



**City of Sutherlin
City Council Meeting
Monday, February 13, 2023
Civic Auditorium – 7:00 p.m.**

AGENDA

Mayor Michelle Sumner

Council President Hamilton

Councilors Dagel, Groussman, Smalley, Whitaker and Woods

- 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. January 9, 2023 – Meeting Minutes

6. PRESENTATIONS

- a. Sutherlin Sanitary Service Update

7. COUNCIL BUSINESS

- a. Budget Calendar Approval
- b. Public Hearing – Supplemental Budget Adjustment
- c. Resolution No. 2023.01 – Supplemental Budget Adjustment
- d. Resolution No. 2023.02 – Oregon Community Paths Grant Authorization
- e. Memorandum of Agreement – Umpqua Heart
- f. Vehicle Purchase Approval – Public Works Maintenance

8. STRATEGIC PLAN UPDATE

- a. Ford's Pond Community Park Improvement Project Update

9. CITY MANAGER REPORT

10. REPORTS

- a. Recreational Vehicle (RV) Usage Update

11. CITY COUNCIL COMMENTS

12. 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.]

13. ADJOURN

EXECUTIVE SESSION

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

ORS 192.660(2)(i) – Performance Evaluations of Public Officers and Employees

Zoom Meeting

<https://us06web.zoom.us/j/84728413405?pwd=V3dZUEdhNnhiYVVMdW9hYU5hUFNoZz09>

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

If you have a disability that requires special materials, service, or assistance, please call 541.459.2857 at least 48 hours prior to the meeting to arrange for accommodations



Call to Order & Flag Salute





ROLL CALL





INTRODUCTION OF MEDIA





PUBLIC COMMENT

Agenda Items only





CONSENT AGENDA



CITY OF SUTHERLIN
City Council Meeting
Civic Auditorium
Monday, January 9, 2023 – 7:00pm

COUNCIL MEMBERS:

Joe Groussman, Debbie Hamilton, Shawn Smalley and Larry Whitaker

MAYOR: Michelle Sumner

CITY STAFF: City Manager, Jerry Gillham

Finance Director, Tami Trowbridge

City Recorder/HR Director, Diane Harris

Deputy City Recorder, Melanie Masterfield

Public Works Director, Aaron Swan

Community Development Supervisor, Kristi Gilbert

Police Chief, Troy Mills

Deputy Fire Chief, Scott McKnight

City Attorney, Chad Jacobs (via Zoom)

Audience: Alan & Thomas Woods, Carleen House, Vanessa Comstock, Jennifer Osborn, Molly & David Hamner, Derek & Tiffany Danforth, Candy & Teloa Dagel, Calvin Calvin, Larry Bahr

Via Zoom: Nancy Rodriguez, Eileen Smalley

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

Flag Salute:

Roll Call: All present

Introduction of Media: None

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

PUBLIC COMMENT (agenda items only)

- None

CONSENT AGENDA

- **December 12, 2022 Minutes – Regular Meeting**

MOTION made by Councilor Hamilton to approve Consent Agenda as presented; second by Councilor Whitaker.

Discussion: None

In favor: Councilors Whitaker, Smalley, Groussman, Hamilton and Mayor Sumner.

Opposed: None

Motion carried unanimously.

COUNCIL BUSINESS

- **Oath of Office – Mayor & Council Members**

City Recorder, Diane Harris administered the Oath of Office to re-elected Mayor, Michelle Sumner; re-elected Councilor, Debbie Hamilton; and newly elected Councilor, Lisa Woods.

- **Acceptance of Resignation & Declare a Vacancy**

Staff Report – Harris – Councilor elect Tom Boggs resigned from Council effective December 31, 2022. Per the City Charter, a vacancy that occurs within six months of an election may be filled with a candidate that received the highest votes without being elected. Gary Dagel received the next highest votes during the November 8, 2022 General Election.

MOTION made by Councilor Whitaker to accept Councilor Tom Boggs resignation and declare a Council vacancy as presented; second by Councilor Groussman.

Discussion: None

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

Opposed: None

Motion carried unanimously.

- **Council Appointment**

Mayor Sumner asked Gary Dagle if he is interested in filling the position. He accepted.

MOTION made by Councilor Groussman to appoint Gary Dagle to City Council as nominated; second by Councilor Hamilton.

Discussion: None

In favor: Councilors Whitaker, Smalley, Groussman, Hamilton, Woods and Mayor Sumner.

Opposed: None

Motion carried unanimously.

Harris administered the Oath of Office to appointed Councilor, Gary Dagle – term ending December 31, 2026.

- **Council President Appointment**

MOTION made by Councilor Groussman to appoint Councilor Hamilton as Council President as nominated; second by Councilor Dagle.

Discussion: None

In Favor: Councilors Whitaker, Smalley, Groussman, Hamilton, Woods, Dagle and Mayor Sumner.

Opposed: None

Motion carried unanimously.

- **Parks Advisory Committee Chair Appointment**

MOTION made by Councilor Dagle to appoint Councilor Whitaker as Parks Advisory Committee Chair as nominated; second by Mayor Sumner.

Discussion: None

In Favor: Councilors Whitaker, Smalley, Groussman, Hamilton, Woods, Dagle and Mayor Sumner.

Opposed: None

Motion carried unanimously.

- **Finance Committee – Council Appointments (2)**

Staff Report – Finance Director, Tami Trowbridge – Finance meets every other month to discuss reports, internal fiscal policies, debt payments, etc.

MOTION made by Councilor Whitaker to appoint Councilors Woods and Groussman to Finance Committee as nominated; second by Councilor Smalley.

Discussion: Councilor Woods asked for further details. *Trowbridge explained.*

In Favor: Councilors Whitaker, Smalley, Groussman, Hamilton, Woods, Dagle and Mayor Sumner.

Opposed: None

Motion carried unanimously.

- **TRT Council Representative Appointment**

MOTION made by Councilor Whitaker to appoint Councilor Dagle as TRT Council Representative as nominated; second by Councilor Groussman.

Discussion: None

In Favor: Councilors Whitaker, Smalley, Groussman, Hamilton, Woods, Dagle and Mayor Sumner.

Opposed: None

Motion carried unanimously.

- **Commission/Committee Appointments & Re-Appointments**

Staff Report – Harris asked Council to consider filling the vacancies on Budget Committee, Planning Commission, Parks Advisory Committee, and Library Advisory board.

- **Budget Committee**

The City received two applications for re-appointment from Tom Maloney and Jeneen Hartley – Terms ending December 31, 2025.

Applicants were invited to introduce themselves. Neither were present.

- **Planning Commission**

The City received two applications for re-appointment from Tom Maloney and Norm Davidson – Terms ending December 31, 2026.

Applicants were invited to introduce themselves. Neither were present.

- **Parks Advisory Committee**

The City received two applications for re-appointment from Adam Sarnoski and Lynda Whitaker – Terms ending December 31, 2024.

Applicants were invited to introduce themselves. Neither were present.

- **Library Advisory Board**

The City received one application for re-appointment from Carleen House – Term ending December 31, 2026.

Applicant was invited to introduce herself.

Carleen House introduced herself and expressed appreciation for the library's success.

MOTION made by Councilor Dagle to appoint Tom Maloney and Jeneen Hartley to Budget Committee – Terms ending December 31, 2025; appoint Tom Maloney and Norm Davidson to Planning Commission – Terms ending December 31, 2026; appoint Adam Sarnoski and Lynda Whitaker to Parks Advisory Committee – Terms ending December 31, 2024; appoint Carleen House to Library Advisory Board – Term ending December 31, 2026 as presented; second by Councilor Hamilton.

Discussion: None

In Favor: Councilors Whitaker, Smalley, Groussman, Hamilton, Woods, Dagle and Mayor Sumner.

Opposed: None

Motion carried unanimously.

STRATEGIC PLAN UPDATE (verbal)

- **Street Management Masterplan w/Funding Options**

Public Works Director, Aaron Swan – Staff broke this Masterplan down into smaller categories due to the abundance of streets in Sutherlin. A list was compiled of the top 10 worst streets and a two-year plan was created. Adjustments can be made to the list as other streets become in need of repair. This process will help manage street maintenance more effectively.

- Councilor Dagle – Is the street to the dog park a City Street? *Swan – Maple Street is a City street but also a private driveway.*

CITY MANAGER REPORT (verbal)

City Manager, Jerry Gillham - An Executive Session is not needed at this time after meeting with Mayor Sumner regarding the City Manager evaluation. A list of work goals will be compiled and presented at the next Council meeting. Council was encouraged to add more goals to his list.

