



**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

**7. COUNCIL BUSINESS**

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

**8. REPORTS**

- a. 2019 Priorities – Strategic Plan
- b. Fire Code Amendment **\*(PVD)**

**9. CITY COUNCIL COMMENT**

**10. 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.]

**11. 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**







# **PUBLIC COMMENT**

**Agenda Items only**





# **Presentations and/or Proclamations**





## City of Sutherlin

STAFF REPORT					
Re: 2018 Officer of the Year Presentation				Meeting Date:	March 11, 2019
Purpose:	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Presentation Only X	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Troy A. Mills, Chief of Police				City Manager Review	<input checked="" type="checkbox"/>
Attachments: Certificate					

### WHAT IS BEING ASKED OF COUNCIL?

Presentation of Certificate to Officer Matt Barrett as this year's Officer of the Year.

### EXPLANATION

The Roseburg Optimist Club has been supporters of the local law enforcement for four decades in Douglas County. Each year this organization holds the "Respect for Law Banquet," to honor those who protect and serve our communities.

This provides an opportunity for law enforcement agencies in our county to select honorees from their respective agencies. This year the Sutherlin Police Department has named Officer, Matt Barrett as our "Officer of the Year! He was honored along with other Douglas County Officers and Deputies on February 22, 2019, at the Roseburg Optimist 43<sup>th</sup> Annual Respect for Law Enforcement Banquet.

Certificate to read: "In acknowledgement of this year's outstanding accomplishments, professionalism, leadership, teamwork and dedication that you give to your profession. On behalf of the Sutherlin Police Department, City of Sutherlin and the citizens of Sutherlin we honor and thank you! Congratulations Officer Barrett, for an outstanding job!"

### OPTIONS

N/A

### SUGGESTED MOTION(S)

N/A



# OFFICER OF THE YEAR AWARD 2018

*This certificate is awarded to*

*Police Officer  
Matt Barrett*



*In acknowledgement of this year's outstanding accomplishments, professionalism, leadership, teamwork and dedication that you give to your profession. On behalf of Sutherlin Police Department, City of Sutherlin and the citizens of Sutherlin, we honor and thank you! Congratulations Officer Barrett, for an outstanding job!*

\_\_\_\_\_  
Todd McKnight, Mayor

\_\_\_\_\_  
Date





# Consent Agenda



**CITY OF SUTHERLIN**  
**Regular City Council Meeting**  
**Sutherlin Civic Auditorium**  
**Monday, February 11, 2019 – 7:00pm**

**COUNCIL MEMBERS:**

Tom Boggs, Michelle Sumner, Forrest Stone, Travis Tomlinson, Seth Vincent and Becky Wattles

**MAYOR:** Todd McKnight

**CITY STAFF:** City Manager, Jerry Gillham  
City Recorder, Diane Harris  
Deputy City Recorder, Melanie Masterfield  
Finance Director, Dan Wilson  
Community Development Director, Brian Elliott  
Police Chief, Troy Mills  
Deputy Fire Chief, Scott McKnight  
City Attorney, Chad Jacobs (via Skype)

**Audience:** J. Lindeen Brown, Jim Houseman, Tami Trowbridge, Dian Cox, Chuck & Peggy Brummel, Larry Whitaker and Adam Stinnett

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

**Flag Salute:**

**Roll Call:** All Present

**Introduction of Media:** None

**PUBLIC COMMENT (agenda items only)**

None

**PRESENTATIONS**

- **Budget Calendar** – Finance Director, Dan Wilson presented the fiscal year 2019-2020 budget calendar for review. The proposed budget will be handed out at the Council meeting on April 8<sup>th</sup> and April 15<sup>th</sup> will be the Budget Committee meeting.
- **SDDI Update** – SDDI President, J. Lindeen Brown updated Council. Board members are Joe Grouseman, Joe Barnes, Tami Trowbridge, Jody Arrant, Brian Elliott and Debbie Hamilton. The group has three main focuses, Hometown Hero Banner Program, Downtown Sutherlin Beautification/Hanging Flower Baskets project and Music-off-Central. Grants have been offered to downtown businesses wanting to upgrade their store front awnings. The 2019 Grand Plan meet n greet is at the Community Center on February 21, 2019 at 7pm. We are always looking for volunteers!
  - Currently have 20 veterans featured on hanging banners starting at the Visitors Center and displayed through the east end of town. The banners cost \$150 and are guaranteed for 5 years.
  - 50 hanging baskets are proposed for this year and cost \$125 each.
  - Music off Central is really growing. There will be 7 Friday night concerts throughout this summer. Sutherlin Area Chamber of Commerce helps raise money to pay for the concerts and the first band is already booked. Hoping to get more sponsors this year and are aiming toward getting an amphitheater. Have also partnered with Smitty's Food Mart to be a food vendor.

Questions:

- Mayor McKnight – Can the Hometown Hero Banners be for anyone currently serving?  
*Absolutely.*

- Councilor Sumner – Tell us about the grants for the awnings? *SDDI will donate \$500 towards a business's awning if they want to upgrade their storefront.*

## **CONSENT AGENDA**

- **January 14, 2019 Minutes – Regular Meeting**
- **January 28, 2019 Minutes – Workshop Meeting**

**MOTION** made by Councilor Stone to approve Consent Agendas as presented; second by Councilor Tomlinson.

Discussion: None

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

Opposed: None

Motion carried unanimously.

## **COUNCIL BUSINESS**

- **Budget Committee Appointments**

Staff Report – City Recorder, Diane Harris presented four applications to Council for new appointments from Larry Whitaker, Tom Spelgatti, Adam Stinnett and Renee Lillie. Three terms ending December 31, 2021 and one ending December 31, 2019.

Mayor McKnight asked if any applicants in the audience would like to speak on their behalf.

- Larry Whitaker introduced himself. He and his wife grew up in a small town and he worked for a company in California for over 20 years. Has lived back in Sutherlin for the last 26 years. He's a retired Administrative Pastor from Sutherlin Family Church and feels he has qualifications to be on the committee.
- Adam Stinnett introduced himself. Attended junior high and high school here then moved out of state and moved back about 10 years ago. He works in reforestation for Seneca Jones doing the budget for the district and thought his skills would be useful.

Mayor asked appointees which one would like the term ending December 31, 2019. Adam Stinnett accepted making Larry Whitaker, Tom Spelgatti and Renee Lillie have terms ending December 31, 2021.

**MOTION** made by Councilor Stone to appoint Larry Whitaker, Tom Spelgatti, Adam Stinnett and Renee Lillie to the Budget Committee as presented; second by Councilor Boggs.

Discussion: None

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

Opposed: None

Motion carried unanimously.

- **Resolution 2019.02 – Supplemental Budget Adjustment – Police Vehicle**

Staff Report – Finance Director, Dan Wilson provided Council with a budget adjustment worksheet for the replacement of a patrol vehicle due to significant and continuous repairs. It was determined that a new vehicle was needed and was approved at the January 14<sup>th</sup> Council meeting.

**MOTION** made by Councilor Boggs to approve Resolution 2019.02 – Supplemental Budget Adjustment as presented; second by Councilor Tomlinson.

Discussion: Councilor Stone – Is this for the patrol vehicle and all the accessories? *Yes.*

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

Opposed: None

Motion carried unanimously.

## **REPORTS**

None

### **CITY COUNCIL COMMENT**

**Councilor Wattles** – A citizen mentioned that the traveling Vietnam Memorial Wall needs a permanent home and Sutherlin was suggested. ***City Manager and Mayor – have the person get in contact with City Hall so further research may be done and bring findings back to Council for discussion.***

**Councilor Tomlinson** - None

**Councilor Boggs** - None

**Councilor Sumner** - None

**Councilor Vincent** - None

**Councilor Stone** – Talked to Community Development Director, Brian Elliott prior to meeting regarding some water coming across the road by Dairy Queen and that an accident had occurred there last week.

***Elliott - Public Works will check into it.***

Asked Adam Stinnett [Seneca] about donating trees to put around Ford's Pond. ***Friends of Ford's Pond President, Jim Houseman - We are working with Sutherlin High School's FFA program to plant vegetation on the West hill side.***

**Mayor McKnight** – The Library would like to invite Council and Community to the Quilt of Valor presentation for Mickey and Annie Thompson on Friday, February 15<sup>th</sup> at 2:30.

### **PUBLIC COMMENT**

None

### **ADJOURNMENT**

With no further business, meeting adjourned at 7:29pm.

Approved:

\_\_\_\_\_  
Jerry Gillham, City Manager

Respectfully submitted by,

\_\_\_\_\_  
Melanie Masterfield, Deputy City Recorder

\_\_\_\_\_  
Todd McKnight, Mayor





# **COUNCIL BUSINESS**





## City of Sutherlin

STAFF REPORT					
Re: Center Market #32 200 W. Central Ave., Sutherlin				Meeting Date:	03/11/2019
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Troy A. Mills, Chief of Police				City Manager Review	<input type="checkbox"/>
Attachments: N/A					

### 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 Center Market #32 with the listed owner shown as Sarbjit Kaur.
- 2) Provide OLCC a recommendation that this license not be approved or granted for "Off-Premises Sales" to Center Market #32 with the listed owner shown as Sarbjit Kaur.

### 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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> 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.

(Applicant#1)

(Applicant #2)

(Applicant#3)

(Applicant #4)



## City of Sutherlin

STAFF REPORT					
<b>Action: Clover Leaf Loop Right-of-Way Dedication</b>				Meeting Date:	03/11/19
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input checked="" type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Kristi Gilbert, Community Development Specialist and Brian Elliott, Community Development Director</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b> Resolution 2019.04, Map, Deeds & Exhibits					

### WHAT IS BEING ASKED OF COUNCIL?

City Council is being asked to accept the Clover Leaf Right of Way Extension from Atterbury Properties LLC and Powell Property Investments 1, LLC and approve Resolution 2019-04.

