

MYRTLE POINT CITY COUNCIL AGENDA

Regular Meeting

Monday, October 7, 2024, 6:30 p.m.

Flora M Laird Library Meeting Room | 435 5th 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 September 9, 2024 Regular Meeting
- V. ACTION/DISCUSSION ITEMS
 - A. **Linda Maxon-Coquille Valley Hospital Myrtle Point Clinic update ***
 - B. **OSU EXTENSION BLDG- Approval for signature of updated land lease agreements**
 - C. **MP High School Yearbook Ad request**
- VI. PETITIONS FROM THE AUDIENCE

This is a public meeting and the media may use information presented.
- VII. UPCOMING MEETINGS AND EVENTS:
 - A. City Council November 4, 2024 meeting cancelled. Rescheduled for Monday November 18, 2024- 6:30pm
 - B. MP High School-homecoming events-Bonfire-10/9-6:30pm-8:30pm; Parade-10/10-2:15pm; Football Game-10/11-7:00pm
 - C. General Election- November 5, 2024
- VIII. INFORMATION ITEMS
 - A. Myrtle Point Public Library Foundation Meeting Minutes – September 3, 2024
- IX. OTHER COMMUNICATIONS
 - A. Staff Reports
 - B. Council Concerns and Comments*
- X. ADJOURNMENT

Notice given this 7th day of October 2024 – Scott Nay, City Manager

* indicates no material included in packet

THE CITY OF MYRTLE POINT IS A DRUG FREE WORKPLACE

The 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, September 9th, 2024 – 6:30 p.m.,
Flora M Laird Memorial Library Meeting Room
435 5th Street, Myrtle Point**

Council Members

Present:

Samantha Clayburn, Mayor
Ivan Hawker, City Councilor
Berea Gibbons

Amy Ligons, City Councilor
Mike Wood, City Councilor

Absent:

Gary Sullivan, City Councilor
1-Vacant council position

Staff and Others

Scott Robinson, Chief of Police
Scott Nay, City Manager
Ginny Groce, Accountant
Shelley Clayburn
Gail Hurt

Wayne Ramsey, Public Works
Haylee Young, Administrative Clerk
Amy Bruno, Library Director
Dan Kleis
Kathy Lewis*

(* indicates remote attendance)

CALL TO ORDER

Mayor Clayburn called the City Council meeting to order at 6:30 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 August 19th, 2024 Regular Meeting. Councilor Wood moved to accept the minutes as presented. Councilor Hawker seconded the motion. Mayor Clayburn asked for any discussion or corrections, and hearing none motion carried unanimously.

ACTION/DISCUSSION ITEMS

A. Discussion – Update on sewer line repair/Porta-Potty removal- 644 8th St.- Sean Baker

Mayor Clayburn announced the discussion for update on sewer line repair/Porta-Potty removal- 644 8th St. City Manager Nay explained that Sean Baker could not make it to the meeting but Mr. Baker has kept him up to date on what is going on and he has fixed his sewer line and the porta-potty should be gone by the end of September.

B. Discussion/letter of interest for appointment to Planning Commission/ Shayla Stidham

Mayor Clayburn announced discussion/letter of interest for appointment to Planning Commission/ Shayla Stidham. Manager Nay stated that he received 2 letters of interest from Shayla Stidham about joining the Planning Commission. Councilor Wood moved to appoint Shayla Stidham and Councilor Ligons seconded this motion. Mayor Clayburn called

for a vote and motion carried unanimously to approve Shayla Stidham to the Planning Commission.

C. Resolution 2024-09 – Amending job Description for Public Works Director Position

Mayor Clayburn announces Resolution 2024-09 – Amending job Description for Public Works Director Position. Manager Nay explains that when there is a job vacancy they try to update the job description. He went on to describe what the Public Works Director does and will be doing. The position for Lead Man will stay vacant for now. Mayor Clayburn asked about if the “Ability to be on call to respond to emergency calls for service 24 hours a day” was in the original job description, Manager Nay said yes it was always on there to which Mayor Clayburn questioned that being a concern. Manager Nay said that is something we can change on the job description. Mayor Clayburn asked for a motion on the floor. Councilor Hawker moved to approve the amending of the job Description for Public Works Director Position adding on- call designation language. Councilor Gibbons seconded the motion. Mayor Clayburn asked for further discussion, with none, she called for a vote which carried unanimously to approve Resolution 2024-09 – Amending job Description for Public Works Director Position and adding on-call designation language.

