



**SISTERS CITY COUNCIL**

**520 E. Cascade Avenue**

**Sisters, OR 97759**

**OCTOBER 13, 2016**

**5:30 P.M. CITY COUNCIL WORKSHOP**

1. City Council Appointment Interview and Deliberation– *Council*
2. System Development Charge (SDC) Waivers for Affordable Housing – *J. Green*
3. Other Business – *Staff/Council*

**6:30 p.m. (approximate) EXECUTIVE SESSION**

1. Pursuant to ORS: 192.660(2)(h) Legal Counsel

**7:00 P.M. CITY COUNCIL REGULAR MEETING**

**I. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

**II. COUNCILOR APPOINTMENT**

**III. OATH OF OFFICE FOR APPOINTED COUNCILOR**

**IV. VISITOR COMMUNICATION**

**V. CONSENT AGENDA**

**A. Minutes**

1. September 22, 2015 - Workshop
2. September 22, 2016 – Regular Meeting

**B. Bills to Approve**

1. October Accounts Payable

**VI. COUNCIL BUSINESS**

- A. Second Reading of Ordinance No.471: AN ORDINANCE AMENDING THE CITY OF SISTERS DEVELOPMENT CODE, CHAPTER 4.6 CLUSTER DEVELOPMENTS, AND CHAPTER 4.2 SITE PLAN REVIEW, SECTION 4.2.200 APPLICABILITY – P. Davenport**

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*This agenda is also available via the Internet at [www.ci.sisters.or.us](http://www.ci.sisters.or.us)*

*The meeting location is accessible to persons with disabilities. Requests for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling Kathy Nelson, City Recorder, at the number below.  
520 E. Cascade Ave. – P.O. Box 39, Sisters, OR 97759 – 541-323-5213*

**B. Discussion and Consideration of Ordinance No. 472:** AN ORDINANCE OF THE CITY OF SISTERS AMENDING ORDINANCE NO. 421, WHICH ORDINANCE GRANTED QUANTUM COMMUNICATIONS, LLC A NON-EXCLUSIVE FRANCHISE AND RIGHT TO PROVIDE TELECOMMUNICATIONS SERVICES IN THE CITY OF SISTERS, AND CONSENTING TO QUANTUM COMMUNICATIONS, LLC'S ASSIGNMENT, AND LIGHTSPEED NETWORKS, INC.'S ASSUMPTION, OF ALL QUANTUM COMMUNICATIONS, LLC'S RIGHTS, INTERESTS, AND OBLIGATIONS ARISING OUT OF OR UNDER ORDINANCE NO. 421 – *R. Allen*

**C. Discussion and Consideration of a Motion** to Approve the Request for Proposals (RFP) for Water and Sewer Rates – *R. Allen/P.Bertagna*

**VII. OTHER BUSINESS**

**VIII. STAFF REPORTS**

A. September Staff/Council Work Plan

B. New Business License Report for September, 2016

**IX. MAYOR/COUNCILOR BUSINESS**

**X. ADJOURN**

**CITY OF SISTERS  
SYSTEM DEVELOPMENT CHARGES WAIVER AGREEMENT**

This City of Sisters System Development Charges Waiver Agreement (this "Agreement") is made and entered into effective on \_\_\_\_\_, 2016 (the "Effective Date") between Housing Impact LLC, an Oregon limited liability company ("Company"), whose address is 405 SW 6<sup>th</sup> Street, Redmond, Oregon 97756, and the City of Sisters, an Oregon municipal corporation ("City"), whose address is 520 E. Cascade Avenue, Sisters, Oregon 97759.

**RECITALS:**

A. Company owns the Property. Company has received approval for the construction of \_\_\_ residential homes on the Property which will be offered as Affordable Housing to certain eligible persons (individually a "Home," collectively the "Homes"). Once the Homes are constructed, Company desires to enter into leases with Income-Qualified Persons and sell the Homes to Income-Qualified Persons.

B. In connection with the construction of the Homes, Company has requested a waiver from City's systems development charges ("SDCs") for the Property in the amount of \$ \_\_\_\_\_. City has agreed to grant Company's requested waiver contingent on, for a period of fifty (50) years from the date of each Certificate, any owner of a Home must be an Income-Qualified Person.