### EXPLANATION

Atterbury Properties LLC and Powell Property Investments 1 LLC constructed 50' wide Clover Leaf Right-of-Way extension (west of Dakota Street) to meet all City standards (asphalt, curb, gutter, sidewalks and storm) 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

1. Motion to approve Resolution 2019.04, accepting the Clover Leaf Right-of-Way extension.
2. Motion to not deny Resolution 2019.04, and not accept the Clover Leaf Right-of-Way extension.

### SUGGESTED MOTION(S)

Motion to approve Resolution 2019.04, accepting the Clover Leaf Right-of-Way extension.

**RESOLUTION NO. 2019.04**

**A RESOLUTION AUTHORIZING THE DEED OF DEDICATION  
FROM ATTERBRY PROPERTIES LLC and POWELL PROPERTY INVESTMENTS 1  
LLC TO THE CITY OF SUTHERLIN AND DELEGATING  
AUTHORITY TO THE CITY MANAGER TO SIGN DOCUMENTS ON BEHALF OF  
THE  
CITY TO ACCEPT THE DEEDS OF DEDICATION**

**WHEREAS**, the City of Sutherlin (“City”) required property owners to construct and dedicate the extension of Clover Leaf (formerly referred to as Cook Creek Ave in the Planning Department File No. PAR-09-01) from Dakota Street to the west edge of Parcel 2 of Partition Plat 2009-0037; and

**WHEREAS**, said property owners constructed 50’ wide street to meet all City standards (asphalt, curb, gutter, sidewalks and storm); and

**WHEREAS**, the City is willing to accept this portion of Clover Leaf Loop from west of Dakota Street to the western property line of Parcel 2 of Partition Plat 2009-0037; and

**WHEREAS**, transfer of ownership of this portion of Clover Leaf Loop to the City is now agreed upon by both property owners and City; and

**WHEREAS**, the City Council desires to provide authority to the City Manager to sign documents as necessary to accept the deeds of dedication to transfer of ownership of this portion of Clover Leaf Loop;

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

**Section 1.** The City Council hereby approves the Deeds of Dedication for the Clover Leaf Loop extension.

**Section 2.** The City Manager is authorized to execute any documents on behalf of the City as may be necessary to accept the deeds of dedication to transfer of ownership of this portion of Clover Leaf Loop.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED BY THE COUNCIL ON THE 11th DAY OF MARCH, 2019.**

**APPROVED BY THE MAYOR ON THIS 11th DAY OF MARCH, 2019.**

ATTEST:

\_\_\_\_\_  
Mayor, Todd McKnight

\_\_\_\_\_  
City Recorder, Diane Harris, CMC



**AERIAL MAP**  
**T25S R5W SEC 19**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**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.

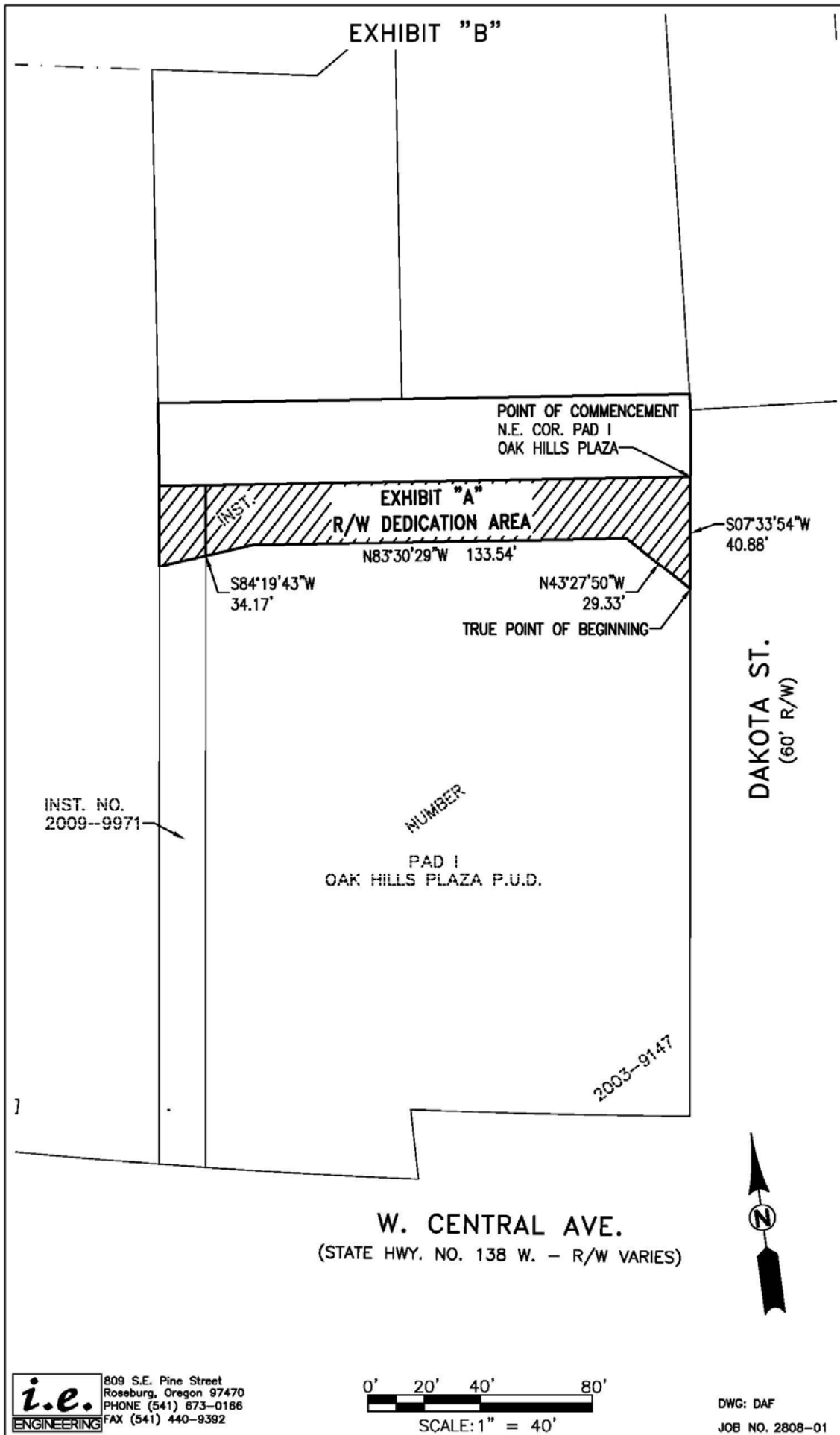
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**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.

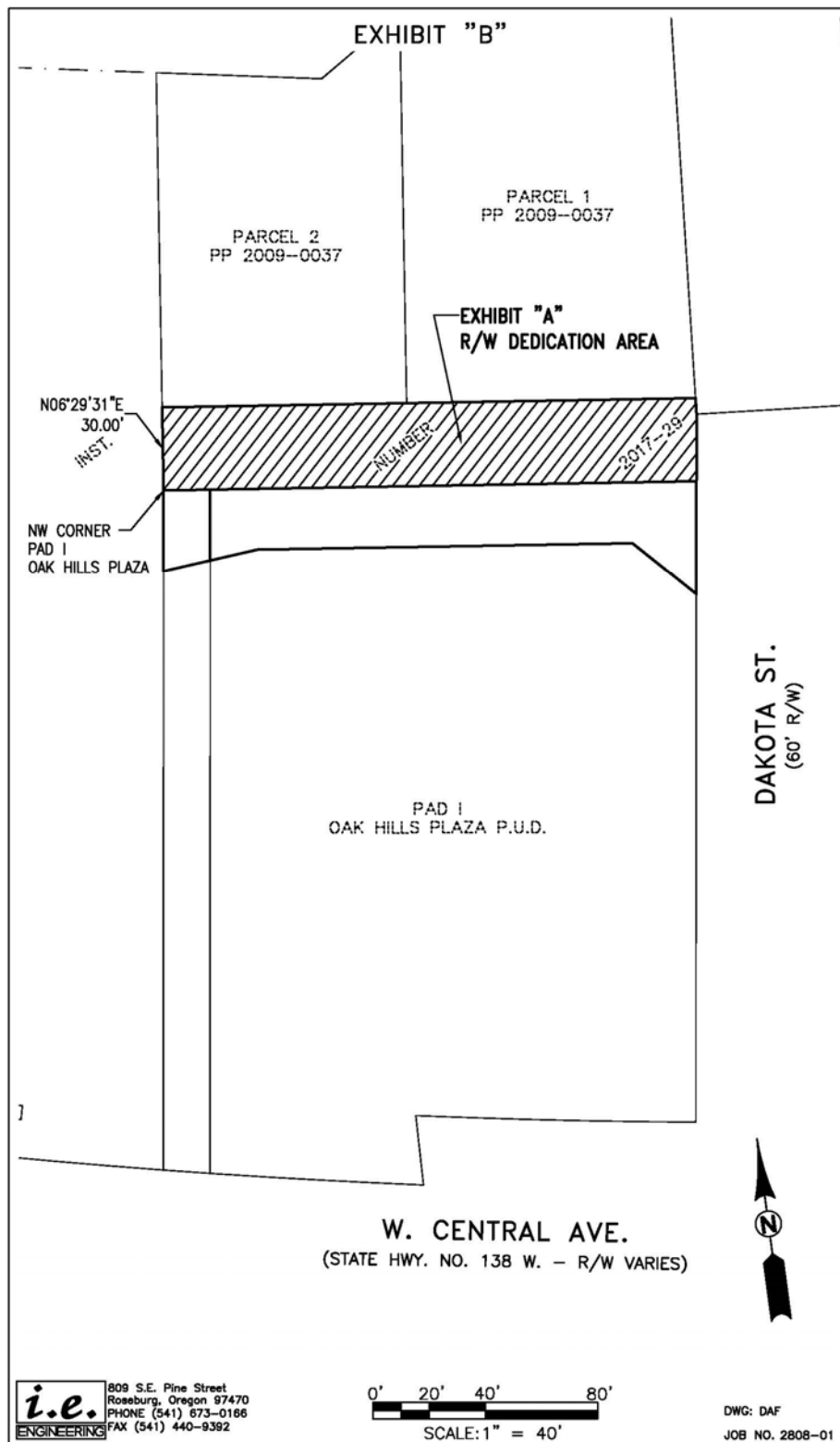
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**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.