D. Contract for Library Services

Mayor Clayburn announces Contract for Library Services. Manager Nay read the contract. Library Director Bruno explained the increases and formulas that are used. Mayor Clayburn asked for a motion, Councilor Hawker moved to approve Manager Nay to sign the Contract for Library Services, Councilor Ligons seconded. With no further discussion Mayor Clayburn asked for a vote to approve the 2024-2025 Contract for Library Services and authorizing the City Manager to sign the contract, the vote carried unanimously, motion approved.

PETITIONS FROM THE AUDIENCE

Mayor Clayburn called for petitions from the audience- Kathy Lewis wanted to say thank you for approving Shayla Stidham to the Planning Commission and asked Library Director Bruno if she would like a donation of books. Shelley Clayburn-1012 Roseburg Rd. asked about the brush pick up and for the people that live along the highway and how are we supposed to pick up their debris. It was decided that if someone has a special circumstance we will figure out a way to get it taken care of.

UPCOMING MEETINGS AND EVENTS

- A. Myrtle Point Public Library Foundation Meeting- September 6, 2024 – 5:00p.m.
- B. Myrtle Point Planning Commission Meeting – September 24, 2024 – 7:00p.m.
- C. Harvest Festival- Saturday September 28, 2024 – 10:00a.m. – 3:00p.m.

INFORMATION ITEMS

- A. Myrtle Point Public Library Foundation Meeting Minutes – August 6, 2024
- B. Myrtle Point Public Library Foundation Meeting Agenda- September 6, 2024
- C. Myrtle Point Planning Commission Meeting Agenda – September 24, 2024

OTHER COMMUNICATIONS

Staff Reports:

A. Manager Nay reported on the following:

Elections Information

The official candidate list for City of Myrtle Point elected positions for November 5, 2024 general election is now complete. The following candidates will be on the ballot:

Mayor Position – Samantha Clayburn
City Council – Mike Wood
City Council – Shelley Clayburn
City Council – Ryland Parker

Mass Notification System Update

We are now live with our mass notification system. We are now set up to be able to put

notifications through this system on the City's Website and have already used it for a couple of notifications regarding water turn offs for leak repairs. We are working with the Company to add the ability for people to sign up for notifications with both e-mails and texts. That option will be coming shortly.

Christmas Decorations

Hwy 42 and Spruce organization contacted the City recently about our need for some new Christmas decorations. They have some money available and want to contribute to purchasing some new decorations to put up on Spruce St. We are researching some new banners to put on the light poles as well as other items and will coordinate with 42 and Spruce. Mayor Clayburn added that the MP Chamber of Commerce would like to add to the Christmas decorations as well.

Other

Coast Pavement- Four speed bumps \$2,700.00, three on Railroad Ave. and one on Doborout St.

Tree cutting estimates from Blue Sky Tree Service and Sunrise Tree Service. Lead Man Ramsey explained what the two companies have to offer and what trees need to be trimmed or cut down. City Council decided on Sunrise Tree Services to do the tree cutting.

2. Accountant- Ginny Groce

-PERS INCREASE

PERS is estimated to increase by approximately 4.08% effective July 2025. Specific rate change figures to come.

-2023/2024 FINANCIAL AUDIT PREP

The onsite financial audit for 2023/2024 is scheduled for September 12.

-HEALTH INSURANCE OPEN ENROLLMENT

The Open Enrollment Period for the city health insurance is September 30 through October 25 for insurance benefits effective beginning January 1, 2025.

-FUTURE ABSENCES TO BE DETERMINED

My surgery went well. Treatment is not known at this time.

3. Police Chief- Scott Robinson

Personnel Report-

- Summer vacation coverage

Training and Activities-

- Dispatch situation update
- Grand Award Notifications

4. Leadman- Wayne Ramsey

-On August 23rd, we had a major water leak. We lost an estimated 700,000 gallons. The line was repaired. Public works will be visiting every meter to tell Oha line size and material on our side and customer side in the next few months. Land slide repair is going well, we will be potentially done in October.

-Another round of patching is set for this month.

-WWTP- Matt the operator, has dug out our diffusers in the south fork for inspection. Public works has replaced 90 feet of 6 in sewer line on 20th.

-Brush pick up will be in October.

-Rotary park- we have one quote from sunrise tree service and are waiting on a second quote from blue sky tree service. Swing set has been moved to the west side of the tennis court, and is waiting to be set.

5. Library Director- Amy Bruno

-In August I completed the \$3000 grant for kid's books and books by Oregon authors to complete the collection in the Oregon room. I bought primarily from local Oregon and Pacific Northwest publishers and sellers too as part of the grant. I also was successful in obtaining another Ready to Read grant for next summer's free book program.

