



**City of Sutherlin
Budget Committee
Monday, April 13, 2020
Sutherlin Civic Auditorium
6:30 P.M.**

AGENDA

COMMITTEE MEMBERS

- Tom Boggs, Debbie Hamilton, Todd McKnight, Forrest Stone, Michelle Sumner, Travis Tomlinson and Seth Vincent
- Charles Brummel, Joe Groussman, Renee Lillie, Tom Spelgatti and Larry Whitaker

- 1. CALL TO ORDER**
- 2. FLAG SALUTE**
- 3. INTRODUCTION OF MEDIA**
- 4. ELECTION OF BUDGET CO-CHAIR**
- 5. ELECTION OF BUDGET SECRETARY**
- 6. CITY MANAGER'S BUDGET MESSAGE**
- 7. CONTINUATION OF MEETING – APRIL 20, 2020**



**City of Sutherlin
Regular Council Meeting
Monday, April 13, 2020
Civic Auditorium – 7:00 p.m.
AGENDA**

Mayor Todd McKnight
Council President Boggs
Councilors Hamilton, Stone, Sumner, Tomlinson and Vincent

6:30pm BUDGET MEETING

7:00pm REGULAR 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. March 9, 2020 Minutes – Regular Meeting

6. COUNCIL BUSINESS

- a. Ordinance No. 1077 – Plan Amendment & Zone Change – Allison Subdivision (second reading & adoption)
- b. One Council Meeting Per Month Discussion
- c. ODOT – Flexible Service Maintenance Agreement
- d. Declaration of Emergency (ratify)
- e. Bid Award - Pavement Management 2019-2020
- f. Resolution No. 2020.04 - County Property Vacation

7. CITY COUNCIL COMMENT

8. 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.]

9. ADJOURN

EXECUTIVE SESSION:

ORS 192.660(2)(e) – Real Property Transactions

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.



Call to Order & Flag Salute





ROLL CALL





Introduction Of Media





PUBLIC COMMENT

Agenda Items only





Consent Agenda



CITY OF SUTHERLIN
Regular City Council Meeting
Sutherlin Civic Auditorium
Monday, March 9, 2020 – 7:00pm

COUNCIL MEMBERS:

Tom Boggs, Debbie Hamilton, Forrest Stone, Michelle Sumner, Travis Tomlinson and Seth Vincent

MAYOR: Todd McKnight

CITY STAFF: City Manager, Jerry Gillham

City Recorder, Diane Harris

Deputy City Recorder, Melanie Masterfield

Community Development Director, Brian Elliott

City Planner, Jamie Chartier

Public Works Director, Aaron Swan

Police Chief, Troy Mills

Deputy Fire Chief, Scott McKnight

City Attorney, Chad Jacobs (via Skype)

Audience:

Tami Trowbridge, Jim & Beth Houseman, State Representative Cedric Hayden, Gary Dagel, Dick Shanahan, Geoffrey Faraghan, David Dougherty, Jesten Brenner, Larry & Lynda Whitaker, Tyler Molatore, Gary Fugate

Meeting called to order by Mayor McKnight at 7:00pm.

Flag Salute:

Roll Call: All present

Introduction of Media: None

PUBLIC COMMENT (agenda items only)

- None

CONSENT AGENDA

- **February 10, 2020 Minutes – Regular Meeting**
- **February 24, 2020 Minutes – Workshop Meeting**

MOTION made by Councilor Tomlinson to approve consent agendas as presented, second by Councilor Stone.

Discussion: None

In Favor: Councilors Sumner, Vincent, Stone, Hamilton, Tomlinson, Boggs and Mayor McKnight.

Opposed: None

Motion carried unanimously.

PUBLIC HEARING

- **Plan Amendment & Zone Change and 20-Lot Subdivision on S. Comstock Road**

Mayor McKnight opened the Public Hearing at 7:04 p.m.

Members of Council were asked to disclose any conflicts of interest, ex-parte contact or personal bias. None Mayor McKnight conducted the Public Hearing and City Planner, Jamie Chartier confirmed for the record that this piece of property is a 1.71 acre portion of land located on S. Comstock Road, and is described as T25S, R5W, S19AC, Tax Lot 5800; Property ID No. R22360, and is addressed as 773 S. Comstock Road. All findings of fact and maps were included with the staff report.

Testimony in favor? None

Testimony in opposition? None

Neutral parties who wish to speak? None

The Public Hearing closed at 7:05 p.m.

Discussion from Council?

- Councilor Tomlinson asked for clarification of the type of dwellings that will be built. *Chartier clarified that they will be a townhouse style, one 4-plex and two 8-plexes.*

- Councilor Stone – Is there a garage on each dwelling? **Yes.** Will landscaping be done along the street? **Yes**
- Councilor Sumner – Will the house numbers be visible? ***They will be numbered but it wasn't a condition for approval on the location of the address numbers on the dwellings.***
- Councilor Hamilton – Is this near another dwelling? What will be done for privacy? ***Yes, and there will be perimeter fencing.***
- Councilor Vincent – Will the street be wide enough for emergency services. ***Chartier – It will be a normal size street.***

COUNCIL BUSINESS

- **Budget Committee Appointment**

Staff Report – City Recorder, Diane Harris informed Council of two vacancies on the Budget Committee. Staff received an application from Gary Dagel with term ending December 31, 2022 for consideration.

MOTION made by Councilor Hamilton to approve Budget Committee Appointment to Gary Dagel; term ending December 31, 2022 as presented; second by Councilor Vincent.

Discussion: None

In Favor: Councilors Sumner, Vincent, Stone, Hamilton, Tomlinson, Boggs and Mayor McKnight

Opposed: None

Motion carried unanimously.

- **Ordinance – Plan Amendment & Zone Change – Allison Subdivision (first reading, title only)**

Harris read Ordinance by title only: *“An ordinance amending the City of Sutherlin comprehensive plan map and zoning map to amend the comprehensive plan map from medium density to high density, concurrent with a zoning map change from medium density residential (R-2) to multi-family residential (R-3) for property described as tax lot 5800 in section 19AC of T25S, R05W. The subject 1.71 acre property is located at 773 S Comstock Road and described herein.”*

Staff Report – Chartier stated that all information was provided in the staff report.

MOTION made by Councilor Stone to approve Ordinance – Plan Amendment & Zone Change – Allison Subdivision as presented; second by Councilor Tomlinson.

Discussion: Councilor Stone asked if the water lines would be big enough to accommodate 20 homes. ***Public Works Director, Aaron Swan – Yes.***

In Favor: Councilors Sumner, Vincent, Stone, Hamilton, Tomlinson, Boggs and Mayor McKnight

Opposed: None

Motion carried unanimously.

- **Resolution 2020.03 – Authorizing the City of Sutherlin to apply for the Land and Water Conservation Fund, Local Government Grant and Recreational Trails Programs from the Oregon parks and Recreation Department Grants**

Staff Report – Elliott explained to Council that in efforts to fulfill the developments of the Ford's Pond Master Plan, staff and Friends of Ford's Pond continue their partnership to pursue funding opportunities. If successful, funds will be used to develop projects such as a 1.7 mile ADA accessible paved path encircling the pond, parking, restrooms, site furnishings, lighting, natural playground and landscaping.

MOTION made by Councilor Tomlinson to approve Resolution 2020.03 – Authorizing the City of Sutherlin to apply for grants and funding from the sources listed above as presented; second by Councilor Hamilton.

Discussion: None

In Favor: Councilors Sumner, Vincent, Stone, Hamilton, Tomlinson, Boggs and Mayor McKnight

Opposed: None

Motion carried unanimously.

REPORTS

- **Ford's Pond Community Park & Trail Improvements – Final Design**

Staff Report – Elliott introduced the design team, Tyler Molatore and Jesten Brenner from The Dyer Partnership Engineers & Planners, Inc.; and David Dougherty from DLA Design. They presented a power point presentation of the scope of work, schedule and maps (which are available to view on the city's website).

Scope:

- Parking lot with wayfinding signs and seating
- Connection path
- Pond perimeter path
- Food truck accommodations
- Landscaping
- Site utilities (water, sewer, storm water, electrical, lighting)

Schedule:

- Started Design Nov 2019
- Complete Design Mar 2020
- Bid Process Apr-May 2020
- Construction May-Jun 2020
- Complete Construction Oct 2020

- Councilor Stone – Is the path wide enough for an emergency vehicle? ***Dougherty - It's wide enough for a city vehicle but the area surrounding the path will be clear so it's possible to get an emergency vehicle on the path but that's not what it was designed for.*** How will the path continue through the wetlands? ***The wetlands will need to be mitigated.*** Where will the water come from to irrigate the landscaping? ***Molatore - It will be tied into city water.*** Can we tap into the pond for irrigation? ***Elliott - Not at this time because the area is minimal. Later on once the landscaping grows, that option can be looked into.***

• **Ford's Pond Community Park Sponsorship Plan**

Staff Report – Elliott followed up from last Council meeting's discussion regarding the Sponsorship Plan. Staff in partnership with Friends of Ford's Pond request the establishment of alternate revenue streams that will increase the city's ability to deliver services.

• **Wetlands Consultant Update**

Staff Report – Community Development Director, Brian Elliott informed Council that a contract has been awarded to the Land and Water Environmental Services, Inc. in the amount of \$12,300. Staff reached out to three consultants and based on experience and historic knowledge of the subject property, suggests using this company for services.

- Councilor Stone – Where's the mitigation for Roseburg Forest Products? ***Elliott - The available property is the old mill site in Dixonville. The City will be negotiating with RFP to purchase their mitigated credits to use at the airport industrial lands.***

CITY COUNCIL COMMENTS

Councilor Hamilton

- Thanked Tami Trowbridge and Tracy Martz for a wonderful First Citizen's Banquet. Congratulated all the winners that were honored.
- Asked how necessary it was to have the police and fire monthly reports. ***Other Council members spoke that they liked reading the stats.***

Councilor Tomlinson

- None

Councilor Boggs

- Asked Gillham regarding an email from a citizen wanting to permanently park their motorhome on the street by the tennis courts at Central Park. (During Blackberry Festival, that side of the street is designated for vendors) ***Gillham - Left it in the President of the Blackberry Festival, Duane Waller's hands with the understanding that the city will support the Blackberry Festival.***

Councilor Sumner

- None

Councilor Vincent

- Shout out to Sutherlin Area Chamber of Commerce for a great dinner, nice to see citizens honored.
- Thanked our citizens for the selfless hard work they do to make our town a wonderful place to live and raise a family.

Councilor Stone

- Congratulated Sutherlin High School Girls Basketball team for getting second place at the State Championship over the last weekend.
- There's a light bulb out behind Civic. *Light bulb was replaced, however we are having an electrician look at the issue.*
- What's the city/emergency management team doing to prepare for the Corona Virus? ***Gillham – Staff has posted a press release with instructions on our website and Facebook. We've also ordered 2,000 masks for staff and citizens to come get, but we're not sure when or if they'll come. Spoke with ServePro today and they are a certified disinfecting entity and will provide services at the Community Center when needed. We're being as pro-active as we can at this point.***

Mayor McKnight

- Sutherlin Area Chamber of Commerce dinner was excellent, congratulations to all the winners.
- Thanked the volunteers in our community.
- Reminded everyone of only one meeting this month.

STRATEGIC PLAN UPDATE

- **Identify & Upgrade ADA Accessibility around Central Park**

Swan – Once the sidewalks and ramps on Central Ave were completed, it was apparent that the Central Park wasn't in compliance so those are being done. There's one ramp left.

