



**City of Sutherlin
Workshop Council Meeting
Monday, February 25, 2019
Civic Auditorium – 7:00 p.m.
AGENDA**

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

- 1. CALL TO ORDER / FLAG SALUTE**
- 2. ROLL CALL**
- 3. INTRODUCTION OF MEDIA**
- 4. PRESENTATIONS**
- 5. COUNCIL BUSINESS**
 - a. Liquor License Approval – Center Market
- 6. AGENDA CONFIRMATION**
 - a. March 11, 2019 Agenda
- 7. a. COUNCIL PRIORITY PROGRESS REPORT**
 - a. 2019 Priorities – Strategic Plan
b. COUNCIL COMMENTS
- 8. WORKSHOP**
 - a. Everett Avenue Building
 - b. City & Calapooia Fire District Agreement ***(PVD)**
 - c. Visitor Center Dedication ***(PVD)**
- 9. REPORTS**
 - a. Clover Leaf Right-of-Way Dedication ***(PVD)**
 - b. Sutherlin-Oakland Enterprise Zone ***(PVD)**
 - c. Grant Authorization – Ford's Pond SE Community Park ***(PVD)**
 - d. Grant Authorization – Red Rock Trail Extension ***(PVD)**
- 10. ADJOURN**

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.

****PVD-Pre Vote Discussion: To be voted on at a future Council meeting****

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



Call to Order & Flag Salute





ROLL CALL





Introduction Of Media





Presentations and/or Proclamations





COUNCIL BUSINESS





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

City of Sutherlin

STAFF REPORT					
Re: Center Market #32 200 W. Central Ave., Sutherlin				Meeting Date: 02/25/2019	
Purpose:	Action Item ☒	Workshop ☐	Report Only	Discussion ☐	Update ☐
Submitted By: Troy A. Mills, Chief of Police				City Manager Review ☐	
Attachments: Application					

WHAT IS BEING ASKED OF COUNCIL?

MEHTAB INC, has made application, under the requirements of the Oregon Liquor Control Commission (OLCC), for a "Off Premises" sales of alcoholic beverages at 200 W Central Avenue. This request is the result of a new retail business within the City of Sutherlin. The individual applying for the license is Sarbjit Kaur. The Center Market (#32), is located at 200 W Central Avenue, Sutherlin, and is requesting approval to obtain a license through the Oregon Liquor Control Commission (OLCC) to sell beer and wine products at the current business location. Under OLCC regulations, a new license needs to be obtained because the sale of beer and wine is considered a "new retail business." The new license is called an "Off-Premises Sales License". This does not mean the business will be allowed to sell beer and wine off premises. It is only for instore sales of beer and wine.

EXPLANATION

The police department has found no information that would be viewed as disqualifying by the Oregon Liquor Control Commission (OLCC).

OPTIONS

- 1) Provide OLCC a recommendation that this license be approved and granted for "Off-Premises Sales" to Sutherlin Liquor/Smoke Shoppe Etc., Sutherlin with the listed owner shown as Jeremy White.
- 2) Provide OLCC a recommendation that this license not be approved or granted for "Off-Premises Sales" to Sutherlin Liquor/Smoke Shoppe Etc., Sutherlin with the listed owner shown as Jeremy White.

SUGGESTED MOTION(S)

None



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

3. Applicant #1 MEHTAB INC		Applicant #2	
Applicant #3		Applicant #4	
4. Trade Name of the Business (Name Customers Will See) CENTER MARKET # 32			
5. Business Address (Number and Street Address of the Location that will have the liquor license) 200 W. CENTRAL AVE			
City SUTHERLIN	County OR	Zip Code 97479	
6. Does the business address currently have an OLCC liquor license? ☐ YES ☒ NO			
7. Does the business address currently have an OLCC marijuana license? ☐ YES ☒ NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) 1230 WEST CENTRAL AVE			
City SUTHERLIN	State OR	Zip Code 97479	
9. Phone Number of the Business Location 503-931-6167		Email Contact for this Application s1kaur@yahoo.com	
Contact Person for this Application SARBJIT KAUR		Phone Number 503 931 6167	
Mailing Address 2078 CULVER LOOP	City SUTHERLIN	State OR	Zip Code 97479

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

[Redacted Signature]

(Applicant #1)

(Applicant #2)

(Applicant #3)

(Applicant #4)



AGENDA CONFIRMATION





**City of Sutherlin
Regular Council Meeting
Monday, March 11, 2019
Civic Auditorium – 7:00 p.m.
AGENDA**

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

- 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. PRESENTATIONS

- a. Officer of the Year

6. CONSENT AGENDA

- a. February 11, 2019 Minutes – Regular Meeting
- b. February 25, 2019 Minutes – Workshop Meeting

7. COUNCIL BUSINESS

- a. Resolution 2019.03 – Visitor Center Dedication
- b. Resolution 2019.04 – Clover Leaf Right-of-Way Dedication
- c. Resolution 2019.05 – Sutherlin-Oakland Enterprise Zone
- d. Resolution 2019.06 – Surplus Property – Dial-a-Ride Van
- e. Resolution 2019.07 – Grant Authorization – Ford's Pond SE Community Park
- f. Resolution 2019.08 – Grant Authorization – Red Rock Trail Extension
- g. City & Calapooia Fire District Agreement
- h. Contract Approval – Design & Construction: Schoon Mt. Storage Tank and 6th & Oak Pump Station

8. REPORTS

9. STRATEGIC PLAN UPDATE (Reports in Council Packet)

10. CITY COUNCIL COMMENT

11. 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.]