-On Saturday September 14th between 12 and 2 North Bend Prospectors will be holding a Gold Panning demonstration on the library patio. Children under 12 will be given a chance to find and take home their own gold flake (while supplies last). This area has a rich prospecting history, and I am excited to share it with a new generation. It's an all-ages event so if you ever wanted to learn more about gold and how to find it, this is your chance.

Council Concerns and Comments:

1. Councilor Gibbons brought up to Lead Man Ramsey about Drug & Alcohol Free signs to be at the Rotary Park that they previously talked about. Lead Man Ramsey is going to look more into it and get specific wording that the council wants. Councilor Gibbons also asked about the I&I study that we had done, Lead Man Ramsey explained to Councilor Gibbons what was concluded and that there are reports that she can look at if interested. Councilor Gibbons asked about our shut off procedure and why we charge the way we do. After some discussion it was decided to look into what other neighboring towns do when it comes to shutting off water/sewer.
2. Councilor Hawker asked if we have looked into the lighting situation, Lead Man Ramsey is looking into it. Councilor Hawker mentioned that the basketball hoops will be in within the next couple weeks. Councilor Hawker also asked about the new house that's gone in on Bender St. and if they have a retaining wall going in and what the plan is. Manager Nay said that he does have an engineered retaining wall going in and there is not a date for when it will be in as of yet. Gail Hurt-627 Bender St. voiced her concern and worry of the house that went in right above her house.
3. Councilor Wood brought up putting speed bumps at the Maple Middle School.
4. Mayor Clayburn asked about the Dog Park at Rotary Park, Lead Man Ramsey said the fence will go in after the trees are taken care of.

EXECUTIVE SESSION

Mayor Clayburn closed the regular meeting at 8:00PM and announced that the City Council will meet in executive session per ORS 192.660(2)(i) "To review and evaluate the employment- related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing."

RECONVENE REGULAR MEETING

Mayor Clayburn closed the Executive Session and reconvened the Regular Meeting at 8:25PM.

ADJOURNMENT

Having no further business for the City of Myrtle Point, Mayor Clayburn adjourned the Regular Meeting at 8:26PM.

10/07/24

Samantha Clayburn, Mayor
City of Myrtle Point

City of Myrtle Point Agenda Item Report

To: Mayor Clayburn and City Council
From: Scott Nay, City Manager
Date: October 7, 2024
Re: Memorandum of Lease; Assignment and
Amendment of Lease-OSU Extension Office site



BACKGROUND

Coos County is purchasing the OSU Extension Office Building and improvements from UCDC (Umpqua Community Development Corporation). The sale is estimated to close in October. The City of Myrtle Point will continue to own the land that the improvements are on. Therefore, the current land lease agreement needs to be updated and amended to release UCDC from existing land lease with the City and add Coos County as the new Lessee. The two agreements, as attached, are the documents needed to accomplish this task. The agreements have been reviewed by City of Myrtle Point legal counsel and have been deemed appropriate for submission to Myrtle Point City Council for approval and authority for City Manager to sign.

RELATED CITY POLICIES

None

COUNCIL OPTIONS

- **Approve the Contract:** SAMPLE MOTION – *“I move to approve the Memorandum of Lease and the Assignment and Amendment of Lease contracts with Coos County and authorize the City Manager to sign the contracts.”*
- **Do Nothing:** No motion required.

CITY MANAGER’S RECOMMENDATION

It is recommended to approve the contracts to continue land lease agreement.

ATTACHMENTS

- Memorandum of Lease
- Assignment and Amendment of Lease

AFTER RECORDING, RETURN TO:

Coos County
Attention: County Counsel
250 N. Baxter Street
Coquille, OR 97423

MEMORANDUM OF LEASE

The parties to this Memorandum of Lease (“Memorandum”) are the City of Myrtle Point, a political subdivision of the State of Oregon (the “City”) and Coos County, a political subdivision of the State of Oregon (the “County”). This Memorandum is dated as of the _____ day of _____, 2024.

The City and Umpqua Community Development Corporation, an Oregon domestic nonprofit corporation (“UCDC”), entered into a Lease effective as of August 7, 2002 (the “Lease”). Under the terms of the Lease, as amended, the City leased to UCDC a portion of the real property described in Exhibit A attached hereto and incorporated herein by reference, said real property being located at 631 Alder Street, Myrtle Point, OR 97458 and more particularly defined by plans and specifications attached to the Lease as an exhibit (the “Real Property”).