- Councilor Stone – Is Guido done with all the road work? ***Guido has completed their list but there's still one more walk through.***
- Councilor Tomlinson – Will the pothole be fixed? ***Yes***

PUBLIC COMMENT

- **Jim Houseman, President of Friends of Ford's Pond** – Announced that Friends of Ford's Pond will be having a "Meet the Match, Build the Path" fundraiser at Triple Oak Wine Vault on April 4, 2020 and invited City Council and Staff.
- **State Representative, Cedric Hayden** – Made comments from the audience.

ADJOURNMENT

With no further business meeting adjourned at 7:40 p.m.

Mayor McKnight announced that Council will take a 5-minute break before meeting in Executive Session – ORS 192.660(2) (d) – Labor Negotiator Consultations, to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Executive Session called to order at 7:45 p.m.

Executive Session adjourned at 8:02 p.m.

Approved:

Jerry Gillham, City Manager

Respectfully submitted by,

Melanie Masterfield, Deputy City Recorder

Todd McKnight, Mayor



COUNCIL BUSINESS





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City of Sutherlin

STAFF REPORT					
Re: Ordinance No. 1077 -- Plan Amendment, Zone Change & 20-Lot Subdivision (Nick Allison), Planning File No. 19-S016				Meeting Date:	04/13/2020
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 Chartier, City Planner and Brian Elliott, Community Development Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Ordinance No. 1077 with Exhibits A & B					

WHAT IS BEING ASKED OF COUNCIL?

Consider approval of second reading and adoption of Ordinance No. 1077 for Nick Allison Plan Amendment, Zone Change & 20-Lot Subdivision (Planning File No. 19-S016).

EXPLANATION

This ordinance formally approves the plan map (Medium Density to High Density), zoning map (from Medium Density Residential to Multi-Family Residential) amendments and 20-Lot Subdivision requested by the applicant, on behalf of the property owner. The subject 1.71 acre unit of land is located on the west side of S. Comstock Road, and is described as T25S, R5W, S19AC, Tax Lot 5800; Property ID No. R22360, and is addressed as 773 S. Comstock Road.

The application received recommendation for approval from the Planning Commission after a public hearing held January 21, 2020. A second public hearing was held before the City Council on March 9, 2020.

OPTIONS

1. Approve the second reading and adoption of Ordinance No. 1077 as presented;
2. Approve the second reading and adoption of Ordinance No. 1077 with amendments; or
3. Not approve the second reading and adoption of Ordinance No. 1077.

SUGGESTED MOTION(S)

Motion to

1. Approve the second reading and adoption of Ordinance No. 1077 as presented;
2. Approve the second reading and adoption of Ordinance No. 1077 with amendments; or
3. Not approve the second reading and adoption of Ordinance No. 1077.

ORDINANCE NO. 1077

AN ORDINANCE AMENDING THE CITY OF SUTHERLIN COMPREHENSIVE PLAN MAP AND ZONING MAP TO AMEND THE COMPREHENSIVE PLAN MAP FROM MEDIUM DENSITY TO HIGH DENSITY, CONCURRENT WITH A ZONING MAP CHANGE FROM MEDIUM DENSITY RESIDENTIAL (R-2) TO MULTI-FAMILY RESIDENTIAL (R-3) FOR PROPERTY DESCRIBED AS TAX LOT 5800 IN SECTION 19AC OF T25S, R05W. THE SUBJECT 1.71 ACRE PROPERTY IS LOCATED AT 773 S. COMSTOCK ROAD AND DESCRIBED HEREIN.

The City Council of the City of Sutherlin finds that:

A. Nick Allison submitted an application 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 Tax Lot 5800 in Section 19AC 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 January 21, 2020 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 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 March 9, 2020.

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 all or a portion of Tax Lot 5800 in Section 19AC 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 5800 in

Section 19AC 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 ____, 2020.

APPROVED BY THE MAYOR ON THIS ____ DAY OF ____, 2020.

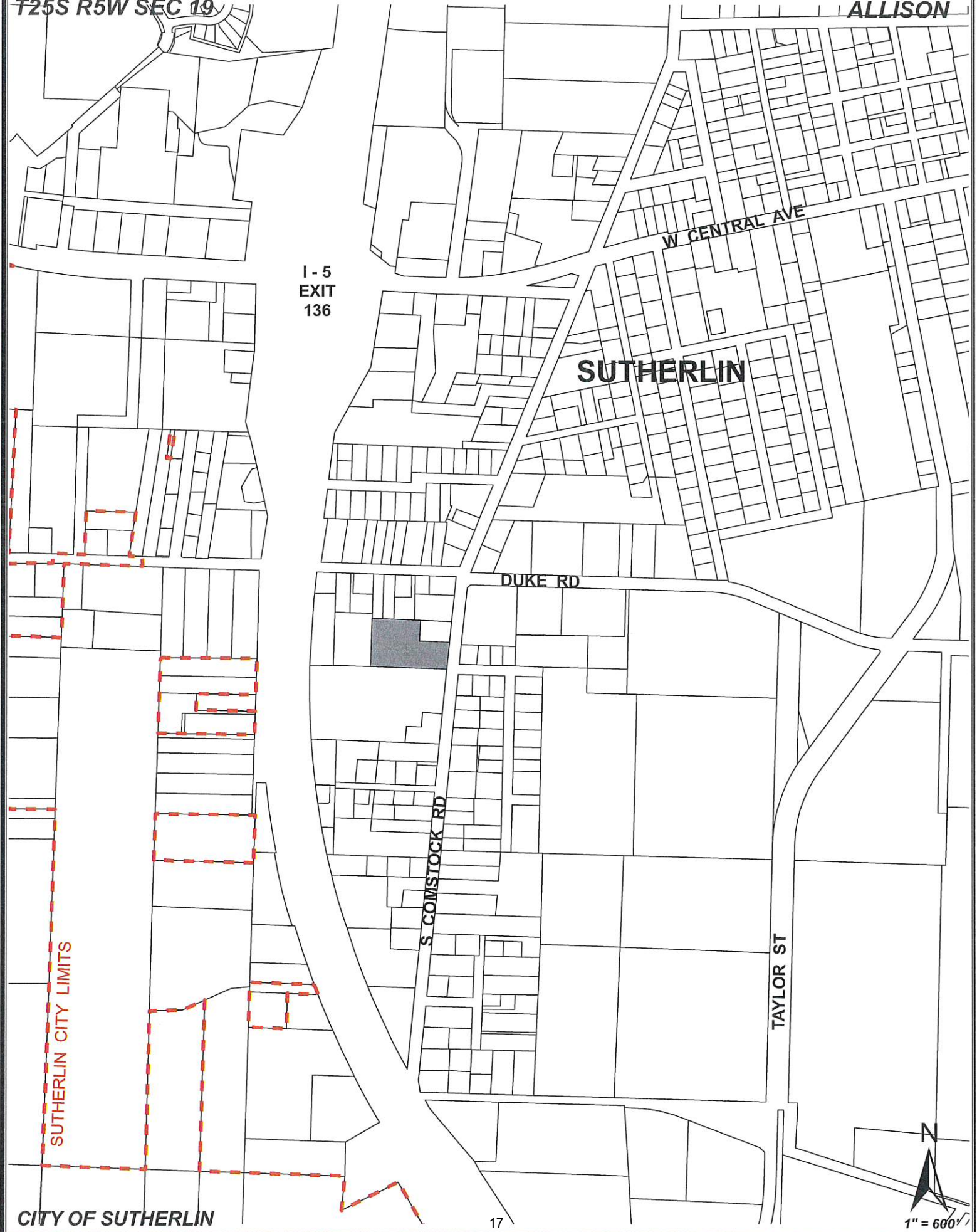
Todd McKnight, Mayor

ATTEST:

Diane Harris, MMC, City Recorder

EXHIBIT "A"
Legal Description

Beginning at a point which is 557.3 feet East and 230.0 feet South of the Northwest corner of the Joseph Holman Donation Land Claim No. 37, in Section 19 of Township 25 South of Range 5 West of the Willamette Meridian; thence running East 242.7 feet; thence South 100.0 feet; thence East 168.7 feet to the center of the County Road; thence South 3°45' West 130.3 feet; thence West 403.2 feet; thence North 230.0 feet to the Place of Beginning, in Douglas County, Oregon.



DUKE RD

S. COMSTOCK RD

AIRWAY AVE

AREA OF PROPOSED
PLAN AMENDMENT (RM to RA);
ZONE CHANGE (R-2 to R-3) &
20-LOT SUBDIVISION

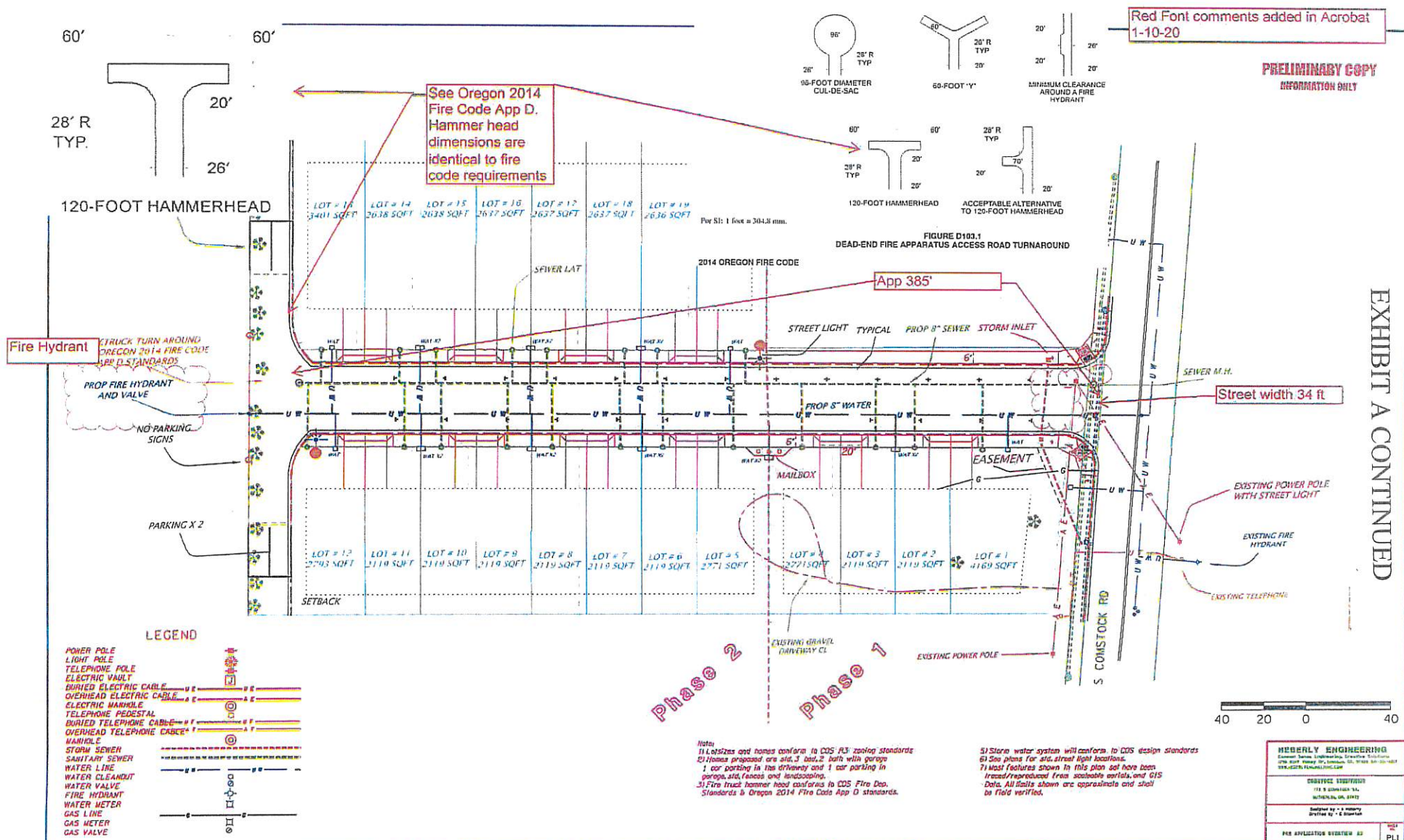


EXHIBIT B

BEFORE THE PLANNING COMMISSION OF THE CITY OF SUTHERLIN

IN THE MATTER of a request for a Plan Map]	FINDINGS OF FACT AND DECISION
Amendment, Zone Map Change and 20-Lot]	Applicant: Nick Allison
Subdivision for a parcel located S. Comstock]	Subject: Plan Amendment, Zone Change
Road and identified by the Douglas County]	and 20-Lot Subdivision
Assessor as T25S, R5W, S19AC, Tax Lot 5800,]	File No.: 19-S018
Property ID No. R22360]	
Property owner: Jade Dunlap]	

