



City of Sutherlin
Budget Presentations and Council Meeting
Monday, May 13, 2024
Civic Auditorium – 6:30 p.m.

AGENDA

Mayor Michelle Sumner
Council President Hamilton
Councilors Dagel, Groussman, Smalley, Whitaker and Woods

6:30 – Urban Renewal Budget Presentation

6:45 – City Budget Presentation

7:00 – Regular Council Meeting

- 1. CALL TO ORDER / FLAG SALUTE**
- 2. ROLL CALL**
- 3. INTRODUCTION OF MEDIA**
- 4. PUBLIC COMMENT**

[The purpose of citizen comment is to allow citizens to present information regarding agenda items only. A time limit of three minutes per citizen shall apply.]

5. CONSENT AGENDA

- a. April 8, 2024 – Meeting Minutes
- b. MOC – Liquor Application Approval

6. COUNCIL BUSINESS

- a. Public Hearing – Plan Amendment/Zone Change
- b. Ordinance – Plan Amendment/Zone Change (first reading, title only)
- c. 2024-2027 SPOA Contract Approval
- d. Resolution 2024.10 – Douglas County Multi-Jurisdictional Natural Hazard Mitigation Plan
- e. Resolution 2024.11 – USDA Compost and Food Waste Reduction Pilot Project
- f. Resolution 2024.12 – Urban Renewal Minor Amendment

7. CITY MANAGER REPORT (verbal)

- a. Hastings Village Update

8. CITY COUNCIL COMMENT

9. PUBLIC COMMENT

[The purpose of citizen comment is to allow citizens to present information regarding items off the agenda. A time limit of three minutes per citizen shall apply.]

10. ADJOURN

Join Zoom Meeting

<https://us06web.zoom.us/j/85390107213?pwd=H888ZsyD9mLypONiKikO0Sb8dZQ1Wi.1>

Zoom Attendees: If you would like to speak during Public Comment periods, you will need to contact the City Recorder's Office @ admin@ci.sutherlin.or.us no later than 3 p.m. the day of the meeting and provide your full name, address, email, and topic of discussion. If you have any questions, contact the City Recorder @ 541-459-2856.

Members of the audience who wish to address the Council will be invited to do so. Speakers must use the microphone stating their name and address prior to addressing the Council.

If you have a disability that requires special materials, service, or assistance, please call 541.459.2856 at least 48 hours prior to the meeting to arrange for accommodations



Call to Order & Flag Salute





ROLL CALL





Introduction Of Media





PUBLIC COMMENT

Agenda Items only





Consent Agenda



CITY OF SUTHERLIN
City Council Meeting
Civic Auditorium
Monday, April 8, 2024 – 7:00pm

COUNCIL MEMBERS:

Gary Dagel, Joe Groussman, Debbie Hamilton, Shawn Smalley, Larry Whitaker, and Lisa Woods

MAYOR: Michelle Sumner

CITY STAFF: City Manager, Jerry Gillham
City Recorder, Melanie Masterfield
Finance Director, Tami Trowbridge
Finance & Administrative Asst., Lindsay Priest
Public Works Director, Aaron Swan
Community Development Director, Kristi Gilbert
Police Chief, Troy Mills
Fire Chief, Mike Lane
Livability Services Director/Library Director, Pat Lynch
City Attorney, Chad Jacobs (via Zoom)

Meeting called to order by Mayor Sumner at 7:00 p.m.

Flag Salute: 7:00 p.m.

Roll Call: Councilor Whitaker – Excused; Councilor Groussman via Zoom

Introduction of Media: None

****Mayor Sumner made an announcement for Zoom attendees****

PUBLIC COMMENT (agenda items only)

- Bob Moczowski – Asked for clarification and information regarding the two grants the City has received and what they are going to be used for. Expressed concern for the lack of transparency with the City. Also reported an individual from Hastings Village walking down Hawthorne street yelling obscenities, screaming, and threatening to kill people.
- Kim Kulland – Expressed excitement for the Workforce Housing development on Oak St. and concern for the width of Oak St. with the rise in traffic once the development is constructed.
- Kaare Kulland – Expressed excitement for Workforce Housing. Suggested notification to the surrounding homes owners would be helpful as development moves forward.
- Karen Meier – Voiced confusion for the Oak St. development funding and grants the City has received.
- Alyssa Russell – Voiced concerns for Oak St. development and safety.
- Kim Eder – Expressed discontent for the lack of notice for homeowners surrounding the Oak St. development.

PRESENTATIONS

- **Saving Grace Pet Adoption Center**

Megan Gram – Trap, Neuter, Return (TNR) community cat program is coming to Sutherlin, to humanely control the cat population and reduce the number of cats coming into the shelter. Saving Grace is asking the city for contributions toward the TNR program.

CONSENT AGENDAS

- **March 11, 2024 Minutes – Regular Meeting**
- **Liquor Application – Cholos Taqueria & Mariscos**

MOTION made by Councilor Dagel to approve Consent Agendas as presented; second by Councilor Hamilton.

Discussion: None

In favor: Councilors Dagel, Smalley, Groussman, Hamilton and Mayor Sumner

Opposed: Councilor Woods

Motion carried.

COUNCIL BUSINESS

- **Public Hearing & Resolution 2024.09 – Supplemental Budget Adjustment**

Staff Report – Tami Trowbridge, Finance Director – At the time the budget was prepared, Business Oregon provided no indication that an opportunity to make interest only payments on the Nonpareil Water Treatment Plant upgrade would be available. An adjustment is needed to make this payment.

Mayor Sumner opened Public Hearing at 7:29 p.m.

Mayor Sumner asked for public comment. *None given.*

Mayor Sumner closed Public Hearing at 7:29 p.m.

- **Resolution 2024.09 – Supplemental Budget Adjustment**

MOTION made by Councilor Hamilton to approve Resolution 2024.09 – Supplemental Budget Adjustment as presented; second by Councilor Woods.

Discussion: None

In Favor: Councilors Dagel, Smalley, Groussman, Hamilton, Woods and Mayor Sumner

Opposed: None

Motion carried unanimously.

- **Ordinance 1096 – Amending SMC Ch. 2.05.050 – Public Comment at City Council Meetings (second reading & adoption)**

City Recorder read Ordinance by title only: *“An Ordinance of the City of Sutherlin amending chapter 2.05.050 of the Sutherlin Municipal Code. Related to public comment at City Council meetings.”*

Staff Report – City Attorney, Chad Jacobs – Ordinance 1096 creates procedures to allow for virtual public participation during City Council meetings.

MOTION made by Councilor Woods to approve Ordinance 1096 – Amending SMC Ch. 2.05.050 – Public Comment at City Council Meetings as presented; second by Councilor Groussman.

Discussion: None

In Favor: Councilors Dagel, Smalley, Groussman, Hamilton, Woods and Mayor Sumner

Opposed: None

Motion carried unanimously.

- **Budget Committee Appointment**

Staff Report – City Recorder, Melanie Masterfield – The City has one vacancy on the Budget Committee with a term ending December 31, 2025. The City received one application for consideration from Brian Biss.

Mayor Sumner invited applicant to speak on his behalf.

Brian Biss introduced himself and explained his background and experience. Loves what’s going on in Sutherlin and wants to be a part of it.

MOTION made by Councilor Dagel to Brian Biss to Budget Committee – term ending December 31, 2025 as presented; second by Councilor Smalley.

Discussion: Councilor Hamilton questioned his length of residency – one month.

In Favor: Councilors Dagel, Whitaker, Smalley, Groussman, Woods and Mayor Sumner

Opposed: Councilor Hamilton

Motion carried.

- **Public Hearing & Findings of Fact Approval – Method of Procurement of CM/GC Services**

Mayor Sumner opened Public Hearing at 7:37 p.m.

Mayor Sumner asked if any council members wished to disclose any conflicts of interest, ex parte contact or personal bias? **None given.**

Staff Report – Community Development Director, Kristi Gilbert – For the Fire and Police Departments seismic building rehabilitation, a procurement method of Construction Manager/General Contractor Services is needed during the design phase.

Testimony in favor. **None given.**

Testimony in opposition. **None given.**

Neutral parties who wished to speak. **None given.**

Additional staff comments. **None given.**

Council questions/comments. **None given.**

Mayor Sumner closed the Public Hearing at 7:40 p.m.

- **Approval – Findings of Fact**

MOTION made by Councilor Hamilton to approve Findings of Fact as presented; second by Councilor Woods.

Discussion: None

In Favor: Councilors Dagel, Smalley, Groussman, Hamilton, Woods and Mayor Sumner

Opposed: None

Motion carried unanimously.

REPORTS

- **Workforce Housing & Homelessness Grants Discussion**

Livability Services Director, Pat Lynch – There are two separate grants the City has been rewarded, for two different projects. The City has not received the grants yet. The homelessness grant is from the Senator's office in the amount of \$650,000. The Workforce Housing grant is from the Governor's office in the amount of \$2.85 million. The City has not acquired the land yet for the Workforce Housing project, the plan is in early preliminary stages.

➤ Councilor Hamilton – Can you explain the Council created Task Force? **Lynch – The committee will discuss plans for both individual projects. The Task Force has not met yet because information is not available currently. Oak Street Commons (Workforce Housing) and Homelessness are two separate projects that have nothing to do with each other. They are, however, guided by the same task force.**

➤ Mayor Sumner cited the article in The News Review and the incorrect information that was stated.

➤ City Manager, Jerry Gillham, added further clarification.

Further discussion ensued.

CITY MANAGER REPORT (verbal)

- Hastings Village Manager, Dana Foley, updated council on Hastings Village.
 - Eight steel, A-frame structures have been built. These are removeable, reusable and indestructible.
 - Six tents remain and will not be replaced when they become unlivable.
 - One water line is being used for showers.
 - Adapt is available to the residents every Friday.

CITY COUNCIL COMMENT

Councilor Dagel

- None

Councilor Smalley

- None

Councilor Groussman

- None

Councilor Hamilton

- None

Councilor Woods

- Ford's Pond looks good.

Mayor Sumner

- Coffee with the Mayor is cancelled in May and will resume in June.

PUBLIC COMMENT (Off Agenda Items)

- Karen Meier – Disappointed with Council's decision regarding multiple people living in a house on Sixth and Grant.

ADJOURNMENT

With no further business, meeting adjourned at 8:26 p.m.

Approved:

Jerry Gillham, City Manager

Respectfully submitted by,

Melanie Masterfield, City Recorder, CMC

Michelle Sumner, Mayor



126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
Fax: 541-459-9363
www.cityofsutherlin.com

City of Sutherlin

STAFF REPORT					
Re: Special Events Liquor Waiver – Music Off Central				Meeting Date:	May 13, 2024
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: City Recorder, Melanie Masterfield				City Manager Review	<input checked="" type="checkbox"/>
Attachments: User Agreement					

WHAT IS BEING ASKED OF COUNCIL?

To approve the use of alcohol in Central Park for the 2024 Music Off Central events.

EXPLANATION

This event is starting its eleventh season and is co-sponsored by the City, Chamber of Commerce, and Sutherlin Downtown Development, Inc. Our current code (12.36.270) requires a permit with insurance liability waiver. As such, SDDI has liability insurance and while the city too is a co-sponsor this requirement of the code is therefore met.

OPTIONS

N/A

SUGGESTED MOTION(S)

Since this agenda item is included in the Consent Agenda, the suggested motion is to approve the Consent Agenda as presented. However, if pulled from the Consent Agenda, a separate motion will be required to approve, amend, or not approve the use of alcohol in Central Park for the 2024 Music Off Central events.



City of Sutherlin

PARK AND FACILITY USE AGREEMENT/PERMIT

SECTION I: USER INFORMATION

Name/Organization: Music off Central Today's Date: 1/10/24
Phone: 541-580-5489 Email: hammy51@hotmail.com
Event/Activity: Music off Central Date of Event: July 11, 18, 25
Hours of Use: NOON to 10 pm Aug 1, 8, 22

SECTION II: FACILITIES/GROUNDS REQUESTED

✓		PAID	✓		NO CHARGE
	Community Center – Main		✓	Central Park	
	Community Center – Main w/ Kitchen		✓	Festival Grounds <u>parking</u>	
	Community Center – Meeting Room			Ford's Pond	
✓	Community Center – Meeting Room w/ Kitchen		✓	Hartley Park	
	Community Center – Kitchen Only			Pavilion – Central Park	
	Community Center – Entire Center			Pavilion – Red Rock Grounds	
	Community Center – Deposit (\$150)			Red Rock Sports Park	
	Half Shell & Stage – Deposit (\$250)			Rodeo Grounds	
✓	Half Shell & Stage – Resident				
	Half Shell & Stage – Non-Resident				

ACTIVITY/ EVENT INFORMATION

Is the activity open to the public? Yes ☒ No ☐ If yes, liability insurance required as described in "Rules of Use"

Alcohol Present? Yes ☒ No ☐ If yes, OLCC and/or Alcohol use permit required date: Individual providers

EXCLUDING COMMUNITY CENTER, are utilities required? Yes ☒ No ☐

Check if service is needed: Water ☒ Electricity ☒

SECTION III: RULES OF USE

- LIABILITY:** During event or period of activity, User may be required, at own expense, to provide a certificate of general liability insurance naming the City and its elected officials, officers, employees, volunteers, and agents, as additional insured, with a 30-day notice of cancellation in an amount not less than \$2 million combined limit per occurrence. User will be required to file with the City a certificate of insurance with specific date of the event and an endorsement showing the City as an additional insured before using City property.



COUNCIL BUSINESS





126 E. Central Avenue
Sutherlin, OR 97479
541-459-2857
Fax: 541-459-9363
www.cityofsutherlin.com

City of Sutherlin

STAFF REPORT					
Re: Public Hearing - Plan Amendment & Zone Change (Short, Ryan and Short, Brent), Planning File No. 24-S002				Meeting Date:	5/13/2024
Purpose:	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input checked="" type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Jamie Fugate, City Planner and Kristi Gilbert, Community Development Director				City Manager Review	<input type="checkbox"/>
Attachments: Notice with maps and Planning Commission Staff Report					

WHAT IS BEING ASKED OF COUNCIL?

The Council will conduct a public hearing and receive written and oral testimony from parties in favor and/or opposition, as well as neutral comments for the above referenced application.

EXPLANATION

First evidentiary public hearing was held before the Planning Commission on March 19, 2024. Planning Commission declared parties and received written and oral testimony to this action. The public hearing was followed by a unanimous vote of the Commission to recommend that Council approve requested plan amendment (from Community Commercial to High Density Residential) and zone change (from Community Commercial to Multifamily Residential), subject to reported findings of fact. Notice of the public hearing before Council was provided at least 20 days prior to the hearing, as required to Section 4.2.150.G of the Sutherlin Development Code. The subject 0.14 acre portion of land is located south of E. Central Avenue and is described as T25S, R5W, S16CC, Tax Lot 402; Property ID No. R154546, and is addressed as 0 E. Central Avenue.

OPTIONS

1. Close the public hearing, or
2. Make a motion.

SUGGESTED MOTION(S)

Not Applicable.



City of Sutherlin

Administration
126 E. Central Avenue
Sutherlin, OR 97479
(541) 459-2857
Fax (541) 459-9363
www.cityofsutherlin.com

NOTICE OF ORDINANCE ENACTMENT

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF SUTHERLIN COMPREHENSIVE PLAN MAP AND ZONING MAP TO AMEND THE COMPREHENSIVE PLAN MAP FROM COMMUNITY COMMERCIAL TO HIGH DENSITY, CONCURRENT WITH A ZONING MAP CHANGE FROM COMMUNITY COMMERCIAL (C-3) TO MULTIFAMILY RESIDENTIAL (R-3) ON A 0.13+ ACRE PORTION OF THE 0.26 ACRE SUBJECT PROPERTY, DESCRIBED AS A PORTION OF TAX LOT 400 IN SECTION 16CC OF T25S, R05W. THE SUBJECT PROPERTY IS LOCATED AT 628 E. CENTRAL AVENUE AND DESCRIBED HEREIN.