C. Company and City desire to enter into this Agreement in order to provide the terms and conditions under which City grants the waiver from SDCs.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement have the meanings assigned to them in the attached Appendix A.

2. Transfer of Home(s).

2.1 Disqualifying Transfer; Exceptions. Subject to the terms and conditions of this Agreement, the SDC waiver granted by City will terminate ninety (90) days after any Transfer of a Home during the fifty (50) year period following the date of the Certificate. Notwithstanding the immediately preceding sentence, the SDC exemption will not terminate if a Home is Transferred in accordance with the following:

(a) the Home is Transferred to an Income-Qualified Person;

(b) the Home is Transferred to Company and Company subsequently Transfers the Home to an Income-Qualified Person; and/or

(c) if the homeowner dies (or if the last surviving co-owner of the Home dies), the executor or personal representative of the homeowner's estate will notify Company within thirty

(30) days of the date of death. Upon receiving such notice, Company may consent to a Transfer of the Home and homeowner's rights to the Property to one or more of the following heirs of homeowner provided that the heir or heirs qualify as Income-Qualified Person(s): (i) the spouse of the homeowner; (ii) the child or children of the homeowner; or (iii) a member of the homeowner's household who has resided in the Home for at least one year immediately prior to the homeowner's death.

2.2 Transfer Notice; Proof of Eligibility. Company will provide City thirty (30) days' advance written notice of any proposed Transfer (the "Transfer Notice"). The Transfer Notice will include, without limitation, the following: (i) whether the Transfer is made in accordance with subsection 2.1 above; (ii) if applicable, appropriate documentation supporting the determination that a transferee is an eligible Income-Qualified Person; and (iii) any other information reasonably requested by City. Subject to City's review and approval, Company will determine whether a transferee is an Income-Qualified Person. City's receipt and review of a Transfer Notice will not be construed as City's approval and/or determination that of any proposed Transfer qualifies for an exception under Section 2.1. Failure to provide City the Transfer Notice and a subsequent Transfer of a Home may, in City's sole discretion, result in the termination of the SDC exemption.

2.3 Termination of SDC Exemption; Obligation to Pay. Upon termination of the SDC exemption, Company will be liable for the obligation to immediately pay to City, in full, the deferred SDC in the amount of \$ \_\_\_\_\_ plus interest at the City rate of interest from the date of the Certificate to the date of the Transfer. City's city manager will send to Company by first class mail a notice stating (a) the total cost of the SDC, including the interest specified herein, and (b) that the costs and interest as indicated will be assessed to and become a lien against the Property unless paid, in full, within thirty (30) days from the date of the notice.

2.4 Lien. If the SDCs and interest are not paid within thirty (30) days from the date of the notice described in Section 2.3 above, City's city manager or his or her designee will file a lien against the Home and Property in Deschutes County real property records. Interest on any lien will accrue on the amount due at the rate of nine percent (9%) per annum from the date the lien is recorded. Once final payment is received, City will record a release of the lien.

3. Security; Recordation. Company's obligations to City which relate to the SDCs exemption will be secured by a first position perfected security interest in the following property and in all other real or personal property (collectively, the "Collateral"): (a) the Property, and all improvements, equipment, fixtures, and other articles of personal property including, without limitation, the Home, now or hereafter located on or use in connection with the Property and/or Home; (b) all present and future leases, rents, accounts, deposit accounts, general intangibles, and income and revenues of any nature relating to the Property and/or Home; and (c) all products and proceeds of the foregoing. At all times, City's security interest will have a priority acceptable to City. City's security interest in the Collateral will be evidenced by, and Company will execute and deliver to City (and/or cause any other person to execute and deliver to City), such trust deeds, security agreements, assignments, Uniform Commercial Code financing statements, certificates of title, subordination agreements, guaranties, and any and all other documents and/or instruments as City may request from time to time to effectuate the transaction contemplated by this Agreement and/or to grant, preserve, protect, perfect, and continue the validity and priority of City's security interest in the Collateral, including, without limitation, a certain Trust Deed, Assignment of Leases and Rents, and Fixture Filing dated as of the Effective Date made by Company in favor of City (the "Trust Deed"), (individually a "Security Document" and collectively the "Security Documents"). The Trust Deed (and all other Security Documents) will be in form and

substance acceptable to City. Company will execute and acknowledge a memorandum of this Agreement for recording in a form mutually acceptable to Company and City within ten (10) days after the date of this Agreement.