PROCEDURAL FINDINGS OF FACT

1. The Comprehensive Plan Map Amendment, Zone Map Change and 20-Lot Subdivision applications were filed with the City on November 19, 2019, and were deemed complete on December 5, 2019.
2. DLCD Notice of Proposed Amendment was submitted electronically to the Department of Land Conservation and Development on December 12, 2019, which was at least 35 days prior to the first evidentiary public hearing on January 21, 2020. DLCD did not provide comments on the application.
3. Pursuant to Sections 4.2.150.D.4 and 4.2.140.C of the Sutherlin Development Code, notice of the public hearing was given by publication in the *News Review* on January 7, 2020, 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, Zone Map Change and 20-Lot Subdivision before the Planning Commission was given in accordance with Sections 4.2.150.D.4 and 4.2.140.C. Notice was sent to affected property owners of record within 100 feet of the subject property, service providers, and governmental agencies on December 12, 2019 and a corrected notice mailed on December 31, 2019. Three (3) written comments on the proposal were received.
5. The Planning Commission held a public hearing on this matter on January 21, 2020.
6. At the public hearing on January 21, 2020, 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. Nick Allison, Applicant
 - b. Oregon Department of Transportation (ODOT), Micah Horowitz
 - c. City of Sutherlin Public Works, Aaron Swan
 - d. Thomas Hammerschmith, adjacent property owner
8. Reference was made to the January 14, 2020 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 January 14, 2020 and entered Staff Exhibits 1-11 into the record.
10. The Planning Commission received clarifying testimony about the proposed development from applicant, Nick Allison. He described the type of dwellings they propose on the property, along with the plan to fence the perimeter. He further stated that the applicant concurred with the staff report and the proposed conditions of approval.
11. The Planning Commission provided opportunity to receive clarifying questions and oral testimony from person in favor to the application. No persons were present.
12. The Planning Commission provided opportunity to receive clarifying questions and oral testimony from person in opposition to the application. Dave Thomas spoke on behalf of himself, along with Steven Montpas.
13. The Planning Commission provided opportunity to receive clarifying questions and oral testimony in rebuttal to the application. Kristi Gilbert, Community Development Supervisor responded with answers pertaining to the Sutherlin Development Code requirements.
14. The Planning Commission provided opportunity to receive clarifying questions and oral testimony from the applicant. Nick Allison, applicant, addressed these questions and concerns. He went into more detail about the design of each single family dwelling, the parking will exceed the requirements and the fencing will be around the entire boundary of the subject property.
15. The Planning Commission closed the public portion of the hearing and commenced discussion on the application.

FINDINGS OF FACT RELATED TO DECISION

Commissioner Davidson expressed concerns with the proposed location of the fire hydrant, city staff noted that the Fire Department responded to the Staff Report requiring the location to be changed. No further objections or concerns were expressed with the proposed Comprehensive Plan Map, Zoning Map Change and 20-Lot Subdivision.

FINDINGS OF FACT

Finding No. 1. The Planning Commission finds the subject property is designated Medium Density in the Sutherlin Comprehensive Plan and zoned Medium Density Residential (R-1) in the Sutherlin Development Code.

Finding No. 2. The Planning Commission adopts by reference the findings of the Staff Report dated January 14, 2020.

Finding No. 3. The Planning Commission finds, based upon the staff report, application materials and the oral testimony provided, that the requested Comprehensive Plan Map amendment from Medium Density to High Density and Zoning Map Amendment from Medium Density Residential (R-1) to High Density Residential (R-3) 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, application materials and the oral testimony 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, application materials and the oral testimony provided, that the proposed amendment is consistent with the applicable criteria of Section 4.11 [Amendments] and Section 4.8 [Zoning Amendments] and Section 4.4 [Land Divisions] of the Sutherlin Development Code. The applicant has demonstrated consistency with the Comprehensive Plan, including inventory documents and facility plans. The subject 1.71 acre property is surrounded on all sides by development with residential use(s). Public facilities and services are available to 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, considering the existing residential 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 Medium Density to High Density is not the result of a mistake or inconsistency, but will be consistent with the existing residential uses surrounding the subject property.

Finding No. 8. The Planning Commission finds that the requested 20-Lot Subdivision was processed along with a Comprehensive Plan Map Amendment and Zone Map Change as a Type IV procedure, subject to applicable provisions of the Sutherlin Comprehensive Plan, Chapter 2, Section 2.2, Chapter 3 (Design Standards) and Chapter 4, Section 4.4 (Land Divisions) of the Sutherlin Development Code.

Finding No. 9. The Planning Commission finds, based upon the staff report, application materials and the oral testimony provided that the proposed development will substantially meet the approval criteria outline in Chapter 4, Section 4.4 (Land Divisions) for the 20-Lot Subdivision proposal and that appropriate criteria and conditions of approval have been imposed to ensure continued compliance.

Finding No. 10. The Planning Commission finds, based upon the staff report, application materials and the oral testimony provided, that the proposed 20-Lot Subdivision development will substantially meet the design standards outlined in Chapter 3, Sections 3.2.100 (Vehicle Access and Circulation) and 3.5.100 (Infrastructure Standards) and the appropriate conditions of approval have been imposed to ensure continued compliance. The Commission further finds the proposed Subdivision will necessitate the construction of a new street, that will be in conformance with the city's residential street standards.

Finding No. 11. The Planning Commission finds, based upon the staff report, application materials and oral testimony provided that the applicant/property owner is trying to make reasonable use of the 1.71 acre property and improve the subject property to meet City Standards, Uniform Fire Code and Sutherlin Development Code.

CONCLUSION

1. A motion was made by Commissioner Price to recommend and seconded by Commissioner Davidson to approve the requested Comprehensive Plan Map Amendment from Medium Density to High Density, Zoning Map Amendment from Medium Density Residential (R-2) to High Density Residential (R-3), along with a 20-Lot Subdivision on the 1.71 acre 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 Medium Density to High Density, Zoning Map Amendment from Medium Density Residential (R-2) to High Density Residential (R-3) and 20-Lot Subdivision on the 1.71 acre property located at 773 S. Comstock Road, subject to the following conditions:

1. The property owner/developer shall submit a final Subdivision Plat which substantially conforms to the approved preliminary Plan in all aspects except as specifically conditioned by the Planning Commission, as well as the general standards and survey plat requirements prescribed by the Sutherlin Development Code. Any alterations shall be reviewed by Community Development Department.
2. The property owner/developer shall meet all requirements of final plat submission and approval criteria in Section 4.4.160 of the Sutherlin Development Code. Each phase is approved for a period of two (2) years, for a total of four (4) years for this approval, unless an extension to the applicable phase is granted pursuant to Section 4.4.120 of the SDC.
3. The property owner(s) shall improve and dedicate the required right-of-way for the interior subdivision street (60 foot right-of-way). The design of the new street shall be modified to include two 11 ft travel lanes, two 7 ft parking lanes, two 6 ft sidewalks and two 6 inch curbs. The new street shall be designed, engineered and constructed in accordance with the standards of the Sutherlin Development Code and
 - i. **Prior to** commencing excavation, site preparation or construction of the road, the applicant shall submit three (3) copies of the design plan for the road, prepared by an Oregon Licensed Professional Engineer, to Community Development for routing to necessary departments for review and consistency with the City's design standards.
 - ii. The City (staff) may require additional information to ensure full compliance with design requirements.
 - iii. The City's Engineer of Record will review the plans submitted, fee is the responsibility of the property owner/developer and they can require additional information/changes to ensure full compliance with city standards.
 - iv. The applicant shall provide a title report showing clear title to the affected strip of land.

4. Prior to final plat approval, property owner/developer shall provide detailed engineered construction plans to be approved by the City of Sutherlin prior to construction. These plans include but are not limited to design of water, sewer, storm water, grading, and erosion control and
 - i. **Prior to** commencing the applicant shall submit three (3) copies of the design plan for the infrastructure improvements, prepared by an Oregon Licensed Professional Engineer, to Community Development for routing to necessary departments for review and consistency with the City's design standards.
 - ii. The City (staff) may require additional information to ensure full compliance with design requirements.
 - iii. The City's Engineer of Record will review the plans submitted, fee is the responsibility of the property owner/developer and they can require additional information/changes to ensure full compliance with city standards.
5. Prior to beginning construction, the property owner(s) of the subject property shall sign a Development Agreement with the City to complete approved improvements located in city right-of-way to city standards. Prior to final plat approval the developer shall install all required improvements as directed by the City, or submit to the City an acceptable agreement for improvements and Irrevocable Letter of Credit or bond mechanism as specified in Section 4.3.170 of the Sutherlin Development Code.
6. Property owner/developer shall install a city standard fire hydrant at the location (at end of Phase 1), as indicated and approved by the City Fire Department to City standards.
7. All utilities shall be designed per standards to be located underground, pursuant to Section 3.5.150 of the Sutherlin Development Code, unless a Type II permit for an exception is filed and approved.
8. Property owner/developer is responsible for and shall install street signs and mailboxes in accordance with city standards.
9. Property owner/developer is responsible for and shall install streetlights within the subdivision, as indicated on preliminary map submitted per city street light policy (Resolution No. 2006-03).
10. Any shared driveways shall be identified on the face of the final plat. Property owner/developer shall provide and record on the plat any reciprocal access and maintenance agreements for any affected lots.
11. Property owner/developer must meet driveway requirements per Sutherlin Development Code Section 3.2.100(M) and 3.2.100(R).
12. Prior to submitting a final subdivision plat, the property owner/developer shall install an engineered, properly sized, and City approved storm drainage system that captures all street and rooftop runoff in the subdivision and pipes it into the existing storm drainage system. The subdivision's storm sewer system shall be designed and constructed to accommodate the existing runoff volumes from the contributory slopes uphill of the subject property.