THIS ORDINANCE WILL BE CONSIDERED BY COUNCIL AT THE REGULAR COUNCIL MEETING OF

**FIRST READING: MONDAY, MAY 13, 2024 @ 7PM
SECOND READING (if first reading approved):
MONDAY, JUNE 10, 2024 @ 7PM
CIVIC AUDITORIUM - 175 E. EVERETT AVENUE**

Questions or copies of this Ordinance may be viewed by interested persons at the office of City Recorder, 126 E. Central Avenue, Sutherlin, Oregon, between the hours of 9:00 a.m. and 5:00 p.m., weekdays. A copy of this Ordinance may be purchased by interested persons for a sum determined to cover the City's expense for providing the copy.

Pursuant to Section 30 (b) (c) of the Sutherlin City Charter, this notice has been posted at the following locations: Sutherlin City Hall; Sutherlin Post Office; Sutherlin Library; Sutherlin Visitor's Center and the City's website, www.cityofsutherlin.com.

Posted this day, May 3, 2024
By Melanie Masterfield
City Recorder



City of Sutherlin

Community Development
126 E. Central Avenue
Sutherlin, OR. 97479
(541) 459-2856
Fax (541) 459-9363
www.cityofsutherlin.com

NOTICE OF PUBLIC HEARING PLAN AMENDMENT & ZONE CHANGE – 628 E. CENTRAL AVE

Date of Notice: April 18, 2024

NOTICE IS HEREBY GIVEN that the Sutherlin City Council will conduct a public hearing on **Monday, May 13, 2024 at 7:00 p.m.** in the Sutherlin Civic Auditorium, 175 E. Everett Street. The purpose of the public hearing is to take public testimony, either written or oral, while considering the following land use applications:

RYAN SHORT and BRENT SHORT, request for a Comprehensive Plan Map Amendment from Community Commercial to High Density and Zone Map Change from (C3) Community Commercial to (R3) Multifamily Residential on a 0.13± acre portion of the 0.26 acre property located on the south side of E. Central Avenue and inside the City of Sutherlin. The subject property is described as Tax Lot 400 in Section 16CC, T25S, R5W, W.M., and Property I.D. No. R137065. **PLANNING DEPARTMENT FILE NO. 24-S002.**

The application is being processed as a Type IV procedure, governed by the applicable Statewide Planning Goals and Oregon Administrative Rules, the Sutherlin Comprehensive Plan and Sections 4.8 and 4.11 of the Sutherlin Development Code. During the public hearing, the City Council will review the above-referenced application for conformance with the applicable criteria. The Sutherlin Planning Commission conducted a public hearing to review the above-referenced application on March 19, 2024 for conformance with the applicable criteria, and moved to forward a favorable recommendation to City Council to approve the request. On May 13, 2024, the City Council will conduct a public hearing to consider the proposed request and, after the public hearing, will make a decision on the matter.

Pursuant to Sections 4.2.150.G of the Sutherlin Development Code, notice of this Type IV land use action before the City Council has been mailed to the applicant and property owners of the subject property, those persons or agencies who provided testimony during the Planning Commission proceedings, and those persons who requested notice of the Planning Commission recommendation. Written statements must contain the name, address and telephone number of the person filing the statement; how the person qualifies as a party; comments the party wishes to make concerning the application, and whether the person desires to appear and be heard at the hearing. Written statements must be filed with the Community Development Department, 126 E. Central Avenue, Sutherlin, Oregon, 97479, no later than 5:00 p.m. on May 6, 2024.

The public hearing will include presentations of the City staff and the applicant. Parties in support, opposition or with neutral comments will then be heard, as well as rebuttal by the applicant. Failure of an issue to be raised at the hearing, whether in writing or by oral testimony, or failure to provide statements or evidence in sufficient specificity to afford the City Council and parties an opportunity to respond to the issue, will preclude an appeal on that issue and may thereafter bar any legal standing in the event of an appeal.

A copy of the application and supporting documents and evidence, and the applicable criteria are available for inspection at no cost and copies can be provided at reasonable cost. The City Council staff report will be available for inspection at no cost at least seven days prior to the hearing and copies can be provided at reasonable cost. For more information on this application, please contact the Community Development Department at 541-459-2856 during normal business hours.

VICINITY MAP
T25S R5W SEC 16

24-S002
SHORT & SHORT

SUTHERLIN CITY LIMITS

SUTHERLIN

SUBJECT
PROPERTY

E CENTRAL AVE

E EVERETT AVE

WAITE ST

S STATE ST

C.O.P.R.

S CALAPOOIA ST

E CENTRAL AVE

**AREA OF PROPOSED
PLAN AMENDMENT
& ZONE CHANGE**

WAITE ST

E EVERETT AVE

EDELMAN TRUST
DATED 10/31/2023

ZOLEZZI
LIVING TRUST

E CENTRAL AVE

**AREA OF PROPOSED
PLAN AMENDMENT
& ZONE CHANGE**

**SHORT
& SHORT**

FIRST COMMUNITY
CREDIT UNION

DG STRATEGIC
II LLC

WAITE ST

CENTRAL AVE
INVESTMENTS LLC

**SHORT &
SHORT**

**SHORT &
SHORT**

E EVERETT AVE



City of Sutherlin

Community Development

126 E. Central Avenue

Sutherlin, OR 97479

541-459-2856

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www.cityofsutherlin.com

March 12, 2024

STAFF REPORT

TO: Sutherlin Planning Commission

FROM: Jamie Fugate, City Planner

RE: **RYAN SHORT and BRENT SHORT**, request for a Comprehensive Plan Map Amendment from Community Commercial to High Density and Zone Map Change from (C3) Community Commercial to (R3) Multifamily Residential on a 0.13± acre portion of the 0.26 acre property located on the south side of E. Central Avenue and inside the City of Sutherlin. The subject property is described as Tax Lot 400 in Section 16CC, T25S, R5W, W.M., and Property I.D. No. R137065. **PLANNING DEPARTMENT FILE NO. 24-S002.**

STAFF EXHIBITS

1. Notice of Public Hearing
2. DLCD Notice of Proposed Amendment with email of submittal
3. Copy of legal notice posted in the *News Review*
4. Property Owners within 100 Feet
5. Staff Report with Responses Attached and labels of mailing
6. Comprehensive Plan & Zone Change applications and attachments
7. Vicinity Map
8. Assessor Map
9. Comprehensive Plan Map
10. Zoning Map
11. Aerial Map

INTRODUCTION

The applicant(s), Ryan Short and Brent Short, are requesting a Comprehensive Plan Map Amendment from Community Commercial to High Density and Zone Map Change from (C-3) Community Commercial to (R-3) Multifamily Residential on a 0.13± acre portion of the subject property.

RYAN SHORT and BRENT SHORT

March 12, 2024

This staff report concerns a proposed Plan Amendment and Zone Change. Current law requires Planning Commission and City Council approval of any amendment to the Sutherlin Comprehensive Plan and Zoning Maps. The property owners request a Plan Amendment and Zone Change from a Community Commercial (CC) plan designation to a High-Density (RA) plan designation together with a change of current zoning from Community Commercial (C-3) to (R-3) Multifamily Residential on a 0.13± acre portion of the 0.26 acre subject property to allow for future development of a duplex. The subject property proposed for amendment is located on E. Central Avenue, just east of Waite Street and is in an area of mixed residential and commercially zoned properties. The subject property is described as Tax Lot 400 of Section 16CC, T25S, R05W, W.M.; Property ID No. R137065. The subject property is owned by the applicant(s) who are making this request.

During the public hearing on March 19, 2024, the Planning Commission will accept public testimony and make a recommendation to City Council on the application after the public hearing. As part of the hearing, the Planning Commission will review the applicant's request for compliance with the Statewide Planning Goals and the general goals and policies of the Sutherlin Comprehensive Plan and the applicable criteria of the Sutherlin Development Code (SDC) and adopt Findings of Fact.

After the public hearing, the Planning Commission must make a written recommendation and forward it to the City Council in the form of a Findings of Fact and Decision document, which justifies its decision and recommendation. The Council will consider the Commission's recommendation, hold a public hearing, and make a decision to grant, amend or deny the request.

PROCEDURAL FINDINGS OF FACT

1. The Comprehensive Plan Map Amendment and Zone Map Change applications were filed with the City on September 25, 2023, and were deemed complete on January 17, 2024.
2. Notice of Proposed Amendment was electronically submitted to the Department of Land Conservation and Development (DLCD) on February 12, 2024, which was at least 35 days prior to the first evidentiary public hearing on March 19, 2024.
3. Pursuant to Sections 4.2.140.C and 4.2.150.D, notice of the public hearing was given by publication in the News Review on March 1, 2024, which was at least fourteen (14) days prior to the date of the public hearing.
4. Notice of a Public Hearing on an application for the Comprehensive Plan Map Amendment and Zone Map Change before the Planning Commission was given in accordance with Sections 4.2.140.C and 4.2.150.D. Notice was sent to affected property owners of record within 100 feet of the subject property, service providers, and governmental agencies on February 27, 2024.
 - a. Mathew Hogan, Fair Housing Council of Oregon submitted an email stating that they would like to receive a copy of the staff report and all corresponding attachments for 24-S002 when its available.
 - b. At the time of the mailing of this staff report, no other written comments or remonstrances have been received.
5. Present Situation: The subject property has a pre-existing, non-conforming single family dwelling. The property will need to conform to the underlying zoning classification and Sutherlin Development Code.

6. Plan Designation: Community Commercial (CC). The applicant(s) are requesting a plan map amendment to the High Density (RA) plan designation on a portion of the subject property.
7. Zone Designation: Community Commercial (C-3). The applicant(s) are requesting a zone map amendment to the Multifamily Residential (R-3) zoning designation on a portion of the subject property.
8. Public Water: The subject property has public water from the City of Sutherlin.
9. Sanitary Sewer: The subject property has sanitary sewer from the City of Sutherlin within the right-of-way of E. Central Avenue.
10. Transportation System: E. Central Avenue where it fronts the subject property is designated a minor arterial street under the City of Sutherlin's Transportation System Plan (TSP).
11. Overlay: The subject property does not have any identified overlays.

Finding: The procedural findings noted above are adequate to support the Planning Commission's recommendation on the requested Comprehensive Plan Map Amendment and Zone Map Change.

APPLICABLE CRITERIA & FINDINGS

Pursuant to Section 4.11.110.C of the Sutherlin Development Code, the proposed amendment to the land use plan's text or map must be (1) consistent to the applicable statewide planning goals as adopted by the Land Conservation and Development Commission (LCDRC), and (2) consistent with the remainder of the comprehensive plan, including inventory documents and facility plans incorporated therein.

Based upon the application materials and information submitted by the applicant and other evidence provided, staff presents the following findings to address the applicable criteria:

CONSISTENCY WITH THE STATEWIDE PLANNING GOALS

1. **Goal 1- Citizen Involvement:** To provide for widespread citizen involvement in the planning process, and to allow citizens the opportunity to review and comment on proposed changes to comprehensive land use plans prior to any formal public hearing to consider the proposed changes.

Finding: Statewide Planning Goal 1 requires cities and counties to create and use a citizen involvement process designed to include affected area residents in planning activities and decision-making. Since acknowledgement of the City's Comprehensive Plan, the Sutherlin Planning Commission has been responsible for ensuring continued citizen involvement in planning matters and land use decisions. On February 27, 2024, City staff mailed copies of a Notice of Public Hearing to all owners of property within 100 feet of the subject property and public utility agencies. The same notice was published in the News-Review, a local newspaper of general circulation, on March 1, 2024. Written evidence relied on by the land use decision-making bodies (i.e. the applications and supporting material) was available for public review at Sutherlin City Hall seven days prior to the first public hearing. Sutherlin has fulfilled its citizen involvement process through early direct notification of nearby property owners, publication of a public hearing notice and contact information in the newspaper, and by facilitating informed public participation during the public hearing itself.

2. **Goal 2- Land Use Planning:** To establish a land use planning process and policy framework as a basis for all decisions and actions related to land use and to ensure a factual base for such decisions and actions.

Finding: Sutherlin's acknowledged Comprehensive Plan and implementing ordinances provide a State-approved process for land use decision making, and a policy framework derived from a proper factual base. The City's Comprehensive Plan and implementing ordinances provide the local criteria by which Applicant's request was judged. The subject property is within the Sutherlin City Limits Boundary, no exception to statewide planning goals are necessary.

3. **Goal 3- Agricultural Lands:** To preserve and maintain agricultural lands.
4. **Goal 4- Forest Lands:** To conserve forest lands for forest by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land....

Finding: The subject property proposed for amendment is currently designated CC by the City of Sutherlin Comprehensive Plan and is zoned C-3. The subject property is not agricultural or forest land as defined by Statewide Goals 3 and 4. The property is situated within the urban area and has been designated for urban use by the Sutherlin Comprehensive Plan. The proposed amendment does not involve the conversion of designated farm or forest land to urban use. Statewide Planning Goals Nos. 3 and 4 are not applicable to this requested amendment.

5. **Goal 5- Open Spaces, Scenic and Historic Area, and Natural Resources:** To conserve open space and protect natural and scenic resources.

Finding: Statewide Planning Goal 5 requires local governments to adopt programs that will protect natural resources and conserve scenic, historic, and open space resources for present and future generations. Goal 5 requires local governments to inventory natural resources such as wetlands, riparian corridors, and wildlife habitat. In addition, Goal 5 encourages local governments to maintain current inventories of open spaces, scenic views and sites, and historic resources. Significant sites must be identified and protected according to Goal 5 rules contained in the Oregon Administrative Rules, Chapter 660, Division 23.

Goal 5 resources within Douglas County and the City of Sutherlin have previously been inventoried and evaluated, and the City has completed a Local Wetlands Inventory (LWI). The property contains no known wetlands, riparian corridor or significant wildlife habitat. Also, no known historic or cultural resources exist on the site, and the property contains no open spaces or scenic areas as identified by the City of Sutherlin. The elevation of the property puts it well outside the flood plain of any area streams. Based on the foregoing findings, the requested will not conflict with any identified Statewide Planning Goal 5 Recourses.

6. **Goal 6- Air, Water and Land Resource Quality:** To maintain and improve the quality of air, water and land resources of the state.

Finding: Statewide Planning Goal 6 requires that air, land and water resources of the state be maintained and improved by assuring that future development, in conjunction with existing development, does not violate applicable state and federal environmental quality standards, and does not exceed the carrying capacity of local air sheds, degrade land resources or threaten the availability of such resources. Through previous legislation by the City of Sutherlin that development of the subject property with urban uses will not result in degradation of air, water and land resources within the Sutherlin urban area or surrounding areas. Furthermore, the City has sufficient regulatory measures in place to ensure that subsequent land use

activities on the subject site will be conducted in a manner that is consistent with, and will be in compliance with the purpose of Goal 6.

7. **Goal 7- Areas Subject to Natural Disasters and Hazards:** To protect life and property from natural disasters and hazards.

Finding: The subject property has not been identified in any inventory of areas of which to have the potential to be subject to natural disasters or hazards. The portion of the subject property proposed for an amendment is generally flat and is similar in topography to adjoining and nearby properties. The elevation of the site puts it well above any identified flood plain and any additional danger of flooding. Any subsequent development on the site will be subject to such review and be required to comply with all applicable development regulations. The requested amendment will not conflict with the purpose and intent of Statewide Planning Goal 7.

8. **Goal 8- Recreational Needs:** To satisfy the recreational needs of the citizens of the State and visitors and, where appropriate, to provide for the siting of necessary recreation facilities including destination resorts.

Finding: The subject property has not been designated by the City of Sutherlin as land needed to meet the recreational needs of the citizens of, or visitors to Sutherlin and the state of Oregon. Identified recreational needs have been provided for on other sites within the Sutherlin urban area. The property is currently zoned for commercial use and has no special geographic or natural advantages for recreational use, therefore the requested amendment does not conflict with Goal 8.

9. **Goal 9- Economic Development:** To provide adequate opportunities throughout the State for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Finding: The Sutherlin Comprehensive Plan contains specific policies for protecting and ensuring future economic development in the area is enhanced as discussed below in more detail under the local planning policies. The application for Plan Amendment and Zone Change affects 0.13± acres of land and conversion of said land will go from commercial to residential in order to offer more housing which will in turn potentially allow more residents to see employment opportunities locally allow the Sutherlin community to be more economically stimulated. Originally this unit of land was zoned residential and in 2001 went through the Plan Amendment and Zone Change process to its current plan and zone. With this being stated, commercial development was never proposed or constructed on the subject property. By going through this process, it will have some positive impact on the housing market to support the economic development and is therefore consistent with Statewide Planning Goal 9.