4. Representations; Warranties; Covenants. In addition to any other Company representations, warranties, and covenants contained in this Agreement, Company represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Company has full power and authority to sign and deliver this Agreement and to perform all of Company's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Company, enforceable against Company in accordance with its terms. The signing and delivery of this Agreement by Company and the performance by Company of all of Company's obligations under this Agreement will not (a) breach any agreement to which Company is a party, or give any person the right to accelerate any obligation of Company, (c) violate any law, judgment, and/or order to which Company is subject, and/or (d) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body. No action, arbitration, audit, hearing, investigation, litigation, suit, and/or other proceeding is pending or threatened against Company. Company owns the Property in fee simple and free and clear and any and all encumbrances. No representation or warranty made by Company in this Agreement includes any untrue statement or omits to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

4.2 Sophistication; Investigation. Company has knowledge and experience in real estate development matters necessary to make Company capable of evaluating the merits and risks of this Agreement. Company has entered into this Agreement on the basis of its own examination and personal knowledge. Company has had full opportunity to investigate and examine, and to ask questions and receive answers concerning this Agreement. Company has obtained all the information desired in connection with this Agreement. Company has not relied on any representations or warranties made by City other than those expressly contained in this Agreement. Company has visited the Property and is satisfied with the nature and location of the Property, the general and local conditions, including, without limitation, those bearing upon transportation, disposal, handling, storage of materials, availability of labor, water, electric power, roads, uncertainties of weather, and any other conditions at or on the Property, and assumes any and all risk thereof.

4.3 Indemnification. Company will defend, indemnify, and hold City and each City Representative harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, resulting from or arising out of, whether directly or indirectly, any breach and/or inaccuracy of any Company representation, warranty, and/or covenant made in this Agreement.

4.4 Homeowner(s) Subject to Transfer Restrictions. Any agreement between Company and an Income-Qualified Person regarding the purchase of a Home will contain the Transfer restrictions set forth in Section 2 of this Agreement. Company acknowledges and agrees that during the term of this Agreement, any prospective owner of a Home will be subject to such Transfer restrictions.

5. Term; Remedies.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect for a period of fifty (50) years from the date of the Certificate unless sooner terminated in accordance with the terms and conditions contained in this Agreement.

5.2 Termination. This Agreement may be terminated at any time by the mutual written agreement of City and Company. This Agreement may be terminated by either party for any reason or no reason by providing the other party ninety (90) days' prior written notice. Either party may terminate this Agreement immediately upon notice to the other party if the other party breaches and/or otherwise fails to perform such other party's representations, warranties, covenants, and/or obligations contained in this Agreement.

5.3 Consequences of Termination; Remedies. Upon termination of this Agreement, Company will be obligated to immediately pay to City, in full, the deferred SDC in the amount of \$\_\_\_\_\_ plus interest at the City rate of interest from the date of the Certificate to the date of the termination. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Company. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue any and all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Notices; Successors. Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Company may not assign or transfer any of its rights or obligations under this Agreement and/or any other Security Document without the prior written consent of City.

7. Definitions; Interpretation; Severability. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. If any term or provision contained in this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

8. Entire Agreement; Counterparts; Signatures. This Agreement represents the complete, exclusive, and final understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. No addition, modification, amendment, or alteration to this Agreement will be effective against the parties unless specifically agreed upon in writing and signed by the parties. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

9. Governing Law; Venue; Attorney Fees. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon (without giving effect to any conflict-of-law principle of any jurisdiction), and venue for any action concerning this Agreement will lie in Deschutes County, Oregon. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective for all purposes as of the Effective Date.

COMPANY:  
Housing Impact LLC,  
an Oregon limited liability company

CITY:  
City of Sisters,  
an Oregon municipal corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_

Appendix A  
Definitions

“Affordable Housing” means housing that is appropriate for the needs of a range of very low to moderate income households and priced so that these households are also able to meet other basic living costs including, without limitation, food, transport, clothing, medical care, and education.