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

[www.cityofsutherlin.com](http://www.cityofsutherlin.com)

## City of Sutherlin

STAFF REPORT					
<b>Re: Declaring Surplus of City Property – Resolution No. 2019.06</b>				Meeting Date:	<b>March 11, 2019</b>
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Troy A. Mills, Chief of Police</b> <b>Gayla J. Holley, Public Safety Office Supervisor</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments: Resolution No. 2019.06</b>					

### WHAT IS BEING ASKED OF COUNCIL?

The Sutherlin Police Department has a Douglas Rides Dial-A-Ride vehicle that is retired and/or is at the end of its useful life and is no longer capable of providing services for the Sutherlin community. It is requested that the city surplus this vehicle.

### EXPLANATION

The following vehicles and equipment will be listed on the resolution for surplus:

- 1) 1999, Dodge Caravan, Douglas Rides Dial-A-Ride Vehicle (D3)  
Oregon License: E207864  
VIN: 2B4GP24G3XR286517

### OPTIONS

N/A

### SUGGESTED MOTION(S)

- 1) Approve the Resolution No. 2019.06 for surplus property, or;
- 2) Not approve the Resolution No. 2019.06 for surplus property.



**RESOLUTION NO. 2019.06**

**A RESOLUTION CONCERNING CERTAIN PERSONAL PROPERTY TO BE  
DECLARED SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL**

**The City Council of Sutherlin finds that:**

- 1) 1999, Dodge Caravan, Dial-A-Ride Vehicle (D3)  
Oregon License: E207864      VIN: 2B4GP24G3XR286517
- A. Equipment listed reflects equipment no longer needed for the public purpose for which it was acquired, and is therefore surplus property.
- B. Under provisions of City Code Section 2.40, the City Manager is authorized to dispose of surplus personal property through sale by auction, by negotiated sale without competitive bids, or by donation.
- C. Disposal of these items will be designated by City Manager.

**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:** Based upon the above findings, which are hereby adopted, the personal property described above is hereby declared to be surplus personal property of the City of Sutherlin.

**Section 2:** The surplus personal property shall be disposed of by the City Manager in accordance with the provisions of City Code Section 2.40.

**PASSED BY THE CITY COUNCIL, ON THIS 11<sup>TH</sup> DAY OF MARCH, 2019**

**APPROVED BY THE MAYOR ON THIS 11<sup>TH</sup> DAY OF MARCH, 2019**

\_\_\_\_\_  
Mayor, Todd McKnight

**ATTEST:**

\_\_\_\_\_  
City Recorder, Diane Harris, CMC

**RESOLUTION NO. 2019.07**

**A RESOLUTION AUTHORIZING THE CITY OF SUTHERLIN TO  
APPLY FOR THE LOCAL GOVERNMENT GRANT PROGRAM  
FROM THE OREGON PARKS AND RECREATION DEPARTMENT  
TO DEVELOP PROJECTS 1 & 2A (POND PERIMETER PATH,  
SOUTHEAST COMMUNITY PARK PHASE 1 OF 3) AND  
DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN  
THE APPLICATION**

**WHEREAS**, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

**WHEREAS**, the City of Sutherlin desires to participate in this grant programs to the greatest extent possible as a means of providing needed park and recreation improvements and enhancements; and

**WHEREAS**, the Sutherlin City Council has identified improvements at Ford's Pond Community Park as a high priority need in Sutherlin; and

**WHEREAS**, Project 1 involves the engineering and construction of an ADA-accessible connection path from the Church Road parking area and descending 45 feet below to the pond perimeter path. The connection path will be constructed of pervious asphalt and/or crushed rock. The primary users will be walkers, bicyclists, and joggers. Project 2A is located in the southeast corner of the park, abutting Church Road and residential neighborhoods to the east. The project involves the construction of a new access drive extending from Church Road into the parking area. The parking area includes short-term vehicle parking with views of Ford's Pond, a few larger vehicle or bus parking spaces, a turnaround, food cart or vendor staging area, restrooms, and standard vehicle parking; and

**WHEREAS**, The City of Sutherlin recognizes the unique value of the Ford's Pond site, both as a natural and community asset. The pond perimeter path will meet community assessed needs and protect the natural environment. Program elements include protecting and restoring natural resources; providing improved public access; appropriate infrastructure such as restrooms and parking; trails, signage, education, and disabled access to recreation in the park. Ford's Pond has a rich natural history that is highly visible on-site and from the stunning views from around the pond. The position of the property and connections into the community provide unique opportunities for public access and outdoor recreation. This project establishes the shared vision for developing Ford's Pond as a place where residents and visitors can enjoy healthy, outdoor activities and serve as a demonstration of what citizens and small cities can achieve by working in partnership.

**WHEREAS**, the City of Sutherlin, in partnership with the Friends of Ford's Pond has available local matching funds to fulfill its share of obligation related to this grant

application should the grant funds be awarded; and in accordance to the Matching Requirement definition in Section 1.7 D of the OPRD LGGP Manual: The Project Sponsor match may include local budgeted funds, local agency labor or equipment, federal revenue sharing, other eligible grants, donated funds, the value of private donated property, equipment, materials, labor, the value of land acquired within the past six year period, cost of appraisals and pre-agreement planning costs, or any combination thereof.

**WHEREAS**, the City of Sutherlin has estimated that annual maintenance costs will be \$15,100 and will dedicate adequate funding for on-going operations and maintenance of this park and recreation facility should the grant funds be awarded;

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

**Section 1:** The Sutherlin City Council demonstrates its support for the submittal of a grant application to the Oregon Parks and Recreation Department for development of Projects 1 and 2A at Ford's Pond Community Park.

**Section 2:** This Resolution shall be effective following its adoption by the Sutherlin City Council.

**PASSED BY THE CITY COUNCIL, ON THIS 11<sup>th</sup> DAY OF MARCH, 2019**

**APPROVED BY THE MAYOR, ON THIS 11<sup>th</sup> DAY OF MARCH, 2019**

\_\_\_\_\_  
Mayor, Todd McKnight

ATTEST:

\_\_\_\_\_  
City Recorder, Diane Harris, CMC



## City of Sutherlin

STAFF REPORT					
<b>Re: Resolution requesting Grant Authorization for Ford's Pond, SE Corner Improvements</b>				Meeting Date:	03-11-2019
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Brian Elliott, Community Development Director</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b> Resolution 2019.07					

### WHAT IS BEING ASKED OF COUNCIL?

This staff report is to request Grant Authorization from Council for the SE Corner Development Improvements 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 discussed 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, for up to \$450,000. Match funds will be in-kind resulting from the appraisal, grindings, and Friends of Ford's Pond. Upon reward of said grant, Sutherlin Chamber of Commerce will also provide \$50,000 cash match funds.

### OPTIONS

1. Motion to approve Resolution 2019.07, authorizing the City of Sutherlin and Friends of Ford's Pond to apply for the LGGP Large Grant opportunity.
2. Motion to deny Resolution 2019.07, denying the City of Sutherlin and Friends of Ford's Pond to apply for the LGGP Large Grant opportunity.

### SUGGESTED MOTION(S)

Motion to approve Resolution 2019.07, authorizing the City of Sutherlin and Friends of Ford's Pond to apply for the LGGP Large Grant opportunity.

## **RESOLUTION NO. 2019.08**

### **A RESOLUTION AUTHORIZING THE CITY OF SUTHERLIN TO APPLY FOR THE LOCAL GOVERNMENT GRANT PROGRAM FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR THE EXTENSION OF RED ROCK TRAIL – S. STATE STREET TO S. CALAPOOIA STREET AND DELEGATING AUTHORITY TO THE CITY MANAGER TO SIGN THE APPLICATION**

**WHEREAS**, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

**WHEREAS**, the City of Sutherlin desires to participate in this grant programs to the greatest extent possible as a means of providing needed trail extensions, providing trail connectivity improvements and enhancements; and

**WHEREAS**, the Sutherlin City Council has identified Red Rock Trail Extension improvements as a high priority need in Sutherlin, which includes 465 lineal feet of trail from S. State Street to S. Calapooia Street; and

**WHEREAS**, the City of Sutherlin, has available local matching funds to fulfill its share of obligation related to this grant application should the grant funds be awarded; and in accordance to the Matching Requirement definition in Section 1.7 D of the OPRD LGGP Manual: The Project Sponsor match may include local budgeted funds, local agency labor or equipment, federal revenue sharing, other eligible grants, donated funds, the value of private donated property, equipment, materials, labor, the value of land acquired within the past six year period, cost of appraisals and pre-agreement planning costs, or any combination thereof.

**WHEREAS**, the City of Sutherlin has estimated that the LGGP Small Grant application would be approximately \$52,000, with match funds to include in-kind staff labor in the amount of \$25,000 and Bike and Ped Gas Tax Funds in the amount of approximately \$20,000, should the grant funds be awarded;

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

**Section 1:** The Sutherlin City Council demonstrates its support for the submittal of a grant application to the Oregon Parks and Recreation Department for development of the Red Rock Trail Extension from S. State Street to S. Calapooia Street.