10. **Goal 10- Housing:** To provide for the housing needs of citizens of the State.

Finding: The subject property is currently designated CC by the Sutherlin Comprehensive Plan and is zoned C-3 for commercial uses. The property contains a pre-existing, nonconforming single family dwelling, with no existing commercial operation being conducted on the property. The City has a buildable lands inventory that was adopted in 2005 which states the following, in relevant parts, "*The ECO Northwest Buildable Lands Inventory (June 2005) finds that Sutherlin's Urban Growth Boundary had a total housing capacity of 1,214 dwelling units in 2005. Based on the current mix of zoning, approximately 372 of the units could be accommodated in the Medium Density (9 units per acre) and High Density Residential (15 units per acre) zones; another 423 units in the Low Density Residential (5 units per acres) zone; and 419 units in the Hillside Residential (2 units per acre) zone. The distribution appears to be consistent with Sutherlin's housing mix, which contained approximately 72 percent owner-occupied (single-family) housing in 2000.*"

(US Census, Table DP-1) This high proportion of single-family housing is, in part, a reflection of Sutherlin's place in the regional housing market...to accommodate a population of 12,878, the City of Sutherlin needs an additional 256 acres of buildable land for housing, and another 90 acres for streets, parks, school sites, and other public and institutional uses. The total shortfall of residential lands through the 2025 planning period is 345 acres. The shortage beyond 2025 is estimated to be 741-1,753 acres at different growth benchmarks. The BLI for the City of Sutherlin illustrates a clear need for more housing units and; therefore, the subject application is consistent with the findings in the BLI and will help the City accomplish the underlying goal and intent of the analysis. The aforementioned analysis demonstrates a full need for residential zoning due to a housing shortage that will be evident by the year 2025. The application for Plan Amendment and Zone Change will have no significant impact on the current inventory of land needed for residential development and is consistent with Statewide Planning Goal 10.

Finding: The proposal submitted would allow a portion of the property to go back to its original plan and zone prior to 2001 when a plan amendment and zone change was approved, taking it to a commercial designation. These applications, if approved would allow the subject property to be zoned at a residential zoning designation. Thus, allowing for more housing within the city limits and help with the need for residential housing. The property owner/developer has stated within the applications that the intent is to construct a duplex. This application is consistent with Statewide Planning Goal 10 and will benefit the needs of the citizens.

11. **Goal 11- Public Facilities and Services:** To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Finding: The subject property is within the Sutherlin City Limits. The lands are currently served by City water and sanitary sewer services. The applicant proposes a duplex unit on the 0.13± acre portion of the subject property, referenced in the introduction as a result of this proposal. The applicant has coordinated with the City regarding public facilities to assure adequate services. The subject property currently has one (1) water and sanitary sewer connection. Additional water and sanitary sewer can be facilitated from the existing mains located within the right-of-way of E. Central Avenue. Onsite sanitation will be provided as required by the City via an existing 6" line that travels south from E. Central Avenue to the subject property. The City will review the specific development plans for the site to determine any additional infrastructure requirements. The City will assure both capacity and ability to provide the required level of public facilities, as available, with sufficient infrastructure investment on the part of the owners. It can be expected that the property will be continued to be served by city water and sewer in the future, as well as other necessary public utilities. The proposed amendment affecting the subject property is not in conflict with Statewide Planning Goal 11.

The Sutherlin Fire Department provides fire protection, with the Sutherlin Police Department provide police services in the City of Sutherlin. Street maintenance, storm drainage and street lighting in the area are also provided by the City of Sutherlin. The design and installation of onsite storm drainage facilities will be the responsibility of the property owner(s)/developer, as needed, at time of the development. On the basis of the foregoing facts, the requested will not adversely impact the present or future provisions of public facilities and services in the area. Urban services appropriate for the subject property and the proposed residential designation is available and can be provided in a timely, orderly and efficient manner consistent with the purpose and intent of Statewide Planning Goal 11.

12. **Goal 12- Transportation:** To provide and encourage a safe, convenient and economic transportation system.

Finding: The statewide transportation goal is generally intended to be applied on a city-wide basis. Specific transportation-related policies and development standards are included within the Sutherlin Comprehensive Plan and land use ordinances to assure that the intent of the statewide transportation goal is implemented through the application of both state and local policies and standards at the time of development. The intent of Goal 12 is also implemented by the State Transportation Planning Rule (OAR 660, Division 12). OAR 660-12-060(1) requires that "amendments to functional plans, acknowledged comprehensive plans, and land use regulations which significantly affect a transportation facility shall assure that allowed land uses are consistent with the identified function, capacity, and level of service of the facility".

In order to ensure that a proposed land use change complies with the requirements of the Transportation Planning Rule, the City of Sutherlin has adopted the following standards for Plan Amendment applications:

- “(1) The applicant shall certify the proposed land use designations, densities or design standards are consistent with the function, capacity and performance standards for roads identified in the County Transportation System Plan.
 - (a) The applicant shall cite the identified Comprehensive Plan function, capacity and performance standard of the road used for direct access and provide findings that the proposed amendment will be consistent with the County Transportation System Plan.”
 - (b) The jurisdiction providing direct access (County or ODOT) may require the applicant to submit a Traffic Impact Study certified by a Traffic Engineer that supports the findings used to address §6.500.2.a(1)(a).”

The functional classifications of transportation facilities within the City of Sutherlin’s Transportation System Plan (TSP) are identified on Pages 45 and 46. There is one street identified under the TSP that is part of this proposal, which is E. Central Avenue. E. Central Avenue is designated a “Minor Arterial” along the frontage of the total property. According to the City of Sutherlin TSP, *“the primary function of a minor arterial is to provide access to through movement to traffic, distributing it to collector streets and principal highways, and providing limited land access. These streets are generally characterized by a three cross section, and should accommodate pedestrian and bicycle movements. Sutherlin’s minor arterials are designed with large rights-of-way (60 to 80 feet wide) with pavement widths of at least 48 feet. Minor arterials have limited or controlled access to them and have little or no on-street parking, Oregon’s Transportation Planning Rule requires bicycle lanes and sidewalks along minor arterials. Bicycle lanes are required on minor arterials even if they do not generate significant bicycle traffic.”*

As previously noted, the 0.13± acre portion of the subject 0.26 acre site is situated adjacent too E. Central Avenue, with direct access onto the street. E. Central Avenue is improved to a two-lane paved street with a center turn lane, curbs/gutters, sidewalks and bike lane where it fronts the subject property. At the present time, the public roads in the area are and have been adequate to accommodate existing traffic volumes generated by the use on the properties along E. Central Avenue.

Commercial zoned properties typically have the most intensified amount of traffic and place the most significant amount of stress on the transportation system. The proposed application would allow the transition of a portion of the subject property from commercial to residential. According to the ITE, a single family dwelling is anticipated to yield 9.5 average daily trips. The property owners will more than likely improve the 0.13 acre portion with one duplex unit, which would equate to 19 additional daily trips. The additional trips are nominal and the existing street network in the area has ample capacity to withstand the additional trips.

The proposed map amendments will not cause a change in the existing level of service of the area road system. Further, existing development standards in place in the Sutherlin Development Code will help to insure any future residential development approval of the property and its associated impacts will be in compliance with the TSP. The requested amendment meets the requirements of Statewide Planning Goal 12.

13. **Goal 13- Energy Conservation:** To conserve energy.

Finding: The Statewide Planning Goal 13 requires that land uses shall be managed and controlled to maximize the conservation of all forms of energy, based upon sound economic principles. The subject property is situated within an established urban area where its subsequent development will promote the efficient energy-related use of existing and planned facilities. Major public facilities and services are immediately adjacent to the site, thus reducing the energy-related inefficiencies associated with extending such services beyond existing urban development. Furthermore, specific energy conservation policies and development standards are included within the Sutherlin Comprehensive Plan, Sutherlin Development Code and Building Codes to ensure that the energy conservation is implemented on a site-specific basis at time of development. The proposal is consistent with principles of efficient land use and energy efficiency and Statewide Planning Goal 13.

14. **Goal 14- Urbanization:** To provide for an orderly and efficient transition from rural to urban land use.

Finding: Statewide Planning Goal 14, to provide for an orderly and efficient transition from rural to urban land use and provides procedures for establishing or expanding an Urban Growth Boundary (UGB). The urbanization goal requires that land within the UGB, “...shall be considered available over time for urban uses.” As previously stated within the staff report, the subject property is currently located within the Sutherlin City Limits and the Sutherlin UGB. The state has previously acknowledged the lands within Sutherlin as following the intent of Statewide Planning Goal 14.

COMPLIANCE WITH SUTHERLIN DEVELOPMENT CODE ZONE MAP AMENDMENTS CRITERIA (SECTION 4.8) and AMENDMENTS TO THE SUTHERLIN DEVELOPMENT CODE and LAND USE PLANS (SECTION 4.11)

Section 4.8.110.C – Criteria of Amendment. The planning commission shall approve, approve with conditions or deny an application for a quasi-zoning map amendment based on all of the following criteria:

“The planning commission’s recommendation and the city council’s decision shall be based on the following approval criteria”:

1. *Demonstration of compliance with all applicable comprehensive plan policies and map designations. Where this criterion cannot be met, a comprehensive plan amendment shall be a prerequisite to approval;*

Finding: The proposed zone map amendment is being reviewed in conjunction with a Comprehensive Plan amendment to change on a 0.13± acre portion of the subject 0.26 acres from community commercial to high density. Comprehensive Plan policies and goals are listed below in the next section and will be addressed adequately.

2. *Demonstration that the most intense uses and density that would be allowed, outright in the proposed zone, considering the sites characteristics, can be served through the orderly extension of*

urban facilities and services, including a demonstration of consistency with OAR 660-012-0060; and

Finding: The subject property is located within the existing Sutherlin UGB and Sutherlin City Limits and is currently served with urban services. The proposed amendment would allow the property owner(s) to develop the 0.13 acre property with a residential permitted use, consistent with adjacent properties to the south.

3. *Evidence of change in the neighborhood or community, or a mistake or inconsistency between the comprehensive plan or zoning district map regarding the subject property which warrants the amendment.*

Finding: The requested application is not the result of a mistake or inconsistency between the comprehensive plan or zoning district map. This property was originally designated high density, in 2001 the subject property went through a plan amendment and zone change process to community commercial. A property line adjustment application has been tentatively approved to adjust the existing two (2) lots-of-record, in which would leave the adjacent lot-of-record to E. Central Avenue zoned community commercial and this lot-of-record to be designated to residential.

Section 4.11.110.C Approval Criteria. The planning commission's recommendation and the city council's decision shall be based on the following approval criteria.

1. *The proposed amendment is consistent with applicable statewide planning goals as adopted by the Land Conservation and Development Commission; and*

Finding: Findings for the statewide planning goals adopted by Department of Land and Conservation and Development (DLCD) are addressed on an individual basis in previous section of this document. Each of the applicable goals contains findings of compliance, and no exceptions to those goals are proposed. The Plan Amendment and Zone Change satisfy the statewide planning goals.

2. *The proposed amendment is consistent with the remainder of the comprehensive plan, including inventory documents and facility plans incorporated therein.*

Finding: The proposed amendment is consistent with remainder of the comprehensive plan, including inventoried documents and facility plans therein.

HOUSING ELEMENT

Housing Element Policy C3: *Ensure that city ordinances provide the maximum opportunity for a variety of housing types by using innovative residential development techniques such as planned unit development and cluster development:*

Finding: The subject application is consistent with the vision of this particular policy. The subject property is smaller in size, yet the property owner(s) intend to maximize its potential by developing this portion of the subject property with housing, which falls in line with the intent of Sutherlin Housing Element Policy C3 (innovative residential development techniques in order to accomplish facilitating more housing units to the Sutherlin area). The City of Sutherlin completed an adjustment of the city limits and urban growth boundary, including an exchange of lands for both residential and commercial uses. The City determined that there is 2,211.96 acres of residentially zoned land (54% of lands within the city) and 250.52 acres of commercially zoned land (6% of lands within the City). The 2005 Buildable Lands Inventory

anticipates a need for 1,221 additional dwelling units, as shown on Table 2 (Eco Northwest) and the City's 2005 twenty-year supply of residential land is insufficient to accommodate the population forecast in order to facilitate to such a need. The proposed residential development will allow the full 0.13± acres to be utilized in a residential capacity. The development of this site is consistent with the need for more dwelling units in the Sutherlin area as set out in the BLI and the most recent City findings and analysis referenced in the urban growth boundary adjustments for Sutherlin.

PUBLIC FACILITIES PLAN ELEMENT

Policy A1: The City shall ensure that appropriate support systems are installed prior to or concurrent with the development of a particular area. Costs of constructing water and sewer ties to new developments shall be borne by the developer.

Policy A14: Ensure that as new development occurs, public facilities and services to support the development are available or will be available within a reasonable time.

Policy A20: New development, including but not limited to subdivisions, residential or commercial, or industrial construction, should be responsible for constructing, paying for, or depositing funds for an improved street with curbs, gutters, sidewalks, as well as sewer, water, storm drainage facilities, fire hydrants, and street lights, in addition to all utilities.

Finding: The purpose of the map amendments is to facilitate new residential use on a portion of the subject property according to the standards prescribed in the R-3 zone. There are existing water and sanitary sewer connections that serve the subject property. Sanitary sewer will be facilitated from a six-inch line coming from the north (E. Central Avenue) and water can be facilitated E. Central Avenue right-of-way. The property owners will be responsible for installing any future infrastructure dictated by future development on the property as appropriate in accordance with the Public Facilities Plan and the Sutherlin Development Code.

The Plan Amendment and Zone Change will not create additional need for public facilities at this time (beyond the typical extensions on to the subject property in conjunction with residential utilities facilities that will serve the proposed residential development). Any improvements for those public facilities necessary as a result of future residential development at the site will require the property owner(s)/developer to participate in funding those improvements. The extent to which public facilities and services are required to serve the property will be determined at the time a specific development proposal is reviewed. The requested Plan Amendment and Zone Change are consistent with the Public Facilities Plan.

LAND USE ELEMENT

Land Use Policy A1: Conversion of urbanizable land to urban uses shall be based on consideration of:

- A. Orderly, economic provision for public facilities and services;*
- B. Availability of sufficient land of various use designations to ensure choices in the marketplace;*
- C. Conformance with statewide planning goals; and*
- D. Encouragement of development within urban areas before conversion of non-urban areas.*

Land Use Policy A2: Work toward development of "open" lands identified as suitable for development within the existing city limits before annexing additional lands.

Finding: The subject property is located inside the Sutherlin City Limits. The property has commercial zoning adjacent to the north, east and west which is consistent with property being directly off a main road (E. Central Avenue). The portion of the subject property proposed for the amendment is located off of E. Central Avenue and a commercial designation is not appropriate. The subject property is otherwise surrounding by residential type zoned properties. As discussed previously under *Consistency with the Statewide Planning Goals*, public facilities and services are readily available to the site except as noted. Also, the property is located in immediate proximity to the other R-3 zoning to the south and C-3 zoning to the north, east and west (properties adjacent to E. Central Avenue). The proposed R-3 zoning will support the proposed residential uses on the site.

The subject property and surrounding properties, as mentioned above, are currently designated commercial and residential land in the Comprehensive Plan. The applicant proposes to change the existing CC designations to RA on 0.13± acre portion of the subject property to allow high density residential development of the property. The applicant has also submitted a Zone Change request to allow implementation of the proposed RA plan designation via the R-3 zone on a portion of the subject property. The Zoning Map amendment to R-3 will be consistent with the requested RA plan designation.

Finding: The proposed Plan Amendment and Zone Change will conform to the Sutherlin Comprehensive Plan, including the land use map and written policies.