13. Property owner/developer shall submit a stamped certification by a licensed engineer stating that the rate of storm water drainage during and after development will not increase as a result of the proposed development. The certification shall further state that the developer will adhere to all applicable storm drainage, grading, erosion, and sediment control requirements. The City may impose conditions of approval and/or require submittal of engineered plans that demonstrate there will be no impact to neighboring properties.
14. Property owner/developer shall obtain a 1200-C NPDES Storm Water Discharge Permit prior to construction as required by the Oregon Department of Environmental Quality.
15. Property owner/developer shall coordinate with the City Public Works for the design and installation of water lines with valves and fire hydrants, and water meters at the property line to city standards.
16. Property owner/developer shall coordinate with the City Public Works for the design and installation of sanitary sewer improvements to city standards.
17. The property owner/developer shall obtain an access permit from the City Director of Public Works for the existing and/or proposed access locations onto S. Comstock Road.
18. All necessary easements shall be shown and referenced on the final subdivision plat. Required recorded easements and agreements, reciprocal easements and maintenance agreements for the shared private drives, storm water drainage easements, public and private utility easements.
 - a. All easements outside of dedicated rights-of-way must be shown and described as to type and use on the face of the final plat.
19. The approved subdivision shall be surveyed and monumented as required by ORS Chapter 92, and a final submission plat prepared for City signature. The final plat shall comply with all applicable provisions of ORS Chapter 92, including the standards of ORS 92.050, the survey and monumenting provisions of ORS 92.060, and the declaration requirements of ORS 92.075. The final subdivision plat shall bear the stamp and signature of the Professional Land Surveyor, and shall include a signature line for the Sutherlin Community Development Director, the Planning File Number, along with signature line(s) for the Douglas County Board of Commissioners.
20. If any covenants are to be placed on the subdivision, the applicant shall provide a copy, including the volume and page(s) of the recording with Douglas County, to the City. The applicant shall place a reference on the final plat indicating any covenant restrictions governing the development of the proposed subdivision.
21. The property owner/developer shall pay \$25.00 fee to the City of Sutherlin for each lot for the issuance of an address and to coordinate this with Community Development.
22. An electronic copy (pdf) of recorded final subdivision plat, to include as-built drawings, shall be submitted to the Sutherlin Community Development Department within 10 days after recording.

23. Subdivision plan or plat approval does not constitute home construction approval. Development of the site shall be subject to review and approval of the City of Sutherlin prior to commencing any home construction or site development work.
24. Development of the property shall be subject to City of Sutherlin System Development Charges (SDCs), as well as applicable SDC credits, and such other permits and fees as may apply.
25. Development of the subject property shall comply with state and federal environmental rules, regulations, and standards, and shall conform to all requirements of the Sutherlin Municipal Code.

ADVISORY STATEMENTS:

1. For the development of the individual lots in each phase, property owner/developer must meet City of Sutherlin private driveway standards of Section 3.2.110.
2. At the time of a building permit proposal on any of the new parcels, the permit shall indicate compliance with Development Code Section 2.2 R-3 building setbacks and lot coverage requirements; and the driveway separation, surface improvement, storm water runoff requirements of Development Code Section 3.2.110 Vehicle Access and Circulation and Section 3.4 Vehicle and Bicycle Parking.
 - a. Where a street or driveway is to be paved, the building permit application shall include provisions for on-site storm water collection or infiltration in accordance with city specifications.

DATED THE 18th DAY OF FEBRUARY, 2020.


WILLIAM LEE, CHAIR

N:\Planning\2019 Land Use\19-S016 Allison PZ, ZC & SUBD\19-S016_Allison_PAZCSUBD_PC FFO.docx



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

City of Sutherlin

STAFF REPORT					
Re: One Council Meeting Per Month Discussion				Meeting Date:	4/13/2020
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, Diane Harris				City Manager Review	<input type="checkbox"/>
Attachments: N/A					

WHAT IS BEING ASKED OF COUNCIL?

At the January 27th Council Meeting, during Council Comments, it was suggested that Council discuss the possibility of having one meeting per month on a future agenda.

EXPLANATION

The Sutherlin Municipal Code and City Charter both address meeting frequencies:

SMC Chapter 2.04 City Council, Sections 2.04.010 Meetings – The common council shall, from time to time by resolution, fix the time, frequency and place for the holding of regular meetings pursuant to Chapter IV, Section 10 of the City Charter.

City Charter: Chapter IV – Council, Section 10. Meetings – The council shall hold a regular meeting at least once each month at a time and place in the city designated by the council, and shall adopt rules for the government of its members and proceedings. Upon the mayor's own motion, or at the request of three city councilors, the mayor may call a special meeting of the council upon giving notice thereof to the council members in the manner provided by law.

OPTIONS

If one meeting per month is decided, staff will set in place a process to inform Mayor & Councilors on upcoming agenda items prior to your next meeting.

SUGGESTED MOTION(S)

Motion to hold one meeting per month to be scheduled on the 2nd Monday, of each month.



126 E. Central Avenue
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City of Sutherlin

STAFF REPORT					
Re: Flexible Service Maintenance Agreement ODOT				Meeting Date:	04/13/2020
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: Brian Elliott, Community Development Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Proposed Agreement / Current Agreement					

WHAT IS BEING ASKED OF COUNCIL?

City Council is being asked to approve the Flexible Service Maintenance Agreement with the State of Oregon Department of Transportation.

EXPLANATION

We have been working under a five-year agreement due to expire in July of this year. ODOT has requested we enter into a replacement agreement which would continue to provide flexible maintenance options for the next ten years.

This agreement allows the flexibility for ODOT to submit a work order requesting City's maintenance services on state-owned highways and right-of-ways in the Sutherlin area. In return it also allows the same flexibility for Sutherlin to submit a work order requesting ODOT's maintenance services on city-owned streets and right-of-ways; requests to be made on an "as needed" basis. Invoices for any such work performed shall be submitted on a monthly basis; payment to be made within forty-five calendar days from receipt of invoice.

Each party retains the right to refuse to honor a request if the services or equipment are needed for other purposes, if providing the equipment would be unduly inconvenient or if for any other reason the Party determines in good faith that it is not in its best interest to provide a particular item or service at the requested time. It is up to the discretion of the Party providing the equipment whether an operator will be provided with the equipment.

This agreement may be terminated by mutual written consent of both Parties, or by either Party providing a thirty-calendar days' written notice.

OPTIONS

1. Approve agreement
2. Not approve agreement

SUGGESTED MOTION(S)

1. To approve 10-year Flexible Service Maintenance Agreement between State of Oregon Department of Transportation and the City of Sutherlin.
2. To not approve 10-year Flexible Service Maintenance Agreement between State of Oregon Department of Transportation and the City of Sutherlin.

**AMENDMENT NUMBER 01
FLEXIBLE SERVICE MAINTENANCE AGREEMENT
City of Sutherlin**

This is Amendment No. 01 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the **City of Sutherlin**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on July 13, 2015.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase cost, extension of time and update language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:**

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or five (5) calendar years following the date all required signatures are obtained, whichever is sooner. This Agreement may be modified by mutual consent of both Parties and upon execution of amendments to this Agreement stating said modifications.

Shall be deleted in its entirety and replaced with the following:

3. The term of this of Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner. This Agreement may be modified by mutual consent of both Parties and upon execution of amendments to this Agreement stating said modifications.

b. **TERMS OF AGREEMENT, Paragraph 4, Page 2, which reads:**

4. The total financial obligation for both Parties will not exceed \$375,000 during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

4. The total financial obligation for both Parties will not exceed \$750,000 during the term of this Agreement.

c. **SCOPE OF WORK, Paragraph 3, Page 3, which reads:**

Shall be deleted in its entirety and replaced with the following:

2. Under no condition shall Agency's total obligation for payments exceed \$375,000 during the term of this Agreement.
- g. **EXPENDITURE AUTHORIZATION, Paragraph 4, Page 4, which reads:**
4. The Work Order Authorization form for State may be signed by State's Transportation Maintenance Manager, Allen Deaton, 5443 Eagle Valley Road, Yoncalla, OR 97499-9638, 541-849-2505, allen.e.deaton@odot.state.or.us, or assigned designee upon individuals absence.

Shall be deleted in its entirety and replaced with the following:

4. The Work Order Authorization form for State may be signed by State's Transportation Maintenance Manager, Mark Epps, 5443 Eagle Valley Road, Yoncalla, OR 97499-9638, 541-849-2505, mark.epps@odot.state.or.us, or assigned designee upon individuals absence.
- h. **EXPENDITURE AUTHORIZATION, Paragraph 5, Page 4, which reads:**
5. The Work Order Authorization form for Agency may be signed by Agency's Community Development Director, Vicki Luther, 126 E. Central Ave., Sutherlin, OR 97479, 541-459-2856, v.luther@ci.sutherlin.or.us, or assigned designee upon individuals absence.

Shall be deleted in its entirety and replaced with the following:

5. The Work Order Authorization form for Agency may be signed by Agency's Community Development Director, Brian Elliott, 126 E. Central Ave., Sutherlin, OR 97479, 541-459-2856, b.elliott@ci.sutherlin.or.us, or assigned designee upon individuals absence.

Insert new GENERAL PROVISIONS, Paragraph 1, to read as follows:

1. Americans with Disabilities Act Compliance:

- a. Each Party shall ensure that the services it provides under this Agreement ("Services") comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"). The Parties shall use ODOT standards to assess whether the Services comply with the ADA, including, but not limited to, ODOT Maintenance Operational Notices MG 100-107 ("MG 100-107"), MG144-03 ("MG144-03"), and MG Activities-2 ("MG Activities-2").
- b. The scope of the Services performed under this Agreement is limited to maintenance activities and shall not include alteration, upgrade, or construction of sidewalks or curb ramps, or installation of pedestrian activated signals, except as

otherwise expressly agreed by the Parties pursuant to Subsections d.i or d.ii below.

- c. When Agency is providing Services to ODOT under this Agreement, Agency shall:
 - i. Promptly notify ODOT of completion of Services and allow ODOT to inspect completed Services located on or along a state highway for ADA compliance, prior to acceptance of such Services and release of any Agency contractor, and
 - ii. Ensure that temporary pedestrian routes are provided through or around any work zone as provided in MG Activities-2 and Chapters 1 and 5 of the Oregon Temporary Traffic Control Handbook 2011 ("OTTCH"). For Services included in MG Activities-2 "Situations" Paragraph 2, Agency shall provide ODOT with adequate information to allow ODOT to provide advance notice of any temporary pedestrian route to the public, people with disabilities, and disability organizations. The Parties acknowledge that providing advance notice may not be possible in some such circumstances, including but not limited to, when Services are provided on an urgent or emergency basis, or where the nature and location of the Services are unknown until the beginning of the workers' shift.
- d. **When ODOT is providing Services to Agency under this Agreement:**
 - i. **Prior to Agency's issuance of a Work Order Authorization, Agency shall exercise reasonable efforts to identify if the Services may include an alteration under the ADA as set forth in MG100-107 ("Alteration") and thereby trigger additional modifications to the facility in order to comply with the ADA ("ADA Modifications"). If Agency determines that the Services may include an Alteration, Agency shall not issue the Work Order Authorization until:**
 - A. Agency has completed the ADA Modifications, or
 - B. After obtaining ODOT's concurrence, the Parties include the ADA Modifications in the Services to be provided by ODOT under the Work Order Authorization.
 - ii. After the Agency's issuance of a Work Order Authorization under this Agreement, if ODOT identifies that any Services to be performed by ODOT under the Work Order Authorization in a location under Agency's jurisdiction may include an Alteration, ODOT shall immediately notify Agency. After such notification is provided:
 - A. If Agency decides to proceed with the ADA Modifications, ODOT is not obligated to perform the Services until: (a) the Parties have amended the Work Order Authorization to include the ADA Modifications in the

scope of the Services, or (b) the Agency has completed the ADA Modifications.