“Certificate” means a certificate of occupancy for a Home.

“Collateral” has the meaning assigned to such term in Section 3.

“Home(s)” has the meaning assigned to such term in Recital A.

“HUD” means the U.S. Department of Housing and Urban Development.

“Income-Qualified Person(s)” means a person or group of persons whose household income does not exceed eighty percent (80%) of the median household income for Deschutes County as calculated and adjusted for household size from time to time by HUD or any successor.

“Property” means that certain real property (and all fixtures and improvements located thereon) located in Sisters, Oregon consisting of approximately \_\_ acres, as more particularly described on the attached Exhibit A.

“Representative(s)” means each present and future officer, director, manager, member, employee, agent, contractor, and/or representative of the identified person.

“Security Document(s)” has the meaning assigned to such term in Section 3.

“Transfer(s)” means (a) any transfer, including, without limitation, any sale, conveyance, exchange, gift, lease, encumbrance, foreclosure of an encumbrance, or attachment, regardless of whether the transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence, and (b) any agreement involving the ownership, lease, and/or use of all or any portion of the Property for a period longer than thirty (30) days.

“Transfer Notice” has the meaning assigned to such term in Section 2.2.

“Trust Deed” has the meaning assigned to such term in Section 3.

Exhibit A  
Property

(attached)

DRAFT

**After recording, return to:**

City of Sisters  
Attn: City Manager  
PO Box 39  
Sisters, Oregon 97759

**Tax account number of the property:**

**TRUST DEED AND SECURITY AGREEMENT**

This Trust Deed and Security Agreement (this "Trust Deed") is made and entered into effective on September \_\_, 2016 (the "Effective Date") by Housing Impact LLC ("Grantor"), whose address is 405 SW 6<sup>th</sup> Street, Redmond, Oregon 97756, in favor of \_\_\_\_\_ ("Trustee"), whose address is \_\_\_\_\_, for the benefit of the City of Sisters ("Beneficiary"), an Oregon municipal corporation, whose address is 520 E. Cascade Avenue, Sisters, Oregon 97759.

**RECITALS:**

A. Grantor is the owner of certain real property (and all fixtures and improvements located thereon) located in Sisters, Oregon, legally described on the attached Exhibit A (collectively, the "Real Property").

B. Grantor desires to construct residential homes on the Real Property that will qualify as affordable housing for certain eligible persons (the "Home(s)"). In connection with the construction of the Homes, Grantor requested a waiver from the City of Sisters system development charges ("SDC(s)") for the Real Property in an amount of \$\_\_\_\_\_.

C. In connection with granting the waiver from SDCs, Beneficiary has imposed and Grantor has agreed to certain transfer restrictions on the Homes as further described in the City of Sisters System Development Charges Waiver Agreement dated September \_\_, 2016, between Grantor and Beneficiary (the "Agreement"). Subject to the terms and conditions of the Agreement, the SDC exemption will be immediately due and payable, in its entirety upon the transfer of a Home.

D. As a condition to entering into the Agreement and granting Grantor's an exemption from the SDCs in an amount of \$\_\_\_\_\_, Beneficiary has required, and Grantor has agreed to execute and deliver, this Trust Deed in order to secure Grantor's performance under the Agreement.

**AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of securing the Obligations, the parties hereto hereby agree as follows:

**1. DEFINITIONS**

1.1 Capitalized Terms. Unless defined elsewhere in this Trust Deed, capitalized terms used in this Trust Deed have the meanings assigned to them in the attached Appendix A.

1.2 ORS Chapter 86. Unless the context clearly indicates otherwise, terms used in this Trust Deed that are defined in ORS Chapter 86 have the meanings assigned to them in ORS Chapter 86.

1.3 UCC Terms. Unless the context clearly indicates otherwise, terms used in this Trust Deed that are defined in the Uniform Commercial Code will have the meanings ascribed to them in the Uniform Commercial Code.

## 2. TRANSFER

2.1 Transfer. As security for the full and prompt payment and performance of the Obligations, Grantor transfers and assigns to Trustee in trust for the benefit of Beneficiary, with power of sale, all of Grantor's right, title, and interest in and to the Trust Property.