CITY COUNCIL COMMENT

Councilor Whitaker

- Nothing to report.

Councilor Smalley

- Congratulated Councilors and re-appointed Council President.

Councilor Groussman

- Agreed with Councilor Smalley.
- Expressed appreciation for attendees.

Councilor Hamilton

- Officer Appreciation Day – thanked the Police Department.
- Wished everyone a Happy New Year.
- Looking forward to this being another successful, moving forward year.

Councilor Woods

- Looking forward to serving the community and working with everyone.

Councilor Dagel

- There are talented people in the community that could help with SDDI (Sutherlin Downtown Development Inc.).
- Would like to see more progress with SDDI.

Mayor Sumner

- Welcomed Councilors Woods and Dagel.
- Thanked the Police Department for all they do.

PUBLIC COMMENT (Off Agenda Items)

- None

ADJOURNMENT

With no further business, meeting adjourned at 7:33 p.m.

Approved:

Jerry Gillham, City Manager

Respectfully submitted by,

Melanie Masterfield, Deputy City Recorder

Michelle Sumner, Mayor



PRESENTATIONS





Sutherlin Sanitary Service Update (verbal)





COUNCIL BUSINESS



City of Sutherlin
Budget Calendar (Fiscal Year 2023-24)

Event	Attendees	Planned Date(s)	Latest Date
Estimate current year-end revenue and expenditures	Dept Heads	Mar 10	Mar 24
Update CIP	City Mgr, Dept heads	Apr 3	Apr 17
Requested budget prepared and provided to finance	Dept heads	Mar 24	Apr 3
Dept meetings with City Manager and Finance	Dept heads, staff, City Mgr	Week of Apr 3	Apr 21
Budget narratives completed	Dept heads	Apr 14	Apr 21
Update year-end revenue and expenditure estimates	Dept heads	Monthly	Monthly
Publish “Notice of Budget Committee Meeting” (ORS 294.426)	Finance	5-30 days before meeting, 10+ days on website	5-30 days before meeting, 10+ days on website
Provide proposed budget (ORS 294.408) and budget message to budget committee	Mayor, City Council, City Mgr, Budget Committee	May 8	May 8
First budget committee meeting (ORS 294.408 and 294.426)	Budget Committee, City Mgr, Dept heads	May 15	May 15
Additional budget committee meetings (if necessary) (ORS 294.428)	Budget Committee, City Mgr, Dept heads	May 16, May 17	May 16, May 17
Budget committee approves budget (ORS 294.428)	Budget Committee	No Later than May 17	May 17
Publish “Notice of Budget Hearing” (ORS 294.438, 294.448) (LB1)	Finance	5-30 days before meeting, 10+ days on website	5-30 days before meeting, 10+ days on website
City Council hold public hearing; adopts budget; levies taxes (ORS 294.456)	City Council	Jun 12	Jun 12
Adopted budget goes into effect	City	Jul 1	Jul 1
Adopted budget submitted to County Assessor (LB50) and Department of Revenue (ORS 294.458) (w/Resolutions)	Finance	Jul 15	Jul 15



City of Sutherlin

STAFF REPORT					
Re: Public Hearing for Supplemental Budget Adjustment				Meeting Date:	02/13/2023
Purpose:	Action Item ☒	Workshop ☐	Report Only ☐	Discussion ☐	Update ☐
Submitted By: Tami Trowbridge, Finance Director				City Manager Review	☒
Attachments: Public Hearing Notice					

WHAT IS BEING ASKED OF COUNCIL?

This is a public hearing for Resolution 2023.01 for interested parties to speak regarding the proposed changes to the fiscal year 2022-23 budget. After the hearing, Council is being asked to consider approving Resolution 2023.01 to adopt the Supplemental Budget Adjustment for fiscal year 2022-23 as described herein.

EXPLANATION

There are several items that were unforeseen the time the budget was prepared, including Transient Room Tax receipts being significantly over budget and our agreement calls for 62.5% to be distributed to the Chamber; Ford's Pond Project Grants needing to be revised based on sharp project price increases; Wildland Protection Grants becoming available, as well as several Fire Conflagration opportunities; Price increases for Vehicle Fuel and Vehicle Purchase (already approved by Council); Increased Costs associated with membership on OCCMA Board for City Manager.

OPTIONS

After the Public Hearing, to either adopt Resolution 2023.01 Supplemental Budget Adjustment or to not adopt Resolution 2023.01 Supplemental Budget Adjustment

SUGGESTED MOTION(S)

After considering any public comment, move that Resolution 2023.01-Supplemental Budget Adjustment be adopted as presented.

NOTICE OF SUPPLEMENTAL BUDGET HEARING

A public hearing on a proposed supplemental budget for the City of Sutherlin for the current fiscal year will be held at Civic Auditorium (175 E Everett Ave).

The hearing will take place on February 13, 2023 at 7:00 PM.

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after February 1, 2023 at City Hall between the hours of 9:00 AM and 4:00 PM, or on the City website, www.ci.sutherlin.or.us.

SUMMARY OF PROPOSED BUDGET CHANGES AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED

FUND: Tourism-Motel Tax Fund

Resource	Amount	Requirement	Amount
1 _____	-	1 Tourism Promotion	50,380.00
Revised Total Fund Resources	-	Revised Total Fund Requirements	458,100.00

Comments:

At the time the budget was prepared for FY21-22, the Transient Room Tax Revenue was very conservatively projected, given the major reduction that was a product of the COVID-19 pandemic. Actual Receipts exceeded budgetary amounts by almost 50% The agreement with the Chamber calls for the City to distribute 62.5% of the receipts to them. Therefore an adjustment to the budget is needed to fulfill the terms of our agreement.

FUND: Parks Construction

Resource	Amount	Requirement	Amount
1 Intergovernmental Grants	550,000.00	1 Ford's Pond Phase 2	550,000.00
Revised Total Fund Resources	1,524,800.00	Revised Total Fund Requirements	1,524,800.00

Comments:

At the time the budget was prepared for FY22-23, we were using existing cost estimates and proposed grant amounts. In the interim, there have been significant price increases, and amendments to the grants. Therefore an adjustment to the budget is needed.

FUND: General Fund - Fire Dept.

Resource	Amount	Requirement	Amount
1 Wildland Protection Grants	70,000.00	1 Wages & Overtime	137,300.00
2 Conflagration	75,025.00	2 Gas & Lubricants	3,500.00
3 _____		3 Fire Equipment	45,000.00
4 _____		4 Transfer to Fire Reserve for Equip	23,620.00
Revised Total Fund Resources	9,315,931.00	Revised Total Fund Requirements	1,628,070.00

Comments:

At the time the budget was prepared, the amounts for Wages and overtime were accurate based on standard shifts. The Wildland Protection Grants came available later, as did the opportunities for Conflagration response. The Fire Equipment Purchase was approved by Council earlier this year, and the adjustment for Fuel is a product of increased Diesel Costs. A Budget adjustment was necessary.

FUND: General Fund - Police Dept

Resource	Amount	Requirement	Amount
1 _____		1 Salaries & Wages	44,100.00
2 _____		2 Gas & Lubricants	2,500.00
Revised Total Fund Resources		Revised Total Fund Requirements	2,849,200.00

Comments:

At the time the budget was prepared, the amounts for Salaries & Wages were accurate based on standard shifts. There was a Retroactive pay issue that came up and was resolved during the course of this fiscal year which was unforeseeable. Also the adjustment for Gas & Lubricants is a product of increased fuel prices. A budget adjustment was necessary.

FUND: General Fund - City Manager's Office

Resource	Amount	Requirement	Amount
1 _____		1 Meeting Expense	500.00
2 _____		2 Office Supplies	450.00
3 _____		3 Travel Expense	1,500.00
Revised Total Fund Resources		Revised Total Fund Requirements	169,300.00

Comments:

At the time the budget was prepared, the Material and Supplies budget was accurate. During the first 6 month of this fiscal year, Jerry has been appointed to the OCCMA board which could involve extra travel for him. He has also initiated a Douglas County City Manager's Coalition and Sutherlin is hosting the meetings. A budget adjustment was necessary.

FUND: Enterprise Fund - Water Reserve

Resource	Amount	Requirement	Amount
1 _____		1 Vehicles	6,000.00
Revised Total Fund Resources		Revised Total Fund Requirements	344,300.00

Comments:

At the time the budget was prepared, the projected cost of a replacement pickup for the Water Department was included. When a vehicle was finally located, the cost was 14.5% more than budgeted. Council approved the purchase, therefore a budget adjustment was necessary.