- B. If Agency decides not to proceed with the ADA Modifications, (a) ODOT may immediately stop work and cancel the Work Order Authorization, (b) the Parties may amend the Work Order to remove the Services that may include the Alteration, or (c) ODOT may decide, at its sole discretion, to continue to provide the Services in the original Work Order.
 - C. Notwithstanding GERNAL PROVISIONS, Paragraphs 8, 9 and 10, if Agency decides not to proceed with the ADA Modifications, and if ODOT chooses to continue to provide the Services that may include an Alteration, AGENCY SHALL INDEMNIFY AND DEFEND ODOT AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER ARISING OUT OF, OR RELATING TO THE AGENCY'S DECISION NOT TO PROCEED WITH THE ADA MODIFICATIONS AND ODOT'S PERFORMANCE OF THE SERVICES WITHOUT INCLUSION OF THE ADA MODIFICATIONS.
- iii. Any ADA Modifications performed by ODOT pursuant to Subsections d.i or d.ii above shall follow ODOT's standards and processes for design, alteration, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, applicable ODOT Maintenance Operational Notices, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.
 - iv. Agency acknowledges that it has sole responsibility for determining whether the Services may include an Alteration or may trigger other ADA requirements, and agrees to make its own independent assessment regarding compliance with the ADA.
 - v. Agency reaffirms its commitment to provide an accessible ADA-compliant transportation system and ensure that any feature or part of a feature under Agency's jurisdiction that was addressed as part of the Services ("Feature"), including ADA Modifications, is maintained in compliance with the ADA for the useful life of the Feature. This includes, but is not limited to, Agency ensuring that:
 - A. Pedestrian access is maintained as required by the ADA,

- B. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - C. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - D. Any future work on the Feature during the useful life of the Feature complies with the ADA requirements in effect at the time the future work is performed, and
 - E. Applicable permitting and regulatory actions are consistent with ADA requirements.
- vi. Maintenance obligations in Subsection d.v above shall survive termination of this Agreement.
- e. ODOT Maintenance Operational Notices MG 100-107, MG144-03, MG Activities-2, and the OTTCH are incorporated herein by reference.
- i. The OTTCH is available at <http://www.oregon.gov/ODOT/Engineering/Pages/OTTCH.aspx> Copies of MG 100-107, MG144-03, and MG Activities-2 are available for inspection at the ODOT District 7 Office located at 3500 NW Stewart Parkway, Roseburg, OR during regular business hours, or at the following locations online:
- MG 100-107:
https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG100-107_w-diagram.pdf
 - MG 144-03:
https://www.oregon.gov/ODOT/Engineering/DOCS_ADA/MG144-03.pdf

MG **Activities-2:**
https://www.oregon.gov/ODOT/Engineering/Doc_TechnicalGuidance/MG-Activities-2.pdf

- i. All references to MG 100-107, MG144-03, and MG Activities-2 in this Section refer to the version of the policy in place at the time the Services are performed.

GENERAL PROVISIONS, Paragraphs 1 through 16, shall be hereinafter re-numbered as Paragraphs 2 through 17.

- 3. Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken

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together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF SUTHERLIN, by and through
its elected officials

By _____

Title _____

Date _____

By _____

Title _____

Date _____

Agency Contact:

Jerry Gillham
City Manager
126 East Central
Sutherlin, OR 97479
541-459-2856
j.gillham@ci.sutherlin.or.us

State Contact:

Darrin Neavoll
District 7 Manager
3500 NW Stewart Parkway
Roseburg, OR 97470
541-957-3683
Darrin.l.neavoll@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____

Region 3 Manager

Date _____

By _____

District 7 Manager

Date _____

By _____

State Traffic-Roadway Engineer

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Assistant Attorney General

Date: _____

FLEXIBLE SERVICE MAINTENANCE AGREEMENT
City of Sutherlin

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the City of Sutherlin, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572, 366.574 and 366.576, State may enter into cooperative agreements with the counties, cities and units of local governments for the performance of work on certain types of maintenance or improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. State and Agency have determined that it is both to their mutual benefit and to the general public's benefit if they jointly utilize State and Agency highway maintenance resources, including equipment and operators.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency desire to enter into this Agreement to share road and highway maintenance services including patching, shouldering, ditching, sweeping, vegetation control, brushing, signing, landscaping, striping, bridge repair, guardrail repair, winter maintenance activities, hazardous material spills, and drainage. Materials include liquid asphalt, deicer, striping paint, and slurry sealing.
2. The tasks associated with the highway maintenance responsibilities referred to above are as defined in the current editions of the Oregon Department of Transportation's Maintenance Guide and the Routine Road Maintenance Water Quality and Habitat Guide Best Management Practices Manual, which are herein incorporated by reference and located at the following address:

<http://www.oregon.gov/ODOT/HWY/OOM/Pages/publications.aspx>

- a. The Oregon Department of Transportation Maintenance Guide includes the Activity numbers. Other maintenance services may be included as defined on the Work Order Authorization.

3. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or five (5) calendar years following the date all required signatures are obtained, whichever is sooner. This Agreement may be modified by mutual consent of both Parties and upon execution of amendments to this Agreement stating said modifications.
4. The total financial obligation for both Parties will not exceed \$375,000 during the term of this Agreement.
5. If the total cost of this Agreement or individual Work Order Authorization exceeds \$150,000, the Department of Justice must review and approve any amendments and/or Work Order Authorizations prior to performance of any work.
6. This Agreement shall supersede and replace Agreement No. 27876. Agreement No. 27876 will terminate upon execution of this Agreement. Work Order Authorizations issued prior to the replacement of Agreement No. 27876 shall remain in effect. All new Work Order Authorizations shall be issued through this Agreement.

SCOPE OF WORK

1. State's Transportation Maintenance Manager may request maintenance services from Agency on an as-needed basis for work performed on State-owned and maintained highways and highway right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, attached hereto as Exhibit A and made a part of this Agreement. The Work Order Authorization may be signed by State's Transportation Maintenance Manager. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.
2. Agency may request maintenance services from State on an as-needed basis for work performed on Agency-owned and maintained city streets and right of way. Maintenance service requests shall be a written request in the form of a Work Order Authorization, as shown on Exhibit A. The Work Order Authorization may be signed by the Agency's Community Development Director. Each Work Order Authorization that is issued pursuant to this Agreement shall become a part of this Agreement. Both Parties shall sign the Work Order Authorization before commencement of work. An original signed Work Order Authorization shall be completed and returned to the originating Party within ten (10) business days.

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3. The original Work Order Authorization initiated by State shall be forwarded to State's Transportation Maintenance Manager, Allen Deaton, 5443 Eagle Valley Road, Yoncalla, OR 97499-9638, 541-849-2505, allen.e.deaton@odot.state.or.us.
4. State shall provide instructions to Agency employees concerning work to be performed under the Work Order Authorization, and Agency shall direct and supervise its employees who are assigned to assist State.
5. Agency shall provide instructions to State's employees concerning work to be performed under the Work Order Authorization, and State shall direct and supervise its employees who are assigned to assist Agency.

REIMBURSEMENT TO STATE

1. On a monthly basis, State shall submit invoices to Agency for actual costs incurred for work performed under this Agreement. Agency shall reimburse State for equipment and services based on the State's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to City of Sutherlin, Community Development, 126 E. Central, Sutherlin, OR 97479.
2. Under no condition shall State's total obligation for payments exceed \$187,500 during the term of this Agreement.

REIMBURSEMENT TO AGENCY

1. On a monthly basis, Agency shall submit invoices to State for actual costs incurred for work performed under this Agreement. State shall reimburse Agency for equipment and services based on the Agency's rates used for its internal financial management of personnel and equipment adopted and in existence at the time of work being performed. Payment shall be made within forty-five (45) calendar days from receipt of the invoice. Invoices shall be submitted to: Department of Transportation, Transportation Maintenance Manager, Allen Deaton, 5443 Eagle Valley Rd, Yoncalla, OR 97499-9638, allen.e.deaton@odot.state.or.us.
2. Under no condition shall Agency's total obligation for payments exceed \$187,500 during the term of this Agreement.

EXPENDITURE AUTHORIZATION

1. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget. State shall

Agency/State
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not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 7, of the Oregon Constitution. State shall not assume any debts of Agency in violation of Article XI, Section 8, of the Oregon Constitution.

2. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current biennial budget. Agency shall not be indebted or liable for any obligation created by this Agreement in excess of the debt limitation of Article XI, Section 10, of the Oregon Constitution.
3. Neither State nor Agency shall be liable for any expenditure under this Agreement without proper appropriation pursuant to ORS Chapter 291 and ORS Chapter 294 respectively.
4. The Work Order Authorization form for State may be signed by State's Transportation Maintenance Manager, Allen Deaton, 5443 Eagle Valley Road, Yoncalla, OR 97499-9638, 541-849-2505, allen.e.deaton@odot.state.or.us, or assigned designee upon individuals absence.
5. The Work Order Authorization form for Agency may be signed by Agency's Community Development Director, Vicki Luther, 126 E. Central Ave., Sutherlin, OR 97479, 541-459-2856, v.luther@ci.sutherlin.or.us, or assigned designee upon individuals absence.

EQUIPMENT AND SERVICES

1. Each Party shall make available to the other Party vehicles, equipment, machinery, employees, related items and services in the manner and on the terms and conditions provided herein.
2. Services and equipment shall be provided upon reasonable request at mutually convenient times and locations. Each Party retains the right to refuse to honor a request if the services or equipment are needed for other purposes, if providing the equipment would be unduly inconvenient or if for any other reason the Party determines in good faith that it is not in its best interest to provide a particular item or service at the requested time. It is up to the discretion of the Party providing the equipment ("owner") whether an operator is provided with the equipment.
3. The Party receiving the equipment ("user") shall take proper precaution in its operation, storage, and maintenance. Equipment shall be used only for its intended purpose. User shall permit the equipment to be used only by properly trained and supervised operators and shall be responsible for equipment repairs necessitated by misuse or negligent operation. User shall perform and document required written

maintenance checks prior to and after use and shall provide routine daily maintenance of equipment during the period in which the equipment is in user's possession. User shall not, however, be responsible for scheduled maintenance or repairs other than repairs necessitated by misuse or negligent operation.

4. If equipment requires repair while in use, a State mechanic and Agency mechanic shall assess the problem and, in consultation with each other, determine which Party is responsible for repair. In the event an agreement cannot be reached, State's District Manager or designee and Agency shall determine the responsible Party.
5. The entity providing the equipment ("provider") shall endeavor to provide equipment in good working order and to inform user of any information reasonably necessary for the proper operation of the equipment. The equipment, however, is provided "as is", with no representations or warranties as to its fitness for a particular purpose. User shall be solely responsible for selecting the proper equipment for its needs and inspecting equipment prior to use. It is acknowledged by the Parties that the provider is not in the business of selling, leasing, renting, or otherwise providing equipment to others and that the Parties are acting only for their mutual convenience and efficiency.
6. The Parties shall provide equipment storage space to each other, at no charge, upon rental request when mutually convenient. It is recognized that such storage is for the benefit of the Party requesting it. The Party storing the equipment shall be responsible only for providing a reasonably safe and secure area.
7. The user is responsible for any damage to rented equipment considered to be beyond normal wear and tear.
8. Service and usage times, established for the purpose of record keeping and rental charges, will begin at the time the equipment and operator leave the owner's shop or maintenance yard, and end when the equipment and operator return to the owner's shop or maintenance yard.
9. Both Parties shall use their individual internal rental rates for labor and equipment. These rates may be adjusted only once per State fiscal year.
10. Both Parties shall maintain accurate and up-to-date records of all rentals of equipment and operators. Said records will be kept available for inspection by representatives of each Party for a period of six (6) years following termination of the Agreement.
11. Both Parties shall furnish fuel, maintenance, and insurance for their equipment; however, fuel for vehicles and equipment shall be provided by the user during the period in which the equipment or vehicle is in the user's possession.

GENERAL PROVISIONS

1. Both Parties hereby grant the other Party authority to enter onto each other's right of way for the purpose of performing the maintenance services as stated on the Work Order Authorization.
2. Both Parties will only assign personnel to work on each other's right of way that have similar experience on State and Agency right of way.
3. Both Parties acknowledge and agree that each Party, the Oregon Secretary of State's office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of each Party that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts. Both Parties shall retain and keep all files and records for a minimum of six (6) years following termination of the Agreement.
4. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
5. Agency represents that this Agreement is signed by personnel who have been authorized to do so by Agency.
6. State personnel assigned to assist Agency shall not be considered employees of Agency. Agency personnel assigned to assist State shall not be considered employees of State. Agency and State shall each be responsible for the following items in regard to their own employees:
 - a. Payment of all wages and benefits that its employees are entitled to receive through their employment including, but not limited to, vacation, holiday and sick leave; other leaves with pay; medical, dental, life, and accident insurance; other insurance coverage; overtime; Social Security; Workers' Compensation; unemployment compensation, and retirement benefits.