2.2 Recording and Perfection. Beneficiary may record this Trust Deed in the Official Records of Deschutes County, Oregon. Upon Trustee's or Beneficiary's request, Grantor will take any actions that Trustee or Beneficiary deems necessary to perfect and continue Trustee's and Beneficiary's rights under this Trust Deed. Grantor will pay all the fees, costs, and expenses of recording this Trust Deed and any other document that Trustee or Beneficiary deems necessary to perfect and continue Trustee's and Beneficiary's rights under this Trust Deed.

2.3 Reconveyance. Within 30 days after the full payment and performance of the Obligations, Beneficiary will deliver a written request to Trustee to reconvey the Trust Property to Grantor. Within 30 days after Beneficiary delivers the written request to reconvey to Trustee, Trustee will reconvey the Trust Property to Grantor.

2.4 Grant. As security for the full and prompt payment and performance of the Obligations, Grantor grants Beneficiary a security interest in the Trust Property.

2.5 Perfection. Grantor authorizes Beneficiary to file all financing statements that Beneficiary deems reasonably necessary to perfect and continue Beneficiary's security interest in the Trust Property. Upon Beneficiary's request, Grantor will take any other actions that Beneficiary deems reasonably necessary to perfect and continue Beneficiary's security interest in the Trust Property.

## 3. REPRESENTATIONS AND WARRANTIES OF GRANTOR

Grantor represents and warrants to Beneficiary as follows:

3.1 Authority; Binding Obligation; No Conflicts. Grantor has full power and authority to sign and deliver this Trust Deed and to perform all of Grantor's obligations under this Trust Deed. This Trust Deed is the legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application or by general principles of equity. The signing and delivery of this Trust Deed by Grantor and the performance by Grantor of all of Grantor's obligations under this Trust Deed will not (a) breach any agreement to which Grantor is a party, or give any person the right to accelerate any obligation of Grantor, (b) violate any law, judgment, or order to which Grantor is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 Title to Trust Property. Grantor has good title to the Trust Property, free from all Encumbrances except Permitted Encumbrances.

3.3 No Material Adverse Change. Grantor has no Knowledge of any facts or circumstances that will likely result in a material adverse change in the financial condition of Grantor.

3.4 Non-foreign Person. Grantor is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

#### 4. COVENANTS OF GRANTOR

Grantor covenants to Beneficiary that Grantor will perform the following obligations and observe the following conditions until the Obligations are fully paid and performed:

4.1 Obligations. Grantor will fully and promptly pay and perform the Obligations when due.

4.2 Trust Property. Grantor will keep the Trust Property free from any and all Encumbrances except Permitted Encumbrances. Grantor will defend Trustee's and Beneficiary's rights under this Trust Deed against the adverse claim of any person. Grantor will keep the Trust Property in good repair and condition, reasonable wear and tear excepted, and will not commit or permit any waste of the Trust Property. Grantor will not remove, demolish, or materially alter any improvement on the Trust Property except with the prior written consent of Beneficiary, in connection with the replacement of an improvement with an improvement of equal or greater value. Grantor will not initiate, support, or consent to any rezoning of the Trust Property or any change in any public or private covenant, condition, or restriction relating to the use of the Trust Property.

4.3 Restriction on Transfer. Subject to the terms and conditions of the Agreement and this Trust Deed, Grantor will not Transfer the Trust Property or any interest in the Trust Property.

4.4 Notification. Grantor will promptly notify Beneficiary if any of the following occurs: (a) any material loss or damage with respect to the Trust Property, whether or not the loss or damage is covered by insurance; (b) any material adverse change in the financial condition of Grantor; and/or (c) an Event of Default.

4.5 Inspection. Upon Beneficiary's request, Grantor will permit Beneficiary to inspect the Trust Property.

4.6 Compliance with Laws. Grantor will comply with all applicable laws, ordinances, regulations, directions, rules, and requirements of all governmental authorities and others application to the ownership and use and/or occupancy of the Trust Property.