City of Sutherlin

STAFF REPORT					
Re: Supplemental Budget Adjustment for Fiscal Year 2022-23				Meeting Date:	02/13/23
Purpose:	Action Item ☒	Workshop ☐	Report Only ☐	Discussion ☐	Update ☐
Submitted By: Tami Trowbridge, Finance Director				City Manager Review	☒
Attachments: Resolution 2023.01					
WHAT IS BEING ASKED OF COUNCIL?					

Consider approving Resolution 2023.01 to adopt a Supplemental Budget Adjustment for fiscal year 2022-23 as described herein.

EXPLANATION

There are several items that were unforeseen the time the budget was prepared, including Transient Room Tax receipts being significantly over budget and our agreement calls for 62.5% to be distributed to the Chamber; Ford's Pond Project Grants needing to be revised based on sharp project price increases; Wildland Protection Grants becoming available, as well as several Fire Conflagration opportunities; Price increases for Vehicle Fuel and Vehicle Purchase (already approved by Council); Increased Costs associated with membership on OCCMA Board for City Manager.

OPTIONS

Adopt Resolution 2023.01 Supplemental Budget Adjustment as presented

Do not adopt Resolution 2023.01 Supplemental Budget Adjustment

SUGGESTED MOTION(S)

Move that Resolution 2023.01 Supplemental Budget Adjustment be adopted as presented.

RESOLUTION NO. 2023.01

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET ADJUSTMENT, AMENDING THE 2022-2023 BUDGET.

The City Council of Sutherlin finds that:

- A.** That ORS 294.473 provides the procedures for public governing bodies to adopt supplemental budget adjustments when estimated expenditures differ by more than ten percent from the expenditures in the budget as most recently amended prior to the supplemental budget.
- B.** The procedure includes the municipal corporation providing notice of a supplemental budget adjustment hearing and holding a public hearing on the supplemental budget adjustment prior to adopting a resolution to change the budget by more than ten percent.
- C.** Public notice has been provided as required by ORS 294.473 and a public hearing related to the supplemental budget adjustment was held on February 13, 2023, and
- D.** Due to unforeseen events at the time of adoption, fiscal year 2022-23 budget requires adjustment including but not limited to the following:
 - a.** Tourism-Motel Tax Fund:
 - i.** At the time the budget was prepared for FY21-22, the TRT Revenue was very conservatively projected given the major reduction that was a by-product of the COVID-19 pandemic. Actual Receipts exceeded budgetary amounts by almost 50%. The agreement with the Chamber calls for the City to distribute 62.5% of the receipts to them. This adjustment is necessary to fulfill the terms of our agreement.
 - b.** Parks Construction:
 - i.** At the time the budget was prepared for FY22-23, we were using existing cost estimates and proposed grant amounts. In the interim, there have been significant price increases, and amendments to the grants. A budget adjustment is necessary to accommodate these changes.
 - c.** General Fund – Fire Dept:
 - i.** At the time the budget was prepared, the amounts for Wages and Overtime were accurate based on standard shifts. Grant opportunities for Wildland Protection came available later, as did the opportunities for Conflagration response. These additional expenses are completely covered by the corresponding resources, but an adjustment is necessary. The Fire Equipment purchase was approved by Council earlier this year and the adjustment for the Fuel line Item is a product of increased Diesel costs.

- d. General Fund – Police Dept:
 - i. At the time the budget was prepared, the amounts for Salaries & Wages were accurate based on standard shifts. There was a Retroactive pay issue that came up and was resolved during the course of this fiscal year which was unforeseeable. Also, the adjustment for Gas & Lubricants is a byproduct of increased fuel prices. Therefore a budget adjustment is necessary.
- e. General Fund – City Manager’s Office:
 - i. At the time the budget was prepared, the Materials and Supplies budget was accurate. During the first 6 months of this fiscal year, Jerry has been appointed to the OCCMA board which could involve extra travel for him. He has also initiated a Douglas County City Manager’s Coalition and Sutherlin is hosting the meetings. A budget adjustment is necessary to accommodate these opportunities.
- f. Enterprise Fund-Water Reserve:
 - i. At the time the budget was prepared, the projected cost of a replacement pickup for the Water Department was budgeted for. When a vehicle was finally located, the cost was 14.5% more than budgeted. Council approved the purchase but a budget adjustment was necessary.

NOW, THEREFORE, based upon the above findings,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUTHERLIN, a municipal Corporation of the State of Oregon, as follows:

Section 1. That the budget for the City of Sutherlin for the fiscal year 2022 - 2023, which was adopted by the City Council on June 13, 2022 and is now on file in the office of the City Recorder of the City of Sutherlin, be hereby amended as follows:

Tourism-Motel Tax Fund:	Adjustment	As Amended
Requirement		
Tourism Promotion	<u>\$ 50,380</u>	<u>\$ 166,005</u>
Parks Construction Fund:	Adjustment	As Amended
Resource		
Intergovernmental Grants	<u>\$ 550,000</u>	<u>\$ 1,100,000</u>
Requirement		
Park Project-Ford’s Pond	<u>\$ 550,000</u>	<u>\$ 1,000,000</u>
General Fund-Fire Dept:	Adjustment	As Amended
Resource (Intergovernmental)		
Protection Grants & Conflag.	<u>\$ 145,025</u>	<u>\$ 723,711</u>

Requirement

Wages & OT-Personnel	\$ 137,300	\$ 1,053,150
Gas & Lubricants	\$ 3,500	\$ 17,500
Fire Equipment	\$ 45,000	\$ 45,000
Transfer to Fire Reserve	<u>\$ 23,620</u>	<u>\$ 188,620</u>
Total Amended	\$ 209,420	\$ 1,668,570

General Fund-Police Dept: Adjustment As Amended

Requirement

Salaries & Wages-Personnel	\$ 44,100	\$ 2,280,600
Gas & Lubricants	<u>\$ 2,500</u>	<u>\$ 40,500</u>
Total Amended	\$ 46,600	\$ 2,849,200

General Fund-City Manager's Office: Adjustment As Amended

Requirement

Meeting Expense	\$ 500	\$ 1,000
Office Supplies	\$ 450	\$ 750
Travel Expense	<u>\$ 1,500</u>	<u>\$ 3,500</u>
Total Amended	\$ 2,450	\$ 169,300

Enterprise Fund-Water Reserve: Adjustment As Amended

Requirement

Vehicles	<u>\$ 6,000</u>	<u>\$ 46,000</u>
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PASSED BY THE CITY COUNCIL, ON THIS ____ DAY OF _____, 2023

APPROVED BY THE MAYOR ON THIS ____ DAY OF _____, 2023

Mayor, Michelle Sumner

ATTEST:

City Recorder, Diane Harris, CMC



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City of Sutherlin

STAFF REPORT					
Re: Resolution to support Oregon Community Paths Grant Application				Meeting Date:	02/13/2023
Purpose:	Action Item ☒	Workshop ☐	Report Only ☐	Discussion ☐	Update ☐
Submitted By: Kristi Gilbert, Community Development Supervisor				City Manager Review	☒
Attachments: Resolution 2023.02					

WHAT IS BEING ASKED OF COUNCIL?

Authorization for the City of Sutherlin to apply for the Oregon Community Paths (OCP) Grant for the design/engineering of a multiuse pathway system from I-5, Exit 136 west to Church Rd and delegating authority to the City Manager to sign the application.

EXPLANATION

The Oregon Transportation Commission allocated \$36M in Federal Highway Administration funds for the 2022 and 2024 grant solicitations. \$18M is available for this cycle, with \$3M being allocated to Project Refinement Grants. The 2024 solicitation cycle would be for the remainder \$18M.

Staff submitted a pre-application on September 13, 2022 for the design/engineering of a multiuse pathway system from I-5, Exit 136 west to Church Rd and received an invitation to apply for the Project Refinement Grant through the Oregon Community Paths Program. The grant was subsequently submitted by the deadline on January 31, 2023.