12. ADJOURN

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

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



COUNCIL PRIORITY PROGRESS REPORTS

COUNCIL COMMENTS





2019 COUNCIL PRIORITIES STRATEGIC PLAN



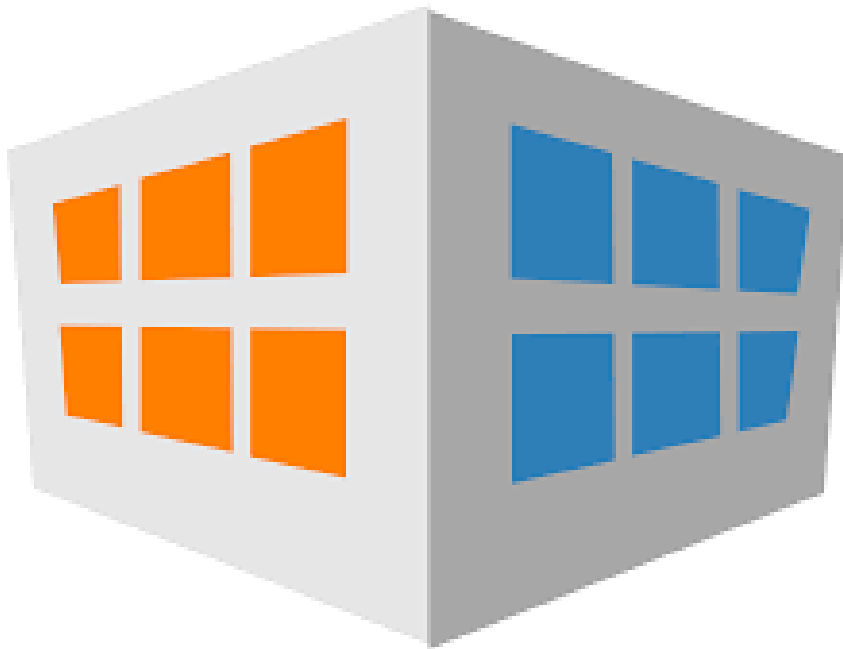


WORKSHOP





EVERETT AVENUE BUILDING





CITY & CALAPOOIA FIRE DISTRICT AGREEMENT





Sutherlin Fire

Fire Chief
G. Michael Lane
250 S. State St
Sutherlin, OR 97479
(541) 459-1394
Fax (541) 459-1693
m.lane@ci.sutherlin.or.us

SERVING OUR COMMUNITY WITH PRIDE

Intergovernmental Agreement

THIS AGREEMENT is made and entered into this 1st day of April 2019 between the City of Sutherlin (City or Fire Department) and the Calapooia Rural Fire Protection District (Calapooia or District).

RECITALS:

- A. Calapooia is a rural fire protection districts, organized under ORS Chapter 478. Pursuant to statutory authorization, Calapooia wishes to receive fire protection services from City of Sutherlin Fire Department.
- B. Cities and fire districts have authority, pursuant to ORS Chapter 478 and ORS 190.010, to enter into intergovernmental agreements for the provision of fire protection services, for the construction and acquisition of facilities, and for the purchase or equipment to be used in providing fire protection services.
- C. City and Calapooia wish to set forth the terms and conditions under which Fire Department will provide fire protection services within Calapooia Rural Fire Protection District.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises and considerations contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. The above recitals are true and are incorporated into this Agreement.
- 2. This Agreement supersedes and replaces any earlier agreements between the parties.
- 3. Upon execution by both parties, this Agreement shall have effective date of April 1, 2019, except, however, City shall not receive payment for services rendered until after July 1, 2019.
- 4. This Agreement shall have a term of fifteen (15) months and will expire on June 30, 2020. Unless either party notifies the other by March 1 of each subsequent year the contract will automatically extend for one (1) year. Either party can choose to terminate future automatic renewals if written notice is given prior to March of each year. Termination will coincide with new fiscal year, and can be without cause. Any other termination will be in accordance with article 21.

