told her that nothing could be built on the vacant lot because of the sewer line through the property. Ms. Caffey reiterated that she did not want to lose sewer service. There was some additional discussion. Manager Nicholson reiterated that relocation of the

sewer lateral would be the responsibility of the developer. He also explained that the work could occur without interrupting service. President Lewis asked Ms. Caffey if she had any other opposing arguments regarding the request to divide the vacant parcel in two. She had none. President Lewis then closed the Public Hearing at 7:36 p.m.

There was some discussion about the inaccuracy of the parcel lines shown on the map obtained from the Coos County Assessor's GIS system. Manager Nicholson explained that the surveyor's map shows an existing property corner pin at the northeast corner of the 1985 Sunset Lane property and that there were no notes about problems with its location. President Lewis called for a motion before continuing discussion. Commissioner Groce moved to allow the requested division of the property and 20-foot-wide access easement. Commissioner Kremers seconded the motion. President Lewis called for discussion. VP Olsen spoke about the portion of the access easement crossing Parcel 2. She expressed concern that at the time of development, the owner would want to access the parcel from the easement rather than from Sunset Lane. Manager Nicholson agreed that it was a possibility and stated that the Planning Commission could place a condition of approval that Parcel 2 must have separate access from Sunset Lane rather than using the easement. Commissioner Groce asked if there could be a condition of approval requiring that prior to development the Planning Commission must have the opportunity to review the proposed site plan to ensure the driveway configuration is satisfactory. Manager Nicholson said that could be added as a condition of approval. There was some discussion on the matter and its practicality. President Lewis indicated that she believed a condition of approval requiring Parcel 2 to have separate access off of Sunset Lane would be adequate. Following discussion, President Lewis called for a vote on the motion. The vote was unanimous against and the motion did not carry.

President Lewis called for a new motion. Commissioner Young moved to approve the partition with the conditions that Parcel 2 must have separate access off of Sunset Lane and that the gate on the existing driveway/easement area be removed. VP Olsen seconded the motion. President Lewis called for discussion. VP Olsen then noted that the gate is not really an issue until Parcel 1 is developed. Commissioner Groce indicated that the same is true regarding separate access to Parcel 2 from Sunset Lane; if it is not a part of the motion, it won't happen. VP Olsen suggested that removal of the gate should be contingent on development of Parcel 1, not just part of the approval of the partition. There was additional discussion on the matter, including whether or not the Planning Commission had the legal authority to tell a property owner they can't fence their property. Commissioner Kremers suggested a condition of approval which requires the gate to be removed at the time Parcel 1 is listed for sale or sold. Commissioner Young agreed. Following discussion, President Lewis called for a vote on the motion. The vote was unanimous against.

President Lewis called for a new motion. VP Olsen moved to approve the partition with the stipulation that Parcel 1 and the house addressed 1985 Sunset Lane shall have sole use of the 20-foot-wide easement and that Parcel 2 shall have a separate access from Sunset Lane, not using the easement. Commissioner Young seconded the motion. There was discussion about the fact that there was no mention of the fence in the motion. It was determined that any potential issue regarding the fence should be addressed by the purchaser of Parcel 1. Following discussion, President Lewis called for a vote. The motion carried unanimously. There was some discussion which followed about whether or not neighboring property owners would be notified prior to development of the parcels. Manager Nicholson said that they do not normally get notified except in the instance of a Variance or Conditional Use request. Manager Nicholson stated that the Final Plat would

come back before the Planning Commission and that would give an opportunity for additional review. There was also discussion about the legal authority of the Planning Commission to require additional review. It was determined that because there will be changes to the Preliminary Plat, it is reasonable to have the Final Plat come before the Planning Commission for approval.

PETITIONS FROM THE AUDIENCE

President Lewis called for petitions from the audience. Christina Dubay identified that she was the owner of 1593 19th Street, which is the corner house at 19th and Sunset Lane. She requested to be notified of further actions related to the property. She also stated that she was concerned about runoff and that there is a lot of water that drains off the back of the property. Manager Nicholson indicated that he would send notice to Ms. Dubay at the time the Final Plat comes before the Planning Commission. He also said that he would send notice to Ms. Caffey since she testified regarding the requested partition.

ADJOURNMENT

Having no further business for the Myrtle Point Planning Commission, President Lewis adjourned the meeting at 8:38 p.m.

12/27/2022

President
Myrtle Point Planning
Commission

City of Myrtle Point Scheduled Meeting Dates 2023

City Council

January 3rd	7:30 Tuesday	July 3 rd	7:30 Monday
January 17th	7:30 Tuesday	July 17 th	7:30 Monday
February 6 th	7:30 Monday	August 7 th	7:30 Monday
February 21st	7:30 Tuesday	August 21 st	7:30 Monday
March 6 th	7:30 Monday	September 5th	7:30 Tuesday
March 20 th	7:30 Monday	September 18 th	7:30 Monday
April 3 rd	7:30 Monday	October 2 nd	7:30 Monday
April 17 th	7:30 Monday	October 16 th	7:30 Monday
May 1 st	7:30 Monday	November 6 th	7:30 Monday
May 15 th	7:30 Monday	November 20 th	7:30 Monday
June 5 th	7:30 Monday	December 4 th	7:30 Monday
June 19 th	7:30 Monday	December 18 th	7:30 Monday

Municipal Court

January 23 rd	6:00 Monday
February 27 th	6:00 Monday
March 27 th	6:00 Monday
April 24 th	6:00 Monday
May 22 nd	6:00 Tuesday
June 26 th	6:00 Monday
July 24 th	6:00 Monday
August 28 th	6:00 Monday
September 25 th	6:00 Monday
October 23 rd	6:00 Monday
November 27 th	6:00 Monday
December 26th	6:00 Tuesday

Planning Commission

January 24 th	7:00 Tuesday
February 28 th	7:00 Tuesday
March 28 th	7:00 Tuesday
April 25 th	7:00 Tuesday
May 23 rd	7:00 Tuesday
June 27 th	7:00 Tuesday
July 25 th	7:00 Tuesday
August 22 nd	7:00 Tuesday
September 26 th	7:00 Tuesday
October 24 th	7:00 Tuesday
November 28 th	7:00 Tuesday
December 26 th	7:00 Tuesday

***Bold indicates a changed date.**

CITY MANAGER'S REPORT



TO: MAYOR & CITY COUNCIL
FROM: DARIN NICHOLSON, CITY MANAGER
DATE: JANUARY 3, 2023

Paid Leave Oregon Equivalent Plan

The Paid Leave Oregon Equivalent Plan prepared by The Hartford was submitted to the State for review on November 28th. A response has now been received from the Oregon Employment Department stating that our intent to provide a Paid Leave equivalent plan has been approved and becomes effective on January 1, 2023. According to the notice, we must still complete another application by May 31, 2023 in order to have the plan approved by September 3, 2023. This will be completed as soon as possible.

OPRD Grant

The Grant Contract for a \$75,000 Rotary Park Playground Rehabilitation grant from the Oregon Parks and Recreation Department (OPRD) was received on December 13th. Based on an announcement of the grant which was received in September, the City Council approved Resolution 2022-17 on November 7th accepting the grant and committing city funds to cover the balance of the project cost not covered by the grant. The Grant Contract was signed and returned to OPRD and the final executed Grant Agreement was received back on December 21st. Payment for the planned playground equipment was sent following receipt of the executed Grant Agreement, in accordance with rules of the grant. More information will continue to be provided as it becomes available.