The proposed project would begin at the end of the existing sidewalk on the west side of Exit 136 and on the northside of Central (Hwy 138W), run behind Dairy Queen and Starbucks to Clover Leaf Loop to Dakota Street, crossing Hwy 138W to the south side, west to the south side of Ft. McKay, then crossing to the north side of Ft. McKay at Schudeiski to Church. The path would continue north on Church on the east side approximately 1000' (near 333 Church), crossing Church to the west side to Westview Ave. Part of the proposed application has crosswalks at intersections and potentially flashing beacons where necessary. The ideas behind crossing streets are to avoid wetlands, topography changes and incorporate the maximum bike and ped traffic at the locations where volumes would be highest. This part of the application would be for the design/engineering and cost estimate of the proposed project. It is anticipated that the path would fit within the right-of-way but separated from existing roadway with the required minimum of five feet as required by the grant.

The total project cost is estimated to be \$835,840.35, with the city's cash match or 10.27% in the amount of \$85,840.80. If successful, ODOT would be administrating this project.

OPTIONS

Approve Resolution 2023.02 in support of the Oregon Community Paths Grant Application.

Not approve Resolution 2023.02 in support of the Oregon Community Paths Grant Application and withdraw the application.

SUGGESTED MOTION(S)

To approve Resolution 2023.02 in support of Oregon Community Paths Grant Application.

RESOLUTION 2023.02

A RESOLUTION TO AUTHORIZE THE CITY OF SUTHERLIN TO APPLY FOR AN OREGON COMMUNITY PATHS PROGRAM GRANT FROM THE OREGON DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE DESIGN/ENGINEERING OF A MULTIUSE PATHWAY SYSTEM FROM I-5, EXIT 136 WEST TO CHURCH RD AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE APPLICATION.

WHEREAS, the City of Sutherlin submitted a pre-application worksheet on September 13, 2022, receiving an invitation to apply for the Oregon Community Paths Program;

WHEREAS, ODOT is accepting applications for the Oregon Community Paths Program; and

WHEREAS, the City of Sutherlin desires to participate in this Project Refinement grant program for the design and engineering of an ADA compliant multiuse pathway, providing walking/biking abilities where safety is a concern from I-5 west to Church Rd.

WHEREAS, proposed project would begin at the end of the existing sidewalk on the west side of Exit 136 and on the northside of Central (Hwy 138W), run behind Dairy Queen and Starbucks to Clover Leaf Loop to Dakota Street, crossing Hwy 138W to the south side, west to the south side of Ft. McKay, then crossing to the north side of Ft. McKay at Schudeiski to Church. The path would continue north on Church on the east side approximately 1000' (near 333 Church), crossing Church to the west side to Westview Ave. Part of the proposed application has crosswalks at intersections and potentially flashing beacons where necessary. The ideas behind crossing streets are to avoid wetlands, topography changes and incorporate the maximum bike and ped traffic at the locations where volumes would be highest. This part of the application would be for the design/engineering and cost estimate of the proposed project. It is anticipated that the path would fit within the right-of-way but separated from existing roadway with the required minimum of five feet as required by the grant; and,

WHEREAS, the Sutherlin City Council has identified infrastructure improvements in the Transportation System Plan (TSP).

IT IS HEREBY ORDERED that the City of Sutherlin be authorized to apply for an Oregon Community Paths Program Grant from the Oregon Department of Transportation for the design and engineering of a multiuse pathway as specified above.

PASSED BY THE CITY COUNCIL, ON THIS ____ DAY OF _____, 2023

APPROVED BY THE MAYOR ON THIS ____ DAY OF _____, 2023

Mayor, Michelle Sumner

ATTEST:

City Recorder, Diane Harris, CMC



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City of Sutherlin

STAFF REPORT					
Re: MOA Umpqua Heart				Meeting Date:	2/13/23
Purpose:	Action Item ☒	Workshop ☐	Report Only ☐	Discussion ☐	Update ☐
Submitted By: Jerry Gillham, City Manager				City Manager Review	☒
Attachments: MOA, Exhibit A, and Exhibit B					

WHAT IS BEING ASKED OF COUNCIL?

To consider and approve the attached MOA with Umpqua Heart.

EXPLANATION

The Hastings Village homeless response lands and operations have come about first because the courts required us to allow for homeless camping on city lands or provide an alternative. As referenced above, this resulted in the City of Sutherlin establishing an alternative on Hastings Ave.

Umpqua Heart a 501(C)(3) organized with the intent of becoming the service agency for managing homeless facilities throughout Douglas County. However, to this date, Sutherlin is the only city to have created a response site. Subsequently, Umpqua Heart has almost exclusively assisted us in maintaining the facilities in partnership with the City. The facilities remain in need of more daily oversight and ongoing management but there have not been the monies available to us as seen in other larger communities.

Sutherlin and Umpqua Heart have recently achieved state-wide and national attention for what we've done together to a point that now Umpqua Heart qualifies for some funding and in fact some monies coming in the future might be significant. The caveat is that in order for Umpqua Heart to ultimately qualify for monies, they must legally be given the use of the land and complete authority to operate independently of control from local government.

Executive Director, Wayne Ellsworth will be in attendance to offer greater explanation. Please notice, that the City does remain a silent partner (Exhibit B) and in fact agreeing to continue our staff commitment and other city-related services in exchange for new oversight provided by Umpqua Heart as described in Exhibit A..

OPTIONS

Approve as presented, Amend and Approve, or Disapprove.

**Memorandum of Agreement
between
Umpqua Heart and City of Sutherlin**

This Memorandum of Agreement (MOA) is entered into between Umpqua Heart, an Oregon nonprofit organization (Company) and the City of Sutherlin (City) collectively referred to as the “Parties” and each a “Party”, on the last date signed by both parties below (Effective Date).

RECITALS

The City is the owner of property located at 787 Hastings Avenue, Sutherlin, Oregon commonly known as Hastings Village (“Property”) which is the subject of a separate lease between the parties executed on February 1st, 2023.

The Company will provide services related to homelessness in the City and Douglas County including but not limited to constructing and operating a space on the Property for urban camping, micro-shelters, RV space, and tiny homes and providing unhoused advisory services which services/work is listed in more detail in **Exhibit A** as attached.

The City and Company intend to work in partnership to address the present homelessness crises and to set out each Party’s obligations in this MOA.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon the Effective Date and shall expire, unless earlier terminated or extended, on December 31, 2023.
2. **Scope of Work.** Company agrees to provide the services further identified in the Scope of Work, attached hereto as **Exhibit A** and incorporated herein (“Work”), in accordance with the terms of this MOA. The City shall perform the Work in accordance with the schedule described in **Exhibit A**.
3. **Consideration.** The City agrees to pay Company, from available and authorized funds as described in **Exhibit B** “Funding Agreement Parameters” as attached.
4. **Representations and Warranties.**
 - A. *City Representations and Warranties:* The City represents and warrants to Company that City has the power and authority to enter into and perform this MOA.
 - B. *Company Representations and Warranties:* Company represents and warrants to the City that Company has the power and authority to enter into and perform this MOA and that it shall perform the Work to the best of its ability.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
5. **Termination.**
 - A. Either the Company or the City may terminate this MOA at any time upon thirty (30) days’ written notice to the other party.

- B. Either the Company or the City may terminate this Agreement 30 days' notice except in cases of contractual breach. Prior to such termination, the Party seeking the termination based upon breach, shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the MOA at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to affect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 - C. The Company or the City shall not be deemed to have waived any breach of this MOA by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
 - D. Either Party may terminate this MOA in the event the Company fails to receive expenditure authority sufficient to allow the Company, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or the District is prohibited from paying for such work from the planned funding source.
 - E. Notwithstanding anything contained herein, any termination of this MOA shall not prejudice any rights or obligations accrued to the Parties prior to termination, including but not limited to a right to compensation for Work performed. Upon termination, the Company shall immediately stop the Work and shall invoice the City for all Work performed prior to and upon the termination date. The City agrees to compensate the Company for all work performed in accordance with the terms of this MOA up to the date of termination.
6. **Indemnification.** The Company agrees to indemnify, hold harmless, and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the acts of the Company or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Company has a right to control under this MOA.
7. **Insurance.** The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this MOA and all requirements under applicable law.
8. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. NAME or their designee will act as Project Manager for the Company.

Contact Information:

Name or their designee will act as Project Manager for the City.

Contact Information:

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

9. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with all applicable laws of the State of Oregon and the ordinances of the District, Douglas County, and the City without giving effect to the conflict of law provisions thereof. Any claim between Company and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Douglas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by either Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. The Parties, by execution of this MOA, hereby consents to the in personal jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this MOA, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this MOA.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this MOA shall not be deemed exclusive and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Each Party shall retain, maintain, and keep accessible all records relevant to this MOA ("Records") for a minimum of six (6) years, following MOA termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this MOA, whichever is later. Each Party shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, each Party shall permit the other Party's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.