**Section 2:** This Resolution shall be effective following its adoption by the Sutherlin City Council.

**PASSED BY THE CITY COUNCIL, ON THIS 11<sup>th</sup> DAY OF MARCH, 2019.**

**APPROVED BY THE MAYOR, ON THIS 11<sup>th</sup> DAY OF MARCH, 2019.**

\_\_\_\_\_  
Mayor, Todd McKnight

ATTEST:

\_\_\_\_\_  
City Recorder, Diane Harris, CMC



## City of Sutherlin

STAFF REPORT					
<b>Re: Resolution requesting Grant Authorization for the Extension of Red Rock Trail – State Street to Calapooia Street</b>				Meeting Date:	03-11-2019
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Brian Elliott, Community Development Director</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b> Resolution 2019.08					

### 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 discussed 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 465 lineal foot extension of Red Rock Trail from State Street to Calapooia Street, for approximately \$52,000. Match funds will be in-kind (City Staff Labor - \$25,000) and Bike and Ped Gas Tax Funds (approximately \$20,000).

### OPTIONS

1. Motion to approve Resolution 2019.08, authorizing the City of Sutherlin to apply for the LGGP Small Grant opportunity.
2. Motion to deny Resolution 2019.08, denying the City of Sutherlin to apply for the LGGP Small Grant opportunity.

### SUGGESTED MOTION(S)

Motion to approve Resolution 2019-08, authorizing the City of Sutherlin to apply for the LGGP Small Grant opportunity.



## City of Sutherlin

STAFF REPORT					
Re: Fire Service Options				Meeting Date:	3/11/2019
Purpose:	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
Submitted By: Jerry Gillham, City Manager, & Scott McKnight, Deputy Fire Chief				City Manager Review	<input checked="" type="checkbox"/>
Attachments: City/Calapooia Fire District IGA					

### WHAT IS BEING ASKED OF COUNCIL?

To review the attached IGA with the Calapooia Fire District and approve, disapprove or amend.

### EXPLANATION

The attached IGA was discussed at previous council meetings and because of the recent storm event, a preparation packet was forwarded to members of council and posted on the city's web site. The Calapooia Fire District and the City have met and developed this IGA with the intent of turning operations over to the City in April of 2019 and with annual \$35,000.00 payments to the city beginning in July of 2019. Points to consider:

1. The intention is to begin assumption of operations in April, except that the district will not make any annual payments until July 2019. This is because they have dedicated monies to making repairs, putting in new flooring throughout and upgrading some fixtures.
2. This then immediately provides two response facilities on both sides of the railroad tracks.
3. It is also expected that with our ISO inspection scheduled for April, ISO scoring would favor the City of Sutherlin.

### OPTIONS

To approve, amend or disapprove IGA as presented.

### OPTIONS

Move to approve the IGA between the City of Sutherlin and Calapooia Fire District as presented (amended).





*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

# *Sutherlin Fire*

***SERVING OUR COMMUNITY WITH PRIDE***

## **Intergovernmental Agreement**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> 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



126 E. Central Avenue  
Sutherlin, OR 97479  
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[www.cityofsutherlin.com](http://www.cityofsutherlin.com)

## City of Sutherlin

STAFF REPORT					
<b>Re: Engineering Services for Design, Bidding and Construction Management for the Schoon Mountain Storage Tank and Sixth &amp; Oak Pump Station Improvements.</b>				Meeting Date:	03-11-2019
<b>Purpose:</b>	Action Item <input checked="" type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Brian Elliott, Community Development Director</b>				City Manager Review	<input checked="" type="checkbox"/>
<b>Attachments:</b> Contract between the City of Sutherlin and The Dyer Partnership Engineers and Planners Inc.					

### WHAT IS BEING ASKED OF COUNCIL?

Council is being asked to award the contract to The Dyer Partnership Engineers & Planners, Inc. in the amount of \$143,900.00 for the Engineering Services for Schoon Mountain Storage Tank and Sixth & Oak Pump Station Improvements.

### EXPLANATION

On December 10, 2018, City Council approved Resolution 2018.23 authorizing a loan from Safe Water Revolving Loan Fund (SWRLF). The award consisted of a loan of \$387,990 and a grant of \$447,990 with an interest rate on the loan of 1.0% for a maximum term of 30 years.

Improvements include Schoon Mountain Storage Tanks (2-12,000 gallon steel tanks) to be replaced with a single 135,000 gallon glass-fused-to-steel tank. Sixth & Oak Pump Station, below ground, that will be replaced with a new above ground pump station.

The City then advertised for Requests for Proposals (RFP) for engineering, design and construction management services of Schoon Mountain Storage Tank and Sixth & Oak Pump Station Improvements. Three proposals were submitted and interviewed by Staff, which included RH2 Engineering, SHN Engineering and The Dyer Partnership Engineers and Planners Inc.

In conclusion of the interview process, Staff recommends awarding the contract for the engineering services for design, bidding and construction management to The Dyer Partnership Engineers and Planners Inc., in the amount of \$143,900.00

### OPTIONS

Award the contract to The Dyer Partnership Engineers and Planners Inc. for \$143,900.00

Not award contract to The Dyer Partnership Engineers and Planners Inc. for \$143,900.00

### SUGGESTED MOTION(S)

1. Motion to award the Schoon Mountain Storage Tank and Sixth & Oak Pump Station Improvements contract to The Dyer Partnership Engineers and Planners Inc. in the amount of \$143,900.00.
2. Motion not to award the Schoon Mountain Storage Tank and Sixth & Oak Pump Station Improvements contract to The Dyer Partnership Engineers and Planners Inc. in the amount of \$143,900.00.

## PROFESSIONAL SERVICE AGREEMENT

Schoon Mountain Potable Water Storage Tank with 135,000 Gallon Capacity and Sixth Avenue & Oak Street Pump Station Improvements

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the CITY OF SUTHERLIN, an Oregon municipal corporation, hereinafter called "CITY", and \_\_\_\_\_ an independent Contractor hereinafter called "CONTRACTOR".

### SECTION 1. CONTRACTOR AGREES:

**1.1 Term.** Beginning on, \_\_\_\_\_ **2019** and continuing thereafter until terminated pursuant to Section 3.6 of this Contract, CONTRACTOR shall perform the services required by the Contract.

**1.2 Services.** CONTRACTOR shall

1. Provide Design, Permitting, Bidding, Mechanical, Electrical, Control and Instrumentation System and the selected Engineer shall also coordinated and provide assistance to the City during the Land Acquisition process, Construction Management, and On-Site Observation Services, but not limited to all of the items addressed in the Scope of Work in this RFP.
2. Make every effort to adhere to the proposed schedule provided through the RFP.

**1.3 Expenditures.** Extraordinary unbudgeted expenditures, from Contracted funds, outside the scope of the work program may not be made by CONTRACTOR without the prior written approval of CITY'S Manager. CONTRACTOR shall promptly pay all expenses it incurs as a result of this Contract and shall comply with all provisions of federal, state and local law applicable to this Contract.

**1.4 Insurance Requirements.** At all times during the term of this Contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the CITY may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the CITY shall be delivered to the CITY prior to commencement of any work or services provided under this Contract. The certificates shall specify and document all insurance related provisions within this Contract. A renewal certificate will be sent to the CITY at least ten (10) days prior to expiration of coverage. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the CITY and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The CITY reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice to the CITY. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this Contract, CITY shall have the right to require CONTRACTOR to increase the CONTRACTOR'S coverage by an amount at least equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by at least twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the CITY, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and CITY shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract. Unless waived or modified in writing by CITY, CONTRACTOR shall maintain the insurance coverages stated below:

**1.4.1 Commercial General Liability.** Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an aggregate of \$2 million, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the CITY as an additional insured, on a form satisfactory to CITY, and expressly provide that the interest of the RFP for Schoon Mountain Water Tank and Sixth Avenue & Oak Pump Station Improvements / WMCP Page 11

CITY shall not be affected by CONTRACTOR'S breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate termination of this Contract by CITY. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

**1.4.2 Automobile Liability Insurance.** At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired, non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$2,000,000 for bodily injury or property damage.

**1.4.3 Professional Liability Insurance.** At all times during the term of this Contract, CONTRACTOR shall maintain and keep in full force, an insurance policy for professional liability in the amount of \$2,000,000 per claim, incident, or occurrence. In no instance shall CITY be responsible for any retention amount or deductible that CONTRACTOR may owe as a result of this coverage, nor shall such retention or deductible exceed \$25,000. CONTRACTOR shall continue professional liability coverage for the duration of the project and three years thereafter; and further, submit Certificate of Insurance renewals of such coverage to the CITY.

**1.5 Indemnification.** CONTRACTOR shall defend, indemnify and hold harmless CITY, and each of CITY'S elected officials, officers, employees and agents from and against any and all claims, losses, suits, actions, damages, and costs (including reasonable attorney fees) for personal injury, death or property damage arising out of the intentional or negligent acts or omissions of CONTRACTOR, or any of its sub-contractors, suppliers, employees, or agents, in the performance of its services. Nothing in this paragraph shall require CONTRACTOR or its insurer to defend or indemnify CITY for claims of personal injury, death or property damage caused by the sole negligence of CITY. This duty shall survive the expiration or termination of this Contract.

**1.6 Books and Records.** CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this Contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by the CITY or its designee during normal business hours, and shall remain open to the CITY for such inspection for three (3) years following the termination of this Contract.

**1.7 Availability.** CONTRACTOR shall be available for meetings, discussions and program review with CITY, as deemed necessary or beneficial by City, upon reasonable and sufficient notice.

**1.8 Assignment.** The responsibility for performing CONTRACTOR'S services under the terms of this Contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to any third person or other entity without the prior written consent of CITY.