5. Subject to the terms and conditions of this agreement, City agrees to provide fire protection and administrative services to Calapooia. The geographic area covered by this Agreement shall be the entire area of Calapooia as of the effective date of this Agreement. Additional area(s) shall not be covered unless accepted in writing by City .
6. Administrative services are defined as, but not limited to:
 - A. Providing fire chief services. The City of Sutherlin Fire Chief or the Chief's designee is hereby appointed as the District's Fire Chief with all executive rights and duties inherent to that position.
 - B. Collaboration in creating annual budget.
 - C. Establish and conduct public meetings for the Calapooia Board of Directors (Board) in accordance with Oregon Public Meeting rules.
 - D. Provide operational updates to include:
 1. Number of resident volunteers at Calapooia station.
 2. Incidents responded to from the Calapooia station.
 3. Any other reasonable activity requested by the Board.
7. Fire Protection Services are defined as, but not limited to:
 - A. Fire management, fire suppression, emergency medical services, fire inspection and investigation, apparatus and equipment maintenance programming, fire code enforcement, plans examination, fire education and training, and approval of burning permits.
 - B. Providing fire apparatus and equipment.
 - C. Dispatching all necessary resources assigned to Calapooia station, if staffed, and any additional City staffed engine from City of Sutherlin Main Station in response to emergency calls. Calapooia understand and expects the City to employ automatic and mutual aid as needed.
 - D. To participate in current mutual aid agreements with all fire protection providers which are contiguous with Calapooia. City of Sutherlin Fire Department shall establish and maintain automatic aid agreements in areas in which service might be improved by such agreementTo participate in current mutual aid agreements with all fire protection providers which are contiguous with Calapooia. City of Sutherlin Fire Department shall establish and maintain automatic aid agreements in areas in which service might be improved by such agreement
 - E. Providing career staff and volunteers for such services. City will strive, but is not obligated, to maintain a volunteer resident program at the Calapooia station throughout the year.

F. Providing training to achieve and maintain NFPA Firefighter I, NFPA Wildland Firefighter, NFPA Driver, and NFPA Apparatus Operator certifications for volunteer firefighters assigned to Calapooia station.

8. Any fire protection or related services shall be subject to the prior right and obligation of the City to use any and all of its firefighting or emergency response apparatus or equipment for the purpose of fighting fire or responding to an emergency within the corporate limits of City of Sutherlin, or any other mutual aid service agreement. It is further understood and agreed between the parties that the services to be provided by City under this Agreement are subject to the reasonable availability of personnel and equipment, and that the City shall only be required to respond with reasonable diligence, taking into consideration the type, quantity, and quality of firefighting emergency response equipment and apparatus which the Fire Department has available. City shall not be responsible for damages incurred that results from Fire Department inability to successfully combat any fire or respond promptly to any emergency. Fire Department commanding officers shall exercise their judgement and discretion as to the amount and type of equipment which may be spared from the City at the time of any alarm or emergency call, and the amount and type of equipment to be dispatch to Calapooia.
9. The Parties further understand and recognize that volunteer firefighters staff second out engines, wildland engines and support equipment necessary to provide sufficient firefighters on emergency of fire and medical aid incidents to include motor vehicle accidents (MVAs).
10. The Parties agree that the City will provide response time to all initial alarms within the District in compliance with guidelines establish in the City Response Standards. Multiple or additional alarms occurring within the thirty minutes of the first alarm are exempted from this requirement. For the purpose of this Agreement, response time is defines as the time interval from alarm notification to the arrival of the arriving engine company.
11. To the extent allowed by Oregon law, Calapooia shall defend, indemnify and hold harmless City of Sutherlin from any and all damages, claims and expenses pertaining to or arising City of Sutherlin's acts or omission in connection with fire protection for Calapooia as contemplated by this agreement. City of Sutherlin and Calapooia shall each maintain liability insurance or self-insurance in a an mount not less than the Oregon Tort Claims Act limits applicable to public agencies as set forth in Chapter 30 of the Oregon Revised Statutes. Each party shall name the other party as a co-insured on the general liability insurance policy of their respective carriers, and shall keep the policies current and in full force during the term of this Agreement. Each party also agrees to maintain Workers Compensation insurance for employees and volunteers.
12. In exchange for the services provided by City of Sutherlin under this Agreement, Calapooia shall pay City of Sutherlin an annual lump sum payment of \$35,000 on or before July 1 for each annual term. The parties shall adjust the amount of the annual lump sum payment as necessary to account for inflation.
13. Pursuant to ORS 190.010 and ORS 478.300(2) City of Sutherlin Fire Department shall have authority over issuance of fire burning permits and performance of fire inspections, as requested, within Calapooia. If required by the City of Sutherlin, Calapooia shall adopt a fire code.
14. In the event of a breach of any provision of this Agreement by Calapooia, City of Sutherlin shall be entitled to pursue any and all applicable legal remedies against Calapooia for recovery of all sums owed hereunder, and any other consequential damages caused by Calapooia's breach. In

addition, without limiting the foregoing, City of Sutherlin shall be entitled to withhold further services hereunder and any such cessation of service shall not be deemed a breach, repudiation, or rescission of this Agreement by City of Sutherlin.