- E. **Work Product.** All work performed under this MOA shall be considered work made for hire and shall be the sole and exclusive property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this MOA, to the extent so permitted by law.
- F. **Debt Limitation.** This MOA is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws is deemed inoperative to that extent.
- G. **Severability.** If any provision of this MOA is found to be unconstitutional, illegal, or unenforceable, this MOA nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this MOA without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this MOA constitutes the entire agreement between the Parties on the matter of the Work. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this MOA. No waiver, consent, modification or change of terms of this MOA 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 either Party to enforce any provision of this MOA shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this MOA are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for the purposes of this MOA. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- K. **No Third-Party Beneficiary.** City and Company are the only parties to this MOA and are the only parties entitled to enforce its terms. Nothing in this MOA gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this MOA.
- L. **Subcontract and Assignment.** City and Company shall not enter into any subcontracts for any of the work required by this MOA or assign or transfer any of its interest in this MOA by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in that Party's sole discretion. Consenting Party's consent to any subcontract shall not relieve the other Party of any of its duties or obligations under this MOA.

- M. **Counterparts.** This MOA may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this MOA.
- O. **Successors in Interest.** The provisions of this MOA shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither City nor Company shall be held responsible for delay or default caused by events outside of the City or Company's reasonable control including, but not limited to, fire, terrorism, riot, pandemic, acts of God, or war. However, the impacted party shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this MOA.
- Q. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this MOA, each party shall be responsible for its own attorneys' fees and expenses.

Signature Page Follows

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Umpqua Heart

City of Sutherlin

Chair

City Manager

Date

Date

Exhibit A: Scope of Work

City of Sutherlin and Umpqua Heart Memorandum of Agreement

Scope of Work

The scope of this work is broken down into tasks, each with a unique project emphasis. The activities of each task are interconnected, and there will be significant overlaps in the timing and technical work in each. The activities will be conducted by or led by Umpqua Heart unless otherwise stated.

Task 1, Hastings village urban camping development, coordination, and program management: To continue to refresh engagement with local stakeholders, churches, organizations, and local citizens, to ensure and identify important considerations for success and a seamless transition for implementation of low-barrier solutions to homelessness to mitigate the need in Sutherlin.

- **Conduct Stakeholder meetings:** Meetings will be conducted in coordination by members of the Umpqua Heart team with the City of Sutherlin at least quarterly.
- **City Leadership teams:** Continue meeting with Sutherlin leadership and assigned city staff; both working collaboratively together to ensure the safe, effective and successful activities necessary in resolving homelessness.
- **Write up summary:** Produce brief summaries of all related initiatives, data, and potential changes, and present them to the city leadership as needed.
- **Property and program management:** Manage the properties designated by the City of Sutherlin. However, this management shall be based upon an agreed upon plan developed by both City and Company.
- **Case Management and Peer Mentorship:** Coordinate with other supportive service agencies in the County and State including but not limited to: Umpqua Health Alliance, Adapt, HIV Alliance, Aviva Health, Lion's Club, Salvation Army, HADCO, Habitat for Humanity, Neighborworks Umpqua, Peace at Home, UCAN, Mercy Foundation, Aviva Health, Greater Douglas United Way, Operation Tiny Home, and others, to provide a coordinated service plan for all villagers who take part in the Hasting's Village initiative along with those suffering from insecurities in the City of Sutherlin.
- **Sutherlin Fire Department Peer program:** Coordinate with the Sutherlin Fire Department to provide peer mentorship and case management to those citizens who use Sutherlin Fire Department services and have need of additional services. Services can include, but are not limited to:
 1. Picking up prescriptions and advising them on the pharmacist's warnings.
 2. Checking vitals.
 3. Coordinating with primary care, mental health, and SUD services.
 4. Coordinating transportation to appointments.
 5. Referrals to local resources that can improve personal growth.
 6. Offer Prevention services to prevent at-risk citizens from becoming homeless.
- **Coordinate with Sutherlin's 'McKinny Vento Homeless' liaison** to offer housing and homeless solutions for those families who become homeless during the school year by: providing adequate shelter for that family, offering peer support and case management services relative to their needs, and providing a plan for self-sufficiency to transition out of homelessness.

Exhibit A: Scope of Work

- **Create Fine Reimbursement Programs and Job opportunities:** We will create contracts with the Cities of Sutherlin, Oakland, and with Douglas County to offer fine reimbursement to assist individuals in obtaining rental housing. We will also offer job opportunities to those who are needing employment to create self-sustainability.

Task 2, Locate, Acquire, and Develop second site for a Tiny Home Village: To provide technical expertise and coordination of other professionals to locate, acquire and develop a second site for a tiny home village.

- **Availability:** Be available to tour proposed sites to determine if they are viable options that meet environmental, neighborhood context, and developmental needs.
- **Assemble planning teams:** We will work with Sutherlin leadership to screen and select necessary specialists who will help prepare a concept plan for the tiny home village. We expect this to include an architect, an engineer, a land use planner, but also may include a transportation planner, or other disciplines depending on initial analysis.
- **Conceptual site plan:** With the goal of preparing a plan suitable for implementation, we will coordinate the various consultants to prepare the site plan that includes:
 1. Confirmation of project program.
 2. Background review of existing materials, land use requirements, and other existing conditions.
 3. Internal workshop with design team and Umpqua Heart's staff/board to develop preliminary options.
 4. Refinement of preliminary options.
 5. Identifications of barriers/risks that will need to be addressed.
 6. Rough order of magnitude cost estimates.
- **Land use applications:** Provide oversight to the City of Sutherlin who will have primary responsibility for preparing and submitting for the land site.

L. Wayne Ellsworth

Executive Director

Exhibit B: Funding Agreement Parameters

City of Sutherlin and Umpqua Heart Memorandum of Agreement

Objective

City and Company agree to work together to raise the necessary funds to properly and effectively respond to homelessness in the City of Sutherlin.

Approach

To this date 2/13/23 City has invested over \$225,000 in the establishment of a homelessness response site as directed by law while Company too, has invested hundreds of hours in assigned staff time to help organize and oversee the facility. Also, City staff time supporting homeless response is currently \$136,000.

Company estimates that annual limited oversight and daily coordination of current facilities, would cost an out-of-pocket amount of \$150,000. Based upon City investment to this date, this annual estimate is not unreasonable. Therefore, City proposes the following finance contributions:

City Commitment:

Continue the staff support role we have provided over the past year. We will provide as follows:

1. Utility services to include monthly fees and connection charges.
2. Facility maintenance to include new installation needed for the lands, water, sewer, and other infrastructure issues that arise.
3. Security camera oversight and Police Response. Although, this falls within response protocols, it should be noted that this unique-to-the-community activity creates numerous circumstances where multiple response personnel are needed to include Fire/Med. Company can be assured in writing that we commit to our highest levels of response services upon request or as needed.
4. Specialty writing of press releases, media response requested by Company and state-wide special articles such as the League of Oregon Cities, Oregon Mayor's Association, and any special media request where Company requests City involvement.
5. City currently has funding requests in the works through Senators Merkley and Wyden for \$1.3M and we've been told they are pressing hard to obtain these monies for City. We are on a list of 241 other cities across the State of Oregon that the Oregon Mayors have presented to the state legislature that would provide \$1.6M in facility development and an annual \$358,000 in ongoing funding. Additionally, we have assigned one specific staff person the responsibility for lobbying, grant writing and applicable funding organizations in the federal and state government and other specialty funding organizations. He is currently working with our state legislators, BIZ Oregon and HUD at acquiring even more monies.
6. Within the legal authority of our Urban Renewal District, City will commit to work with Company at acquiring alternative lands necessary to eradicate blight while simultaneously benefiting Company at providing for development of a tiny-home or specialty housing community for the low-income citizens of the City of Sutherlin.

Summation:

City agrees to provide the ongoing services above while also committing to pass through any successfully received funding as referenced above or any other funding of like manner directly to Company.



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

City of Sutherlin

STAFF REPORT					
Public Works Maintenance Vehicle Purchase Approval				Meeting Date:	2-13-23
Purpose:	Action Item x	Workshop ☐	Report Only	Discussion ☐	Update ☐
Submitted By: Public Works Director, Aaron Swan				City Manager Review	☒
Attachments: Vehicle Data & Price Quote					

WHAT IS BEING ASKED OF COUNCIL?

Approve the purchase of a 2023 ½ ton pick-up truck for Public Works Maintenance.