CONCLUSION

City Staff recommends that the Planning Commission forward a recommendation for approval to the Sutherlin City Council of the requested Comprehensive Plan Map Amendment from Community Commercial to High Density and Zone Map Change from (C-3) Community Commercial to (R-3) Multifamily Residential on a 0.13± acre portion of the subject 0.26 acre subject property.

ACTION ALTERNATIVES

1. Close the public hearing and, after deliberating on the matter, pass a motion to **recommend** to the City Council **approval** of the requested Plan and Zoning Map amendments.
2. Close the public hearing and, after deliberating on the matter, pass a motion to **recommend** to the City Council **approval** of the requested Plan and Zoning Map amendments with specified **conditions**.
3. Pass a motion to **continue the public hearing** to a specified date and time, or to close the public hearing and to leave the record open to a specified date and time for submittal of additional evidence and rebuttal.
4. Close the public hearing and, after deliberating on the matter, pass a motion to **recommend denial** of the requested Plan and Zoning Map amendments on the grounds that the proposal does not satisfy the applicable approval criteria.



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City of Sutherlin

STAFF REPORT					
Re: Ordinance -- Plan Amendment and Zone Change (Short, Ryan and Short, Brent), Planning File No. 24-S002				Meeting Date:	05/13/2024
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Jamie Fugate, City Planner and Kristi Gilbert, Community Development Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Ordinance with Exhibits A (Legal Description), B (Maps) & C (Findings of Fact)					

WHAT IS BEING ASKED OF COUNCIL?

Consider approval of first reading of Ordinance for Ryan Short and Brent Short Plan Amendment and Zone Change (Planning File No. 24-S002).

EXPLANATION

This ordinance would formally approve the plan map (from Community Commercial to High Density Residential) and zoning map (from Community Commercial to Multifamily Residential) amendment requested by the property owners. The subject 0.14 acre property is located south of E. Central Avenue and is described as Tax Lot 402 all in Sec 16CC, T25S, R5W, W.M.; Property ID No. R154546.

The application received recommendation for approval from the Planning Commission after a public hearing held March 19, 2024. A second public hearing was held before City Council prior to the reading of this ordinance.

OPTIONS

1. Approve the first reading of Ordinance (Brent Short and Ryan Short) as presented;
2. Approve the first reading of Ordinance (Brent Short and Ryan Short) with amendments; or
3. Not approve the first reading of said Ordinance.

SUGGESTED MOTION(S)

Motion to

1. Approve the first reading of Ordinance (Brent Short and Ryan Short) as presented;
2. Approve the first reading of Ordinance (Brent Short and Ryan Short) with amendments; or
3. Not approve the first reading of said Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF SUTHERLIN COMPREHENSIVE PLAN MAP AND ZONING MAP TO AMEND THE COMPREHENSIVE PLAN MAP FROM COMMUNITY COMMERCIAL TO HIGH DENSITY, CONCURRENT WITH A ZONING MAP CHANGE FROM COMMUNITY COMMERCIAL (C-3) TO MULTIFAMILY RESIDENTIAL (R-3) ON A 0.13± ACRE PORTION OF THE 0.26 ACRE SUBJECT PROPERTY, DESCRIBED AS A PORTION OF TAX LOT 400 IN SECTION 16CC OF T25S, R05W. THE SUBJECT PROPERTY IS LOCATED AT 628 E. CENTRAL AVENUE AND DESCRIBED HEREIN.

The City Council of the City of Sutherlin finds that:

A. Ryan Short and Brent Short submitted application(s) for a Comprehensive Plan Map and Zoning Map amendments to amend the existing Comprehensive Plan and Zoning designations for property identified within Douglas County Assessor Records as a portion of Tax Lot 400 in Section 16CC of Township 25 South, Range 5 West. The subject property is further described in Exhibit A attached hereto and incorporated herein.

B. The Sutherlin Planning Commission held a properly noticed public hearing on March 16, 2024 to consider the applicant's request. Following the public hearing, the Planning Commission passed a motion to recommend that the City Council approve the proposed Comprehensive Plan Map and Zoning Map amendments.

C. Pursuant to Section 4.2.150.G of the Sutherlin Development Code, notice of a public hearing before the City Council was given, and the public hearing on the requested Comprehensive Plan Map and Zoning Map amendments was conducted on May 13, 2024.

D. The proposed amendments to the Sutherlin Comprehensive Plan Map and the Sutherlin Zoning Map to implement the requested zone changes are found to be consistent with the Statewide Planning Goals and in conformance with the Sutherlin Comprehensive Plan. The City Council also finds that the site is suitable to the proposed zone with respect to the public health, safety, and welfare of the surrounding area. The findings supporting these decisions are attached as Exhibit B hereto.

THE CITY OF SUTHERLIN ORDAINS AS FOLLOWS:

Section 1. The Sutherlin Comprehensive Plan Map is hereby amended to change the Comprehensive Plan designation of the real property identified as a portion of Tax Lot 400 in Section 16CC of Township 25 South, Range 5 West, and more particularly described and depicted in Exhibit A.

Section 2. The Sutherlin Zoning Map is hereby amended to reconfigure the zoning designations of the real property identified as all or a portion of Tax Lot 400 in Section 16CC of Township 25 South, Range 5 West, more particularly described and depicted in Exhibit A.

Section 3. The City Council adopts the Findings of Fact and Decision Document (Exhibit B) as their own and the Sutherlin Comprehensive Plan Map and the Sutherlin Zoning Map shall be revised to depict the adopted amendments.

PASSED BY THE COUNCIL ON THIS ____ DAY OF ____, 2024.

APPROVED BY THE MAYOR ON THIS ____ DAY OF ____, 2024.

Michelle Sumner, Mayor

ATTEST:

Melanie Masterfield, MMC, City Recorder

EXHIBIT "A"

Legal Description – Unit 2 of Deed Reference Number 2024-4036

Lots 3 and 4 of the Plat of Mabel J. Aaby Subdivision (Vol 7, Pg 63), records of Douglas County, Oregon.

A parcel of land being a portion of Lots 3 and 4 of the MABEL J. AABY SUBDIVISION, recorded in Volume 7, Page 63 of the Plat Records of Douglas County, Oregon. Said parcel being located in the Southwest quarter of Section 16, Township 25 South, Range 5 West, Willamette Meridian, Douglas County, Oregon and being more particularly described as follows.

Beginning at a 5/8" iron rod that bears S20°32'30"E 50.78 feet from the Northwest corner of Lot 3 of the MABEL J. AABY SUBDIVISION, recorded in Volume 7, Page 63 of the Plat Records of Douglas County Oregon; thence N76°44'13"E 99.86 feet to a 5/8" iron rod on the easterly boundary of said Lot 4; thence S20°27'28"E 60.59 feet along the eastern boundary of said Lot 4 to a 5/8" iron rod; thence S76°44'13"W 99.77 feet to a 5/8" iron rod on the western boundary of said Lot3; thence N20°32'30"W 60.60 feet along said western boundary of Lot 3 to a 5/8" iron rod, the place of beginning.

E CENTRAL AVE

**AREA OF PROPOSED
PLAN AMENDMENT
& ZONE CHANGE**

WAITE ST

E EVERETT AVE



EXHIBIT “C”

BEFORE THE PLANNING COMMISSION OF THE CITY OF SUTHERLIN

IN THE MATTER of a request for a]	FINDINGS OF FACT AND DECISION
Comprehensive Plan Map Amendment and]	Applicant: Ryan Short and Brent Short
Zone Map Change for a 0.13± acre portion of]	Subject: Plan Amendment and Zone Change
the 0.26 acre subject property, described by the]	File No.: 24-S002
Douglas County Assessor as T25S, R5W,]	
S16CC, Tax Lot 400, Property ID No. R137065]	
Property owner: Ryan Short and Brent Short]	

PROCEDURAL FINDINGS OF FACT

1. The Comprehensive Plan Map Amendment and Zone Map Change applications were filed with the City on September 25, 2023 and were deemed complete on January 17, 2024.
2. Department of Land Conservation and Development (DLCD) Notice of Proposed Amendment was submitted electronically to DLCD on February 12, 2024 which was at least 35 days prior to the first evidentiary public hearing on March 19, 2024. DLCD did not provide comments on the applications.
3. Pursuant to Sections 4.2.140.C and 4.2.150.D of the Sutherlin Development Code (SDC), notice of the public hearing was given by publication in the *News Review* on March 1, 2024, which was at least fourteen (14) days prior to the date of the public hearing.
4. Notice of a Public Hearing on an application for the Comprehensive Plan Map Amendment and Zone Map Change before the Planning Commission was given in accordance with Sections 4.2.140.C and 4.2.150.D. Notice was sent to affected property owners of record within 100 feet of the subject property, service providers, and governmental agencies on February 27, 2024. One (1) written comment was received.
5. The Planning Commission held a public hearing on this matter on March 19, 2024.
6. At the public hearing on March 19, 2024, there were no declarations of ex parte contact or other conflicts of interest made by the Planning Commission. No objections were raised and the Commission was qualified to hear the matter.
7. The Planning Commission declared the following as parties to the hearing:
 - a. Fair Housing Council of Oregon, Mathew Hogan
8. Reference was made to the March 12, 2024 Staff Report, and findings of fact addressing conformance to the applicable criteria of the Statewide Planning Goals, the applicable goals and policies of the Sutherlin Comprehensive Plan, and the applicable criteria of the Sutherlin Development Code.
9. Planning Staff presented the Staff Report dated March 12, 2024 and entered Staff Exhibits 1-11 into the record.

10. The Planning Commission provided an opportunity for the applicant, titleholder and/or representative to provided testimony. No persons were present.
11. The Planning Commission provided an opportunity for clarifying oral testimony about the requested plan amendment and zone change. No persons were present.
12. The Planning Commission provided opportunity to receive clarifying questions and oral testimony from persons in favor and in opposition to the application. No persons were present.
13. The Planning Commission provided opportunity to receive clarifying questions and oral testimony in rebuttal to the application. No testimony was given.
14. The Planning Commission closed the public portion of the hearing and commenced discussion on the applications.

FINDINGS OF FACT RELATED TO DECISION

1. Commissioner Davidson asked if the proposed remaining commercial portion of the property would be large enough to accommodate commercial development. Jamie Fugate, City Planner, replied to Commissioner Davidson's question and stated that there is not a minimum lot size in the C-3 (Community Commercial) zone and the community commercial zone has a wide variety of permitted uses that could possibly be developed on this site. No other concerns or objections to the proposed Comprehensive Plan Map and Zoning Map Amendments were raised.

FINDINGS OF FACT

Finding No. 1. The Planning Commission finds the subject property is designated Community Commercial in the Sutherlin Comprehensive Plan and zoned Community Commercial (C-3) in the Sutherlin Development Code.

Finding No. 2. The Planning Commission adopts by reference the findings of the Staff Report dated March 12, 2024.

Finding No. 3. The Planning Commission finds, based upon the staff report and application materials submitted, that the requested Comprehensive Plan Map amendment from Community Commercial to High Density and Zoning Map Amendment from Community Commercial (C-3) to Multifamily Residential (R-3) on a portion of the subject property is consistent with the applicable Statewide Planning Goals, and that no exceptions to the goals were proposed.

Finding No. 4. The Planning Commission finds, based upon the staff report and application materials provided, that the requested plan map and zoning map amendment is consistent with the applicable general goals and policies of the Sutherlin Comprehensive Plan and its implementing ordinances, including those related to Natural Features, Population, Air Water and Land Resource Quality, Natural Hazards, Recreational Needs, Economy, Housing, Public Facilities and Services, Transportation System, including Pedestrian and Bicycle Transportation, Energy Conservation and Land Use and Urbanization.

Finding No. 5. The Planning Commission finds, based upon the staff report and application materials provided, that the proposed map amendment is consistent with the applicable criteria of Section

4.11 [Amendments] and Section 4.8 [Zoning Amendments] of the Sutherlin Development Code. The applicant has demonstrated consistency with the Comprehensive Plan, including inventory documents and facility plans. Public facilities and services are available, and currently serve the subject property.

Finding No. 6. The Planning Commission further finds that the applicant has demonstrated that the most intense uses and density that would be allowed outright in the proposed R-3 zone portion of the subject property, considering the existing residential and commercial development in the area, can be or are already served by the orderly extension of urban services, and that the proposed amendment is consistent with OAR 660-012-0060.

Finding No. 7. The Planning Commission finds that the proposed amendment from Commercial Community to High Density on a portion of the subject property, is not the result of a mistake or inconsistency, but will be consistent with the existing residential and commercial uses surrounding the subject property.

CONCLUSION

1. A motion was made by Commissioner Hogsett to recommend approval and seconded by Commissioner Schaub to approve the requested Comprehensive Plan Map Amendment from Community Commercial to High Density and Zoning Map Amendment from Community Commercial (C-3) to Multifamily Residential (R-3) on the 0.13± acre portion of the 0.26 acre subject property and forward the recommendation to City Council. The motion passed unanimously.
2. The Commission adopts the findings of the staff report in support of their decision.

NOW, THEREFORE, based upon the foregoing findings of fact and the oral testimony provided, the Sutherlin Planning Commission recommends to City Council the **ADOPTION** of the requested Comprehensive Plan Map Amendment from Community Commercial to High Density and Zoning Map Amendment from Community Commercial (C-3) to Multifamily Residential (R-3) on a 0.13± acre portion of the 0.26 acre subject property located on the south side of E. Central Avenue.

DATED THE 16th DAY OF April, 2024.

John Banducci

John Banducci, CHAIR

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126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
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City of Sutherlin

STAFF REPORT					
Re: Re: Sutherlin Police Officer Association (SPOA) Contract				Meeting Date:	May 13, 2024
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Troy Mills, Chief of Police				City Manager Review	<input type="checkbox"/>
Attachments: 2024-2027 SPOA Contract					

WHAT IS BEING ASKED OF COUNCIL?

Staff is requesting the City Council approve the new 2024-2027 Sutherlin Police Officer Association (SPOA) contract.

EXPLANATION

In January, 2024, Sutherlin City and the SPOA bargaining unit began working on completing a new police officer's employee contract for 2024-27. After several meetings, the new contract was agreed upon by both the SPOA and the City of Sutherlin's management team.

The 2024-27 contract reflects changes agreed upon between the city and the SPOA and modified as a result.

Changes to the new contract include a change in wages equated to a 5% increase for each year for the next three years.

Additionally, effective July 1, 2024, Steps 1 through 7 of the SPOA compensation plan will receive a 5% market adjustment, which will become applicable to bargaining unit employees upon their current anniversary/evaluation date with the City.

Other changes include:

1. The addition of the Juneteenth Holiday to Section 15.2 – Non-Patrol Shift Employees.
2. Re-wording of Section 20.3 "Incentive Pay" for clarification purposes.
3. 2% addition in premium pay for the School Resource Officer (SRO) position.
4. Minor changes to language which were either removed or added to reflect current legal precedent. No other substantial modifications or changes occurred.

The current 2021-2024 contract is due to expire on July 1, 2024.

OPTIONS

- 1) To approve the new 2024-2027 SPOA contract.
- 2) To not approve the new 2018-2021 SPOA contract.

SUGGESTED MOTION(S)

- 1) To approve the new 2024-2027 SPOA contract.



City of Sutherlin

AGREEMENT

BETWEEN

THE CITY OF SUTHERLIN

AND

THE SUTHERLIN POLICE OFFICERS' ASSOCIATION



July 1, 2024 through June 30, 2027

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DRAFT

PREAMBLE

This Agreement is made and entered into by the Sutherlin Police Officers' Association, hereinafter referred to as "Association," and the City of Sutherlin, hereinafter referred to as "Employer," for the purpose of collective bargaining. Now, therefore, it is hereby agreed by and between the parties as follows:

ARTICLE 1 - RECOGNITION

The Employer voluntarily recognizes the Association as the exclusive bargaining agent for all sworn personnel, (excluding the Chief of Police, Sergeant and civilian employees represented by AFSCME) hereinafter known individually as "Employee" and collectively as "Employees."

Persons hired into the department under federal or state grants or funding through joint programs with other public agencies shall be subject to the conditions of the foregoing to the extent such coverage is consistent with such grants and agreements.