4.7 Environmental. Grantor will comply with all applicable Environmental Laws relating to the Trust Property. Grantor will comply with the terms and conditions of each judgment and order relating to any Environmental Law relating to the Trust Property to which Grantor is subject. Grantor will not cause or permit any Hazardous Substance to be present on or to be spilled, discharged, or otherwise released on or into the Trust Property. Grantor will fully and promptly pay and perform all of Grantor's obligations arising out of any Environmental Law relating to the Trust Property. Grantor will comply with the terms and conditions of any contract, settlement agreement, or other similar

arrangement that requires or may require Grantor to have any liability or obligation of any kind arising out of any Environmental Law relating to the Trust Property. Grantor will promptly notify Beneficiary if Grantor obtains Knowledge of the occurrence after the Effective Date of any fact or condition that would cause Grantor to breach any representation or warranty in this Section 4 if the representation or warranty were made as of the date of the occurrence.

4.8 Insurance. Grantor will obtain and maintain during the term of this Trust Deed all-risk property insurance in an amount not less than the full replacement cost of the Trust Property, without reduction for coinsurance. If any portion of the Trust Property is located in a special flood hazard area, Grantor will obtain flood insurance under the National Flood Insurance Program. Each insurance policy that covers the Trust Property will (a) be in form and substance reasonably satisfactory to Beneficiary, (b) name Beneficiary as a loss payee, and (c) provide that the insurance policy may not be amended or cancelled without ten (10) days' prior written notice to Beneficiary. Upon Beneficiary's request, Grantor will deliver a copy of each insurance policy to Beneficiary.

4.9 Taxes. Grantor will file on a timely basis all tax returns and reports required to be filed by applicable laws. All of Grantor's filed tax returns will be complete and accurate in all material respects. Grantor will pay – or make provision for the payment of – all taxes that become due for all periods. Grantor will promptly notify Beneficiary if any taxing authority asserts – or informs Grantor that it intends to assert – any deficiency in the payment of any taxes by Grantor. Grantor will not seek any extension of time within which to file a tax return.

## 5. DAMAGE OR DESTRUCTION

Grantor will perform the following obligations and observe the following conditions until the Obligations are fully paid and performed:

5.1 Assignment of Proceeds. Grantor assigns and transfers to Beneficiary all of Grantor's rights to receive insurance proceeds under all insurance policies that provide coverage to Grantor for the Trust Property.

5.2 Application of Proceeds. If any damage or destruction occurs with respect to the Trust Property, and if Beneficiary receives any insurance proceeds under any insurance policy that provides coverage to Grantor for the Trust Property: (a) Beneficiary may hold the proceeds as additional security for the full and prompt payment and performance of the Obligations, subject to the provisions of this Section 5.2; and (b) Beneficiary may, in Beneficiary's sole discretion, apply the proceeds: (1) to the Obligations, whether or not the Obligations are then due; or (2) to the cost and expense of restoring the portion of the Trust Property that was damaged or destroyed, subject to any conditions that Beneficiary deems reasonably necessary to ensure that the Trust Property is properly restored, including, without limitation, holding the proceeds until the restoration is complete.

## 6. CONDEMNATION

Grantor will perform the following obligations and observe the following conditions until the Obligations are fully paid and performed:

6.1 **Notice.** Grantor will promptly notify Beneficiary if all or any portion of the Trust Property is condemned or threatened with condemnation. The notice will include a copy of all correspondence relating to the condemnation or the threat that Grantor received from any third party.

6.2 **Proceeding.**

(a) Beneficiary may elect to control the condemnation matter described in Grantor's notice by notifying Grantor within 20 days after the delivery of Grantor's notice. If Beneficiary elects to control the condemnation matter within the 20-day period after the delivery of Grantor's notice: (1) Beneficiary may institute a condemnation proceeding, in which case: (A) Beneficiary must diligently prosecute the proceeding, with counsel reasonably satisfactory to Grantor; and (B) Grantor may participate in the prosecution of the proceeding, at Grantor's own cost and expense; and (2) Beneficiary may settle the matter with the consent of Grantor, which Grantor may not unreasonably withhold, condition, or delay.