EXPLANATION

Public Works Maintenance budgeted for a new ½ ton pick-up truck for the fiscal year 22-23. One has been located that fits the needs at Dick Hannah Chevrolet in Sandy, Oregon for a price of \$42,722.96. Dick Hannah Chevrolet meets our state purchasing requirements.

OPTIONS

Approve the purchase of a 2023 ½ ton pick-up truck from Dick Hannah Chevrolet in the amount of \$42,722.96.

Don't approve the purchase of a 2023 ½ ton pick-up truck from Dick Hannah Chevrolet in the amount of \$42,722.96

SUGGESTED MOTION(S)

Approve the purchase of a 2023 pick-up truck from Dick Hannah Chevrolet in the amount of \$42,722.96.



Vehicle Locator

Dealer Information

DICK HANNAH CHEVROLET
36936 HIGHWAY 26
SANDY, OR 97055
Phone: 503-676-5282
Fax: 503-668-7524

1GCRDAED2PZ123012

Model Year: 2023
Make: Chevrolet
Model: 1500 Silverado
CK10753-4WD Standard Box Double Cab
PEG: 1WT-Work Truck Preferred Equipment Group
Primary Color: GAZ-Summit White
Trim: H2G-1WT-Vinyl, Jet Black, Interior Trim
Engine: L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T
Transmission: MHT-10-Speed Automatic

Event Code: 5000-Delivered to Dealer
Order #: BRQFP3
MSRP: \$48,075.00

Order Type: FNR-Fleet Commercial
Stock #: G23056
Inventory Status: N/A
Total Cash Allowance: N/A

Total Cash Allowance: N/A

Additional Vehicle Information

GM Marketing Information

Vehicle Options

All Options

1WT-Work Truck Preferred Equipment Group
AU3-Power Door Locks

BG9-Floor Covering: Rubberized Vinyl, Black
DLF-Mirrors, O/S: Power, Heated
FA4-Fleet Customer
GAZ-Summit White

H2G-1WT-Vinyl, Jet Black, Interior Trim
JHD-Hill Descent Control
K34-Cruise Control

KC4-Cooler, Engine Oil
KNP-Transmission Cooling System
L84-Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T

NE1-CT/MA/MD/ME/NJ/NY/OR/PA/RI/VT/WA
Emissions

NZZ-Skid Plate

QK1-Standard Tailgate

RD6-Wheels: 17" Steel - Painted Ultra Silver
TQ5-Headlamps, Intellibeam
UE4-Following Distance Indicator
UHX-Lane Keep Assist/Departure Warning
UKJ-Sensor, Front Pedestrian Braking

UVB-Rear Vision Camera, HD
VK3-Front License Plate Mounting Provisions
XCQ-Tire, Spare: 265/70 R17 All Season, Blackwall
Z82-Trailer Package

AQQ-Keyless Remote Entry
AZ3-Seats: Front 40/20/40 Split-Bench, Full Feature
C5W-GVW Rating 7000 Lbs
E63-Durabed
G80-Auto Locking Differential, Rear
GU5-Rear Axle: 3.23 Ratio
IOR-Chevrolet Infotainment, 7" Color Screen
JL1-Integrated Trailer Brake Controller
K47-Heavy Duty Air Filter
KI4-120 Volt Electrical Receptacle, In Cab
KW7-Alternator, 170 AMP
MHT-10-Speed Automatic

NQH-Transfer Case: Active, 2-Speed, Autotrac, Rotary Dial

QDV-Tires: 265/70 R17 All Terrain, Blackwall
QT5-Tailgate Function--EZ Lift, Power Lock & Release

SAF-Spare Tire Lock
UBI-2-USBs, Second Row Charge/Data Ports
UEU-Sensor, Forward Collision Alert
UHY-Automatic Emergency Braking
UQF-Speaker System: Standard Sound System

V76-Recovery Hooks
VQ2-Holdback N/A, Dealer Fleet Assistance
Z71-Suspension Package: Off-Road

ZLQ-Fleet Convenience Package

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

From: DJ Anderson <dj@dickhannah.com>

Sent: Wednesday, February 1, 2023 9:21 AM

To: 'Aaron Atencio' (a.atencio@ci.sutherlin.or.us) <a.atencio@ci.sutherlin.or.us>

Subject: vehicledetailPDF (38).pdf 2023 1500 Double Cab

See Attached

\$42,223.00

Privilege Tax \$211.12

Corporate Activity Tax \$158.34

E-Plates \$130.50

Total Delivered to you 42,722.96

DJ Anderson

Fleet Manager

Dick Hannah Chevrolet

Desk 503-454-4960

Mobile 503-260-5005

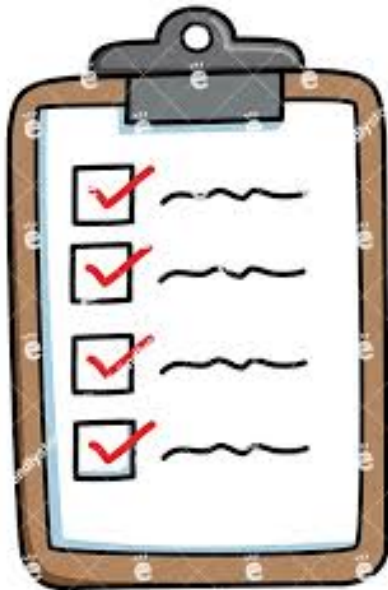
dickhannahchevrolet.com



Believe in nice.



STRATEGIC PLAN UPDATE





Ford's Pond Community Park Improvement Project Update (verbal)





CITY MANAGER REPORT (verbal)





REPORTS





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

City of Sutherlin

STAFF REPORT					
Re: Recreational Vehicles (RV's) as Temporary Housing				Meeting Date:	02-13-2023
Purpose:	Action Item ☐	Workshop ☐	Report Only ☐	Discussion ☒	Update ☐
Submitted By: Jamie Chartier, City Planner & Brian Elliott, Community Development Director				City Manager Review	☒
Attachments: Douglas County Restrictive Covenant & Springfield RV Occupancy flyer					

WHAT IS BEING ASKED OF COUNCIL?

This staff report is in follow up to the request made by Jerry Gillham, City Manager and City Council, at the December 12, 2022, City Council meeting. Mr. Gillham requested staff to research the possibility of allowing recreational vehicles to be resided in as temporary housing within the city. This staff report will provide City Council background information on the current Development Code, what other jurisdictions permit, not permit and the procedure, hold discussion, and provide staff direction on how they want to proceed.

EXPLANATION

Introduction:

Currently, Recreational Vehicle (RV) occupancy is not a permitted use in the Sutherlin Development Code (SDC), other than in an approved RV or Manufactured Home Park with designated RV spaces. Within Section 1.3 of the SDC a Recreational Vehicle is defined as, "A vacation trailer or other unit with or without motive power, which is designed for human occupancy and to be used temporarily for recreational or emergency purposes, and has a gross floor space of less than four hundred (400) square feet. "Recreational vehicle" includes camping trailers, camping vehicles, motor homes, park trailers, bus conversions, van conversions, tent trailers, travel trailers, truck campers, and any vehicle converted for use or partial use as a recreational vehicle. The unit shall be identified as a recreational vehicle by the manufacturer or converter. A recreational vehicle is not a single family dwelling or a dwelling unit under the provisions of this code." RV's also do not meet the development standards listed within section 2.2.110 of the SDC, that are required for single family dwelling approval.

Furthermore, Chapter 13.12 Sewer Service System of the Sutherlin Municipal Code (SMC), Section 13.12.290 General Discharge Prohibitions prohibits the discharge of waste from an RV into any public sewer system.

The current process that staff has been directed to enforce the land use violation when an RV is being occupied is complaint driven. Without a complaint, code enforcement is not initiated.

In recent years our community has been faced with wildfires and then COVID-19 pandemic. With the economic challenges that accompanied each of these, many households have been temporarily left without a home resulting in residing within an RV as a measure to put a roof over their household. Moving forward to December 12, 2022, City Council meeting, Mr. Gillham started the discussion with Council and directed staff to research what other jurisdictions permit or do not permit, and their process involved RV's and the pro's and con's that come with permitting.

Information:

In conducting research, nine (9) jurisdictions were contacted which include: Douglas County, Roseburg, Myrtle Creek, Winston, Reedsport, Cottage Grove, Eugene, Springfield and Bend. I received information back from seven out of the nine jurisdictions.