ARTICLE 2 - EXISTING CONDITIONS

No Employee shall suffer a reduction in base salary or related economic benefits as a result of the signing of this Agreement. Any practice that involves a mandatory subject of bargaining and existed on or before the date of this agreement shall continue during the term of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

Unless specifically limited by this contract or PECBA, the Employer retains the full and unrestricted right to operate and manage all department activities and personnel, facilities and equipment; to establish functions, schedule assignments and programs; to set and amend budgets; to establish and modify organizational structure; to select, direct and determine the number of personnel; to establish work schedules and to perform any other managerial functions not specifically limited by this Agreement.

The parties recognize the Employer has the right to contract or subcontract work. However, the Employer shall bargain the impact on the Employees prior to actually contracting out the work.

The Employer may not utilize Reserves or volunteers to work shifts or events that would deprive Association members of overtime or other compensable opportunities without Association approval. This does not obligate the Employer, for any reason, to use Reserves or Volunteers to cover work shifts or events.

ARTICLE 4 - UNION RIGHTS

4.1 Non-Discrimination

Employees shall have the right to form, join and participate in the activities of Employee organizations of their own choosing, for the purpose of representation on matters of Employee relations. Employees shall also have the right to refuse to join or participate in the activities of any Employee organization. No Employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the Employer or by any Employee organization because of his exercise of these rights.

The Employer and the Association agree that the provisions of this Agreement shall be applied without discrimination against any Employee covered by this Agreement because of age, race, religion, disability, sex, national origin, marital status, domicile or membership or non-membership in the Association.

All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

4.2 Association Representatives

Members of the bargaining unit elected to serve as authorized representatives of the Association shall be allowed to perform their duties as a representative of the Association on department time with mutual agreement. The Association agrees that the time spent as an Association Representative will not unduly disrupt their ability to perform their regular job duties. The parties shall attempt to schedule meetings or interviews at a time that is mutually agreeable to the parties. When scheduling such meetings the parties shall take into consideration department efficiencies and Employees' schedules.

4.3 Negotiations

The Employer and Association will mutually schedule the meeting times for negotiations. Association representatives may negotiate on duty, so long as the Employee is subject to call.

4.4 Bulletin Boards

The Association shall be allowed bulletin board space in the Employees' duty room for Association use. The Association shall limit its posting of notices and bulletins to such bulletin board and shall identify any such notices and bulletins posted there as Association materials.

4.5 Radio Frequency Identification

The Association recognizes the Employer's need to track the Employer's equipment such as vehicles, radios, computers and cell phones through the use of radio frequency identification tags and/or devices. Even though the benefits of managing an Employee's time could be enhanced

through the use of such devices, the Employer would have difficulties in not monitoring non-work activity such as meal and restroom breaks. The Employer agrees through June of 2015 to not require Employees to have imbedded on their person and/or be required to wear such devices (Radio Frequency Identification Tags and/or Devices and/or Near Field Communication) on their person other than what is contained in Employer owned equipment assigned to them during their work hours.

ARTICLE 5 - ASSOCIATION SECURITY

5.1 General

All Employees covered by the terms and conditions of this Agreement shall become members of the Association or make payments in-lieu-of-dues (fair share payments) to the Association. The Employer shall notify all newly hired Employees of this requirement at the time of employment.

5.4 Dues Check off

The Employer shall deduct Association dues or Fair Share payments each pay period from the salary of Employees who are members of the Association. The amount deducted shall be transferred within ten (10) days to the Association.

5.5 Monthly Statement

The aggregate deductions of all Employees together with an itemized statement shall be remitted to the Association no later than the 10th day of the month following the month for which the deductions were taken. The itemized listing of Association members shall reflect Employee terminations, cancellations, leave without pay, return from leave without pay, new members, salary changes, name changes, or any other personnel action which would affect the amount of dues withheld.

5.6 Hold Harmless

The Association shall hold the Employer harmless in the exercise of the foregoing sections of this Article, provided the Employer has acted in good faith.

ARTICLE 6 - HOURS OF WORK

6.1 Work Week

For non-patrol operations shift Employees, the work week shall consist of five (5) consecutive eight hour work shifts, or four (4) consecutive ten (10) hours shifts, or a modified/flexible schedule as directed by management. The workweek shall begin Sunday 12:00 midnight and end at 11:59 p.m. the following Saturday.

For patrol operations shift Employees, the work week shall consist of four (4) consecutive ten (10) hour shifts. The workweek shall begin Sunday 12:00 midnight and end at 11:59 p.m. the following Saturday.

The School Resource Officer assignment will continue to work a modified schedule that meets both the needs of the School District and the police department. The SRO regular work schedule is not to exceed 40 hours per work week.

The work week and days off may be modified by the Employer to accommodate voluntary training assignments without incurring an overtime obligation

6.2 Workday

The non-patrol operations work shift is defined as an eight (8) hour period within any given 24-hour time period, or ten (10) hour period within any given 24-hour time period, or a modified/flexible schedule as directed by management. The patrol operations work shift is defined as a ten (10) hour period within any given 24-hour time period. Shifts shall rotate quarterly (each three months). At no time will an Employee have less than eight (8) hours off between shifts. A thirty (30) day notice will be provided to the Association if the City wants to alter the shift configuration. The City and Association shall bargain the implementation of any other proposed alternative shift configuration.

The workday for Employees includes rest periods, briefing and training periods. The twenty-four (24) hour period will begin at the start of the Employee's workday and end twenty-four (24) hours later.

6.3 Work Schedules

Work schedules showing the Employees' shift, workdays and hours will be posted on the Planit calendar four (4) working days (based on the Employee's schedule) prior to taking effect. No changes in the work schedule will be made unless there is an emergency or voluntary exchange of work shifts. For purposes of this section, the term "emergency" means any circumstance or happening which could not be reasonably foreseeable to the Employer and includes, but is not limited to, unexpected illness, natural emergencies or personnel shortages due to unusual events.

6.4 Changes in Work Schedules

If an Employee's work schedule is changed without four (4) working days (based on the Employee's schedule) prior notice, the Employee shall be entitled to two (2) hours pay at his/her overtime pay scale, for each day the required four (4) day notice is not met, or until the Employee is returned to his/her prior reporting shift. Notice shall be made by placing the change on Planit during the Employee's workweek, or by actual phone contact to the Employee or an adult member of the Employee's household if on the Employee's days off. However, this does not prevent an Employee from waiving the above compensation when mutually agreed upon with the Employer. Requests for time off shall be made ten (10) calendar days in advance. During the transition week, no Employee will be required to work in excess of forty (40) hours without at least one day off at the quarterly shift change.

6.5 Shift Bidding

On or before October 1st the Employer shall post patrol shift schedules for the upcoming Calendar year. Employees working patrol may exercise their seniority shift bid for their shift of preference for each upcoming year. The posting shall remain in place until the last Employee has made his/her police patrol shift selection or until the second Sunday in December, whichever comes first. The most senior Employee has seven (7) days from the initial posting to make his/her shift selection. Once the most senior Employee has made his/her shift selection, the next most senior Employee has seven (7) days in which to make his/her shift selection, and so on.

6.6 Shift Exchanges

Subject to departmental manpower and/or training requirements, Employees shall be permitted to voluntarily trade work days; providing that Employees scheduled to work must inform their supervisor in advance of any voluntary trade of workdays and the replacement Employee shall be responsible for the attendance of the originally scheduled Employee. Any absences of shift trade replacements shall be charged to the replacement Employee. A replacement Employee's work hours may only be adjusted with approval of the affected Shift Supervisor.

No Employee shall trade workdays for the purpose of achieving overtime. Shift trades are for the conveniences of Association Employees and in no case shall a shift exchange or repayment of a shift exchange be considered in the computation of overtime.

6.7 Shift Vacancies

Should a shift become vacant during the calendar year, the Employer shall seek volunteers by seniority to fill that shift. If there are no volunteers, the shift shall be filled with the least senior employee.

ARTICLE 7 - OVERTIME

7.1 Definition

Overtime for employees is time worked in excess of eight (8) hours per day or forty (40) hours per week. For employees working a four (4) ten (10) schedule, overtime is time worked in excess of ten (10) hours per day or forty (40) hours per week.

An Employee shall be compensated for overtime hours worked at the rate of one and one-half (1-1/2) times his/her regular rate of pay.

All overtime claim slips shall be submitted to the shifts supervisor at the end of the period of overtime worked, before going off shift whenever possible.

Overtime will be calculated to the nearest quarter (1/4) hour. Employees must seek and receive approval from a supervisor prior to working overtime when reasonable.

7.2 Form of Compensation

Overtime shall be compensated whether in the form of cash or compensatory time off, at the discretion of the Employee, at the rate of time and one-half (1-1/2) the Employee's hourly rate of pay.

An Employee will receive compensatory time unless the Employee elects to receive cash, subject to budget constraints. Compensatory time may accrue in accordance with the Employer's Personnel Rules, with a maximum accrual of fifty (50) hours. Once the maximum hours have been reached, the Employee will automatically be compensated at the regular overtime rate.

7.3 Training

Training required by the Employer to be spent in any education or training session in excess of the regularly scheduled work day including travel time shall be compensated as overtime per Article 7.2, except the training covered in Article 18. With seven days advanced notice, work schedules may be adjusted to reduce overtime expenses for training classes that are 24 hours or longer in duration.

7.4 Callback

Any Employee called to work outside his/her regular shift shall receive overtime compensation at the rate of one and one half (1-1/2) times the Employee's regular hourly rate, for a minimum of four (4) hours. For purposes of this section, the callback must have occurred at least sixty (60) minutes or more before the beginning of the shift or 60 minutes or more after the end of the regularly assigned work shift. Call back which occurs 59 minutes or less before the beginning or 59 minutes or less after the end of the regularly assigned work shift shall be deemed as an extension of the work shift and be compensated as such.

7.5 Court

Employees shall be responsible for inquiring the previous day by 7:00 p.m. regarding the cancellation of court appearances which would be compensated with callback pay. When an Employee is called to appear in court outside his/her regular shift, the Employee may utilize the Employer's vehicle, if a vehicle is available. An Employee, who uses his /her personal vehicle to appear in court or other Department related functions, will be paid mileage at the Federal IRS rate, and only if the Employer's vehicle is not available. Employees will be paid by the Employer if subpoenaed arising out of his/her employment. If necessary, the Employer will reimburse employees for approved food, lodging and any other expenses associated with the employment related subpoena.

When an Employee appears in Sutherlin Municipal Court outside his/her regular work schedule that Employee will not normally be required to transport prisoners.

7.6 Overtime Seniority List

Overtime shall be distributed as equally as feasible. When the Employer becomes aware of a voluntary overtime event which is ten (10) or more days in the future, the Employer shall post an overtime notice in the police patrol office. Employees desiring to work the overtime shall so indicate on the posted notice. Assignment of the overtime will be done by seniority. If there is insufficient interest in the voluntary overtime assignment the Employer may utilize Sergeants or qualified Reserve Officers in accordance with Article 3 of this agreement. If an Employee must work the overtime assignment, the Employer will assign overtime by inverse seniority of those Employees not already scheduled to work, so long as the scheduling complies with Article 6.2 of this agreement.

7.7 Phone Calls

If in the interest of efficiency and effectiveness, it is necessary to contact off duty Employees regarding police related business, overtime compensation will be paid for time spent in excess of seven (7) minutes, pursuant to supervisor approval for the phone call.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

8.1 Standard

When an Employee's conduct violates departmental policy and/or falls below desirable standards he/she may be subject to disciplinary action or termination for just cause. The definition and application of just cause for law enforcement officers is subject to applicable law, including ORS 243.808-243.812. Nothing in this article shall prevent the Employer from terminating a probationary Employee without cause.

General reasons for which an Employee may be disciplined or terminated include, but are not limited to:

- (a) Drinking intoxicating beverages either on duty or prior to going on duty (i.e.; odor of alcoholic beverages on one's breath), use of controlled substances, or certain prescription drugs, or arriving on the job after consuming alcoholic beverages or other intoxicating substances;
- (b) Violation of a lawful duty;
- (c) Insubordination;
- (d) Being absent from work without first notifying and securing permission from the Employee's supervisor;
- (e) Being habitually absent or tardy for any reason;
- (f) Misconduct;
- (g) Conviction of a felony or of a misdemeanor;
- (h) Using religious, political or fraternal influence;
- (I) Accepting fees, gifts, or other valuable things in the performance of the Employee's official duties for the Employer;
- (j) Inability to perform the assigned job;

- (k) Inefficiency or incompetence;
- (l) Unauthorized use of Employer's equipment;
- (m) Abuse of sick leave.

Once the reason(s) for the disciplinary action are stated, the reason(s) will not be expanded upon.

Progressive discipline shall be used when appropriate. Discipline shall be imposed for just cause as that term is normally interpreted by arbitrators in public and private labor relations. For the purposes of this Article, progressive discipline shall include:

1. Oral warning;
2. Written reprimand;
3. Suspension;
4. Demotion;
5. Discharge.

In the interest of efficiency and effectiveness of department operations, a reduction in pay may be given in lieu of suspension.

8.2 Notice of Deficiencies

A supervisor shall discuss improper or inadequate performance with an Employee in order to correct the deficiencies and to avoid the need to exercise disciplinary action. Discipline shall be of increasingly progressive severity whenever possible.

8.3 Notice of Discipline

A written notice shall be given each Employee for each written reprimand, suspension, demotion or discharge stating the reasons for the disciplinary action and the date it shall take effect. The notice shall be given to the Employee at the time such action is taken. A copy of the notice signed and dated by the Employee shall be placed in the Employee's personnel file and shall serve as prima facie evidence of delivery.

8.4 Discipline

No regular non-probationary Employee shall be suspended, demoted, or discharged except in good faith for just cause nor shall any such Employee be suspended, demoted, or discharged arbitrarily or for political, religious, racial, or other discriminatory reasons. All disciplinary action imposed upon an Employee except oral reprimands may be protested as a grievance through the regular grievance procedure, except that any claim which is subject to review by the EEOC or other regulatory agency shall not be subject to arbitration.

Discipline shall be done in a manner which will not embarrass the Employee before other Employees or the public. Upon request, any Employee required to appear before an Employer's

representative to discuss matters for which disciplinary action is being contemplated, shall be allowed to have an Association representative present during the discussion.

8.5 Discharge

If the Employer determines there is just cause for discharge, the Employer shall suspend the Employee without pay for not more than five (5) working days and shall deliver to the Employee and the Association a written notice of such suspension and pending dismissal. Such notice shall specify the principal grounds for such action. Unless withdrawn or otherwise resolved, the dismissal shall become effective at the end of five (5) days. Protests of the discharge of any Employee shall be made through the regular grievance procedure set forth in Article 19. The Association may process a grievance concerning suspension, demotion, or discharge in Step 2 of the Grievance Procedure.

This Article shall not apply to any Employee on probation.

ARTICLE 9 - PERSONNEL RECORDS

9.1 File Access

Personnel files are the property of the Employer. Access to an Employee's personnel file shall be limited to the individual Employee (or to his/her designated representative), or to the Chief of Police or City Manager (or to his/her designated representative), provided such access does not conflict with the provisions of ORS 192.500. Upon reasonable request, Employees shall be allowed access to their official personnel files, including personnel records. The Employer shall maintain only one official personnel file.

When information which reflects critically upon an Employee is placed into his/her personnel file, the Employee shall be notified by the Employer, and the entry shall be signed by that Employee. Employees shall be entitled to attach a written explanation or opinion to any critical material contained within their personnel file.

The Department may maintain an Evaluation File on each Employee to be kept in the office of the Chief of Police which contains information necessary for supervisors to properly and fairly evaluate an Employee's annual performance. The previous year's information shall be removed six (6) months after the annual performance evaluation except when there is a performance issue that has yet to be fully corrected. Members of the Association shall be notified of all documents being placed into the evaluation file and can ask to inspect their file at any time. These files are personnel records and are not part of the official personnel file. However, the same standards of confidentiality, rebuttal and access shall apply. Ongoing internal affairs investigations are not subject to this section.

9.2 Removal of Disciplinary Documents

Documentation of reprimands or disciplinary action shall be removed from an employee's official personnel file in accordance with the following:

Written reprimand:	Removed twelve (12) months after issued;
Suspension:	Removed twenty-four (24) months after issued;
Demotion:	Removed thirty-six (36) months after demotion occurs; and
Discharge:	Not Removed.