15. In the event of a breach of any provision of this Agreement by City of Sutherlin, with respect to the performance of fire protection services, Calapooia shall be entitled to cessation of payment on a pro rata basis without such action being deemed a breach, repudiation, or rescission of this Agreement until such time as City of Sutherlin corrects its performance to comply with terms contained hereunder.
16. In the event of any litigation arising under this Agreement, each party shall be responsible for its own legal costs and fees, including attorney fees.
17. Each party has had access to independent legal counsel throughout the negotiation of this Agreement.
18. Except as stated herein, all preliminary negotiation, agreements or other understandings between the parties are merged into this Agreement. There are no other oral agreements, or representation of warranties of any kind.
19. Any modifications of this Agreement shall only be upon written agreement by both parties.
20. Time is of the essence of this Agreement in all particulars.
21. This agreement may be terminated, prior to the end of term in section 4, by either party, without cause, by giving the other party written notice of its intent to terminate this agreement. Notice shall be given at least 365 days prior to the proposed early termination date of the agreement. By mutual consent of the parties an earlier termination date may be selected.
22. The covenants contained herein shall be binding upon, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, City of Sutherlin and Calapooia shall include the successors in interest, the singular and plural, and the plural and singular.
23. In the event the District and City are unable to negotiate a resolution to any dispute related to this Agreement, the parties agree to convene a panel consisting of the City of Sutherlin Fire Chief, the City of Sutherlin City Manager or the Manager's designee, and the District's Board President, along with an additional District Board Member to negotiate an equitable settlement to the dispute. Such dispute resolution process must occur before any litigation may be commenced under this Agreement.
24. If any article, subsection or phrase of this Agreement is determined by any court of competent jurisdiction to be invalid or not enforceable for any reason, such determination shall not affect the validity of the remaining portions of the Agreement, which shall continue to be in effect, unless the invalidation of a provision materially alters consideration to either party in which case the parties agree to resolution through negotiation of the issues.
25. The provision of written notice under this Agreement shall be accomplished by sending the notice via first class mail and addressed as follows:

For Calapooia

**Calapooia Rural Fire
Protection District**

By: _____
Board President; Marc Nichols

By: _____
Board Secretary; Dwayne Gettys

For City of Sutherlin

City of Sutherlin

By: _____
Mayor; Todd McKnight

By: _____
City Manager; Jerry Gillham

By: _____
Deputy Fire Chief; Scott McKnight



VISITOR CENTER DEDICATION





REPORTS





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

City of Sutherlin

STAFF REPORT					
Action: Clover Leaf Loop Right-of-Way Dedication				Meeting Date:	02/25/19
Purpose:	Action Item ☐	Workshop ☐	Report Only ☐	Discussion ☒	Update ☐
Submitted By: Kristi Gilbert, Community Development Specialist and Brian Elliott, Community Development Director				City Manager Review	☒
Attachments: Map and Deeds with Exhibits					

WHAT IS BEING ASKED OF COUNCIL?

This staff report is to inform City Council of a request to consider accepting the Clover Leaf Right of Way Extension from Atterbury Properties LLC and Powell Property Investments 1, LLC.

EXPLANATION

Atterbury Properties LLC and Powell Property Investments 1 LLC constructed the Clover Leaf Right-of-Way extension (west of Dakota Street) to City standards for the dedication of Right-of-Way to the City of Sutherlin.

Dedication of the right-of-way extension is derived from an Irrevocable Offer required as a condition of approval of a 2009 Land Partition (Planning Department File No. PAR 09-01).

OPTIONS

N/A

SUGGESTED MOTION(S)

N/A

AERIAL MAP
T25S R5W SEC 19



Grantor: Atterbury Properties, LLC

Grantee: City of Sutherlin, Oregon

After Recording Return to:

Atterbury Properties LLC
760 North Side Rd.
Sutherlin, OR 97479

DEED OF DEDICATION

Atterbury Properties, LLC, an Oregon Limited Liability Company, Grantor, dedicates, releases and quitclaims to the City of Sutherlin, Oregon, Grantee, all right, title and interest in and to the real property described in the attached Exhibit "A" and shown on the attached Exhibit "B". The public by and through the City of Sutherlin, Oregon and the City's agents and assigns will have the perpetual right to construct, improve, operate and maintain the property for use as right-of-way across, under and on the property and for all other purposes for which a public street and right-of-way is used, including installing, repairing, maintaining, altering, replacing, relocating and operating utilities in, into, upon, over, across and under the right-of way. This Dedication Deed will be effective as of the date signed below and remain in effect perpetually; however, it shall terminate if the City of Sutherlin vacates the property in accordance with Oregon law.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 17, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is other valuable consideration than cash.

IN WITNESS WHEREOF the grantor has executed this instrument on the day and year written below.

GRANTOR:

Atterbury Properties, LLC
an Oregon Limited Liability Company

By: _____
Gordon Atterbury, Manager

STATE OF OREGON)
)ss.
County of Douglas)

This instrument was acknowledged before me on the _____ day of _____, 2018
by Gordon Atterbury, as Manager of Atterbury Properties, LLC, an Oregon Limited Liability
Company.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTED FOR GRANTEE CITY OF SUTHERLIN

By: _____
City Manager, Jerry Gillham
It's Authorized Representative

STATE OF OREGON)
)ss.
County of Douglas)

This instrument was acknowledged before me on the _____ day of _____, 2018
by Jerry Gillham, City Manager and Authorized Representative for City of Sutherlin.