The Lease was subsequently amended to bind ACME Wood Products Company (“ACME”), as default lessor, to its terms, to establish the priority of the parties’ respective interest in the Real Property and improvements, and to describe the rights of the parties in the event of default, as evidenced by a Memorandum of Lease recorded January 8, 2003, document number 2003-287 in the real property records of Coos County. On August 21, 2015, ACME was administratively dissolved.

Effective the _____ day of _____, 2024, the City, UCDC, and the County entered into an Assignment of and Amendment to Lease (the “Lease Amendment”), under which UCDC assigned all of its interests in the Lease, as amended, to the County and agreed to indemnify the County for any claims arising prior to the effective date, specifically including but not limited to any claims asserted by or on behalf of ACME, and the County and the City amended certain terms of the Lease.

The City and the County are executing and recording this Memorandum to provide record notice of the Lease Assignment. There has been no consideration for this Lease Assignment. This Memorandum is not intended, and shall not be construed, to define, limit or modify the Lease or Lease Amendment. For information regarding the terms of the Lease and Lease Amendment, parties must reference the Lease and Lease Amendment. The City and the County each have a true copy of the Lease and Lease Amendment.

The parties have duly executed this Memorandum as of the Effective Date.

CITY OF MYRTLE POINT:

By: _____

Title: **Scott Nay, City Manager**

STATE OF OREGON)

) ss.

COUNTY OF Coos)

The foregoing Lease was acknowledged before me this ____ day of _____, 2024,
by _____, as _____ of the City of
Myrtle Point, Oregon.

Notary Public for Oregon

My Commission Expires: _____

COOS COUNTY:

By: _____

Title: **Rod Taylor, County Commissioner**

STATE OF OREGON,)

) ss.

County of Coos.)

Personally appeared before me this ____ day of _____, 20____,
_____, who being duly sworn, did say that he/she is the _____
_____ of **Coos County**, and acknowledged the foregoing instrument to
be their voluntary act and deed as a duly authorized representative of **Coos County**.

Notary Public for Oregon,

My Commission Expires: _____

By: _____

Title: **Bob Main, County Commissioner**

STATE OF OREGON,)

) ss.

County of Coos.)

Personally appeared before me this ____ day of _____, 20____,
_____, who being duly sworn, did say that he/she is the _____
_____ of **Coos County**, and acknowledged the foregoing instrument to
be their voluntary act and deed as a duly authorized representative of **Coos County**.

Notary Public for Oregon,

My Commission Expires: _____

By: _____
Title: **John Sweet, County Commissioner**

STATE OF OREGON,) ss.
County of Coos.)

Personally appeared before me this ____ day of _____, 20____,
_____, who being duly sworn, did say that he/she is the _____
_____ of **Coos County**, and acknowledged the foregoing instrument to
be their voluntary act and deed as a duly authorized representative of **Coos County**.

Notary Public for Oregon,
My Commission Expires: _____

EXHIBIT A

THE PROPERTY

The following described real property commonly known as 631 Alder Street in the City of Myrtle Point, situated in the County of Coos, State of Oregon:

Commencing at the Northeast corner of Block 2 of Dixon's Park Addition to Myrtle Point, Coos County, Oregon, marked by a 5/8 inch rebar;
thence North 10° 00' East 30.00 feet to the Southeast corner of a parcel of land as described in Book 295, Page 175, Deed Records of Coos County, Oregon, herein referred to as the City Shop Parcel;
thence continuing North 10° 00' East 100.21 feet to the Northeast corner of said City Shop Parcel, marked by an iron pipe;
thence South 79° 57' 09" East 60.00 feet to the true point of beginning;
thence North 10° 00' East 200.05 feet;
thence South 80° 00' East 289.13 feet to the Westerly right of way of Highway 42;
thence Southerly along said Westerly right of way of Highway 42 to the Northeast corner of a parcel of land described in Microfilm No. 83-3-6979, Deed Records of Coos County, Oregon;
thence North 79° 58' 46" West 194.19 feet to the Northwest corner of said parcel described in Microfilm No. 83-3-6979, Deed Records of Coos County, Oregon;
thence North 79° 57' 09" West 183.21 feet to the true point of beginning.

Tax ID numbers 1123513, 1123512, 1123509.

ASSIGNMENT AND AMENDMENT OF LEASE

THIS ASSIGNMENT OF AND AMENDMENT TO LEASE is dated and effective as of the ___ day of _____, 2024 between THE CITY OF MYRTLE POINT, a political subdivision of the State of Oregon (“City” or “Lessor”), UMPQUA COMMUNITY DEVELOPMENT CORPORATION, an Oregon domestic nonprofit corporation (“UCDC”), and COOS COUNTY, a political subdivision of the State of Oregon (“County” or “Lessee”).