- b. Withholding Social Security, federal and state taxes, and other regular deductions from wages paid to employees.
 - c. Administration of applicable civil service statutes and rules, classification and compensation plans, collective bargaining agreements, and other laws and agreements governing personnel relations with employees.
7. The Parties to this Agreement are of equal authority. Each Party acts independently in the performance of its obligations and functions under this Agreement, and neither Party is to be considered the agent of the other.
8. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
9. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
10. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses,

judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

11. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
12. All employers, including both Parties, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Both Parties shall ensure that each of their subcontractors complies with these requirements.
13. This Agreement may be terminated by mutual written consent of both Parties, or by either Party, upon thirty (30) calendar days' written notice. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
14. Neither Party shall enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from the other Party.
15. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
16. This Agreement and attached exhibit constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

Agency/State
Agreement No. 30641

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF SUTHERLIN, by and through its elected officials

By _____

Title MAYOR

By _____

Title CITY MANAGER

Date 6/29/15

APPROVED AS TO FORM

By _____
Counsel

Date _____

Agency Contact:

Jerry Gillham
City Manager
126 East Central
Sutherlin, OR 97479
j.gillham@ci.sutherlin.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____

Highway Division Administrator

Date 7/13/15

APPROVAL RECOMMENDED

By _____

Region 3 Manager

Date 7-8-15

By _____

District 7 Manager

Date 7/7/15

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____

Assistant Attorney General

Date 6/10/2015

State Contact:

Darrin Neavoll
District 7 Manager
3500 NW Stewart Parkway
Roseburg, OR 97470
541-957-3683

EXHIBIT A

WORK ORDER AUTHORIZATION

☐ State Requesting _____ to Perform Work

☐ _____ Requesting State to Perform Work

Agreement No. 30641 Work Order No. _____

Under the terms of Agreement No. 30641 between the Oregon Department of Transportation (State) and Agency, which is hereby incorporated by reference, the following Project work is authorized:

Project Name: ☐ Flexible Maintenance Services

State Work Order Coordinator: _____ Agency Work Order Coordinator

Total Authorized Amt. this Work Order \$ _____ Expenditure Acct. No.: _____

Work Order Start Date: _____ Work Order End Date: _____

Effective Date: No Work shall occur until signed by all Parties.	State Totals
Expenditure Account No.	No.
A. Amount authorized for this Work Order	\$
B. Amount authorized on prior Work Orders	\$
C. Total Amount authorized for all Work Orders (A+B=C)	\$
D. Agreement Not-to-Exceed amount	\$
E. Amount remaining on Agreement (D-C=E)	\$

SCOPE OF WORK (tasks, hours per task, estimated cost per task, and staff assigned to do the work and their hourly rate. Specify the Party responsible for providing materials and the Party responsible for material costs associated with the Project or services). Work necessary to complete Project or services as described in original Agreement scope of work: (Indicate which services are to be used by checking appropriate box(es)).

Maintenance Services and Equipment Rental: *(List work shown below)*

☐ Patching (100-102, 107-108) ☐ Shouldering (111-112, 119) ☐ Ditching (120) ☐ Sweeping (116-117)
☐ Vegetation Control (131) ☐ Striping (140-141, 147) ☐ Winter Maintenance (170-171, 179-181, 192)
☐ Brushing (132-133) ☐ Signing (142-143) ☐ Landscaping (136) ☐ Drainage (121) ☐ Guardrail Repair (151) ☐ Bridge Repair (163, 169) ☐ Hazardous Material Spills (149) ☐ Equipment Rental (specify equipment)

General Description of Project: _____

This Work Order Authorization may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Work Order Authorization so executed shall constitute an original.

ACCEPTANCE OF TERMS AND ACTION APPROVED BY STATE: I acknowledge and certify that the work in this Work order authorization is within the scope of work of the original Agreement.

State's _____ (approp. title) Date _____

ACCEPTANCE OF TERMS BY LOCAL AGENCY

Name / Title _____ Date _____

APPROVED AS TO LEGAL SUFFICIENCY: If work exceeds \$150,000, signature required

Asst. Attorney General _____ Date _____

cc: District 7 Manager or Transportation Maint. Mgr.
State's Work Order Coordinator
Central Services, Procurement Office (OPO) for Agreement File

EXHIBIT A

Work Order – Local Agency
Rev. 04-08-2008



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

City of Sutherlin

STAFF REPORT					
Re: Council Ratification of City Manager Declaration of Emergency				Meeting Date:	04-13-2020
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 Manager, Jerry Gillham				City Manager Review	<input checked="" type="checkbox"/>
Attachments: 1) Completed Emergency Declaration Form, 2) Declaration of Emergency by the City Manager, 3) CH 2.55 City of Sutherlin Emergency Code					

WHAT IS BEING ASKED OF COUNCIL?

City Council is asked to ratify the Declaration of Emergency established by the City Manager and to extend the expiration date to May 30, 2020 (Section 6 of declaration)

EXPLANATION

During most crisis or critical events impacting the City, the mechanism required to qualify for response assistance and resource allocation, a formal Declaration of Emergency (DOE) must be enacted. Such enactment is described in both the city's Emergency Operations Plan and by City Code. Attached please find the county-required filing form, the city manager's formal DOE and the supporting city code language describing the required process and authority. It is proper protocol that both the Mayor and City Council recognize the emergency and formally ratify the decision of the City Manager to solidify the governance process in this matter and document to county, state and federal response agencies the endorsement of the policy-makers of the city. Additionally, with more information now available, council is asked to formally extend the time period from May 12, 2020 to June 30, 2020 to ensure the continuing ability for the City to acquire resources if necessary.

OPTIONS

1. Ratify the administrative decision of the city manager and extend the date of Declaration of Emergency to June 30, 2020
2. Make further amendments to the DOE and approve as amended.
4. Do not approve.

SUGGESTED MOTION(S)

Move to ratify the administrative order of the city manager to declare a state of emergency dated March 17, 2020 at 3:18 P. M. on behalf of the City of Sutherlin and to extend the declared state of emergency to June 30, 2020.

Appendix A. Declaration of State of Emergency

DECLARATION OF STATE OF EMERGENCY

To: WAYNE STINSON,
Douglas County Office of Emergency Management

From: JERRY GILLHAM,
City of Sutherlin, Oregon

At 1500 HRS (time) on 3/17/20 (date),
a/an COVID-19 IMPACT AND RESPONSE (description
of emergency incident or event type) occurred in the City of Sutherlin threatening
life and property.

The current situation and conditions are:

THERE IS A REPORTED POSSIBLE EXPOSURE WITHIN DIAL-
A-RIDE OPERATION. ONE OF THREE EMPLOYEES HAS
BEEN ILL WHILE WORKING IN CITY OFFICES. THIS EMPLOYEE
HAS BEEN DIAGNOSED W/PNEUMONIA AND NOW QUARANTINED AS A
The geographic boundaries of the emergency are: PRECAUTION.

WITHIN THE CITY LIMITS.

PLEASE SEE ATTACHED

WE DO HEREBY DECLARE THAT A STATE OF EMERGENCY NOW EXISTS IN THE CITY OF SUTHERLIN AND THAT THE CITY HAS EXPENDED OR WILL SHORTLY EXPEND ITS NECESSARY AND AVAILABLE RESOURCES. WE RESPECTFULLY REQUEST THAT THE COUNTY PROVIDE ASSISTANCE, CONSIDER THE CITY AN "EMERGENCY AREA" AS PROVIDED FOR IN ORS 401, AND, AS APPROPRIATE, REQUEST SUPPORT FROM STATE AGENCIES AND/OR THE FEDERAL GOVERNMENT.

Signed: 

Title: CITY MANAGER

Date & Time: 3/17/20 1518 HRS

This request may be passed to the County via radio, telephone, or fax. The original signed document must be sent to the County Emergency Management Office, with a copy placed in the final incident package.

**CITY OF SUTHERLIN, OREGON
CITY MANAGER DECLARING A STATE OF EMERGENCY DUE TO THE
PRESENT COVID-19 PANDEMIC**

WHEREAS, ORS 401.305 provides authority for the City of Sutherlin to act as an emergency management agency, including authority to establish policies and protocols for defining and directing responsibilities during the time of emergency;

WHEREAS, the City of Sutherlin has enacted a local Ordinance (SMC Chapters 2.55.010 – 2.55.070) pursuant to the authority granted by ORS Chapter 401 that provides for executive responsibility in times of emergency;

WHEREAS, Coronaviruses are a group of viruses that can cause respiratory disease, with the potential to cause serious illness or loss of life;

WHEREAS, the Novel Coronavirus causes an illness known as COVID-19. According to the U.S. Centers for Disease Control and Prevention, COVID-19 presents a "high" potential public health threat, both globally and in the United States; the Novel infectious Coronavirus has created a threat to public health and safety, and constitutes a citywide emergency under ORS 401.025(1) and SMC 2.808(1);

WHEREAS, as of March 16, 2020, there are 39 presumptive or confirmed Coronavirus cases in Oregon, 1,629 cases in the United States, and 153,517 cases worldwide in a total of 143 countries; in the United States there have been 41 deaths;

WHEREAS, on March 8, 2020, the Governor declared a State of Emergency for the entire State of Oregon; on March 11, 2020, the World Health Organization declared COVID-19 to be a global pandemic; and on March 13, 2020, the President declared a National State of Emergency.

WHEREAS, on March 12, 2020, the Governor adopted Executive Order 20-05 prohibiting all large gatherings of 250 people or more and on March 13, the Governor ordered all schools closed through the end of March;

WHEREAS, SMC 2.800 et seq and ORS Chapter 401 authorize certain actions to be taken during a state of emergency when necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency;

WHEREAS, the unknown duration of the Novel Coronavirus pandemic will have a significant impact to the City of Sutherlin and the community at large;

WHEREAS, to ensure the City is fully prepared for COVID-19 and that local authorities have the resources needed to respond to COVID-19, a declaration of emergency is necessary;

WHEREAS, the entire City of Sutherlin is in a state of emergency that constitutes a Level 2 emergency in the City's adopted *City of Sutherlin Multi-Jurisdictional Emergency Operation Plan (EOP)*;

WHEREAS, the COVID-19 pandemic is a community-wide emergency and a high level of coordination is needed among the Cities of Sutherlin and Eugene and Lane County, which may require activation of a Coordinated Emergency Operations Center (EOC) with the City of Eugene and/or Lane County, which was not contemplated in the adopted EOP;

WHEREAS, under a Coordinated EOC, the City of Sutherlin retains its autonomy and legal responsibilities as a separate jurisdiction, but the Coordinated EOC may be co-located with Douglas County, and may require sharing of personnel and EOC functions between and among Douglas County and the City of Sutherlin and;

WHEREAS, the development of temporary health care facilities and other public or private facilities needed for emergency response to COVID-19 are emergency measures necessary for the safety or protection of life or property; and

WHEREAS, SMC 2.55.040 and ORS Chapter 401 authorize certain actions to be taken during a state of emergency when necessary for public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency,

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE CITY MANAGER OF THE CITY OF SUTHERLIN:

Section 1. A state of emergency is declared for the entire City of Sutherlin, effective on March 17, 2020 at 3:18 pm for the City of Sutherlin.