**1.9 Compliance with Law and Standard Contract Provisions.** CONTRACTOR shall comply with all federal, state and local laws, including Sutherlin Municipal Code Regulations relating to business registration, and with all Standard CITY Contract Provisions which are stated in Exhibit "A" attached hereto and incorporated herein by reference.

**1.10 Health Hazard Notification.** If CONTRACTOR is hired to perform work for the CITY involving possible exposure to hazardous materials or entry into confined spaces, CONTRACTOR will be informed of the CITY'S programs and the associated hazards that CITY is aware of. The notification is not designed to take over the Contractor's safety responsibilities to his or her employees, but to provide appropriate notification under the Oregon OSHA rules.



## **SECTION 2. CITY AGREES:**

**2.1 Fee.** In consideration of the above-described services, CITY agrees to pay CONTRACTOR an amount not to exceed \$\_\_\_\_\_ as outlined in Scope of Work and Cost received from CONTRACTOR identified as Exhibit "B," which is attached hereto and is incorporated herein by reference.

**2.2 Terms of Payment.** CONTRACTOR will tender an invoice to CITY by no later than the tenth (10<sup>th</sup>) day after services rendered, and CITY shall make full payment on such invoice within thirty (30) days of its receipt.

## **SECTION 3. BOTH PARTIES AGREE:**

**3.1 Budget and Work Plan Approval.** All approved invoices and work programs shall be in writing.

**3.2 Independent Contractor.** CONTRACTOR is an independent Contractor. CONTRACTOR shall control the manner in which it performs the services herein, however, the nature of the services and the results to be achieved shall be specified by CITY. CONTRACTOR is not to be deemed an employee or agent of CITY for any purpose, shall not be entitled to any CITY benefits and shall not have any authority to make any binding commitments on behalf of CITY except as may be expressly approved in advance and in writing by the CITY Manager.

**3.3 Dispute Resolution.** The parties agree to submit to mediation, prior to the commencement of any litigation or other form of dispute resolution process, any dispute that may arise between the parties regarding the terms of this Agreement, any Task Order made a part of this Agreement, any matters or issues arising out of or related to any work or service covered by this Agreement, any claimed breach of this Agreement or the termination of this Agreement. The parties agree to participate in good faith in the mediation process.

**3.3.1 Condition Precedent.** Unless specifically waived in writing by both parties, the submission of a dispute to mediation and good faith participation in mediation shall be a condition precedent to the right of either party to commence litigation or any other form of dispute resolution.

**3.3.2 Commencing Mediation.** To commence mediation, the aggrieved party must deliver to the other party written notice of its intent to submit a dispute to mediation within thirty (30) days after the date the dispute first arose. "The date when the dispute first arose" is defined to mean when a party discovered, or, with reasonable diligence should have discovered, the facts or information on which the dispute is based.

**3.3.3 Mediator.** Any mediation will be conducted in Roseburg, Oregon, unless both parties agree otherwise. The mediation shall be conducted by one neutral mediator selected and agreed to by the parties or, if the parties fail to agree on a mediator within fifteen (15) days of provision of the notice of intent to submit a dispute to mediation, a mediator will be appointed by the presiding judge of the Douglas County Oregon Circuit Court upon request of either party.

**3.3.4 Conduct.** The mediation will be conducted as promptly as possible but in no event later than ninety (90) calendar days from the date of the written notice of intent to submit a dispute to mediation. No discovery will be allowed by or against either party prior to mediation. Each party shall share equally the mediator's fees and other administrative costs of the mediation process. The parties shall bear their own respective attorney fees and all other costs.

**3.3.5 Litigation.** If mediation is not successful in resolving a dispute, the parties may mutually agree to a dispute resolution of their choice or either party may commence litigation in a court of competent jurisdiction.

**3.4 Attorney Fees.** If any arbitration, administrative proceeding, judicial action, or appeal thereon, is instituted in connection with any controversy arising out of this Contract, the performance of this Contract or any failure to perform this Contract, the prevailing party shall be entitled to recover, in addition to costs and

disbursements, such sum as the court or arbitrator may adjudge as reasonable attorney fees.

**3.5 Ownership and use of Documents.** In whatever form they may be produced or stored, any documents prepared in performance of this Contract and any supporting and investigative information that is gathered in the performance of this Contract, upon completion of the work, or upon termination of this Contract, shall be and remain the property of the CITY and shall be subject to copyright by the CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to the City's use of such documents to the extent they are used or applied outside of the scope of CONTRACTOR's work under this Contract unless CONTRACTOR is consulted and offers a professional opinion that the contemplated use is appropriate.

**3.6 Termination.** This Contract may be terminated as follows:

**3.6.1.** CITY and CONTRACTOR, by mutual written agreement, may terminate this Contract at any time.

**3.6.2.** CITY, in its sole discretion, may terminate this Contract for any reason on thirty (30) days written notice to CONTRACTOR. Written notice shall be effective upon the date the written notice is provided in accordance with Section 3.7 of this Contract.

**3.6.3.** Either CITY or CONTRACTOR may terminate this Contract in the event of a breach of the Contract by the other party. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach as provided in Section 3.7 of this Contract and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving written notice of termination to the other party.

**3.6.4.** Notwithstanding paragraph 3.6.3, CITY may terminate this Contract immediately by written notice, as provided by Section 3.7, to CONTRACTOR upon denial, suspension, revocation or non-renewal of any license, permit or certificate that CONTRACTOR must hold to provide services under this Contract.

**3.7 Notices.** Any notice permitted or required to be given under this Contract, or required by law, shall be in writing and delivered to the parties by either hand delivery or certified mail, return receipt requested, at the following addresses:

CITY OF SUTHERLIN

Schoon Mountain Potable Water Storage Tank and Sixth Avenue & Oak Street  
Pump Station Improvements

CITY Manager  
126 E Central  
Sutherlin, OR 97479

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.8 Applicable Laws.** The laws of the State of Oregon shall be used in construing this Contract and enforcing the rights and remedies of the parties.

**3.9 Binding Effect.** This Contract shall be binding upon and inure to the benefit of the parties and to each of their respective heirs, administrators, successors and assigns.

**3.10 Complete Agreement.** This Contract constitutes the entire agreement between CITY and CONTRACTOR concerning the subject matter of this Contract and supersedes any and all prior negotiations,

agreements and understandings between the parties, whether in writing or oral, that is not expressly set forth in this Contract. No amendments or modifications to this Contract may be made unless in writing and signed by both parties.

**Contract Clauses for contracts with  
Professional Services Contractors  
for projects funded by Safe Drinking Water financing**

**1. Duns Number and SAM Registration**

All entities that enter into contracts with a Safe Drinking Water Revolving Loan Fund recipient (i.e. contractors) must have both a DUNS number and be a SAM Registration. The links below can be provided to contractors if they have not already addressed this requirement.

<b>SAM Registration:</b> <a href="http://www.sam.gov/portal/public/SAM/">http://www.sam.gov/portal/public/SAM/</a>	<b>DUNS Number</b> <a href="http://www.dnb.com/get-a-duns-number.html">http://www.dnb.com/get-a-duns-number.html</a>
NOTE: The SAM registration expires annually and must be kept active until the SDWRLF project is closed	

**Contract Clause Language**

**Instructions:** The following language to be included **verbatim** in contracts according to any accompanying instructions.

**2. Source of Funds**

Work under this contract is funded by the federal Safe Drinking Water Revolving Loan Fund through Business Oregon and a partnership of Local and/or Private Funds.

**3. Whistleblower** (language to be included in all construction contracts and subcontracts)

“Contractor receiving SDWRLF funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).”

**4. Non Discrimination**

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

**5. Termination for Cause and for Convenience & Breach of Contract**

“Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.”

**6. Intellectual Property** (language to be included in all contracts :)

“Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual

property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors to perform this project, or developed under contract with the Contractor specifically to enable Contractor's obligations related to this project."

**7. Inspections; Information** (language to be included in all contracts and subcontracts :)

"Contractor shall permit, and cause its subcontractors to allow *[insert name of water system Owner]*, the State of Oregon, the federal government and any party designated by them to:

- (1) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.
- (2) Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed."

**8. Prohibition on the Use of Federal Funds for Lobbying** (Certification Regarding Lobbying form follows, for any contracts in excess of \$100,000)

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(Form follows)



**CERTIFICATION REGARDING LOBBYING**

(Awards to Contractors and Subcontractors in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

CITY OF SUTHERLIN      Schoon Mountain Potable Water Storage Tank and Sixth Avenue & Oak Street  
Pump Station Improvements

\_\_\_\_\_  
Jerry Gillham, CITY Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Founder and President

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY Recorder

## **EXHIBIT A**

### **CITY OF SUTHERLIN - STANDARD CONTRACT PROVISIONS Contracts Subject to ORS Chapter 279C Services of Architects, Engineers, Land Surveyors and Related Consultants on Public Improvements Construction Services Labor and Services for Public Improvements and Public Works Subject to ORS 279C.800 to 279C.870**

The following provisions, if applicable, are hereby included in and made a part of the attached Contract between the CITY of Sutherlin ("CITY") and the Contractor named thereon as provided for in the Sutherlin Municipal Code, the revised statutes of the State of Oregon, and Federal laws, rules, regulations, and guidelines. THE CONTRACTOR AND EVERY SUBCONTRACTOR SHALL INCLUDE THESE PROVISIONS IN EVERY SUBCONTRACT SO THAT THESE PROVISIONS WILL APPLY TO, AND BE BINDING ON EVERY SUBCONTRACTOR. Failure to comply with any of the applicable provisions below shall be a material breach of the Contract and may result in debarment of the Contractor or sub-Contractor from CITY Contracts for up to three (3) years.