Preliminary Statement

A. City and UCDC are the present parties to that certain Lease Agreement dated as of August 7, 2002 (the “Lease”) with respect to certain real property located at 631 Alder Street, Myrtle Point, OR 97458 (the “Premises”), together with certain improvements constructed thereon by UCDC (the “Improvements”).

B. Pursuant to Sections 12 and 17 of the Lease, UCDC holds title to the Improvements and has the right to assign its interest in the Premises provided that such assignment complies with certain requirements set forth in the Lease.

C. UCDC desires to (1) sell the Improvements to the County and (2) assign its rights under the Lease to the County, fully terminating its rights and obligations thereunder.

D. County desires to (1) buy the Improvements from UCDC, (2) accept the assignment of UCDC’s rights under the Lease, and (3) enter into an amended Lease with the City.

E. City desires to (1) enter an amended Lease with County and (2) agrees that the assignment of UCDC’s rights under the original Lease to County shall fully terminate UCDC’s rights and obligations.

F. UCDC and County have agreed on the terms of County’s purchase of the Improvements as evidenced by the purchase and sale agreement executed by UCDC and County on the same date as this Amendment.

G. City and County have agreed to amend the Lease on the terms and conditions set forth in this Amendment.

H. This Amendment shall be further evidenced by a Memorandum of Lease.

Agreement

NOW, THEREFORE, for five hundred thousand and 00/100 Dollars (\$500,000.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City, UCDC, and County do hereby agree as follows:

1. Defined Terms. As used in this Assignment of and Amendment to Lease, the following terms shall have the following meanings:

- a. "Agreement" shall mean this Assignment of and Amendment to Lease.
- b. "Amended Lease" shall mean the agreement entered into by and between the City and the County for the property located at 631 Alder Street in Myrtle Point, OR.
- c. "Effective Date" shall mean [insert date] or the date on which this Agreement is fully executed by all parties, whichever occurs last.
- d. "Improvements" shall mean all buildings, structures and other improvements constructed by UCDC on the real property located at 631 Alder Street in Myrtle Point, OR, pursuant to its rights under the lease agreement entered into by City and UCDC on August 7, 2002.
- e. "Lease" shall mean the lease agreement entered into by and between the City and UCDC on August 7, 2002, with respect to the real property located at 631 Alder Street, Myrtle Point, OR 97458.
- f. "Premises" shall mean the Property, as defined below, together with any and all Improvements now constructed or hereinafter located thereon.
- g. "Property" shall mean the real property located at 631 Alder Street in Myrtle Point, OR, as more particularly described in the attached Exhibit A.

2. Assignment of UCDC's rights and obligations under the Lease.

- a. Assignment. Subject to and concurrently with the consummation of that Purchase and Sale Agreement for the Improvements between UCDC and County dated the ___ day of _____, 2024 (the "Purchase Agreement"), UCDC hereby assigns to County all of its right, title and interest in and to the Lease.
- b. Assumption. From and after the date hereof, County hereby assumes, covenants and agrees to keep and perform each and every obligation of UCDC under the Lease, as amended by agreement with the City as described herein.
- c. Consent. City consents to UCDC's Assignment of the Lease to County, and County's assumption of the Lease, as amended by agreement with the County as described herein.

3. Amendment of Lease. City and County agree to amend the terms of the Lease as follows:

- a. For purposes of determining County's rights and obligations of the Lease, as modified by this Agreement, the term "Lessee" as used in the Lease shall mean the County.
- b. Section 24.1 is amended to read " Except as otherwise provided, Lessee, on the last day of the Term as may be extended, shall surrender and deliver up the Premises to the possession and use of Lessor free and clear of all liens and encumbrances other than those, if any, presently existing or created, but title in the Improvements shall remain the property of Lessee pursuant to Section 12

4. Representations and Warranties.

- a. UCDC represents and warrants to County that:
 - i. The Lease is in full force and effect, unmodified except as provided in this Agreement; and
 - ii. UCDC's interest in the Lease and the Improvements is free and clear of any liens, encumbrances or adverse interests of third parties; and
 - iii. UCDC possesses the requisite legal authority to assign its interest in the Lease as provided herein; and