The following is what is permitted or not permitted within each jurisdiction:

- **Douglas County** – permitted through a Planning Clearance Worksheet application approval AND a Restrictive Covenant (attachment) must be recorded with property deeds advising the property owner(s) that an RV does not meet Uniform Building Codes, indicating they are aware of the risks living within a temporary living facility creates. The RV must remain in a “road ready” condition.
- **Roseburg** – Prohibits residing within an RV short or long term, if one is doing so it then becomes a code violation.
- **Myrtle Creek** – Prohibits residing within an RV on property. However, they do have a “camping permit” for personal property that could be applied for that would allow up to a 15-day stay.
- **Winston** – Prohibits residing within an RV on property.
- **Reedsport** – Prohibits residing within an RV on property permanently (long term), they do have a Temporary Use of an RV provision within their Municipal Code. A temporary use permit application is required, period to reside in the RV cannot be longer than seven (7) consecutive days in a three (3) month period; proper disposal of domestic waste water; RV remains road ready and only one (1) is permitted through the application process.
- **Cottage Grove** – permitted with the approval of an “Overnight Camping Program” application. A portion of the application for the property owner to initial is to acknowledge that “camping” is voluntarily, releases all liability on the City as a result of participation, the campers must be provided with sanitary facilities, including trash disposal, must be a minimum of five (5) feet from side or rear property lines and is only valid for one (1) year.
- **Eugene** – permitted with restrictions and the City can revoke the permission for overnight sleeping at any time the required regulations are not being met, it is incompatible with the uses of the adjacent properties or constitutes a nuisance or other threat to the public welfare. The property owner must provide: sanitary facilities, garbage disposal services, storage area for campers to store personal items, so the items are not visible from any public street.
- **Springfield** – in October 2020 due to the Holiday Farm Fire, the city passed a resolution allowing recreational vehicles to be used as temporary housing. Within the resolution is a list of guidelines that must be followed for an RV to be resided in on private property. February 2022 Springfield staff brought an update to their Council. Through workshops and discussions, Springfield passed in December of 2022 the ability to reside within an RV on private property with a list of guidelines, restrictions and items that must be provided

(attached is the Springfield flyer) along with registration of the RV with the city for a specific address.

- **Bend** – Prohibits residing within an RV on property. Their Medical Hardship process does allow for the option of housing to be an RV but was stated it is rarely used.

Process options:

The process that would need to take place would depend on the direction Council wishes to proceed with.

If Council decides to move forward to temporarily allow the occupancy of RV's as a temporary housing measure the process would include:

- Creation of Guidelines for RV Occupancy
 - Locations Allowed
 - Rules and Regulations such as: sanitation and water facilities, garbage service, electrical, setback requirements, no accessory structures, no storage of belongings visible from the public street, etc
 - Fee's – system development charges, separate utilities connection, application
 - Registration requirements

If Council decides to move forward to permit the occupancy of RV's the process would include:

- Development Code Amendment to permit RV Occupancy:
 - Legislative Code Amendment. A Code Amendment is a Type IV process that can take approximately six (6) months to complete. Staff would draft the language to be added into the Sutherlin Development, this would include definitions and sections to be amended. A workshop with the Planning Commission and City Council can take place prior to the respected hearings.
 - The procedure (summarized) for a Type IV process includes:
 1. Planning Commission Meeting
 - a. Notice (20 days prior hearing) and Legal Notice (14 days prior) requirements
 - b. 35 day notice to the Department of Land Conservation and Development (DLCD)
 - c. Draft Amendments to be sent to PC
 - d. Conduct the public hearing
 - e. Planning Commission to make a recommendation to City Council
 2. Planning Commission Findings of Fact Hearing
 - Staff to prepare the written recommendation (findings and conclusion) for Planning Commission to approve
 - Mail recommendation to required parties
 3. City Council Meeting
 - a. Notice (20 days) of hearing and Legal Notice (14 days)
 - b. Staff Report/Draft Ordinance sent to CC
 - c. Hearing on proposed amendments
 - i. First Reading
 - ii. Second Reading at the next meeting

4. Final Notice of Adoption mailed to DLCD
 5. Effective Date of Amendments (within 30 days of adoption)
- If Council decides to not move forward with permitting occupancy within an RV staff proposes that an Ordinance is created. This will then allow the code enforcement process to be implemented more effectively.

Conclusion:

As stated within this staff report and information obtained from multiple jurisdictions the majority of municipalities within Douglas County do not permit residing in an RV as permanent housing. The allowance of residing within an RV temporarily with restrictions within Lane County municipalities has recently been implemented through a lengthy process to derive at their decision. Eugene and Springfield both reviewed current code complaints, conducted public outreach on the matter which also included a survey, field survey for staff to conduct regarding the number of RV's being occupied and created guidelines that must be followed and a registration process. Springfield modified their 2020 Resolution to allow RV's as temporary housing during the wildfires in December of 2022 with the adding the registration requirement, set guidelines and Council to revisit the topic in 2023 to determine if the resolution should remain in effect.

At this time, we are asking Council to give staff direction they would like the City to move towards.

OPTIONS

1. Move forward with allowing Recreational Vehicles to be occupied as Temporary Housing.
To include:
 - a. Workshop to discuss guidelines for RV Occupancy on Private Property
 - b. Public Outreach
 - c. Resolution with attached Temporary Guidelines for RV Occupancy on Private Property
2. Move forward with land use amendments to our local ordinance. As described above, the land use process would be to permit RV Occupancy on enacted, "time, place and manner" restrictions within the SDC. The Council and Planning Commission should review the development code to determine what zones such RV Occupancy should be permitted to locate on as well as other restrictions that should be in place for safety and health standards.
3. Direct staff to move forward with a proposed Ordinance to amend the Municipal Code to prohibit the occupancy of an RV.
4. Take no action, continue to not permit RV Occupancy as stated in the SDC and continue the code enforcement process.

SUGGESTED MOTION(S)

N/A

**RESTRICTIVE COVENANT FOR PERMANENT RESIDENTIAL USE OF AN
RECREATIONAL VEHICLE (RV) IN A M.H. PARK, RV PARK, OR ON A
SEPARATE LOT**

* ("Covenantors"), are the owners of real property legally described as follows:

Deed Reference Number _____
(Tax Lot(s)) _____ in Section _____, T _____ S, R _____ W, W.M.;
Property ID No(s). _____)

In accordance with the promotion of public safety under the Douglas County Land Use and Development Ordinance and the approval of Planning Department Worksheet No. *, dated *, approving a recreational vehicle as a permanent dwelling for the above-described property, and in consideration of such approval, Covenantors promise and covenant as follows:

1. The Covenantors do hereby acknowledge that a recreational vehicle is not considered a manufactured dwelling under the Uniform Building Code and other associated codes, statutes, and ordinances (hereinafter all referred to as the "UBC") and therefore is not eligible for a placement permit as a permanent dwelling. The recreational vehicle will not be inspected for safety or UBC compliance by the Douglas County Building Department.

2. The Covenantors do hereby acknowledge that they have been made aware that the recreational vehicle cannot be placed as a permanent dwelling and that using the recreational vehicle as a permanent dwelling creates safety risks. The Covenantors do further acknowledge that they are fully and completely aware of the potential danger related to increased fire risk, reduced emergency exiting capabilities, electric shock, falling, and other safety hazards in using this recreational vehicle as a dwelling.

3. Covenantors declare they wish to occupy the above-mentioned recreational vehicle as a dwelling.

4. Covenantors declare that they will permanently set up the recreational vehicle as if it were a mobile home. It must be placed on a permanent foundation, have skirting, wheels removed, permanent connections to sewer, water and electricity (no quick disconnect), and certification by an Oregon Registered Engineer that these standards have been met.

5. In consideration of the approval of Worksheet No. _____, for themselves and their heirs, successors, executors and assigns, Covenantors agree as follows:

5.1 Covenantors are not officers, employees or agents of Douglas County ('Covenantee'), as those terms are used in ORS 30.265.

5.2 Covenantors, and their heirs, successors, executors and assigns, shall defend, indemnify, and hold harmless Douglas County and its respective officers, employees, and agents from any and all claims, actions, damages, court costs, judgments, penalties, fines, and other expenses ("claims"), including claims for property loss and personal injury (including death) that may be prosecuted, asserted, or charged resulting from injury related to use of the recreational vehicle as a permanent dwelling.

6. Covenantors intend that this covenant be perpetual and run with the land and shall bind the heirs, successors, executors and assigns of Covenantors and shall endure for the benefit of Covenantee.