Employee must make a request to the Chief of Police to have documentation of reprimands or disciplinary action removed. Documentation will be removed only if no incidents of a similar nature have occurred in the designated period following the incident.

Personnel files must be maintained by the Employer according to Oregon State Archive laws. Investigations resulting in disciplinary action or exonerations must be retained for three years after resolution.

Unfounded investigation records and all related files not resulting in disciplinary action and having no pending litigation or other ongoing legal proceedings may be purged after being held for three years.

If the investigation resulted in termination, all related files must be retained for 10 years after separation.

Performance evaluations may identify and address performance problem areas but shall not identify disciplinary action taken.

The Employer shall purge disciplinary files once State retention requirements have been met.

9.3 Commendations

All letters and documents pertaining to commendations shall remain a permanent part of the Employee's personnel file.

ARTICLE 10 - LAYOFF AND RECALL

A "layoff" means a reduction in the Association work force. In the event of a reduction in work force, layoffs will be made within each job classification on the basis of Employee seniority within the affected job classifications. Except in unusual circumstances, Employees shall be given at least fifteen workdays notice of layoff.

Employees recalled within 12 months shall be recalled in inverse order of layoff.

ARTICLE 11 - TRIAL SERVICE PERIOD

11.1 Probationary Period Defined

The probationary period for all employees shall be twelve (12) months, plus any time spent at the academy for certification purposes.

The probationary period for lateral entry Employees, shall be twelve (12) months.

During the probationary period an employee may be terminated without cause and without notice.

11.2 Payroll Advancement

Employees shall be eligible for advancement to the next pay step each (12) months, unless the Employee's evaluation has documented less than satisfactory performance. Such documented deficiencies must have been previously shared with the Employee, and the Employee given an opportunity to correct these deficiencies, prior to withholding step increases.

ARTICLE 12 - LEAVE OF ABSENCE

An Employee may be granted a leave of absence without pay for ninety (90) calendar days, if approved by the City Manager and the Chief of Police, and such leave does not unduly interfere with the normal operations of the Police Department. Upon request to the City Manager and the Chief of Police, the leave may be extended an additional ninety (90) calendar days. Requests for leave must be in writing and will not be approved for the purpose of accepting employment outside the city. An Employee's position will be held open until the ending time of the approved leave.

In the event of an emergency regarding the operations of the Department, the leave may be interrupted with thirty (30) days written notice. The Employer will notify the Employee by certified mail (return receipt) of the desire to terminate the Employee's leave of absence. After actually being made aware of the Employer's desire to terminate the leave, the Employee shall respond within ten (10) days or be subject to disciplinary action up to and including dismissal.

Employees on leave of absence shall not accrue vacation or sick leave during the absence and will be required to reimburse the Employer for continued insurance premiums. If the Employer, in its sole judgment, does not require an Employee to reimburse the Employer for insurance premiums, such actions will not be deemed as precedent setting. The leave shall not prejudice an Employee's seniority accrued to the date of leave.

ARTICLE 13 - BEREAVEMENT LEAVE

Employees shall be granted up to three (3) days with pay to discharge the customary obligations arising from a death in the immediate family of the Employee or the Employee's spouse. An additional two (2) days leave with pay may be granted by the Chief of Police or City Manager if

the need is justified by the Employee. For the purposes of this Article, “immediate family” shall include: spouse, children, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, grandparents, grandparents-in-law, grandchildren, and any other person living in the Employee’s household. Exceptions to this definition of immediate family for the purposes of granting bereavement leave may be granted by the Chief of Police or his designee upon the request of the Employee.

Bereavement leave under this Agreement shall run concurrently with OFLA leave.

ARTICLE 14 - SICK LEAVE

14.1 Accrual

Upon hire, Employees shall receive a bank of ninety-six (96) hours of sick leave accrual which is equivalent to the first year’s accrual at eight (8) hours per month. If the Employee leaves the employment of the Employer during his/her first year of employment, the Employee will be required to reimburse the Employer for any accrual used that would not have been earned using the accrual rate of eight (8) hours per month. After the first year of employment, all full-time Employees shall earn sick leave with full pay at the rate of eight (8) hours for each calendar month of service which shall accrue from the date of employment. Sick leave shall accumulate to a maximum of 2,000 hours.

14.2 Utilization

Sick leave may be utilized for any reason covered by Oregon’s Sick Leave Law (ORS 653.616).

The Employer may require a physician’s statement in those instances where an Employee has been absent on sick leave more than forty (40) consecutive hours or where the Employer has reasonable grounds for belief of sick leave abuse.

14.3 Retirement

Upon retirement, an Employee’s total accumulated unused sick leave will be reported to PERS.

14.4 Workers’ Compensation Payment

This shall not interfere with the Employer’s ability to assign light duty work with the approval of the Employee’s physician. No Employee shall suffer a loss in compensation when injured on the job. The Employer agrees to compensate Employees for the difference between Workers’ Compensation payments and the Employee’s regular salary. The Employee agrees to endorse to the Employer, all workers’ compensation checks exclusive of settlement payments for permanent disability.

ARTICLE 15 - HOLIDAYS

15.1 Patrol Shift Employees

In lieu of holidays, 8.00 hours of pay at the Employee's regular rate of pay, shall be added to the Employee's salary each month for each full month of employment in an Employee's position covered by this Agreement. In addition, Employees shall receive twenty (20) personal holiday hours on July 1 of each year. These holidays shall be taken in ten (10) hour increments and shall be used prior to or in conjunction with the first vacation or compensatory time off each fiscal year. The time will not be carried into the next fiscal year. In the event the Employee cannot take the holidays due to Employer needs, a letter from the Chief of Police stipulating the Employee tried but was prevented from taking the holidays will cause the remaining day(s) to be carried over into the next fiscal year.

15.2 Non Patrol Shift Employees

Employees who are not assigned to a regular patrol shift rotation, including but not limited to the School Resource Officer and Detectives, will be exempt from the eight (8) hours of pay per month.

Those Employees, however, will take the following days off:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth</u>	<u>June 19th</u>
Independence Day	July 4 th
Labor Day	First Monday in September
Veteran's Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25 th
Four and a half (4.5) Personal Holidays	Floating

Note: each of the above noted holidays reflects an eight (8) hour workday.

If an Employee, who would otherwise have the holiday off, works on any of the holidays listed above, the Employee shall receive regular compensation for all hours worked on that holiday in addition to regular holiday pay.

ARTICLE 16 -VACATIONS

16.1 Accrual

Vacations shall be granted as follows:

0-3 years	80 hours
4-7 years	120 hours
8-12 years	160 hours
13 years	200 hours

New Employees shall not be eligible for vacation leave during their first six months of employment, although vacation leave shall accrue from the beginning of employment.

Annual vacation shall be accrued on a monthly basis based on the Employee's hire date. For each month an Employee works, he/she shall be credited for the amount of vacation commensurate with his/her length of service. Accumulation of vacation shall correspond with the Employer's personnel rules regarding vacation accruals.

16.2 Selection

Vacation time shall be selected at the same time as shifts are bid on the basis of job classification seniority, provided, however, that each Employee will be permitted to exercise his/her right of seniority only once annually and provided the senior Employee requests the time in conflict within 30 days of posting. Employees shall be permitted to request vacation either on a split or an entire basis. After the selection, conflicting requests for the same vacation time shall be resolved on the basis of prior scheduling.

The Employer shall make every effort to not cancel approved vacations. When a forced vacation cancellation occurs the Employer will assist the Employee to recover any expenses incurred by the Employee for planned travel or reservations. The Employer will be responsible to compensate an Employee whose vacation was forcefully canceled for any travel or reservation expenses that are not recoverable by the Employee due to the cancellation.

16.3 Death or Termination

In the event of termination of an Employee who is otherwise entitled to vacation credits, the Employee shall be entitled to payment for earned vacation leave. In the event of death, earned but unused vacation shall be paid in the same manner as salary according to the designation of benefits used for PERS.

16.4 Comp Time Integration

Employees shall be allowed the option of using compensatory time in conjunction with vacation time with prior consent of the Employer.

ARTICLE 17 UNIFORMS

17.1 Defined

The Employer shall provide the required uniform to new Police Officers hereafter employed. Police Officers presently employed shall be provided any replacements or additions to the required uniform when needed, as determined by the Employer. Each Employee required to wear a uniform shall be provided three uniforms for summer and two uniforms for winter. A standard duty uniform is defined as one (1) pair of pants and one (1) shirt. Additional authorized uniforms and protective equipment as required by the department will be furnished by the Employer to each employee with replacement of same when necessary through wear, destruction, or changing of the uniform or equipment. The Employer shall provide ballistic vests, equal to or greater than type IIIA level, with two covers and shall require the Employees to wear such vests while in uniform on duty and/or at the direction of a supervisor when working in plainclothes. Issued ballistic vests shall be replaced as indicated by the manufacturer's specifications.

17.2 Cleaning

Uniforms shall be maintained and cleaned by the Employer.

17.3 Duty Gear Allowance

The Employer shall grant each Employee an allowance of \$150.00 in July of every calendar year for the purchase of duty related gear or footwear to be worn with the duty uniform.

ARTICLE 18 TRAINING

The Employer encourages all Employees to continue to develop themselves through special training and academic courses. The Employer will participate in an educational reimbursement program as follows so long as the Employee has made use of job related programs which may be provided by the state, federal government or other agencies:

- A) For courses taken at the request of the Employer, the full cost of tuition and books will be paid by the Employer. Books shall remain the property of the Employer.

For courses taken on the Employee's own initiative, regardless of whether such courses are provided by the state, federal governments or other agencies, City will reimburse Employee up to a maximum of \$200 per quarter (\$800 per year) as follows: \$100 for tuition at an accredited college for receiving a passing grade of "C" or its grade point equivalent; \$150 for tuition at an accredited college for receiving a grade of "B" or its grade point equivalent; and \$200 for tuition at an

accredited college for receiving a grade of “A” or its grade point equivalent.

ARTICLE 19 GRIEVANCE PROCEDURE AND ARBITRATION

19.1 Procedure

Grievance Defined:

A grievance shall mean a claim by an Employee, and/or the Association that there has been a violation of the contract. For the purposes of this procedure, “immediate supervisor” is an employee who is not a member of the bargaining unit and who has direct administrative or supervisory responsibilities over the grievant in the area of grievance. “Days” as used in this procedure shall be calendar days.

Step 1. Immediate Supervisor: The grievant shall discuss the grievance first with his/her immediate supervisor with the objective of informally resolving the grievance. Said discussion shall occur within fifteen (15) days after the grievant becomes aware of the grievance. Within ten (10) days after initial discussion with the immediate supervisor, if the grievance has not been solved informally, the grievant shall file the grievance in writing with his/her immediate supervisor. The supervisor shall hear the appeal and render a written decision within ten (10) days after receiving the grievance.

Step 2. Chief of Police: Within ten (10) days if the grievant is not satisfied with the disposition of his/her grievance at level one, he/she shall file the written grievance with the Department Head. The Department Head shall hear the appeal and render his/her written decision within ten (10) days after receiving the grievance.

Step 3. City Manager: Within ten (10) days if the aggrieved is not satisfied with the disposition of his/her grievance at level two (2), he/she shall file his/her appeal with the City Manager. The City Manager or his/her designee shall hear the appeal and render his/her decision within ten (10) days after receiving it.

Step 4 Mediation: If the grievance cannot be resolved by the City Manager, the parties agree that the grievance will be submitted to a pre-arbitration panel comprised of three members selected by the Association, from other police associations, and three members selected by management, from other police agencies. The panel will meet within thirty (30) business days to review the grievance and if necessary conduct interviews to resolve the issue. The decision of the panel is non-binding; however, the parties may mutually agree to accept the decision of the panel as binding.

Step 5. Arbitration:

A. If the aggrieved is not satisfied with the disposition of his/her grievance at level four (4), he/she shall, within ten (10) days file his notice of intent with the Association and the Employer to appeal the grievance to arbitration.

B. Except for grievances contesting disciplinary actions imposed upon a sworn law enforcement officer, Wwithin ten (10) days after such notice of intent, the Employer and the Association, unless they can mutually agree to an arbitrator, shall request a list of arbitrators from the Employment Relations Board. This list shall consist of five (5) to seven (7) arbitrators who reside in Oregon, are on the ERB list, and who are also members of the national Academy of Arbitrators. The arbitrator shall be selected from this list by the striking method.

C. For grievances contesting disciplinary actions imposed upon a sworn law enforcement officer, the timelines and conditions outlined in this Article shall still apply; however, the parties shall adhere to ORS 243.808 and the ERB process for arbitrator selection.

DC. The findings of the arbitrator shall be limited to the terms of this agreement and the arbitrator shall have no authority to amend, modify, alter or add to or subtract from this agreement.

ED. The decision and award of the arbitrator shall be final and binding on the parties.

FE. The arbitrator shall be asked to submit his/her award within thirty (30) calendar days from the date of the hearing. His/her decision may also provide retroactivity to the original date of the Agreement. The losing party shall be responsible for the compensation of the arbitrator's fee and the cost of any hearing room unless such are paid by the State of Oregon.

19.2 Time Limits.

All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

A. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived.

B. If the party being grieved against fails to respond in a timely fashion, the grievance shall proceed to the next step.

C. Any and all time limits specified in the grievance procedure may be waived by mutual consent of the parties. This waiver must be in writing and signed by the involved parties.

19.3 Discrimination Issues.

Prior to submitting a discrimination issue to EEOC of the Bureau of Labor, the Employer encourages the Employee to meet with the Chief of Police in an attempt to resolve the issue internally. If the Chief of Police is unable to resolve the issue within 10 days the Employee is encouraged to meet with the City Manager in an attempt to resolve the issue. If the discrimination issue involves the Chief of Police the Employee may go directly to the City Manager to seek resolution.

19.4 Association Representatives

Authorized representatives of the bargaining unit may process grievances during duty hours, so long as time used to do so is not excessive and does not interfere with the normal operation of the Police Department. The Employer will never be required to pay an Employee overtime to facilitate the processing of an Employee's grievance.

ARTICLE 20 - COMPENSATION

20.1 Wages

Employee wages shall not be increased and shall remain the same for the period of time described in Article 30 – Term of Agreement other than Incentive, ~~and~~ Premium, Longevity Pay, or Retirement Bonus they have become eligible to receive.

Effective July 1, ~~2021– 2024~~ the salary scale will be increased by ~~Three– five~~ percent (~~3–5~~ %).

Effective July 1, ~~2022– 2025~~ the salary scale will be increased by ~~Three– five~~ percent (~~3–5~~ %)

Effective July 1, ~~2023– 2026~~ the salary scale will be increased by ~~Three– five~~ percent (~~3–5~~ %)

Additionally, effective July 1, 2024, Steps 1 through 7 of the SPOA compensation plan will receive a 5% market adjustment, which will become applicable to bargaining unit employees upon their current anniversary date with the City.

20.2 Retirement

Employees 6% PERS/OPSRPP contribution shall be paid by the Employer.

20.3 Incentive Pay

Officers are entitled to a five percent (5%) per month incentive calculated on base salary, for possession of:

- a. An intermediate certificate from DPSST; or
- b. An Associate's degree (or ninety hours of college/sixty semester hours); or
- c. Bachelor's Degree (or one hundred eighty term hours of college/one hundred twenty semester hours).

In addition to (a) – (c), if the officer has one of the following, the officer shall be entitled to an additional five percent (5%) calculated on base salary, for a maximum total of ten percent (10%):

- d. Bachelor's Degree (or one hundred eighty term hours of college/one hundred twenty semester hours), or
- e. An advanced certificate from DPSST.

To be eligible for Incentive Pay, each officer is responsible for providing the necessary documentation to the human resource manager.