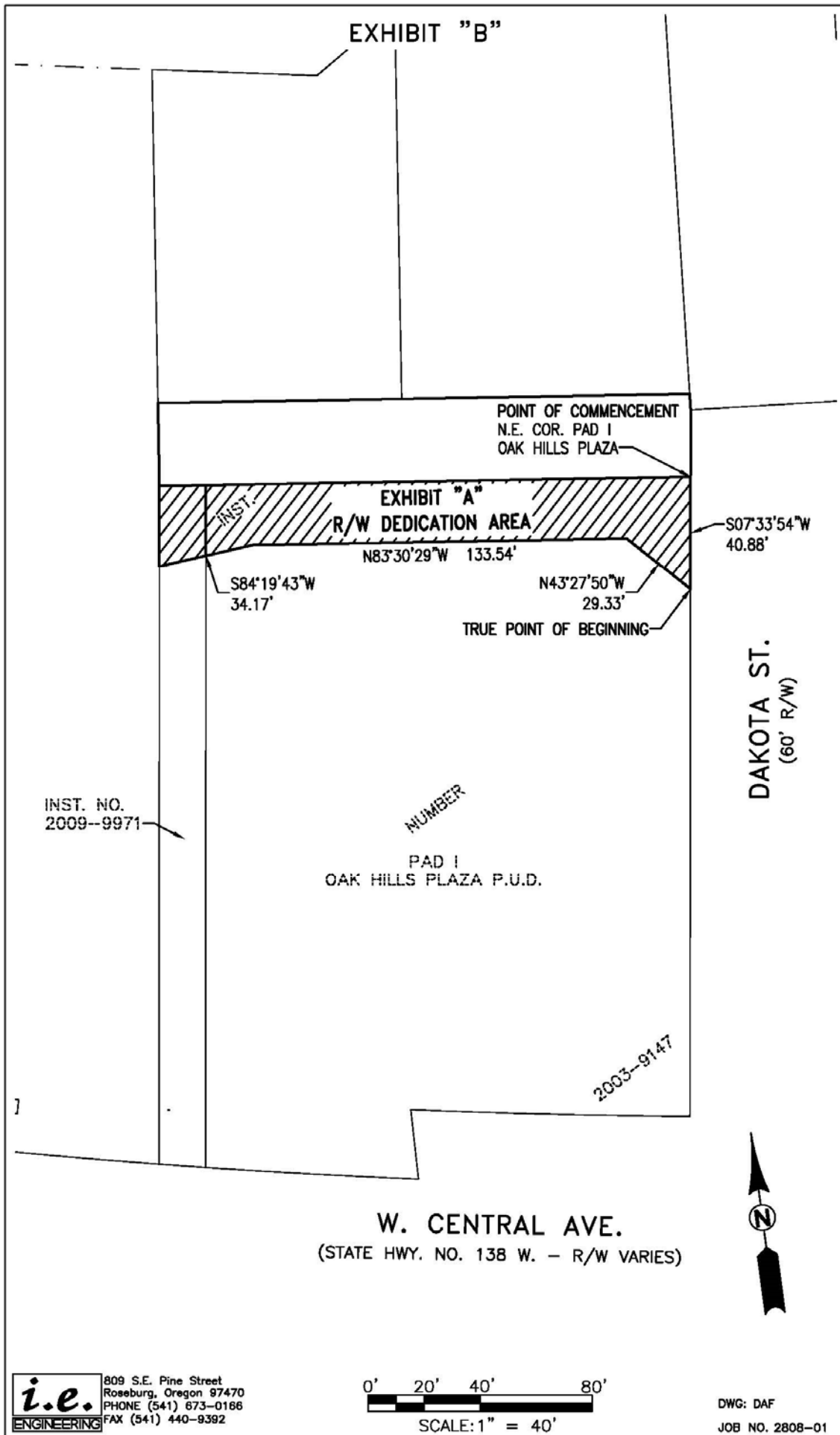
Notary Public for Oregon
My Commission Expires: _____

EXHIBIT "A"
R/W DEDICATION
ATTERBURY PROPERTIES, LLC

A portion of those tracts described in Instrument Number 2003-009147 and 2009-009971, official deed records of Douglas County, Oregon; said portion being all of said tracts lying Northerly of the following boundary:

Beginning at the Northeast Corner of Pad I, Oak Hills Plaza P.U.D., as recorded in Volume 20, Page 59, Douglas County plat records; thence along the West line of said Pad I, South 7°33'54" West, 40.88 feet to the **TRUE POINT OF BEGINNING**; thence North 43°27'50" West, 29.33 feet; thence North 83°30'29" West, 133.54 feet; thence South 84°19'43" West, 34.17 feet to the West line of said Pad I, Oak Hills Plaza P.U.D., and there terminating.

Above-described R/W dedication area contains 0.10 acres (4,507 square feet), more or less.



Grantor: Powell Property Investments 1, LLC

Grantee: City of Sutherlin, Oregon

After Recording Return to:

DEED OF DEDICATION

Powell Property Investments 1, LLC, an Oregon Limited Liability Company, Grantor, dedicates, releases and quitclaims to the City of Sutherlin, Oregon, Grantee, all right, title and interest in and to the real property described in the attached Exhibit "A" and shown on the attached Exhibit "B". The public by and through the City of Sutherlin, Oregon and the City's agents and assigns will have the perpetual right to construct, improve, operate and maintain the property for use as right-of-way across, under and on the property and for all other purposes for which a public street and right-of-way is used, including installing, repairing, maintaining, altering, replacing, relocating and operating utilities in, into, upon, over, across and under the right-of-way. This Dedication Deed will be effective as of the date signed below and remain in effect perpetually; however, it shall terminate if the City of Sutherlin vacates the property in accordance with Oregon law.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 17, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

The true consideration for this conveyance is other valuable consideration than cash.