- iv. There are no sums due and owing by UCDC under the Lease as of the effective date hereof, and there exists no condition of default thereunder.
 - b. County represents and warrants to UCDC that:
 - i. County possesses the requisite legal authority to accept assignment of UCDC's interest in the Lease as provided herein.
 - c. City represents and warrants to County that:
 - i. The Lease is in full force and effect, unmodified except as provided in this Agreement; and
 - ii. There are no sums due and owing by UCDC under the Lease as of the effective date hereof, and there exists no condition of default thereunder; and
 - iii. City possesses the requisite legal authority to amend the Lease as provided herein; and
 - iv. City's interest in the Lease and in the Property is free and clear of any liens, encumbrances or adverse interests of third parties.
 - d. County represents and warrants to City that:
 - i. County possesses the requisite legal authority to enter into the Lease, as amended by this Agreement, as provided herein.
- 5. **Indemnification.** UCDC agrees to indemnify, defend and hold harmless County from and against any and all claims, demands and debts (collectively, "Claims") due under the Lease prior to the Effective Date, specifically including, but not limited to, any Claims arising out of or related to the interest of ACME Wood Products Company.

6. Miscellaneous:

- a. **Time is of the Essence.** Time is of the essence in performance of the obligations of the parties under this Agreement.
- b. **Merger Clause.** The Lease together with this Agreement contains the entire understanding and agreement between the parties, and any other offers or agreements, written or oral are superseded. No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
- c. **Ratification.** Except as expressly modified by this Agreement, all terms, restrictions, provisions and obligations in the Lease remain unchanged. Except as expressly modified by this Agreement, words defined in the Lease shall have the same meaning when used in this Agreement.
- d. **Further Assurances.** Each party agrees, at its sole expense, to cooperate with the other and to execute and deliver all such further instruments and documents and do all such further acts and things as such party may be reasonably requested to do from time to time by the other party, in order to carry out the provisions, purposes and intent of this Agreement.

- e. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.
- f. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held invalid, unless doing so would materially frustrate the parties' intent in entering into this Agreement.
- g. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
- h. **Expenses.** Except as expressly otherwise provided herein, each party shall pay its own costs and expenses in connection with the negotiation, execution, and delivery of this Agreement.
- i. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely within the Circuit Court of Coos County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United States District Courts for the District of Oregon.
- j. **Attorney Fees.** In the event of a dispute arising under this Agreement, the substantially prevailing party shall be entitled to recover all reasonable attorney cost and fees.
- k. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute on original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF MYRTLE POINT:

By: _____

Title: **Scott Nay, City Manager**

STATE OF OREGON)
) ss.
COUNTY OF _____)

The foregoing Lease was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of the City of Myrtle Point, Oregon.

Notary Public for Oregon
My Commission Expires: _____

**UMPQUA COMMUNITY
DEVELOPMENT CORPORATION:**

By: _____

Title: **[Name, Title]**

STATE OF OREGON)
) ss.
COUNTY OF _____)

The foregoing Lease was acknowledged before me this ____ day of _____, 2024, by _____, as _____ of Umpqua Community Development Corporation.

Notary Public for Oregon
My Commission Expires: _____

COOS COUNTY:

By: _____
Title: Rod Taylor, County Commissioner

STATE OF OREGON,)

) ss.
County of Coos.)

Personally appeared before me this ____ day of _____, 2024,
_____, who being duly sworn, did say that he/she is the _____
_____ of **Coos County**, and acknowledged the foregoing instrument to
be their voluntary act and deed as a duly authorized representative of **Coos County**.

Notary Public for Oregon,
My Commission Expires: _____

By: _____
Title: Bob Main, County Commissioner

STATE OF OREGON,)

) ss.
County of Coos.)

Personally appeared before me this ____ day of _____, 20____,
_____, who being duly sworn, did say that he/she is the _____
_____ of **Coos County**, and acknowledged the foregoing instrument to
be their voluntary act and deed as a duly authorized representative of **Coos County**.

Notary Public for Oregon,
My Commission Expires: _____

By: _____
Title: John Sweet, County Commissioner

STATE OF OREGON,)

) ss.
County of Coos.)

Personally appeared before me this ____ day of _____, 20____,
_____, who being duly sworn, did say that he/she is the _____
_____ of **Coos County**, and acknowledged the foregoing instrument to
be their voluntary act and deed as a duly authorized representative of **Coos County**.