#### **1. Discrimination in sub-Contracting prohibited; remedies. (ORS 279A.110)**

- 1.1. The Contractor may not discriminate against a sub-Contractor in the awarding of a sub-Contract because the sub-Contractor is a minority, women or emerging small business enterprise certified under ORS 200.055.
- 1.2. By entering into the Contract, the Contractor certifies that it has not discriminated and will not discriminate, in violation of subsection 1.1, against any minority, women or emerging small business enterprise in obtaining any required sub-Contract.
- 1.3. If the Contractor violates the nondiscrimination certification made under subsection 1.2, the CITY may regard the violation as a breach of Contract that permits the CITY to terminate the Contract or exercise any remedies for breach permitted under the Contract.

#### **2. CITY'S right to audit records. (OAR 137-049-0880)**

- 2.1. **Cost or pricing data.** The CITY may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data in connection with the Contract to the extent that such books and records relate to such cost or pricing data. If the Contract requires submission of cost or pricing data, any person who has submitted cost or pricing data shall maintain the books and records that relate to the cost or pricing data for three years from the date of final payment under the Contract, unless a shorter period is authorized by the CITY in writing.
- 2.2. **Contract audit.** The CITY shall be entitled to audit the books and records of the Contractor or any sub-Contractor to the extent that the books and records relate to the performance of the Contract. Contractor and each sub-Contractor are required to maintain books and records for a period of three years from the date of final payment under the Contract or sub-Contract, as applicable, unless a shorter period is authorized by the CITY in writing.

#### **3. Termination in the public interest. (ORS 279C.665)**

The CITY may terminate the Contract when required by the public interest including, at minimum, for the following:

- (a) If the Contractor is prevented from completing the work for reasons beyond the control of the CITY;
- (b) If completion of the project is beyond control of the Contractor; or
- (c) For any reason considered by the CITY manager to be in the public interest. These reasons may include, but are not necessarily limited to, non-availability of materials, lack of funds, phenomenon of



nature of catastrophic proportions or intensity, executive orders of the President related to national defense, congressional or state acts related to funding or changes in applicable laws.

When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual items of work completed under the Contract, or by mutual agreement, for items of work partially completed. No claim for loss of anticipated profits will be allowed.

#### **4. Nonresident Contractors. (ORS 279A.120)**

- 4.1. As used in this section, "nonresident Contractor" means a Contractor that: (A) has not paid unemployment taxes or income taxes in the state of Oregon during the twelve (12) calendar months immediately preceding submission of the bid for the Contract, (B) does not have a business address in this state and (C) stated in the bid for the Contract that it was not a "resident bidder" under ORS 279A.120.
- 4.2. If the Contractor is a nonresident Contractor and the Contract price exceeds Ten Thousand Dollars (\$10,000), the Contractor shall promptly report to the Department of Revenue on forms to be provided by the Department of Revenue the total Contract price, terms of payment, length of Contract and such other information as the Department of Revenue may require before the Contractor may receive final payment on the Contract. The CITY may not award a Contract to a nonresident bidder that is an educational service district. The CITY shall satisfy itself that the requirement of this subsection has been complied with before the CITY issues a final payment on the Contract.

#### **5. Conditions concerning payment, contributions, liens, withholding; drug testing. (ORS 279C.505)**

##### **5.1. Prompt payment.** The Contractor shall:

- (a) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the Contract.
- (b) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or sub-Contractor incurred in the performance of the Contract.
- (c) Not permit any lien or claim to be filed or prosecuted against the CITY on account of any labor or material furnished.
- (d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

#### **6. Demolition Contracts to require material salvage; lawn and landscape maintenance Contracts to require composting or mulching. (ORS 279C.510)**

- 6.1. If the Contract includes demolition, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.
- 6.2. If the Contract includes services for lawn and landscape maintenance the Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

#### **7. Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials, and complaints. (ORS 279C.515)**

- 7.1. If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a sub-Contractor by any person in connection with the Contract as the claim becomes due, the CITY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract.
- 7.2. If the Contractor or a first-tier sub-Contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract within thirty (30) days after receipt of payment from the CITY or the Contractor, the Contractor or first-tier sub-Contractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to



a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier sub-Contractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty (30) days after the date when payment was received from the CITY or from the Contractor, but the rate of interest may not exceed thirty percent (30%). The amount of interest may not be waived.

7.3. If the Contractor or a sub-Contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

7.4. The payment of a claim in the manner authorized in this section does not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

**8. Condition concerning payment for medical care and providing workers' compensation. (ORS 279C.530)**

8.1. The Contractor and all sub-Contractors shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor or sub-Contractor, as applicable, of all sums that the Contractor or sub-Contractor, as applicable, agrees to pay for the services and all moneys and sums that the Contractor or sub-Contractor, as applicable, collected or deducted from the wages of employees under any law, Contract or agreement for the purpose of providing or paying for the services.

8.2. All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

**9. Conditions concerning hours and maximum hours of labor on public Contracts; holidays; exceptions; liability to workers; rules. (ORS 279C.520; 279C.540)**

9.1. A person may not be employed for more, or required or permitted to labor more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity or emergency or when the public policy absolutely requires it, in which event, except in cases of Contracts for architect, engineering, land surveying or related consultant services, the person so employed for excessive hours shall receive at least time and a half pay:

(a) For all overtime in excess of eight (8) hours in any one day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

For all overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on the following legal holidays:

(A) Each Sunday.

(B) New Year's Day on January 1.

(C) Memorial Day on the last Monday in May.

(D) Independence Day on July 4.

(E) Labor Day on the first Monday in September.

(F) Thanksgiving Day on the fourth Thursday in November.

(G) Christmas Day on December 25.

9.2. An employer shall give notice in writing to employees who perform work under subsection 9.1, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location



frequented by employees, of the number of hours per day and days per week that employees may be required to work.

9.3. For the purpose of this section, each time a legal holiday listed in subsection 9.1, other than Sunday, falls on Sunday, the succeeding Monday shall be recognized as a legal holiday. Each time a legal holiday listed in subsection 9.1 falls on Saturday, the preceding Friday shall be recognized as a legal holiday.

9.4. Subsections 9.1 and 9.2 of this section do not apply to labor on the Contract or to construction services if the Contractor is a party to a collective bargaining agreement in effect with any labor organization.

9.5. When specifically agreed to under a written labor-management negotiated labor agreement, an employee may be paid at least time and a half pay for work performed on any legal holiday specified in ORS 187.010 and 187.020 that is not listed in subsection 9.1.

9.6. This section does not apply to Contracts for architect, engineering, land surveying or related consultant services, provided that persons employed under such Contracts shall receive at least time and a half pay for work performed on the legal holidays specified in subsection 9.1(b)(B) to (G) of this section and for all overtime worked in excess of forty (40) hours in any one week, except for individuals under personal services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201-209 from receiving overtime.

9.7. (a) Subsections 9.1 and 9.2 of this section do not apply to Contracts for construction services other than in construction of a Public Improvement or a Public Works. However, persons employed under such Contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in subsection 10.1(b) (B) to (G) of this section and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a Contract for services, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

9.8. Any Contractor or sub-Contractor or Contractor's or sub-Contractor's surety that violates the provisions of this section is liable to the affected employees in the amount of their unpaid overtime wages and in an additional amount equal to the unpaid overtime wages as liquidated damages. If the violation results from willful falsification of payroll records, the Contractor or sub-Contractor or the Contractor's or sub-Contractor's surety is liable to the affected employees in the amount of their unpaid overtime wages and an additional amount equal to twice the unpaid overtime wages as liquidated damages.

9.9. This section does not apply to financial institutions as defined in ORS 706.008.

## **10. Contractor's relations with sub-Contractors. (ORS 279C.580)**

10.1. **Payment to sub-Contractors.** The Contractor shall include in every sub-Contract entered into by the Contractor and a first-tier sub-Contractor, including a material supplier, for the purpose of performing the Contract:

(a) A payment clause that obligates the Contractor to pay the first-tier sub-Contractor for satisfactory performance under its sub-Contract within ten (10) days out of such amounts as are paid to the Contractor by CITY under such Contract; and

(b) An interest penalty clause that obligates the Contractor, if payment is not made within thirty (30) days after receipt of payment from CITY, to pay the first-tier sub-Contractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the sub-Contract. The Contractor or first-tier sub-Contractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier sub-Contractor did not make payment when payment was due is that the Contractor or first-tier sub-Contractor did not receive payment from CITY or the Contractor when payment was due. The interest penalty shall be:

A. For the period beginning on the day after the required payment date and ending on which payment of the amount due is made; and

B. Computed at the rate specified in ORS 279C.515 (2).

10.2. The Contractor shall include in each of its sub-Contracts, for the purpose of performance of such Contract condition, a provision requiring the first-tier sub-Contractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subsection 11.1 and requiring each of its sub-Contractors to include such clauses in their sub--Contracts with each lower-tier sub-Contractor or supplier.

10.3. None of the provisions in this section are intended to prevent the Contractor or any sub-Contractor from including in its Contracts the provisions described in ORS 279C.580 (5).

10.4. **Contractor may not request payment of sums withheld from sub-Contractors.** The Contractor may not request payment from CITY of any amount withheld or retained from a sub-Contract by the Contractor in accordance with ORS 279C.580(5) until such time as the Contractor has determined and certified to CITY that the sub-Contractor has determined and certified to the Contractor that the sub-Contractor is entitled to the payment of such amount.

10.5. **CITY not party to disputes.** A dispute between the Contractor and first-tier sub-Contractor relating to the amount or entitlement of a first-tier sub-Contractor to a payment or a late payment interest penalty under a clause included in the sub-Contract under subsection ORS 279.580 does not constitute a dispute to which CITY is a party. CITY may not be included as a party in any administrative or judicial proceeding involving such a dispute.