~~Employees possessing an intermediate Certificate from Department of Public Safety Standards and Training (DPSST), and/or an Associate's Degree (or ninety term hours of college/sixty semester hours) shall receive a 5% per month incentive, calculated on their base salary. Employees possessing an Advanced Certificate from DPSST and/or a Bachelor's Degree (or one hundred eighty term hours of college/one hundred twenty semester hours) shall receive an additional 5% per month incentive, calculated on their base salary. The DPSST incentive pay shall not exceed 10%.~~

20.4 Premium Pay

In addition to any other differentials, Employees assigned as School Resource Officers shall receive premium pay of ~~three~~ five percent (~~3~~5%) computed on their base salary. In addition to any other differential, Employees assigned as Field Training Officers shall receive premium pay of five percent (5%) computed on their base salary, for time actually spent in such training.

20.5 Longevity Pay

Commencing on an employee's anniversary date, employees who are eligible for longevity pay will receive an additional benefit for uninterrupted employment for the Sutherlin Police Department as follows:

5 years of employment: \$2500.00

10 years of employment: \$5000.00

15 year of employment: \$7500.00

Employees shall be eligible for Longevity Pay unless the Employee's evaluation has documented less than satisfactory performance on the last two (2) consecutive evaluations, or the employee has been disciplined within the last or most recent evaluation.

If an employee is not eligible for the Longevity Pay, an employee may correct the deficiencies. If the employee receives two (2) consecutive satisfactory evaluations and not disciplined for a two-year review period before the next Longevity Pay payment, the employee will receive the missed Longevity Pay payment. If the employee does not receive the requisite evaluations and/or achieved a two-year review period without discipline before the next payment date, the employee will have missed the opportunity. Due to the monetary benefit created by Longevity Pay as it pertains to an employee's evaluation; the SPOA agrees Longevity Pay is not a grievable issue.

Documented deficiencies must have been previously shared with the Employee to allow the employee to correct those deficiencies and attain the required performance evaluations. Once the required evaluations are attained, the employee will retroactively be eligible for the last longevity pay scale. ~~Once ratified, Longevity Pay will be retroactive to those who have 15 or more years of uninterrupted service.~~

20.6 Retirement Bonus Program

In recognition of an employees' years of community service as a law enforcement officer with the City of Sutherlin; a sworn officer who has worked for the Sutherlin Police Department as a sworn officer for a minimum of 15 uninterrupted years, who is currently eligible to retire as a police officer under the Public Employees Retirement System (PERS), and who has the following continuous years of employment at the Sutherlin Police Department; will be qualified for the following Retirement Bonus:

15+ years of uninterrupted service - \$50,000 upon separation

20+ years of uninterrupted service - \$100,000 upon separation

ARTICLE 21 - INSURANCE

The City will provide health insurance coverage for its employees and their eligible dependents. This coverage shall also include coverage for vision, dental and chiropractic.

The City will maintain Regence High Deductible Health Plan (HDHP) with a Health Savings Account (HSA) for each employee.

- a. Employees will be responsible for 10% of their monthly health care premium cost. The City shall make available an IRS Section 125 plan, under the terms of which an employee may elect and instruct the City to withhold, on a pre-tax basis, the employee's contribution to medical, dental and vision premiums.
- b. For each eligible employee, the City will fund each employee's individual Health Savings Account (HSA).

The City shall deposit 100% of the HDHP deductible (currently \$1700 for a single employee and \$3400 for an employee plus spouse, children or family) into each eligible employee's HSA account for the employee's use for eligible medical expenses. Deposits to eligible employees' HSA accounts will be made in quarterly installments.

If an employee's health coverage status changes from employee only to employee plus one or more (i.e. employee plus spouse, children, or family) within the first three quarters of the calendar year (January through September), the City will make an additional deposit into the affected employee's HSA account in an amount equal to the difference between the employee only and family deductible (difference currently \$1700 per calendar year).

- c. Employees who are not eligible for an HSA as deemed by IRS rules and regulations (for instance they are on Medicare or Medicare eligible and/or they are covered by another non HDHP insurance policy) and or those employees who choose not to have an HSA, the City will compensate them in an amount equal to the HDHP plan annual deductible (currently \$1700 for a single employee and \$3400 for an employee plus spouse, children or family.)

Taxes and other required deductions will apply and be deducted from the compensation payments. The payment of the annual deductible amount will be distributed in quarterly installments.

- d. Contributions to HSAs for mid-year hires will begin at the same time that medical insurance coverage starts which currently is the first of the month following the date of hire. The City will prorate the deductible (currently \$1700 for a single employee and \$3400 for an employee plus spouse, children or family) and deposit a prorated quarterly installment into the employee's HSA account based on the month the employee is first eligible for insurance. The employee will then be eligible for the next scheduled quarterly installment.
- e. The parties agree to reopen this Article and Article 20 for midterm bargaining if any of the insurance plan premiums and this Agreement exceed the excise tax threshold under the Affordable Care Act ("ACA").

ARTICLE 22 - PERSONNEL RULES AND DEPARTMENT REGULATIONS

No new police department personnel rule, department regulations or change in any existing department personnel rules that address subjects that are mandatory issues for bargaining shall be proposed for adoption unless the change has been agreed upon by the Association and the Employer.

Lexipol policies protect the Employee's rights and when practiced reduces officer liability. The Association recognizes the value of Lexipol and agrees to adopt Lexipol as the department's operational policy manual.

ARTICLE 23 - BILL OF RIGHTS

23.1 Purpose

The purpose of this Bill of Rights is to ensure the rights of due process in the investigation of citizen complaints brought against Employees.

- A) An Employee shall be given notice of the nature of the Category II (as defined by the Lexipol Policy Manual) complaint at least 24 hours prior to appearing at an internal affairs investigation meeting. Preliminary questions directed at gaining a general overview of events in order to assess whether an inquiry is necessary and to effectively investigate and gather evidence do not constitute an internal affairs investigation meeting.
- B) If the Employee requests, the Employee shall have the right to be accompanied by an Association representative or legal counsel, of the Employee's choosing, at any interview of an Employee; and
- C) If charges are filed, the Employee shall be given a copy of the summary report of the investigation, a list of the witnesses who will appear against the Employee and

the identity of his/her accuser.

- D) It is agreed that no member of the bargaining unit will be required to write a report to the Employer on any complaint against him/her unless the complaint has been reduced to written form, signed and dated by the complainant and/or when the complainant is anonymous, the complaint has been reduced to written form by the Sergeant and/or the Chief of Police receiving and documenting the complaint. Prior to any written report being required of an Employee, the Employee will be furnished with a copy of said signed complaint, and given a reasonable amount of time, not to exceed forty-eight (48) hours, to consult with the Association's attorney. If an Employee is on leave, the forty-eight (48) hours will begin upon their return to duty.
- E) The Employer will inform the Employee of the outcome of the investigation within ninety-six (96) hours of the completion of the investigative procedure with the exception that new misconduct has been discovered requiring additional investigation and/or when the misconduct develops into a criminal investigation.

23.2 Due Process

All Employees will be afforded due process prior to any disciplinary action being administered beyond an oral reprimand. Due process means a written notice of investigation findings and the range of discipline being considered. The Employer shall provide upon request by the Association and affected Employee all documents which the Employer relied upon to determine its findings.

ARTICLE 24 - SENIORITY

Seniority shall be defined as accumulated service within the bargaining unit. Accumulation of seniority is subject to the following:

1. Seniority for those Employees who promote out of bargaining unit shall, after 30 days, dissipate at a rate of one (1) day for each day the former bargaining unit member is no longer a bargaining unit member.
 - a. Should the former bargaining unit member return to the bargaining unit through demotion or reclassification they shall again begin to accumulate seniority from the point at which dissipation ended.
 - b. If the returning Employee's seniority has completely dissipated, he or she shall be granted one (1) day of seniority more than the most senior probationary Employee upon their return to the bargaining unit.
2. Employees who leave the employment of the Employer due to resignation or lawful termination shall immediately lose all bargaining in seniority.

This article shall apply retroactively to all former members of the bargaining unit who are still employed with the Employer at the time of the signing of this document.

ARTICLE 25 - SAVINGS CLAUSE

Except as otherwise provided for in this Agreement, should any article, section or clause of this Agreement be declared illegal by a court or agency of competent jurisdiction, said article, section or clause shall automatically be deleted from this Agreement to the extent that it violates the law, but remaining articles, clauses and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet, upon request by either party, to negotiate a substitute for the removed article, section or clause.

ARTICLE 26 - FUNDING CLAUSE

The parties to this Agreement recognize that the revenue necessary to operate the Employer's service programs and its facilities and operation must be approved by established budget procedures and, in certain circumstances, by vote of the people. Therefore, the parties to this Agreement concur that where economic conditions prevent the Employer from operating the service programs or its facilities and operations at the level agreed in this contract, then upon written request from either party, the economic provisions of this Agreement shall be reopened automatically for re-negotiations and no other provisions of this Agreement shall be affected thereby. Economic provisions of this Agreement subject to such re-negotiations shall mean only the salary schedule and insurance benefits.

ARTICLE 27 - VACANCIES AND PROMOTIONAL OPPORTUNITIES

When a vacancy occurs and/or new jobs are created for positions in the bargaining unit, they shall be posted for a period of seven (7) working days within the department, stating the job, shift and rate of pay, and when the job is expected to start.

Employees who bid on the job and who meet the minimum qualifications for the job shall be interviewed and considered.

Employees who are not selected for a position shall be informed in writing as to why they were not selected.

A successful qualified bidder shall have a trial period of up to thirty (30) working days on the job, during which time period he/she may decide, for any reason, to return to his/her previous job.

ARTICLE 28 - WELLNESS

28.1 The Employer agrees to reimburse Employees at the rate of \$12.00/per month, not to exceed \$144.00, for membership in a health club or fitness center of the Employee's choosing. Employees desiring reimbursement must provide receipts showing monthly payments they've actually made. The intent of this article is to "reimburse" employees for an expense they've actually incurred.

The reimbursement shall be made once yearly. The Employee must provide receipts no later than June 15 and payment will be included in the first paycheck made by separate check in July.

ARTICLE 29 - DEFENSE AND INDEMNIFICATION

The Employer acknowledges its legal responsibility to provide Employees with a defense and indemnification against any tort claim, demand, or action as prescribed by State law.

29.1 Reimbursement of Legal Fees

The Employer agrees to reimburse an Employee for reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or criminal investigation arising out of the Employee's performance of his/her duty as an Employee within the course and scope of his/her employment with the Employer.

- A. Reimbursement will not be made if:
 - 1. The Employee is convicted by verdict or plea, or pleads to no contest to criminal charges arising out of incident; or
 - 2. The Employee has sustained disciplinary charges at a level higher than written reprimand based on his or her actions which formed the basis for the possible criminal liability, unless the discipline is overturned completely or reduced to a written reprimand or lower through the grievance arbitration process or by agreement of the parties.
- B. The Employer shall have no obligation to reimburse the Association or counsel for the Association for costs or Association legal fees in any instance where the Employee or the Association elect to have counsel for the Association represent the Employee involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding.
- C. The Employer shall have no obligation to reimburse an Employee, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary proceedings or through the grievance or arbitration process.
- D. Any reimbursement required shall be made only at the conclusion of all criminal and disciplinary proceedings, including arbitration, arising out of the incident, and are subject to the following monetary limitations:
 - 1. Legal fees related to grand jury investigation and/or appearance: \$2,500.

2. Legal fees related to a grand jury or post-grand jury indictment or other charging instruments: an additional \$5,000.

E. To receive reimbursement under this Article:

1. The Employee must select one (1) attorney from a list of eight (8) which has been mutually agreed upon by the Association and the Employer. Neither party will unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this agreement, the Association will submit to the Employer the names of the attorneys it proposes for inclusion on the list. If the Employer does not object to an attorney on the list within ten (10) working days, the attorney will be included on the list. The names on the list will be reviewed annually to represent an Employee. If no attorney on the list is available to represent an Employee, the Employee may obtain another attorney with prior approval of the Employer; and

2. The Employee must present the Employer with a sworn affidavit by the attorney listing a breakdown of the time spent, a description of the purpose of such time, and the charge of such time. If the Employer, in its discretion, feels the charges exceed the amounts reasonably, usually and customarily charged, the Employer may submit the bill to a mutually acceptable arbitrator. The arbitrator's determination will be final and binding as to the Employer's obligation under this Article.

ARTICLE 30 - TERM OF AGREEMENT

This Agreement shall become effective as of July 1, ~~2021~~ 2024, unless otherwise specified herein and shall expire on June 30, ~~2024~~ 2027. The Agreement shall be automatically renewed from year-to-year thereafter unless either the Association or the Employer desires to amend or re-negotiate it. The moving party shall notify the other in writing no later than October 15 of the year preceding the expiration of this Agreement that it desires to modify this Agreement. The terms of the Agreement shall remain in full force and effect throughout the period of negotiations.

Executed by the parties on the ____ day of _____, ~~2021~~ 2024.

Jerry Gillham, City Manager
On behalf of the City of Sutherlin

Kyle Nelson, President
On behalf of Sutherlin Police
Officers' Association



126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
Fax: 541-459-9363
www.cityofsutherlin.com

City of Sutherlin

STAFF REPORT					
Re: Resolution to adopt the Douglas County Multi-Jurisdictional Hazard Mitigation Plan				Meeting Date:	05-13-2024
Purpose:	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input checked="" type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input checked="" type="checkbox"/>
Submitted By: Kristi Gilbert, Community Development Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Resolution 2024.10 and FEMA Approval Pending Adoption Letter					

WHAT IS BEING ASKED OF COUNCIL?

Co-Adoption of the Douglas County Multi-Jurisdictional Natural Hazard Mitigation Plan (NHMP).

EXPLANATION

The Douglas County NHMP is organized into a single document which is intended to be co-adopted as the NHMP for Douglas County as well as each of the twelve incorporated cities within Douglas County. While it is a single document representing multiple jurisdictions, it contains the necessary information for each individual city's mitigation planning purposes.

The planning process for the Multi-jurisdictional NHMP was specifically designed to provide the most efficient and effective coordination and input. The NHMP is an important factor of the long-range planning program, and with adequate input from the county and each individual city during the process, it is understood that ultimately each jurisdictions decision making body (City Council/Board of Commissioners) will become the implementers of this document.

OPTIONS

Approve Resolution 2024.10 to adopt the Douglas County Multi-Jurisdictional Natural Hazard Mitigation Plan (NHMP).

Not approve Resolution 2024.10 to adopt the Douglas County Multi-Jurisdictional Natural Hazard Mitigation Plan (NHMP).

SUGGESTED MOTION(S)

Approve Resolution 2024.10 to adopt the Douglas County Multi-Jurisdictional Natural Hazard Mitigation Plan (NHMP).

RESOLUTION NO. 2024.10

**A RESOLUTION ADOPTING THE DOUGLAS COUNTY MULTI-JURISDICTIONAL
NATURAL HAZARD MITIGATION PLAN**

IT APPEARING to the City Council, City of Sutherlin Oregon, that the proposed Multi-Jurisdictional Natural Hazard Mitigation Plan, has been developed collaboratively between Federal, Tribal, State, and Local Government, and has included County/City citizen involvement; and

IT FURTHER APPEARING to the City Council that the proposed Douglas County Multi-Jurisdictional Natural Hazard Mitigation Plan was developed under the guidelines of the FEMA Local Mitigation Plan Review Guide which is taken from the planning requirements of Title 44 Sub-chapter D of the Code of Federal Regulations; and

IT FURTHER APPEARING that the Douglas County Multi-Jurisdictional Natural Hazard Mitigation Plan is in the interest of the citizens of Douglas County and the City of Sutherlin; and

NOW, THEREFORE, the City Council of the City of Sutherlin, Oregon does hereby proclaim and declare the Douglas County Multi-Jurisdictional Natural Hazard Mitigation Plan is adopted by RESOLUTION in the City of Sutherlin, Oregon as described in the attached Exhibit A.

PASSED BY THE CITY COUNCIL, ON THIS ____ DAY OF ____, 2024

APPROVED BY THE MAYOR, ON THIS ____ DAY OF ____, 2024.