Notary Public for Oregon,
My Commission Expires: _____

EXHIBIT A

The following described real property situated in the County of Coos, State of Oregon:

Commencing at the Northeast corner of Block 2 of Dixon's Park Addition to Myrtle Point, Coos County, Oregon, marked by a 5/8 inch rebar;
thence North 10° 00' East 30.00 feet to the Southeast corner of a parcel of land as described in Book 295, Page 175, Deed Records of Coos County, Oregon, herein referred to as the City Shop Parcel;
thence continuing North 10° 00' East 100.21 feet to the Northeast corner of said City Shop Parcel, marked by an iron pipe;
thence South 79° 57' 09" East 60.00 feet to the true point of beginning;
thence North 10° 00' East 200.05 feet;
thence South 80° 00' East 289.13 feet to the Westerly right of way of Highway 42;
thence Southerly along said Westerly right of way of Highway 42 to the Northeast corner of a parcel of land described in Microfilm No. 83-3-6979, Deed Records of Coos County, Oregon;
thence North 79° 58' 46" West 194.19 feet to the Northwest corner of said parcel described in Microfilm No. 83-3-6979, Deed Records of Coos County, Oregon;
thence North 79° 57' 09" West 183.21 feet to the true point of beginning.

City of Myrtle Point Agenda Item Report

To: Mayor Clayburn and City Council
From: Scott Nay, City Manager
Date: October 7, 2024
Re: Myrtle Point High School 2024-25 Yearbook
Business Ad.



BACKGROUND

The Myrtle Point High School Yearbook is requesting a business ad. They have provided a flyer/order form outlining ad opportunities. These types of requests can be determined by City Council at their discretion and are appropriate expense items. There are monies available in **The General Fund under City Council/Council Activities** line item. In FY 2023-24 council approved a quarter page ad for \$120. There is a budget of \$1000 in this fund and YTD balance in the Fund is \$1000. The ad would need to be paid before 2024-25 budget year end.

RELATED CITY POLICIES

None

COUNCIL OPTIONS

- Council can vote to purchase a business ad of any \$ amount using the funds available in the Council Activities Fund
- **Do Nothing**

CITY MANAGER'S RECOMMENDATION

No recommendation proposed. This is at City Councils discretion

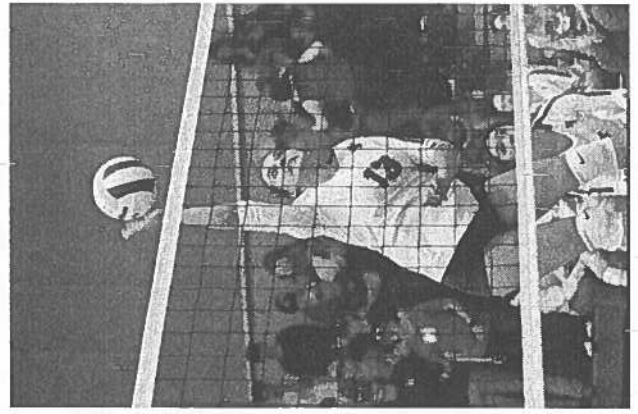
ATTACHMENTS

1. Flyer/order form showing various ad opportunities from MP High School Yearbook

MPHS

2024-25 Yearbook

Business Ads



Business Name _____

Contact Name _____

Address _____

Phone _____

Ad Size

☐ Full Page ~ \$360

☐ Half Page ~ \$200

☐ 1/4 Page ~ \$120

☐ 1/8 Page ~ \$60

☐ Donate a Yearbook ~ \$20

Myrtle Point High School Yearbook

717 4th Street

Myrtle Point, Oregon

97458

Phone: **541-572-1270**

Fax: **541-572-5221**

E-mail: mhughes@mps.k12.or.us

MPHS Yearbook Ad Receipt 2023-24

Business Name _____

Date _____

Ad Size _____

Amount Paid _____

MYRTLE POINT PUBLIC LIBRARY FOUNDATION

MONTHLY MEETING

SEPTEMBER 03, 2024

5:00 pm

MINUTES

President Huntley called the meeting to order at 5:04 pm. Directors attending: Carol Runde, and Barbara Caffey.

MINUTES: Sally moved the minutes be approved as written. Carol seconded. Motion passed. The secretary noted that the meeting date was wrong on the agenda.

TREASURER'S REPORT: The treasurer reported revenue from the garage sale of \$289.50, donations of \$32.50, and book sale revenue at \$460.89. Total revenue reported: \$782.89. No expenditures were reported.

BAZAAR: Sally moved approval of purchasing insurance for the bazaar and authorizing a check to be written. Barbara seconded. Motion passed.

BOOK SALE: The book sale brought in \$460.89. It was noted by the directors that more help was needed for set-up.

OTHER BUSINESS: Sally asked about an update to the flyers with brick pricing. Carol and Barbara will meet to discuss the CT-12, 990 ez and 990N forms that need to be prepared and submitted by November 15.