IN WITNESS WHEREOF the grantor has executed this instrument on the day and year written below.

GRANTOR:

Powell Property Investments 1, LLC
an Oregon Limited Liability Company

By: _____
Timothy J. Powell, Managing Member

STATE OF OREGON)
)ss.
County of Douglas)

This instrument was acknowledged before me the _____ day of _____, 2019
by Timothy J. Powell, as Managing Member of Powell Property Investments 1, LLC, an Oregon
Limited Liability Company.

Notary Public for Oregon
My Commission Expires: _____

ACCEPTED FOR GRANTEE CITY OF SUTHERLIN

By: _____
City Manager, Jerry Gillham
It's Authorized Representative

STATE OF OREGON)
)ss.
County of Douglas)

This instrument was acknowledged before me the _____ day of _____, 2019
by Jerry Gillham, City Manager and Authorized Representative for City of Sutherlin.

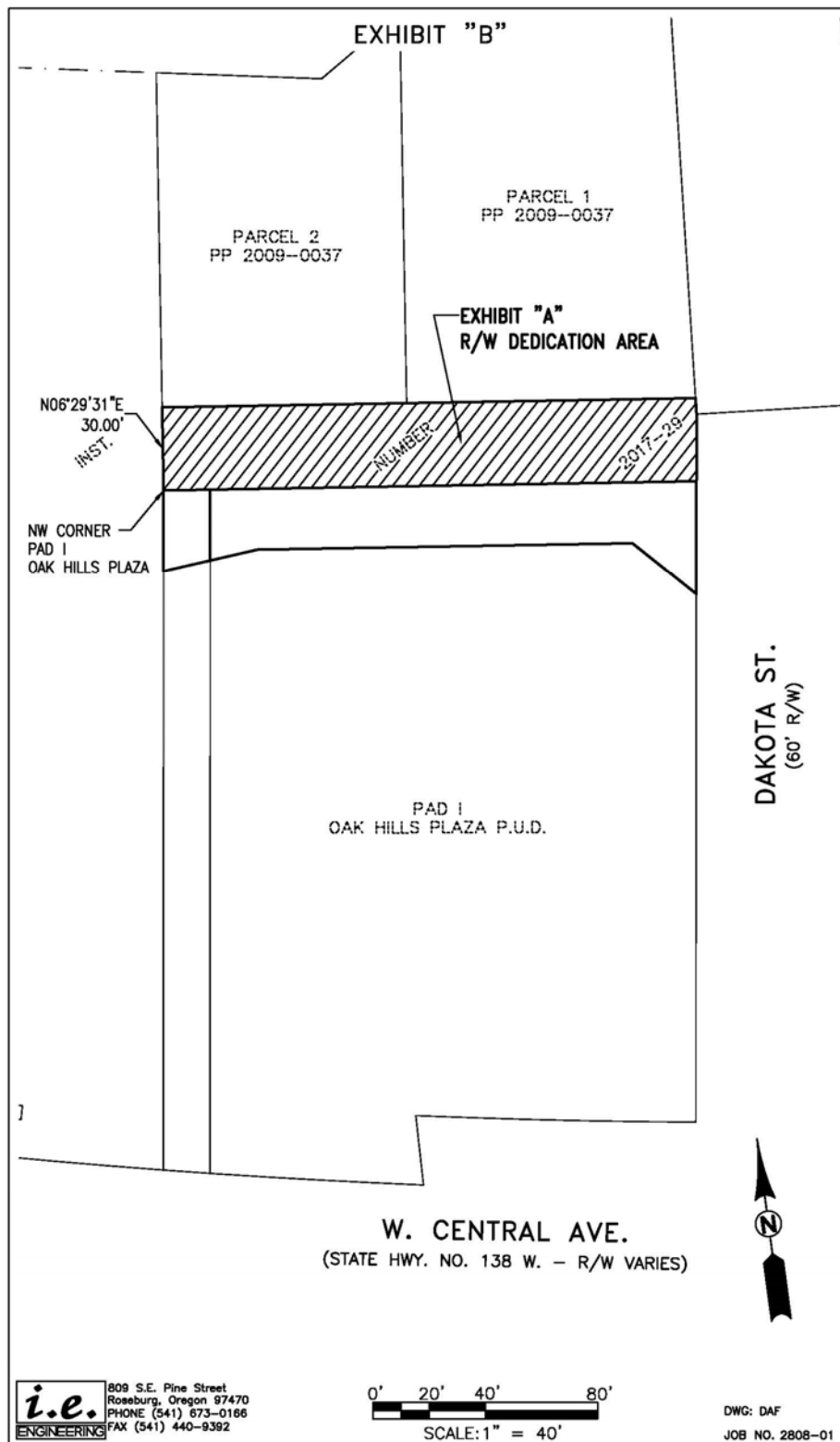
Notary Public for Oregon
My Commission Expires: _____

EXHIBIT "A"
R/W DEDICATION
POWELL PROPERTY INVESTMENTS 1, LLC

A portion of that tract described in Instrument Number 2017-00029, official deed records of Douglas County, Oregon; said portion being all of said tract lying Easterly of the following described line:

Beginning at the Northwest Corner of Pad I, Oak Hills Plaza P.U.D., as recorded in Volume 20, Page 59, Douglas County plat records; thence North 6°29'31" East, 30.00 feet to the Southwest corner of Parcel 2, Partition Plat No. 2009-0037, Douglas County plat records and there terminating.