**11. Compliance with Tax Certification; Compliance with Laws.** Contractor certifies under penalty of perjury, that to the best of its knowledge, it is not in violation of any tax laws described in ORS 305.380(4). Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in the performance of the services described in this Contract.



## **EXHIBIT B**

### **BACKGROUND**

This Scope of Engineering Services is provided in accordance with the "City of Sutherlin Request for Proposal to Provide Engineering Services for Schoon Mountain Potable Water Storage Tank with 135,000 Gallon Capacity and Sixth Avenue & Oak Street Pump Station Improvements." The Schoon Mountain Potable Water Storage Tank project includes removal of the exiting tanks and construction of a new 135,000 gallon glass fused to steel tank with an aluminum dome roof. The Sixth Avenue and Oak Street Pump Station project includes demolition of the existing pump station and construction of a new duplex pump station with an updated SCADA system.

The work tasks itemized below describe the major tasks related to the scope of work.

#### **Task 1 - Preliminary Services**

- A. Provide a detailed site survey at both project locations to identify existing utilities, property boundaries, and elevations. The survey will be limited to within the easements and property owned by the City. Provide an aerial photo with property lines of the preferred location for the pump station.

#### **Task 2 - Coordination**

- A. Coordinate with City Staff, regulatory agencies, Business Oregon, affected property owners, geotechnical consultant (Foundation Engineering), and affected utilities.
- B. Conduct design review meetings with City Staff. Arrive at concurrence on such things as items requiring correction, sequence of work, and materials to be used for construction.

#### **Task 3 - Design**

- A. Perform final engineering design required for the construction of the 135,000 gallon potable water storage tank and pump station improvements.
- B. Provide a blanket easement survey with legal description of the temporary construction easement as required.
- C. Prepare updated design plans and cost estimates for City review and comment at 60 and 100 percent design.
- D. Submit final design documents to the City, Oregon Health Authority, and Business Oregon for review and approval.

#### **Task 4 - Bidding and Contracts**

After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents, and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

- A. Prepare bidding documents including bidding requirements and contract documents. Submit bidding documents to City and Business Oregon for review and approval prior to bid. Prepare advertisement for bids and send to newspaper(s) (City to pay advertising expense).
- B. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
- C. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
- D. Respond to bidder questions and prepare addendum, if needed. Conduct a pre-bid meeting with potential bidders.
- E. Attend bid opening, review bids and recommend contract award.
- F. Prepare construction contracts for execution. Issue Notice of Intent to Award, Notice of Award and Notice to Proceed.

#### ***Task 5 – Construction Management***

- A. Conduct pre-construction conference.
- B. Provide construction staking of proposed improvements.
- C. Administer construction contract. Tabulate payment quantities and recommend payments to the contractor. (City or grant administration firm will be responsible for the prevailing wage rate requirements.)
- D. Certify project completion and compliance with construction documents.
- E. Design engineer will make periodic site inspection. Conduct substantial completion inspection with City and Business Oregon representative.

#### ***Task 6 – Observation Services***

- A. Provide full-time resident project representative to observe construction. Resident project representative shall be on-site when the contractor is performing meaningful work. Coordinate anticipated work with the City and Business Oregon. Prepare inspection reports for City. Photo-document the construction.

#### ***Task 7 – Operations and Maintenance Manuals***

- A. An Operations and Maintenance (O&M) manual will be prepared for each major piece of equipment and for each process. This manual can be used by City Staff to troubleshoot equipment failures and address process questions. The manual will be submitted to Oregon Health Authority for their review and approval prior to final construction.

### ***Task 8 – Testing and Training***

- A. All equipment and processes will be tested to ensure they comply with the performance evaluation manual criteria. We will certify whether or not the construction meets the requirements. Training will be provided through our operations consultant, engineers and equipment manufacturers.

### ***Task 9 – Final Closeout***

- A. Conduct final inspection with City and Business Oregon, punch list and back-check of corrective work. Prepare final pay request and review with City. Provide “As-Built” Drawings based on contractor’s mark-ups. Two paper copies and one electronic copy of the Drawings shall be provided.



**EXHIBIT B**

**ESTIMATE OF MAN HOURS AND COSTS**

DATE: 03-07-19 PROJECT: Schoon Mountain and Sixth Avenue & Oak Street Pump Station Improv.

TASK	MAN HOURS						RES. INSP.	CLERICAL
	PRINC MNG	PROJ MNGR	PROJ ENGR	ENG TECH	SURVEY			
1 Preliminary Services	10	10	30	15	24			
2 Coordination	10	15	60	30				
3 Design	10	15	150	200				10
4 Bidding and Contracts	5	5	40	20				15
5 Construction Management	5	10	97	40	10			
6 Observation Services						180		
7 Operation and Maintenance Manuals			20	20				5
8 Testing and Training			30	15				
9 Final Closeout	5	5	15	15				

TOTAL ESTIMATED HOURS 0 45 60 442 355 34 180 30

MATERIAL COSTS	DESCRIPTION OR UNIT	QUANTITY	UNIT COST	TOTAL COST
PHOTOGRAPHS	NA	0	\$0.00	0.00
PLANS AND PRINTS	EA	0	\$0.00	0.00
DRAFT PALNS & SPECS	EA	10	\$50.00	500.00
FINAL PALNS & SPECS	EA	12	\$50.00	600.00
TOTAL MATERIAL COSTS				\$1,100.00

TRAVEL AND PER DIEM	DETAIL	QUANTITY	UNIT COST	TOTAL COST
MILEAGE	Mile	0	\$0.56	0.00
MEALS	NA			0.00
PER DIEM	NA			0.00
LOCAL TRANSPORTATION	NA			0.00
LODGING	NA			0.00
TOTAL TRAVEL AND PER DIEM				\$0.00

SUBCONSULTANTS	COST	TOTAL
Foundation Engineering	\$ 17,000 \$1.05	17,850.00
TOTAL SUBCONSULTANTS		\$17,850.00

# **SUMMARY BREAKDOWN OF PROPOSED FEE**

DATE: 03-07-19 PROJECT: Schoon Mountain and Sixth Avenue & Oak Street Pump Station Improv.

	LABOR RATE \$/HR.	— -1- — HRS. AMOUNT	
<b>DIRECT LABOR COSTS:</b>			<b>Breakdown by Task (Direct Labor):</b>
PRINCIPAL MANAGER	140.00	45	\$6,300.00
PROJECT MANAGER	130.00	60	\$7,800.00
PROJECT ENGINEER	120.00	442	\$53,040.00
ENGINEER TECH	100.00	355	\$35,500.00
SURVEY	135.00	34	\$4,590.00
OFFICE MANAGER/CLERICAL	52.00	30	\$1,560.00
RESIDENT INSPECTOR	90.00	180	\$16,200.00
			Task 1: \$11,040.00
			Task 2: \$13,550.00
			Task 3: \$41,870.00
			Task 4: \$8,930.00
			Task 5: \$18,990.00
			Task 6: \$16,200.00
			Task 7: \$4,660.00
			Task 8: \$5,100.00
			Task 9: \$4,650.00
<b>TOTAL DIRECT LABOR COSTS:</b>			<b>\$124,990.00</b>

## **DIRECT PROJECT EXPENSES**

A. MATERIAL COSTS (BREAKDOWN ATTACHED)	\$1,100.00
B. TRAVEL & PER DIEM (BREAKDOWN ATTACHED)	\$0.00
C. OTHER SIGNIFICANT COSTS (BREAKDOWN ATTACHED)	\$17,850.00
D. ADMINISTRATIVE FEE	\$0.00
TOTAL OF: A THROUGH D	\$18,950.00

**TOTAL LABOR AND EXPENSES (ROUNDED) \$143,900 (Rounded)**

I: Schoon Mountain and Sixth Avenue & Oak Street \$143,900

**TOTAL FEES \$143,900**

PREPARED BY:

TJM



# **REPORTS**





## STRATEGIC PLAN - ACCOUNTABILITY BENCHMARKS

MONTH	DEPT	GOAL	ACTION	✓
<b>APR 2019</b>				
04/08/19	CDD/PW-Transportation	Complete Valentine Avenue engineering and begin construction	Bid award - Council approval	
04/08/19	CDD/PW-Facilities/Parks	Continue Central Park improvements to include Christmas holidays lighting display	Funding - Report to Council	
04/22/19	Admin	Complete and implement a new City Personnel Policy Handbook	Present update to Council	
04/22/19	CDD/PW-Transportation	Work with downtown businesses in addressing emergent parking issues/concerns	Bring to Council for discussion	
04/22/19	CDD/PW-Development	Contract with an engineering firm for plan review/subdivision fees	Council Workshop - Proposed fees	
<b>MAY 2019</b>				
05/13/19	CDD/PW-Water	Nonpareil WTP Disinfection System	Bid process and present to Council	
05/28/19	CDD/PW-Facilities/Parks	Additional benches at Splash Park inside play area and unfenced section - kid friendly	Report to Council	
05/28/19	CDD/PW-Facilities/Parks	Central Park - Additional water features	Report to Council	
05/28/19	CDD/PW-Transportation	Create a Street Management Masterplan w/funding options	Establish a methodology and timeline, report to Council	
05/28/19	CDD/PW-Development	Contract with an engineering firm for plan review/subdivision fees	Present findings to Council	
<b>JUN 2019</b>				
06/10/19	CDD/PW-Development	Contract with an engineering firm for plan review/subdivision fees	Present fee resolution for Council approval	
06/24/19	Admin	Complete union required class & comp survey prior to agreed 2019 COLA increase	Present update to Council	
06/24/19	CDD/PW-Development	Comprehensive Plan Code Audit	Report to Council	
06/24/19	CDD/PW-Wastewater	Evaluate the current and potential use of Everett Avenue building	Report to Council	
<b>JUL 2019</b>				
07/08/19	CDD/PW-Water	Nonpareil WTP modernization improvements	Bid process and present to Council	
07/08/19	CDD/PW-Facilities/Parks	Central Park - Additional water features	Council Approval to purchase	
07/22/19	Finance	Create a long-term budget forecast	Report to Council	
07/22/19	CDD/PW-Water	Begin recertification process for Cooper Creek Storage and live-stream permits	Report to Council	
07/22/19	CDD/PW-Wastewater	NPDES Permit renewal	Report to Council	
<b>AUG 2019</b>				
08/26/19	CDD/PW-Water	Consider new code language allowing for provision of water services outside city limits	Report to Council	
08/26/19	CDD/PW-Transportation	Implement a 10-year non-compliant ADA replacement ramp plan	Report to Council	
08/26/19	Fire	Enhance response capabilities for west side of town	Progress report to Council	
<b>SEP 2019</b>				
09/09/19	CDD/PW-Transportation	Complete Valentine Avenue engineering and begin construction	Report to Council	
09/09/19	Fire	Create backfill relief position	Finalize/prioritize options and present to Council	