Section 2. Upon this declaration of a state of emergency, the City Manager or designee is empowered to carry out the appropriate functions and duties identified in SMC 2.55 and during the time of emergency. The City Manager or designee shall implement the *City of Sutherlin Multi-Jurisdictional Emergency Operation Plan*, except that the City Manager or designee is authorized to activate a Coordinated EOC with the Douglas County or other appropriate emergency response agencies. A Coordinated EOC may be co-located with the City of Sutherlin and/or Douglas County, and may require the sharing of personnel with Douglas County.

Section 3. The City Manager or designee shall take all necessary steps authorized by law to coordinate response and recovery from this emergency, including, but not limited to, requesting assistance and potential reimbursement from Douglas County, the State of Oregon, and appropriate federal agencies; or taking any actions needed to enforce orders and rules issued by the State of Oregon under ORS Chapter 401 or by the federal government.

Section 4. Emergency procurement is authorized under ORS 279B.080.

Section 5. The following special regulations and emergency measures are imposed that are necessary for the public safety or for the efficient conduct of activities to minimize or mitigate the effects of the emergency.

The City Manager or designee may order additional special regulations and emergency measures pursuant to this declaration of a state of emergency and under the authority in SMC subject to ratification by the Common Council at the first available opportunity.

Section 6. The declaration of emergency and special regulations and emergency measures shall expire on May 12, 2020, unless sooner terminated or extended by Order of the Common Council.



3/17/20



JERRY GILLHAM

City of Sutherlin

City Manager

126 E. Central Ave.

Sutherlin, OR 97479

j.gillham@ci.sutherlin.or.us

Chapter **2.55** EMERGENCY CODE

Sections:

- 2.55.010 Definitions.**
- 2.55.020 Declaration of state of emergency.**
- 2.55.030 Emergency interim succession.**
- 2.55.040 Authority.**
- 2.55.050 Declaration of nuisance.**
- 2.55.060 Violation of measure or order.**
- 2.55.070 Controlling provisions.**

2.55.010 Definitions.

For purposes of this chapter, the following words and phrases mean:

“Disaster” means an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural, technological or human-made cause including fire, flood, earthquake, windstorm, wave action, oil spill or other contamination, radioactive incident, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile or paramilitary action, or structure failure of a dam, building or infrastructure, or other public calamity requiring emergency action.

“Emergency” means any human-made, technological or natural event or circumstance causing or threatening loss of life, injury to persons or property, human suffering or financial loss including but not limited to fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of petroleum products or other hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, sabotage and war.

“State of Emergency” means a situation which involves an emergency or a disaster. (Ord. 992 § 1 (part), 2008)

2.55.020 Declaration of state of emergency.

A. The city manager may declare a state of emergency when:

1. An emergency requires a coordinated response beyond that which occurs routinely;
- 2.** The required response is not achievable solely with the added resources acquired through mutual aid or cooperative assistance agreements; and
3. The emergency is of a magnitude requiring county, state and/or federal assistance. Local resources, including mutual assistance response, are insufficient to cope with the situation, and the incident requires response from other levels of government to protect lives and minimize property damage for a large portion of the population.

B. The city manager shall use an administrative order to declare a state of emergency. Any administrative order declaring a state of emergency shall:

1. Immediately be provided to the city council and mayor;
2. Designate the geographic boundaries of the area where the state of emergency exists; and
3. Fix the duration of time in which the state of emergency shall exist. The initial duration shall not exceed a two-week period, but may be extended for additional periods of two weeks.

C. The city manager may request the Governor to declare a state of emergency within the city. The city manager shall submit the request as provided in state law.

D. The city manager shall terminate the state of emergency in an administrative order when the state of emergency no longer exists or when the threat of an emergency has passed. If the Governor has declared a state of emergency within the city, the city manager shall request the Governor to terminate the declaration.

E. The city council may repeal the city manager's declaration of a state of emergency by majority vote. (Ord. 992 § 1 (part), 2008)

2.55.030 Emergency interim succession.

A. If the city manager, for any reason, is unable or unavailable to perform the duties of office under this code during a state of emergency, the duties shall be performed by the first available of those emergency interim successors as designated by the city manager.

B. The powers of the emergency interim successor to the city manager shall be the same as the city manager and the duration of succession shall be until such time as the city manager is able to perform the duties of office. (Ord. 992 § 1 (part), 2008)

2.55.040 Authority.

Upon the declaration of a state of emergency, in addition to other powers granted to the city manager elsewhere in this code or the City Charter, the city manager may:

A. Designate persons to coordinate the work of public and private relief agencies operating in the area and exclude from the area any person or agency refusing to cooperate and work under the coordinator or to coordinate with other agencies engaged in the emergency work.

B. Regulate, by rationing, freezing, use of quotas, prohibitions on shipments, price fixing, allocation or other means, the sale or distribution of food, feed, fuel, clothing and other commodities, materials, goods and services.

C. Order the removal of debris and wreckage which may threaten the public health or safety on public or private property.

D. Barricade streets and prohibit vehicular or pedestrian traffic, or regulate the same on any public street leading to the area designated as an emergency area for such distance as may be deemed necessary under the circumstances.

E. Prohibit or limit the number of persons who may gather or congregate upon any public street, public place or any outdoor place within the area designated as an emergency area.

F. Establish a curfew for the designated emergency area which fixes the hours during which all persons other than officially authorized personnel may not be upon the public streets or other public places.

G. Prohibit the sale, carrying or possession of any firearms or explosives of any kind on public streets or public places.

H. Establish rent controls and provide temporary or permanent housing by purchase, lease or otherwise and to enter into arrangements necessary to prepare or equip the living units for occupancy.

I. Order the evacuation of persons from designated areas as necessary.

J. Adopt rules for the expeditious issuance of permits necessary to address issues which arise from the emergency or disaster.

K. In accordance with Chapter [2.36](#) of this code, suspend the applicable public procurement requirements.

L. To the extent sufficient funds are available and budgeted, to redirect city funds to pay expenses incurred as a result of responding to the state of emergency.

M. Appropriate from commercial or industrial businesses merchandise, equipment or vehicles needed to alleviate the emergency. The city shall reimburse the business within 30 days at the customary value charged for the items during the 90-day period before the declaration of the state of emergency. Nothing in this chapter authorizes the city to take an individual's personal property (including food or other goods).

To the extent that the emergency permits, the city manager shall consult with the mayor and a majority of councilors prior to invoking any of the powers under this section. The city manager shall provide the city council with notice of each action the city manager takes pursuant to this section. By majority vote, the city council may override the city manager's decision to invoke a power or take action pursuant to this section. (Ord. 992 § 1 (part), 2008)

[2.55.050](#) Declaration of nuisance.

Debris or wreckage resulting from a natural disaster or emergency situation is declared to be a nuisance and may be abated as such pursuant to Chapter [8.16](#) of this code. (Ord. 992 § 1 (part), 2008)

[2.55.060](#) Violation of measure or order.

No person shall knowingly violate any emergency measure, regulation or lawful order of an authorized city employee or agent taken pursuant to this chapter. (Ord. 992 § 1 (part), 2008)

[2.55.070](#) Controlling provisions.

In the event of a state of emergency, these code provisions shall control over any conflicting code provisions. (Ord. 992 § 1 (part), 2008)

Mobile Version



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

City of Sutherlin

STAFF REPORT					
Re: Annual Street Maintenance Agreement				Meeting Date:	4/13/20
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: Aaron Swan, Public Works Director				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Bid Announcement & Map					

WHAT IS BEING ASKED OF COUNCIL?

Approve the Annual Street Maintenance Agreement as attached.

EXPLANATION

As part of our annual street/asphalt maintenance plan we put the repair and new surfacing of various streets throughout the city based up staff inspection and anticipated ongoing maintenance costs of these portions. The bid opening was scheduled for March 31st. Due to physical distancing regulations we asked the contractors to submit their bids via e-mail. Upon review of bids, both respondents (Knife River and Umpqua Aggregate Resources) were determined qualified to do the work. Umpqua Aggregate Resources was the low bidder with a bid of \$71,468.25. For this year, we expect to repair/repave, Umpqua Street from 1st to 6th and E. 6th Ave. from Umpqua street to State Street as again, depicted in the attached map.

OPTIONS

1. Approve the contract with Umpqua Aggregate Resources as presented.
2. Not-approve the contract as presented.

SUGGESTED MOTION(S)

Approve the Annual Street Maintenance Agreement with Umpqua Aggregate Resources in the amount of \$71,468.25 as presented.

City of Sutherlin pavement improvement project

For fiscal year 19/20. Umpqua Street/ East Sixth Streets

1.0 Intent

- 1.1) It is the intent of the City of Sutherlin to award a contract for the paving of certain streets with asphalt concrete pavement.

2.0 Scope of Work and workmanship

2.1) The contractor shall furnish all labor, materials and equipment to prepare the existing pavement for overlay and inlay of new asphalt.

2.2) In the preparation of an existing asphalt for paving, the contractor shall remove dirt, gravel, sod and other debris from the existing pavement edges, followed by brooming of the pavement surface.

2.3) A leveling course will be applied in areas that are uneven or deemed too coarse for the overlay. Payment for the asphalt used for the leveling course will be per ton of the mixture placed.

2.4) A tapered grind no steeper than 2" in ten feet shall be used at each intersection to match existing asphalt. A tapered grind will also be employed at paved or concrete driveways so as to match current grade. Grinding/ milling may need to be employed in other areas to even the surface where existing asphalt is too high. Grinding/ milling will be paid by the cubic yard.

2.5) A tack coat shall be applied at the rate of .10 gallons per square yard immediately preceding the placement of each layer of asphalt concrete pavement. Payment for tack coat will be per gallon applied.

2.6) When it becomes necessary to construct a new aggregate base, contractor agrees to do so at City staff's direction. Payment for excavation will be by the cubic yard and Aggregate placed will be by the ton.

2.7) The Contractor shall furnish all labor, equipment and materials to adjust to grade any existing manholes, catch basins, inlets, and valve boxes. If one of these existing structures is determined to be unfit for further use the city shall provide a replacement. Payment for adjusting these structures will be per each structure adjusted.

2.8) The contractor will provide shoulder rock when the transition from top of asphalt to existing shoulder is greater than 3". Aggregate placed will be paid by the cubic yard.

2.9) The contractor shall clean up and properly dispose of any excess materials and debris resulting from the work. The cost of the clean up and disposal shall be included in the cost of the various items.

2.91) The finished surface shall be smooth, free from roller marks and other defects and true to established cross section and grade.

2.92) The top lift of asphalt will be a minimum of 2" depth compacted.

2.93) The contractor shall be responsible for repainting all pavement markings that get removed or covered during construction (stop bars, fog lines, center lines. Ect.) The contractor shall also replace all street signs that get removed or damaged during construction.

3.0 special provisions

3.1 All materials, equipment and construction methods shall be in accordance with 2018's section 744 of the Oregon Department of Transportation (ODOT) standard specifications.

3.2) Construction must be complete before the end of current fiscal year, June 30th 2020.

3.3) Bid opening will take place on March 24th at 1:00 pm at Sutherlin City Hall 126 East Central Ave.

4.0 Testing

4.1) The contractor shall arrange and pay all costs for a certified inspection and testing laboratory acceptable to the city to take compaction tests during placement of the AC pavement. The city shall determine the minimum number of tests for each lift of main pavement placement.

4.2) tests shall be based on AASHTO T-209. Tests shall be collected at locations and intervals selected by the city.

4.3) In the event that tests fail or the compaction methods or efforts are not maintained, additional testing required will be at the expense of the contractor.

5.0 traffic control

5.1) The contractor shall provide the city with a traffic control plan that includes work zone areas, placement of signs, barricades, and other warning devices for the work described herein.

5.2) The traffic control plan shall be in accordance with Oregon state highway division's Manual on Uniform Traffic Control devices and supplements thereto.

5.3) The traffic control plan shall provide a detailed plan to provide access to local businesses and residences when possible and communicate with affected parties those times when access will be limited .