Above-described R/W dedication area contains 0.13 acres (5,696 acres), more or less.





City of Sutherlin

STAFF REPORT					
Re: Sutherlin Oakland Enterprise Redesignation Discussion				Meeting Date:	02-25-19
Purpose:	Action Item ☐	Workshop ☐	Report Only ☐	Discussion ☒	Update ☐
Submitted By: Kristi Gilbert Community Development Specialist and Brian Elliott, Community Development Director				City Manager Review	☒
Attachments: Sutherlin Oakland Enterprise Zone Map					

WHAT IS BEING ASKED OF COUNCIL?

This Staff Report is to inform City Council of an upcoming action item, seeking approval of a Resolution to adopt the Sutherlin Oakland Enterprise Zone Redesignation.

EXPLANATION

The Sutherlin Oakland Enterprise Zone was established in 1986, changed in 1989, 1992, 1995 & 2002. This zone was re-authorized on July 1, 2008. This enterprise zone and the three to five-year property tax exemption that it offers for new investment in plant and equipment by eligible business firms are critical elements of local efforts to increase employment opportunities, to raise local incomes, to attract investments by new and existing businesses and to secure and diversify the local economic base.

The City of Sutherlin, City of Oakland and Douglas County are seeking redesignation of the Sutherlin-Oakland Enterprise Zone and will remain the “zone sponsors”. In an enterprise zone, certain types of business firms that create new jobs may get limited-duration exemptions on certain new property that they invest in the zone. With the proposed redesignation, boundaries will remain the same.

A public meeting will be held at the Sutherlin Civic Auditorium on February 28, 2019 at 10:30 a.m. to take public testimony and to satisfy statutory requirements. All three zone sponsors will be in attendance at the public meeting.

Following the public meeting, Staff and Coos, Curry, Douglas Business Development Corp (CCD) will bring a resolution to the Council for adoption at the March 11, 2019 Council Meeting.