Michelle Sumner, Mayor

ATTEST:

Melanie Masterfield, City Recorder, CMC

EXHIBIT A

Douglas County Multi-Jurisdictional Natural Hazard Mitigation Plan



FEMA

April 18, 2024

Chris Boice, Board Chair
Douglas County
1036 SE Douglas Avenue
Courthouse Room CH217
Roseburg, Oregon 97470

Reference: Adoption Required to Finish Douglas County Multi-jurisdictional Hazard Mitigation Plan Process

Dear Chair Boice:

In accordance with applicable¹ laws, regulations, and policy, the United States Department of Homeland Security's Federal Emergency Management Agency (FEMA) Region 10 has determined the Douglas County Multi-jurisdictional Hazard Mitigation plan meets all applicable FEMA hazard mitigation planning requirements except its adoption.

Local governments, including special districts, with a plan status of "Approvable Pending Adoption" are not eligible for FEMA mitigation grant programs with a hazard mitigation plan requirement.

The next step in the approval process is to formally adopt the hazard mitigation plan and send a resolution to the state for submission to FEMA. Sample adoption resolutions can be found in Appendix B of the Local Mitigation Planning Policy Guide.

An approved hazard mitigation plan, including adoption by the local government, is one of the conditions for applying for and/or receiving FEMA mitigation grants from the following programs:

- Hazard Mitigation Grant Program (HMGP)
- Hazard Mitigation Grant Program Post-Fire (HMGP-PF)
- Building Resilient Infrastructure and Communities (BRIC)
- Flood Mitigation Assistance (FMA)
- High Hazard Potential Dams Grants Program (HHPD)

The adoption of your plan more than one year after Approvable Pending Adoption status has been issued must either:

- Validate that the information in the plan remains current with respect to both the risk assessment (no recent hazard events, no changes in development) and the mitigation strategy (no changes necessary); or

¹ Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and National Dam Safety Program Act, as amended; 44 CFR Part 201.6, Mitigation Planning; and Local Mitigation Planning Policy Guide (FP-206-21-0002).

Chair Boice
April 18, 2024
Page 2

- Make the necessary updates before submitting the adoption resolution to FEMA.

We look forward to receiving your adoption resolution and discussing options for implementing this hazard mitigation plan. If we can help in any way, please contact the FEMA Region 10 Hazard Mitigation Planning Team at FEMA-R10-MT_Planning@fema.dhs.gov.

Sincerely,

Wendy Shaw
Risk Analysis Branch Chief
Mitigation Division

Enclosures

cc: Stephen Richardson, Oregon Department of Emergency Management
Jason Gately, Oregon Department of Emergency Management

JF:EC:vl



126 E. Central Avenue
Sutherlin, OR 97479
541-459-2856
Fax: 541-459-9363
www.cityofsutherlin.com

City of Sutherlin

STAFF REPORT					
Re: Resolution 2024.11 - Accept US Department of Agriculture Grant Award for Compost and Food Waste Reduction Pilot Project				Meeting Date:	05/13/2024
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Brandi Medeiros, Community Development Assistant				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Resolution 2024.11					

WHAT IS BEING ASKED OF COUNCIL?

Authorization for the City of Sutherlin to accept the US Department of Agriculture (USDA) Grant Award for The Compost and Food Waste Reduction Pilot Project and delegating authority to the City Manager to sign the agreement.

EXPLANATION

On May 8, 2023, The City of Sutherlin, City Council authorized the City of Sutherlin to apply for a USDA, Compost and Food Waste Reduction Pilot Project Grant. This is part of the Urban Agriculture and Innovative Production, led by USDA's Natural Resources Conservation Service.

The City has been notified that the application was selected and has received the Award Letter and the Grant Agreement for execution.

Source One Serenity, a 501(c)3 non-profit organization currently runs a social enterprise composting facility known as Healterra with a worm digester at the Glide Transfer Station. Source One Serenity will facilitate the grant, utilizing Sutherlin Sanitary Services for waste collection and transport.

There is no city match funding required as part of this grant. Non-Federal Matching funds or cost sharing will be achieved through Source One Serenity and Sutherlin Sanitary Services.

OPTIONS

Approve Resolution 2024.11 to accept the USDA Grant Award for Compost and Food Waste Reduction Pilot Project and delegate authority to the City Manager to sign the agreement.

Not approve Resolution 2024.11 to accept the USDA Grant Award for Compost and Food Waste Reduction Pilot Project and not delegate authority to the City Manager to sign the agreement.

SUGGESTED MOTION(S)

Approve Resolution 2024.11 to accept the USDA Grant Award for Compost and Food Waste Reduction Pilot Project and delegate authority to the City Manager to sign the agreement.

RESOLUTION NO. 2024.11

A RESOLUTION AUTHORIZING THE CITY OF SUTHERLIN TO ACCEPT A UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) GRANT FOR COMPOST AND FOOD WASTE REDUCTION (CFWR) PILOT PROJECT AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE AGREEMENT.

WHEREAS, the City of Sutherlin has applied for a grant from the United States Department of Agriculture for a Compost and Food Waste Reduction (CFWR) Pilot Project; and

WHEREAS, the United States Department of Agriculture has approved the City of Sutherlin for such Grant; and

WHEREAS, the City of Sutherlin hereby accepts the grant of the United States Department of Agriculture in the amount of \$207,671 with a non-federal match of \$51,918; and

WHEREAS, Sutherlin Sanitary holds an exclusive franchise agreement with the City of Sutherlin and will sub-contract this pilot project; and

WHEREAS, the grant will be facilitated through Source One Serenity, a 501(c)3 non-profit organization who currently runs a composting facility known as Healterra, with a worm digester at the Glide Transfer Station; and

WHEREAS, the Sutherlin City Council authorizes City Manager to sign such contract documents on behalf of the City of Sutherlin, as are necessary to complete the acceptance of the grant from the United States Department of Agriculture; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sutherlin, Oregon hereby designates the City of Sutherlin to partner with Source One Serenity to proceed with facilitating the Compost and Food Waste Reduction Pilot Project.

PASSED BY THE CITY COUNCIL, ON THIS _____ DAY OF _____, 2024.

APPROVED BY THE MAYOR, ON THIS _____ DAY OF _____, 2024.

Michelle Sumner, Mayor

Attest:

Melanie Masterfield, City Recorder



126 E. Central Avenue
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City of Sutherlin

STAFF REPORT					
Re: Urban Renewal Minor Amendment				Meeting Date:	05-13-2024
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Kristi Gilbert, Community Development Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Resolution 2024.12 & Exhibit A					

WHAT IS BEING ASKED OF COUNCIL?

City Council is being asked to consider a minor amendment to the Urban Renewal/TIF Plan to include the public buildings, identified as Fire Department Station #1 and Police Department, into the plan/TIF for downtown improvements.

EXPLANATION

As part of the Urban Renewal/TIF (Tax Increment Finance) Plan, Downtown Development/Redevelopment was identified as one of the five project categories.

The Sutherlin Police and Fire Departments both received grant funds for Seismic Rehabilitation Retrofits. In conjunction with the seismic rehabilitation, the much-needed additional facility improvements fall within the urban renewal district criteria.

This Amendment requires concurrence with three of the four largest impacted taxing districts. The Amendment received concurrence from the City of Sutherlin, the Sutherlin School District, and the Douglas County Commission.

The Urban Renewal Agency requests concurrence from the City of Sutherlin for the inclusion of public buildings, identified as Fire Station #1 and Police Department.

OPTIONS

Approve Resolution 2024.12 concurring with the minor amendment to include the public buildings in the Urban Renewal Plan/TIF.

Not approve Resolution 2024.12 concurring with the minor amendment to include public buildings in the Urban Renewal Plan/TIF.

SUGGESTED MOTION(S)

Approve Resolution 2024.12 concurring with the minor amendment to include public buildings in the Urban Renewal Plan/TIF.

RESOLUTION NO. 2024.12

**A RESOLUTION FOR THE CITY OF SUTHERLIN CONCURRING WITH THE
INCLUSION OF A PUBLIC BUILDING PROJECT IN THE SUTHERLIN TAX
INCREMENT PLAN**

WHEREAS, the Sutherlin Municipal Code contains Chapter 2.32 creating an Urban Renewal Agency (“Agency”);

WHEREAS, the City Council pursuant to the requirements of ORS Chapter 457 approved the Sutherlin Tax Increment Finance Plan dated June 11, 2020; and

WHEREAS, Section VI of the Plan authorizes certain project activities within the Sutherlin Tax Increment Finance Area; and

WHEREAS, the Agency has prepared a minor amendment to the Plan to authorize funding for improvements to the Sutherlin Police and Fire stations, both considered public building projects under ORS 457.010; and

WHEREAS, the change of a public building project requires concurrence of taxing districts in accordance with ORS 457.089; and

WHEREAS, these amendments are show in Exhibit A, Plan Amendment; and

WHEREAS, the governing body of taxing districts representing three of the four taxing districts who are estimated to forego the most property tax revenue must concur with this expenditure of funds for a public building project as required by ORS 457.089(3); and

WHEREAS, the Agency has requested concurrence from the City of Sutherlin, the Sutherlin School District, Douglas County and the Umpqua Education Service District; and

WHEREAS, the City of Sutherlin concurs with the inclusion of the public building project for improvements to the Police and Fire stations in the Sutherlin Urban Renewal Plan;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY OF SUTHERLIN AS
FOLLOWS:**

Section 1. The recitals of this resolution are adopted as additional findings and are incorporated herein as if fully set forth.

Section 2. This resolution shall be effective as of the date of adoption.

PASSED BY THE CITY COUNCIL, ON THIS ____ DAY OF ____, 2024.

APPROVED BY THE MAYOR, ON THIS ____ DAY OF ____, 2024.

Michelle Sumner, Mayor

ATTEST:

Melanie Masterfield, City Recorder, CMC

Exhibit A. Sutherlin Tax Increment Plan Amendment

The following changes are made in the Sutherlin Tax Increment Plan. Added language is shown in *italics*.

Inside of front page of Plan:

2022 Amendment: Acquisition of property (Tax Lot 11000, 11100 AND 11200 in Section 17DC of T25S, R5W, Property ID No. R56219, R56212 AND R56226).

2024 Amendment: As part of the Urban Renewal/TIF (Tax Increment Finance) Plan, Downtown Development/Redevelopment was identified as one of the five project categories.

The Sutherlin Police and Fire Departments both received grant funds for Seismic Rehabilitation Retrofits. In conjunction with the seismic rehabilitation, the much-needed additional facility improvements fall within the urban renewal district criteria.

This Amendment requires concurrence with three of the four taxing districts that are estimated to forego the most property tax revenue. The Amendment received concurrence from the City of Sutherlin, the Sutherlin School District and the Douglas County Commission.

SECTION I. DEFINITIONS

Public Building Project: Public building means a fire station, police station, public library, public hospital, capitol building, school as defined in ORS 339.315 (ORS 457.010(12(a))). A public building project must be concurred with through adoption of a resolution by the governing body by three of the four taxing districts that are estimated to forego the most property tax revenue as computed in the report accompanying the proposed plan.

SECTION II. INTRODUCTION

SECTION III. MAXIMUM INDEBTEDNESS

No changes to this section.

SECTION IV. PLAN GOALS AND OBJECTIVES

D. Improve Public Facilities in the Area.

1. Provide financing for the upgrading of the police and fire facilities in the Area.

Table 3. Goals Matrix

Goal	Project Categories
A. Actively increase the Economic Vitality of Sutherlin	Sports Park Facilities Downtown Industrial Park Central Avenue Corridor and Properties at Exit 136
B. Become a Visible Economic Development Leader	Industrial Park Downtown Central Avenue Corridor
C. Establish Sutherlin as a Unique Destination for Overnight Tourism	Sports Park Facilities Downtown Central Avenue Corridor and Properties at Exit 136
D. Improve Public Facilities in the Area	Police and Fire Facilities upgrades

SECTION V. TIF AREA PROJECT CATEGORIES

- E. Public Facilities
- F. Plan Administration

SECTION VI. TIF AREA PROJECTS

E. Public Facilities

Improve Public Facilities in the Area including the Fire and Police facilities. Complete safety, structural, and aesthetic improvements lasting for thirty or more years into the future.

These projects serve and benefit the Area as both structures are in the heart of the downtown and provide public safety services to the Area, making it a desirable place to visit and conduct business. These facilities provide a bookend to the downtown beautification. This work, when completed, will have significantly and positively improved the “vibrancy of downtown”, establishing an environment restraining blighted conditions, and eliminating the appearance of dilapidated facilities. The city’s public safety response systems cross multiple critical functions of effective public safety services, both in downtown and throughout the community. The improvement to these facilities contributes to the eradication of blight in the Area and to the high level of public safety in the Area and the community. .

Change prior E to F.

SECTION VII. AMENDMENTS TO THE PLAN

No changes to this section.

SECTION VIII. PROPERTY ACQUISITION AND DISPOSITION

No changes to this section.

SECTION IX. RELOCATION METHODS

No changes to this section.

SECTION X. TAX INCREMENT FINANCING OF PLAN

No changes to this section.

SECTION XI. VALIDITY

No changes to this section.

SECTION XII. ANNUAL REPORT

No changes to this section.

SECTION XIII. RELATIONSHIP TO LOCAL OBJECTIVES

Public Facilities

Goal: To provide efficient public facilities and services in an orderly planned manner so as to meet the needs of Sutherlin's residents and businesses.

Ensure that as new development occurs, public facilities and services to support the development are available or will be available within a reasonable time.

Goal: To provide and encourage a safe, convenient, aesthetic and economical transportation system.

Encourage the expansion of the street improvement program and also coordinate the program with the future street plan, and thus ensure that those streets that have been designated to carry high volumes of traffic (arterials and collectors) are in satisfactory and safe condition.

13. The city shall work with the Oregon Department of Transportation and Douglas County to improve the city's transportation system to a level consistent with the goals and policies of the Comprehensive Plan and the Public Facilities Plan.

Finding: The Plan conforms to the Public Facilities chapter as there are specific projects identified for *police and fire facilities*, transportation and utility infrastructure improvements in the Area.



CITY MANAGER REPORT (verbal)





COUNCIL COMMENTS





PUBLIC COMMENT





ADJOURNMENT





FOR YOUR INFORMATION



Melanie Masterfield

From: Melanie Masterfield
Sent: Tuesday, May 7, 2024 11:45 AM
To: Ashley (ashley@bciradio.com); DC Commisioners (commissioners@co.douglas.or.us); Dennis Nakata; Erica Welch; Kyle-KQEN (KYLE@BCIRADIO.COM); Michael Salpino; News Desk (newsdesk@nrtoday.com); Register Guard (rgnews@registerguard.com); Roseburg Beacon (info@roseburgbeacon.com)
Subject: City of Sutherlin Meeting Agendas
Attachments: UR Budget Agenda 5.13.24.pdf; City Budget Agenda 5.13.2024.pdf; 6. CC MAY 13.24 Meeting.pdf

Good morning. Attached are the Budget Presentation Agendas for Urban Renewal and City for May 13th beginning at 6:30pm. Also attached is the City Council Agenda for May 13th at 7:00pm.



Melanie Masterfield, CMC

City Recorder/Community Engagement Manager
m.masterfield@ci.sutherlin.or.us
City of Sutherlin
126 E Central Ave.
Sutherlin, OR. 97479
541.459.2857 x 208

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****DO NOT REPLY ALL****

PUBLIC NOTICE – CITY OF SUTHERLIN
BUDGET PRESENTATIONS & CITY COUNCIL MEETINGS

The May 13, 2024, City of Sutherlin's Budget Presentation Meetings will begin at 6:30 p.m. in Civic Auditorium at 175 E Everett. The City has taken steps to utilize current technology in order to make meetings available to the public in compliance with ORS 192.670 – Meetings by Means of Telephone or Electronic Communication. The public is welcome to attend the meeting in person or join via Zoom.

(The Urban Renewal Budget presentation will begin at 6:30pm, followed by the City Budget presentation at 6:45pm, and the City Council Meeting at 7:00pm.)

City of Sutherlin is inviting you to a scheduled Zoom meeting.

Topic: City Budget Presentations and Council Meeting

Time: May 13, 2024 06:30 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/85390107213?pwd=H888ZsyD9mLypONiKikO0Sb8dZQ1Wi.1>

Meeting ID: 853 9010 7213

Passcode: 145300

Find your local number: <https://us06web.zoom.us/j/kddv4EsBmj>