NEXT MEETING: The next meeting was set for Tuesday, October 01, at 5:00 pm. The meeting will be held in the library meeting room with the option of remote dial in.

There being no other business, the meeting adjourned at 5:28 pm.

Submitted by,

Barbara Caffey

Secretary

CITY MANAGER'S REPORT



TO: MAYOR & CITY COUNCIL
FROM: SCOTT NAY, CITY MANAGER
DATE: OCTOBER 7, 2024

Personnel

CONGRATULATIONS to Leadman Wayne Ramsey as he has been promoted to Public Works Director effective October 1, 2024.

City Manager out of office updates

- I will be out of the office from Wednesday Oct 16 - Saturday Oct 19-attending the LOC Annual Conference in Bend, OR.
- I will be on vacation in Hawaii (pre-planned 40th wedding anniversary)- Friday Nov. 1 – Sunday Nov. 10

Work Session for City Council

I am working on scheduling a Work Session “only” meeting for City Council members. Looking at potentially Monday Oct. 21, but more probable for December 16 or sometime in January. I will be having Waste Connections attend with the main agenda item being discussion about how best to roll out the new trash cans, provided by Waste Connections, to the City. Also, potential discussion on a recycle program for the city and general customer service discussion with Waste Connections. More to come on this as I get information in and dates set.

ODOT ADA/crosswalks project on Hwy. 42 update

ODOT is tentatively scheduling this project for Fall of 2026. They have sent us a conceptual plan/drawings which Wayne Ramsey and I reviewed and sent back with comments. This is still in the initial plans stage. They have asked about whether the City would like to reapproach the 3-Lane idea through the city limits. They could combine that project with the ADA project if City wanted to pursue that idea. We have some time to discuss this, and they would be willing to come back to city council with plans, traffic information, questions, etc. if we are interested.

PUBLIC WORKS DIRECTOR REPORT



TO: MAYOR & CITY COUNCIL
FROM: WAYNE RAMSEY, PUBLIC WORKS
DIRECTOR
DATE: OCTOBER 7, 2024

Rotary Park: The trees have been trimmed. The dangerous red cedar has been removed. Public works will be going and removing the myrtle trees on the east side of the old playground equipment area as per the arborist report. We are still waiting on a quote to put light(s) in the main gazebo area. Public works will have to dig a trench for the power lines. There will be 4 speed bumps around rotary park, which should be completed this week.

Water plant land slide: Work is continuing on the land slide. The inserta-valve was installed on the influent side. Mr. Wheeler has since dug out the bad soil, and is currently rebuilding the slope area. Work is scheduled to be completed soon.

Streets: Another round of patching is set to happen this week, all over town.

View Street: After brush pick up is completed, city crews will begin the work on View St. catch basin project.

POLICE CHIEF'S REPORT



TO: MAYOR & CITY COUNCIL
FROM: SCOTT ROBINSON, CHIEF OF POLICE
DATE: OCTOBER 7, 2024

Personnel Report:

- Nothing to report

Training and Activities

- Dispatch Merge update
- Narcotics Investigation Training
- Bay Area Fun Festival
- Harvest Festival

STAFF REPORT



TO: MAYOR & CITY COUNCIL
FROM: GINNY GROCE, ACCOUNTANT
DATE: OCTOBER 7, 2024

HEALTH INSURANCE OPEN ENROLLMENT

Through October 25.

QUARTERLY FILING

Federal, State, PLO.

FINANCIAL REPORT

LIBRARIAN'S REPORT



TO: MAYOR & CITY COUNCIL
FROM: AMY BRUNO LIBRARY DIRECTOR
DATE: 10/1/2024

Library Programs restarted in September Toddler Tuesdays have had between 4 and 6 kids each week. Wild Robot reading club had 5 kids and 3 adults who participated in the first week. Lego Thursdays have had 5, 3 and 2 kids, so I think we are off to a pretty great start. Boredom Buster Bags were very popular in September month (we gave out 17). Bigfoot at the harvest festival was terrific. We managed to hand out 150 bigfoot stickers, 2 lbs of tootsie rolls and 75 magnets with our hours on them. **Makedo** (construction sets for kids to build with cardboard) are now available for checkout by patrons. I anticipate these cool STEAM sets to be very popular.

Good News Coquille grand opening is October 11th and Haley from North-Bend has both donated computer carrels to us for our adult computer area and arranged to pick up the pallets of moving boxes (tentatively on the October 10th).

I love how popular everything has been since we reopened. I want to take this opportunity to thank you for all your hard work to help this library be the success that is.