7. This covenant applies only to the following described recreational vehicle:

IN WITNESS WHEREOF, the Covenantors have executed this covenant on _____ day of _____, 20_____.

Covenantor

Covenantor

STATE OF OREGON
COUNTY OF DOUGLAS

This instrument was acknowledged before me on by

Signature of Notary

RV OCCUPANCY ON PRIVATE PROPERTY



Temporary Guidelines from the City of Springfield, started October 2020, updated December 2022

THESE GUIDELINES DO NOT APPLY TO:

- 1 RV Parks.
- 2 Manufactured dwelling parks.
- 3 Campgrounds.
- 4 Churches and industrial sites that participate in the *Overnight Parking Program*.

RV DEFINITION

Recreational vehicle is defined in the Springfield Development Code as:

“A vacation trailer or other unit, with or without motive power, which is designed for human occupancy and to be used temporarily for recreational, seasonal, or emergency purposes and has a gross floor space of less than 400 square feet. The term includes camping trailers, camping vehicles, motor homes, park trailers, bus conversions, van conversions, tent trailers, travel trailers, truck campers, and any vehicle converted for use or partial use as a recreational vehicle. The unit shall be identified as a recreational vehicle by the manufacturer or converter.”

For purposes of these guidelines, an RV also includes a tiny house on wheels suitable for transport on a public street.

Hello Recreational Vehicle Owners!

Due to the heightened need for temporary housing in our community, the City of Springfield will allow temporary occupancy of recreational vehicles (RVs) when they are parked on private property as described here.

City staff will use these guidelines for the temporary measure and continue to uphold safety and health standards aimed at protecting the occupants of the RVs. All other city ordinances for the protection of health and safety shall remain in effect.

Failure to follow these guidelines in a manner that threatens the health and safety of the temporary residents, property owners, neighbors or public may result in enforcement actions.



General Guidelines

- **Property owners must register with the City. Registration is FREE. Register at bit.ly/rvoccupancy.**
- RV must be Roadworthy.
 - ♦ The RV must be in a drivable or towable condition and licensed as appropriate.
 - ♦ RVs that cannot be easily driven off or towed from the property are deemed a nuisance and subject to code enforcement.
- No structures shall be connected to the RV.
- All personal items shall be kept in the RV or otherwise screened from view from any public right-of-way (including alleys).
- Property owners may not charge rent, but may ask the RV occupants to contribute toward utilities.



Good Neighbor Approach

A good neighbor approach is strongly recommended for all property owners, business owners, and temporary residents. The City will continue to take action to enforce noise, sanitation, nuisance, and other public health and safety code violations.

RVs are not allowed on vacant lots.

READ ON for information based on your RV's location

RV GUIDELINES

BASED ON PROPERTY TYPE



RV'S ON RESIDENTIAL PROPERTY

RVs may be parked on property developed with a single-family house or a duplex.

- Property owner may grant permission for one RV.
- RV must be parked in a legal parking area (driveway) or parked behind the front facade of the house. (Springfield Municipal Code 5.002(11) – Prohibited parking)
- RVs parked behind the front façade of the primary structure may be screened using standard fencing materials.
- The RV must be parked at least three feet from any interior property line and shall not create a sight or physical obstruction for traffic (including pedestrians).
- It is recommended that the RV be parked at least three feet from any structure.
- Any additional structures (carports, sheds) provided for the use of the temporary residents must comply with the zoning requirements of the district.

Sanitation Facilities must be provided for the RV occupants.

- Residents may make sanitary facilities available within the primary residence.
- The RV occupants may use holding tanks within the RV that are emptied off-site.
- A certified vendor may go to the site to pump out RV holding tanks.
- The property owner may allow an RV connection to an existing sanitary sewer line, contact the City for applicable requirements.
- Portable toilets are not allowed.

Electrical connections may be provided to the RV.

- An extension cord may be extended from an approved outlet.
- The property owner may obtain approval for and install a pedestal for a plug-in, contact the City for applicable permits.
- Use of generators is not allowed.
- Hard (permanent) connections are not allowed.

Garbage Service must be provided.

- The residents must have regular garbage service and allow the RV occupants to utilize this service.

RV'S IN PARKING LOTS

Property owners of commercial businesses, public entities, and religious institutions/places of worship may allow RVs.

- Property owner may grant permission for one or more RVs.
- RVs must be parked within the parking lot.
- Any additional structures (carports, sheds) provided for the use of the RV occupants must comply with the zoning requirements of the district.

Sanitation Facilities must be provided for the RV occupants.

- Business/property owner may make sanitary facilities available within an existing structure.
- Business/property owners may provide portable toilets that are regularly serviced and maintained.
- The RV occupants may use holding tanks within the RV that are emptied off-site.
- A certified vendor may go to the site to pump out RV holding tanks.
- The property owner may allow an RV connection to an existing sanitary sewer line, contact the City for applicable requirements.

Electrical connections may be provided to the RV.

- An extension cord may be extended from an approved outlet.
- The property owner may obtain approval for and install a pedestal for a plug-in, contact the City for applicable permits.
- Use of generators is not allowed.
- Hard (permanent) connections are not allowed.

Garbage Service must be provided.

- The business/property owner must have regular garbage service and allow the RV occupants to utilize this service.

Community Development Division

Development & Public Works Department
City of Springfield, Oregon

dpw@springfield-or.gov • springfield-or.gov • 541.726.3753



[f](https://www.facebook.com/SpringfieldOR) SPRINGFIELDOR [y](https://www.youtube.com/channel/UCSPFLD0REGON) SPFLD0REGON
[in](https://www.linkedin.com/company/city-of-springfield) CITY-OF-SPRINGFIELD
[@](https://www.instagram.com/cityofspringfieldoregon) CITYOFSRINGFIELDOREGON

Permits for utility hookups:

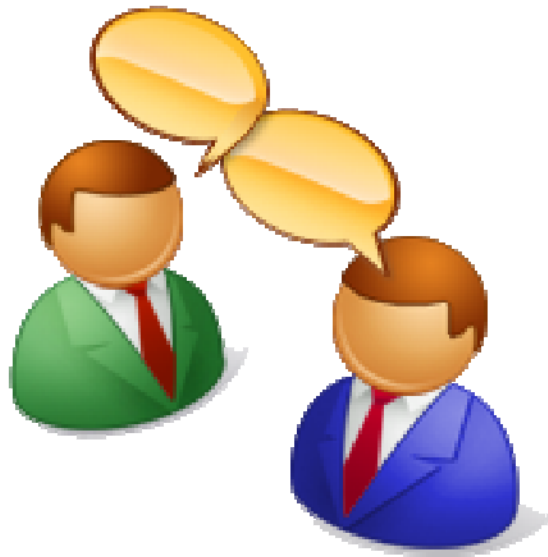
Chris Carpenter,
ccarpenter@springfield-or.gov

All other RV inquiries:

Katie Carroll,
kcarroll@springfield-or.gov



COUNCIL COMMENTS





PUBLIC COMMENT





ADJOURNMENT





FOR YOUR INFORMATION



PUBLIC NOTICE – CITY OF SUTHERLIN

CITY COUNCIL MEETING

The February 13, 2023, City Council Meeting, will begin at 7:00 p.m. in Civic Auditorium at 175 E Everett. The City has taken steps to utilize current technology in order to make meetings available to the public in compliance with ORS 192.670 – Meetings by Means of Telephone or Electronic Communication. The public is welcome to attend the meeting in person or join via Zoom.

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

Topic: City Council Meeting

Time: Feb 13, 2023 7:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84728413405?pwd=V3dZUEdhNnhiYVVMdW9hYU5hUFNoZz09>

Meeting ID: 847 2841 3405

Passcode: 721574

Find your local number: <https://us06web.zoom.us/j/keAFAI70An>

Melanie Masterfield

From: Melanie Masterfield
Sent: Wednesday, February 8, 2023 3:53 PM
To: Ashley (ashley@bciradio.com); DC Commisioners (commissioners@co.douglas.or.us); Dennis Nakata; Erica Welch; Kyle-KQEN (KYLE@BCIRADIO.COM); Michael Salpino; News Desk (newsdesk@nrtoday.com); Register Guard (rgnews@registerguard.com); Roseburg Beacon (info@roseburgbeacon.com)
Subject: City of Sutherlin Council Agenda
Attachments: CC FEB 13.23 Agenda.pdf

Good afternoon. Please see the attached agenda for the City of Sutherlin Council meeting to be held Monday, February 13, 2023 @ 7:00 pm.



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

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



EXECUTIVE SESSION