Note: "Report to Council" can be a written Strategic Plan Update, Presentation or Workshop

Revised 2/21/2019

## STRATEGIC PLAN - ACCOUNTABILITY BENCHMARKS

MONTH	DEPT	GOAL	ACTION	
09/23/19	Finance & CDD - Development	Examine System Development Charge Rates and develop SDC matrix	Present to Council	
09/23/19	CDD/PW-Facilities/Parks	Continue Central Park improvements to include Christmas holidays lighting display	Report to Council	
09/23/19	CDD-Development	Evaluate all new-development beneficiaries regarding System Development Charges and	Develop new SDC matrix and present to Council	
09/23/19	CDD-Planning	Consider feasibility of commercial/multi-family Urban Renewal District	Present options to Council	
09/23/19	Fire	Maintain ISO (Insurance Service Office) rating	Report results to Council	
<b>OCT 2019</b>				
10/14/19	CDD/PW-Transportation	Install a crosswalk from Nicholas Ct to St John	Bid process, present to Council for approval	
10/28/19	CDD/PW-Water	Schoon Mt Pump Station improvements (pump replacement)	Bid process, funding approval and present to Council	
10/28/19	CDD/PW-Facilities/Parks	Community Center building - caulk and paint exterior	Report to Council	
10/28/19	CDD/PW-Facilities/Parks	Library building - caulk and paint exterior	Report to Council	
10/28/19	Police	Recruitment and retention	Report to Council	
<b>NOV 2019</b>				
11/12/19	CDD/PW-Transportation	Speed Zone Analysis-Ft McKay to west of intersection of Ft McKay and Church Rd	Report to Council	
11/12/19	CDD/PW-Transportation	Speed Zone Analysis-Intersection of Church Rd and Hwy 138 to Ft McKay	Report to Council	
11/12/19	CDD/PW-Transportation	Complete sidewalks from Beecroft to Quail Run and Central Avenue	Bid process and present to Council	
11/12/19	CDD/PW-Water	Nonpareil WTP Disinfection System improvement	Report to Council	
11/12/19	CDD/PW-Wastewater	Complete construction of new WTP	Report to Council	
11/12/19	Police	Integration of K9 program	Report to Council	
<b>DEC 2019</b>				
12/09/19	Finance	Earn a "clean audit"	Accept audited financials and present to Council	
12/09/19	CDD/PW-Transportation	Replace all old street signs so they match the new street sign design	Report to Council	
12/09/19	CDD/PW-Water	Consider new code language allowing for provision of water services outside city limits	Ordinance adoption	
12/09/19	CDD-Planning	Complete Mixed-Use Zoning of the Airport Industrial Lands	Present to Council	
12/09/19	Fire	Grow volunteers & UCC Students	Report to Council	
<b>JAN 2020</b>				
01/13/20	CDD/PW-Water	Schoon Mt water storage tank upgrade	Bid process, bonding, funding agency and present to Council	
01/13/20	CDD/PW-Water	Sixth Ave and Oak St Pump Station upgrade	Bid process, funding agency approval and present to Council	

Note: "Report to Council" can be a written Strategic Plan Update, Presentation or Workshop

Revised 2/21/2019

## STRATEGIC PLAN - ACCOUNTABILITY BENCHMARKS

MONTH	DEPT	GOAL	ACTION	
01/27/20	CDD/PW-Facilities/Parks	Install larger security signage and new, more reliable 24/7 cameras	Report to Council	
01/27/20	CDD/PW-Transportation	Install a crosswalk from Nicholas Ct to St John	Report to Council	
01/27/20	CDD/PW-Wastewater	Evaluate the current and potential use of Everett Ave building	Report to Council	
01/27/20	CDD/PW-Wastewater	Obtain certification NPDES permit from DEQ	Report to Council	
01/27/20	CDD/PW-Transportation	Develop a "plan-of-action" for upgrading Waite St from Central to Southside Rd	Report to Council	
<b>FEB 2020</b>				
02/10/20	CDD-Development	Commercial and industrial development recruitment and retention (large and small)	Present updated EDP to Council	
02/24/20	CDD/PW-Wastewater	Initiate a new in-flow and infiltration prevention program	Report to Council	
<b>MAR 2020</b>				
03/09/20	CDD/PW-Facilities/Parks	Identify and upgrade ADA accessibility around Central Park	Award Contract - Council Approval	
<b>APR 2020</b>				
04/13/20	CDD/PW-Development	Wastewater extension/reimbursement district	Bid process, present to Council to award	
<b>MAY 2020</b>				
05/11/20	Admin	Begin CBA agreements - AFSCME	Present to Council	
<b>JUN 2020</b>				
06/22/20	CDD/PW-Transportation	Transportation System Plan (TSP) update	Report to Council	
06/22/20	CDD-Development	Wastewater extension/reimbursement district	Report to Council	
06/22/20	CDD/PW-Water	Schoon Mountain Pump Station improvements (pump replacement)	Report to Council	
<b>JUL 2020</b>				
07/13/20	CDD/PW-Water	Nonpareil Water Treatment Plant modernization improvements	Bid process, funding approval and present to Council	
<b>AUG 2020</b>				
<b>SEP 2020</b>				
<b>OCT 2020</b>				
10/26/20	CDD/PW-Facilities/Parks	Identify and upgrade ADA accessibility around Central Park	Report to Council	
10/26/20	CDD/PW-Parks	Central Park - Repair or replace deteriorated sidewalks	Report to Council	
<b>NOV 2020</b>				
11/10/20	CDD/PW-Facilities/Parks	Improve drainage in Central Park (phase III)	Complete and report to Council	
11/10/20	CDD/PW-Facilities/Parks	Hartley Park - Paved parking, picnic tables, upgrade park to either BMX track or Skate Park	Report to Council	
11/10/20	CDD/PW-Transportation	Create a street management master plan with funding options	Report both the new plan and funding options to Council	
<b>DEC 2020</b>				
12/14/20	CDD/PW-Water	Seek funding and create a plan to install a secondary in-flow at Cooper Creek	Report to Council	

Note: "Report to Council" can be a written Strategic Plan Update, Presentation or Workshop

Revised 2/21/2019



## City of Sutherlin

STAFF REPORT					
<b>Re: Municipal Code Amendment – Fire Codes</b>				Meeting Date:	3/11/2019
<b>Purpose:</b>	Action Item <input type="checkbox"/>	Workshop <input type="checkbox"/>	Report Only <input checked="" type="checkbox"/>	Discussion <input type="checkbox"/>	Update <input type="checkbox"/>
<b>Submitted By: Fire Battalion Chief, Brandan McGarr &amp; Diane Harris, City Recorder</b>				City Manager Review	<input type="checkbox"/>
<b>Attachments:</b> None					

### WHAT IS BEING ASKED OF COUNCIL?

The Sutherlin Fire Department has proposed several amendments and additions to the Sutherlin Municipal Code's Chapter 15 – Buildings and Construction – Section 15.04 Oregon Fire Code. City Attorney, Chad Jacobs will be reviewing the proposed changes and Staff will be presenting the first reading of the ordinance for Council's approval at the April 8<sup>th</sup> meeting.

### EXPLANATION

The purpose of the Municipal Code change is to bring Sutherlin Fire Department up to the latest edition of the Oregon Fire Code (OFC), the 2014 edition. Currently the Sutherlin Municipal Code recognizes the 2004 OFC which is two editions old. With bringing the Sutherlin Fire Department up to the latest edition of the OFC, we will be able to enforce any new Public Safety rules found in the 2014 edition of the OFC that are not in the older editions. Additionally, with ISO grading coming in May of 2019, Sutherlin Fire Department is seeking to update any items that will possibly gain us additional points towards the grading. Lastly, one additional amendment to the Sutherlin Municipal Code will allow the Sutherlin Fire Department additional options for records management of fire suppression and alarm systems, which is currently not addressed in the 2014 OFC. Once the 2019 OFC has been adopted by the State of Oregon, later this year, city staff will bring that back to council for approval.

### OPTIONS

None

### SUGGESTED MOTION(S)

None



# **PUBLIC COMMENT**





# ADJOURNMENT





# **FOR YOUR INFORMATION**





## Melanie Masterfield

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**From:** Melanie Masterfield  
**Sent:** Wednesday, March 6, 2019 9:43 AM  
**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); Roseburg Beacon (info@roseburgbeacon.com); Vera Westbrook (vwestbrook@nrtoday.com)  
**Subject:** Public Mtg Notice City of Sutherlin Council Meeting  
**Attachments:** CC MAR 11.19 Meeting.docx

Good morning. Please see the attached agenda for the City of Sutherlin Council meeting for Monday, March 11, 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](mailto:m.masterfield@ci.sutherlin.or.us)