5.4) The contractor shall provide safe passage for all modes of transportation including bike and pedestrian traffic through the work zone during work times as well as when no work is taking place.

5.5) The contractor shall also provide certified flaggers at such times that they become necessary.

5.6) The contractor shall construct and maintain temporary detour signs to route traffic around the construction when possible.

6.0 paving limits

6.1) Paving on Umpqua Street shall begin at a point at the north boundary of the intersection of Umpqua street and First Ave. and proceed northward to a point 17 feet north of the intersection of Umpqua Street and East Sixth Ave. Approximately 1460 LF. The mainline paving of Umpqua Street is an average of 20 feet wide. At each intersection pavement will extend beyond the mainline width into cross streets varying distances (refer to map). Cross streets also average 20' width. Measurements are approximate, new asphalt will match old asphalt limits except when otherwise noted.

6.2) Paving on East Sixth shall begin at the edge of State Street and continue to the Intersection of Umpqua and Sixth Street.

6.3) The leveling course described earlier shall be used primarily on the western half of the 6th street portion of the job.

Bid Schedule

<u>Item description</u>	<u>unit</u>	<u>Quantity</u>	<u>unit price (in figures)</u>	<u>Total price (in figures)</u>
Mobilization	LS	1		
<u>Temporary work zone</u>				
Traffic control	LS	1		
18 inch subgrade				
Stabilization	SQYD	50		
minor adjustment				
of manholes	each	3		
adjustment of				
valve cans	each	6		
cold plane pavement				
removal 0-2 inches deep	SQYD	1000		
level 3 half inch ACP				
mixture	ton	597		

Addendum for Umpqua Street Paving project

Bid Schedule additional items

<u>Item description</u>	<u>unit</u>	<u>quantity</u>	<u>unit price (in figures)</u>	<u>total price (in figures)</u>
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Shoulder rock

1" – 0 Placed	QYD	40		
---------------	-----	----	--	--

Stop bars

At each cross street	each	11		
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17'
ASPHALT
(E SIXTH AVE)

20' ASPHALT
(UMPQUA ST)



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

City of Sutherlin

STAFF REPORT					
Re: City Concurrence of Findings for County Land Transfer				Meeting Date:	4/13/20
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: Jerry Gillham, City Manager				City Manager Review	<input checked="" type="checkbox"/>
Attachments: 1) Resolution 2020.04 , 2) County Order #2020-0303, 3) Plat Map					

WHAT IS BEING ASKED OF COUNCIL?

Approve the transfer of county land to private ownership for purposes of business expansion.

EXPLANATION

In early 2019 Great Northern Trailer owner, Jack Trowbridge in efforts to expand production, talked to the city manager about acquiring a small portion of land depicted as “Exhibit B” (plat map) on the back page of the attached packet. Upon investigation, the city manager learned this portion of public land was in ownership of Douglas County. Subsequently, after contacting the county, they agreed to relinquish ownership and complete the required legal processes. However, even though the land is currently in county ownership, ORS 368.361(3) stipulates that the next local government (Sutherlin) must concur with this transfer. The required county resolution also attached therefore, is provided in response to the ORS stipulation. This small portion of land does include a city water line. Aaron Swan and Mr. Trowbridge are meeting to ensure a city easement to onto this portion of land. Mr. Trowbridge has provided for us in writing his agreement to allow for a city easement. Normally, we would want to secure this easement prior to execution of the transfer resolution. However, because of our unique circumstance and required timelines for execution, the county is requesting council approve the resolution now. Therefore, staff requests that council adopt Resolution #2020.04 with the condition that Mr. Trowbridge provide in writing his approval of an easement for the city’s water line.

OPTIONS

1. Amend and approve Resolution #2020.04 as amended.
2. Not approve Resolution #2020.04.
3. Approve Resolution #2020.04 as presented.

SUGGESTED MOTION(S)

Approve Resolution #2020.04 as presented

RESOLUTION NO. 2020.04

**A RESOLUTION CONCURRING WITH FINDINGS BY DOUGLAS
COUNTY CONCERNING THE VACATION OF CERTAIN LAND IN
SUTHERLIN**

WHEREAS, the City of Sutherlin (“City”) has been working in partnership with Douglas County (“County”) in transferring ownership of land from the County to private ownership for business expansion; and

WHEREAS, ORS 368.361 (3) stipulates that City must acknowledge and declare the “certain land” as unserviceable for use by City; and

WHEREAS, it is agreed by both County and City that the highest and best use of this portion of “certain land” is to return to private ownership; and

WHEREAS, this transfer of “certain land” will facilitate business expansion and become a taxable lot of benefit to all parties concerned and is therefore in the public interest to vacate this “certain land”; and

WHEREAS, in accord with ORS 368.361 (3) City hereby concurs with the findings established by County as described in Exhibit “A”;

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Sutherlin as follows:

Section 1: The City Council hereby accepts and approves the recommendation of the Douglas County as described in Exhibit “A”.

Section 2: The City Manager is directed to effectuate this property vacation according to ORS 368.361 (3) and as described in Exhibit “A” of this resolution.

Mayor, Todd McKnight

ATTEST:

City Recorder, Diane Harris, CMC

2020-0303

EXHIBIT A

03/27/2020

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, OREGON
DOUGLAS COUNTY OREGON
FILED

IN THE MATTER OF THE VACATION OF)	
A PORTION OF OLD RIGHT OF WAY FOR)	PRELIMINARY ORDER
S. CALAPOOIA, COUNTY ROAD NO. 388)	APPROVING
AND A PORTION OF TAX LOT 101 IN)	VACATION OF PROPERTY
SECTION 29B, TOWNSHIP 25 SOUTH,)	WITHOUT HEARING
RANGE 5 WEST, W.M., DOUGLAS)	
COUNTY OREGON)	

MAR 27 2020
DOUGLAS COUNTY CLERK

This matter comes before the Board of Commissioners upon a petition of Promise Land Management, Inc., Jack and Tami Trowbridge, Diana M. Leffingwell, and Richard J. Brand for vacation of the public property described in the attached Exhibit "A"

THE BOARD OF COMMISSIONERS FINDS:

All of the owners of 100% of the property abutting the property proposed to be vacated have signed the petition and approve of the vacation; and

The County Road Official has filed a written report with the Board pursuant to ORS 368.346; and

It would be in the public interest to vacate the property as requested in the petition subject to the following conditions:

An assessment of special benefits for the value of the property to be vacated in the sum of \$1,200 shall be paid to Douglas County Public Works Department by petitioners Promise Land Management, Inc. and Jack and Tami Trowbridge prior to the Board of County Commissioners authorizing vacation of the property and vesting title in the petitioners.

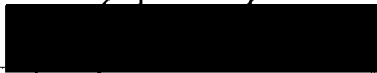
The City of Sutherlin, pursuant to ORS 368.361(3) shall by resolution or order concur in the findings of this Preliminary Order.

THEREFORE, IT IS HEREBY ORDERED that upon performance or fulfillment of the above stated conditions the property described in this order will be vacated, except that any existing utilities or owners of drainage facilities located within said property will have unrestricted access to service, maintain, upgrade or replace their facilities. Title to the vacated property will vest in petitioners Promise Land Management, Inc. and Jack and Tami Trowbridge as shown in Exhibit "B". That portion of vacated property vesting in the petitioners will attach to their abutting properties and will not become separate parcels.

IT IS FURTHER ORDERED that if the above stated conditions are not performed or fulfilled within 6 months of the date of this order, an order denying vacation will be entered.

The County Road Official shall notify the Board of Commissioners whether the conditions are performed or fulfilled within the time allowed.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY

By 
(Tom Kress, Liaison Commissioner to
Public Works, authority to sign granted by order
of the Board of County Commissioners dated
July 22, 2019

Date 3-26-20

Exhibit "A"

A parcel of land in the NW¼ of Section 29, Township 25 South, Range 5 West, W.M., Douglas County, Oregon and being a portion of the old right-of-way for South Calapooia St. County Road No. 388 dedicated in Plat C, Sutherlin Land and Water Co. in Volume 3, Page 11, Subdivision Records of Douglas County, Oregon and being a portion of the County Property described as Parcel #2 in that certain Instrument No. 2004-016471 of the Deed Records of Douglas County, Oregon and being more particularly described as follows:

All that portion of the above described property lying southerly of the southerly right-of-way line of the relocated South Calapooia St. County Road No. 388 described in above said Instrument No. 2004-16471 and lying westerly of the northerly extension of the most-northerly easterly line of a parcel of land described in that certain Instrument No. 2019-008867 of the Deed Records of Douglas County, Oregon and lying southwesterly of a straight line extending southeasterly from and perpendicular to the centerline of said relocated South Calapooia St. County Road No. 388 at centerline Station L¹-62+91.61.

Above described parcel contains 0.48 acres, more or less.

EXHIBIT B

SUTHERLIN LAND & WATER CO - PLAT C - BLOCK 1

9° CL "L1 LINE"
 ? = 90°33'58"
 T = 642.94
 R = 636.62
 L = 1006.29
 LC = 904.75
 LCB = N63°04'39"E
 6% SUPER

$$\frac{41-58+72.81}{42} \text{ PC}$$

~~GUARD RAIL~~

1°38'22"

59+00

$$\frac{1}{60+00}$$

61+00

4455 SQ FT

16400 SQ FT

PROMISE LAND MANAGEMENT, INC
215 N. CALAPOOIA
SUTHERLIN, OREGON 97479

JACK AND TAMI TROWBRIDGE
1350 S. CALAPOOIA
SUTHERLIN, OREGON 97479

SUTHERLIN LAND & WATER CO - PLAT C - BLOCK 1

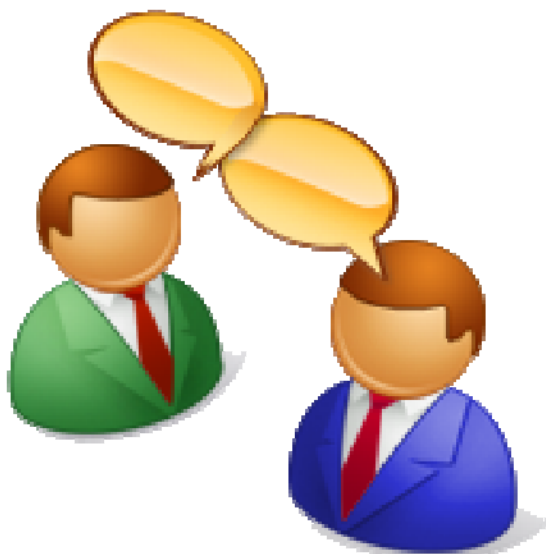
LOT 21

LOT 21

PLAT C - BLOCK 17 LOT 21



COUNCIL COMMENTS





PUBLIC COMMENT





ADJOURNMENT





FOR YOUR INFORMATION



Melanie Masterfield

From: Melanie Masterfield
Sent: Wednesday, April 8, 2020 9:48 AM
To: Ashley (ashley@bciradio.com); DC Commisioners (commissioners@co.douglas.or.us); Erica Welch; KUGN (news@kugn.com); Kyle-KQEN (KYLE@BCIRADIO.COM); News Desk (newsdesk@nrtoady.com); Register Guard (rgnews@registerguard.com); Roseburg Beacon (info@roseburgbeacon.com)
Subject: Sutherlin City Council Agenda and Budget Agenda
Attachments: CC AGENDA APR 13.20 Meeting.pdf; Agenda 4.13.2020.pdf

Good morning. Please see the attached agenda for the City Council meeting for Monday, April 13, 2020 and the agenda for the City Budget meeting for Monday, April 13, 2020.



Melanie Masterfield
Deputy City Recorder

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

m.masterfield@ci.sutherlin.or.us