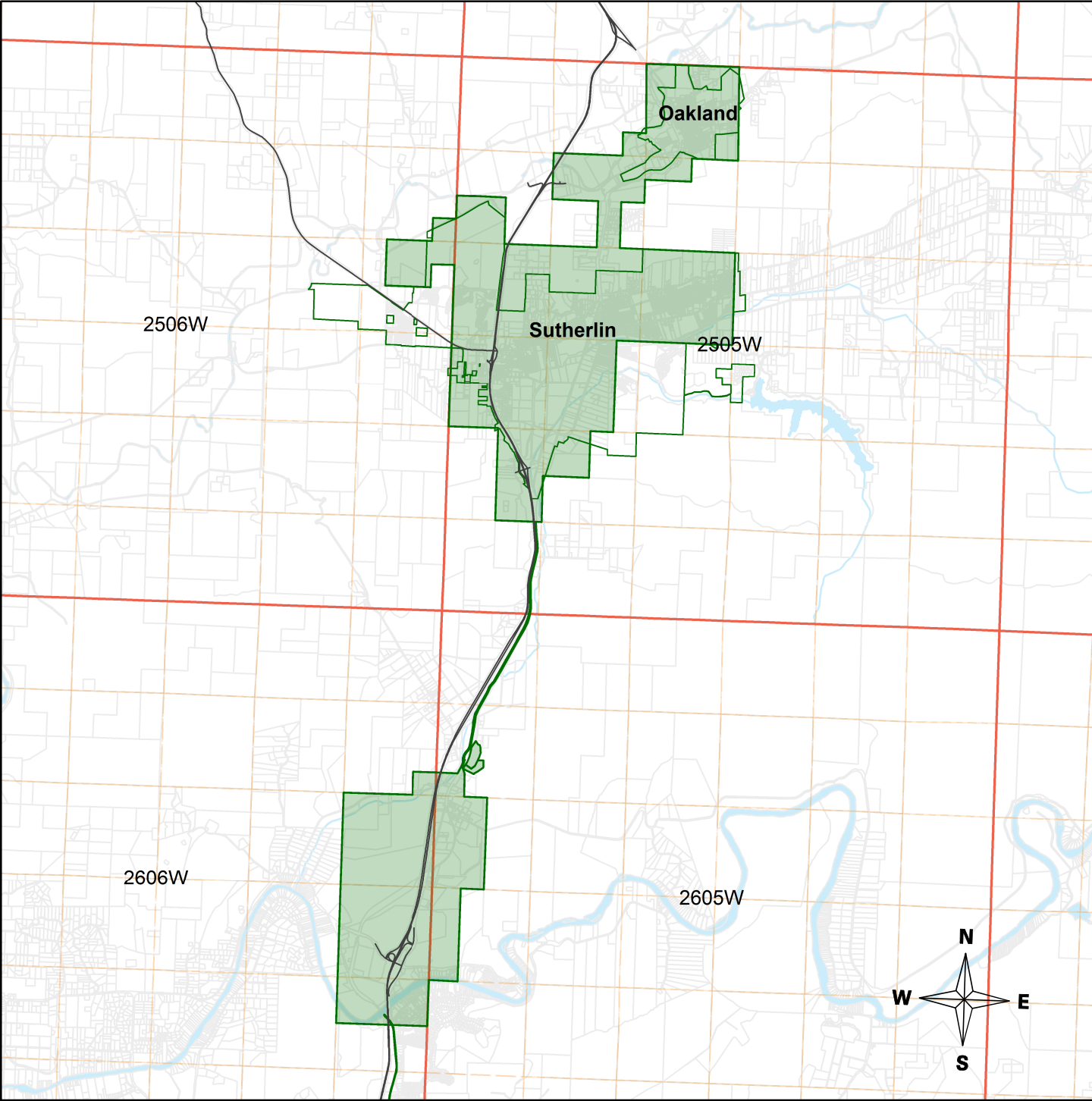
OPTIONS

N/A

SUGGESTED MOTION(S)

N/A

Sutherlin Oakland Enterprise Zone 2017



Legend

- Highways
- SutherlinOaklandEZ
- City_District
- Township
- Section
- Parcels

Sutherlin Oakland Enterprise Zone 2017
Total Acres 11.64 Sq. Mi.



City of Sutherlin

STAFF REPORT					
Re: Grant Authorization Discussion – Ford’s Pond				Meeting Date:	02-25-2019
Purpose:	Action Item ☐	Workshop ☐	Report Only ☐	Discussion ☒	Update ☐
Submitted By: Brian Elliott, Community Development Director				City Manager Review	☒
Attachments:					

WHAT IS BEING ASKED OF COUNCIL?

This staff report is to request Grant Authorization from Council for the SE Corner Development of Ford’s Pond.

EXPLANATION

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.

Oregon Parks and Recreation District (OPRD) has announced their 2019 Grant Cycle for their Local Government Grant Program (LGGP). Staff and Friends of Ford’s Pond attended the workshop on February 7, 2019 to seek information on both the Small and Large Grant opportunities.

The Parks Advisory Committee will be discussing the matter at their February 21, 2019 meeting.

With the recommendation of the Parks Advisory Committee and Council consensus, Staff proposes to apply for the Large Grant opportunity for the development of the SE corner of Ford’s Pond. Staff will then bring a resolution of support of the grant to Council at the March 11, 2019 City Council Meeting.

OPTIONS

N/A

SUGGESTED MOTION(S)

N/A



City of Sutherlin

STAFF REPORT					
Re: Grant Authorization Extension of Red Rock Trail – State Street to Calapooia Street				Meeting Date:	02-25-2019
Purpose:	Action Item ☐	Workshop ☐	Report Only ☐	Discussion ☒	Update ☐
Submitted By: Brian Elliott, Community Development Director				City Manager Review ☒	
Attachments:					

WHAT IS BEING ASKED OF COUNCIL?

This staff report is to request Grant Authorization from Council for the Extension of Red Rock Trail – State Street to Calapooia Street.

EXPLANATION

Red Rock Trail improvement involved three phases. Phase 1 - State Street to Waite Street – phase complete, Phase 2 - Waite Street to Nicolas Court, included Restrooms and Pavilion - complete. Phase 3 – proposed connectivity from the existing trail at State Street to Calapooia Street.

Oregon Parks and Recreation District (OPRD) has announced their 2019 Grant Cycle for their Local Government Grant Program (LGGP). Staff and Friends of Ford's Pond attended the workshop on February 7, 2019 to seek information on both the Small and Large Grant opportunities.

The Parks Advisory Committee will be discussing the matter at their February 21, 2019 meeting.

With the recommendation of the Parks Advisory Committee and Council consensus, Staff proposes to apply for the Small Grant opportunity for the extension of Red Rock Trail from State Street to Calapooia Street. Staff will then bring a resolution of support of the grant to Council at the March 11, 2019 City Council Meeting.

OPTIONS

N/A

SUGGESTED MOTION(S)

N/A



ADJOURNMENT





FOR YOUR INFORMATION



Melanie Masterfield

To: Ashley (ashley@bciradio.com); DC Commisioners (commissioners@co.douglas.or.us); KUGN (news@kugn.com); Kyle-KQEN (KYLE@BCIRADIO.COM); News Desk (newsdesk@nrtoday.com); Register Guard (rgnews@registerguard.com); Roseburg Beacon (info@roseburgbeacon.com); Vera Westbrook (vwestbrook@nrtoday.com)

Subject: Public Notice for City of Sutherlin City Council Mtg

Attachments: 0. AGENDA.docx

Good morning. Please see the attached Agenda for the Sutherlin City Council meeting for February 25, 2019. Thank You



Melanie Masterfield
Deputy City Recorder

City of Sutherlin
126 E Central Ave
Sutherlin, OR 97479
541-459-2856
m.masterfield@ci.sutherlin.or.us