(b) If Beneficiary does not elect to control the condemnation matter within the 20-day period after the delivery of Grantor's notice: (1) Grantor may institute a condemnation proceeding, in which case: (A) Grantor will diligently prosecute the proceeding, with counsel reasonably satisfactory to Beneficiary; and (B) Beneficiary may participate in the prosecution of the proceeding, at Beneficiary's own cost and expense; and (2) Grantor may settle the matter with the consent of Beneficiary, which Beneficiary may not withhold unreasonably.

(c) In any condemnation proceeding that is subject to the provisions in this Section 6.2, Grantor and Beneficiary will keep each other fully informed of the status of the proceeding, cooperate with each other with respect to the prosecution of the proceeding, and attempt to preserve in full any attorney-client and work-product privileges and the confidentiality of any confidential information.

6.3 **Assignment of Compensation.** Grantor assigns and transfers to Beneficiary all of Grantor's rights to receive compensation as a result of any condemnation of all or any portion of the Trust Property.

6.4 **Application of Compensation.** If all or any portion of the Trust Property is condemned, and if Beneficiary receives any compensation as a result of the condemnation: (a) Beneficiary may hold the compensation as additional security for the full and prompt payment and performance of the Obligations, subject to the provisions of this Section 6.4; and (b) Beneficiary may, in Beneficiary's sole discretion, apply the compensation: (1) to the Obligations, whether or not the Obligations are then due; or (2) to the cost and expense of restoring or improving the remaining portion of the Trust Property, if any, subject to any conditions that Beneficiary deems reasonably necessary to ensure that the remaining portion of the Trust Property is properly restored or improved, including, without limitation, holding the proceeds until the restoration or improvement is complete.

7. **PAYMENT OF TAXES AND OTHER CHARGES BY BENEFICIARY**

Whenever Grantor fails to pay when due any taxes, assessments, insurance premiums, or other charges necessary to be paid for the protection of Trustee's and Beneficiary's rights under this Trust Deed, Beneficiary may pay the same. Such payments will be added to the Obligations, and will bear interest at an annual rate of eight percent (8%).

## BENEFICIARY'S WARNING TO GRANTOR

Unless you [Grantor] provide us [Beneficiary] with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

### 8. DEFAULTS AND REMEDIES

8.1 Events of Default. The occurrence of any one more of the following events constitutes an event of default under this Trust Deed (each and "Event of Default"): (a) Grantor fails to perform any non-payment Obligation within 10 days after Beneficiary notifies Grantor of the failure to perform the Obligation when due; (b) any representation or warranty made by Grantor in this Trust Deed is found to have been untrue or misleading in any material respect as of the date of this Trust Deed; and (c) any Transfer of the Trust Property or any interest in the Trust Property to any person other than Trustee or Beneficiary, unless the Transfer is expressly permitted by this Trust Deed and the Agreement.

8.2 Remedies. On and after an Event of Default, Beneficiary may exercise the following remedies, which remedies are cumulative and which may be exercised singularly or concurrently: (a) unless prohibited by law, upon notice to Grantor, the right to accelerate the due dates of the Obligations so that the Obligations are immediately due, payable, and performable in their entirety; (b) upon notice to Grantor, the right to take possession, control, and charge of the Trust Property; (c) the right to institute an action to appoint a receiver to take charge of the Trust Property; (d) the right to institute an action to obtain a temporary restraining order; (e) upon notice to Grantor, the right to pay and perform any of the Obligations; (f) any remedy available to Beneficiary under any agreement evidencing or securing the payment or performance of any of the Obligations; (g) any remedy available to Beneficiary under ORS Chapter 86, including, without limitation, to the foreclosure of this Trust Deed by advertisement and sale in the manner provided in ORS 86.705 to ORS 86.795; (h) the right to foreclose this Trust Deed as provided by law for the foreclosure of mortgages on real property; and (i) any other remedy available to Beneficiary at law or in equity.

### 8.3 Possession and Protection of Trust Property.

(a) If Beneficiary or a receiver takes possession, control, or charge of the Trust Property after an Event of Default, Grantor will peacefully relinquish possession of the Trust Property upon Beneficiary's or the receiver's request.

(b) Any payments made or indebtedness incurred by Beneficiary or the receiver in connection with protecting the Trust Property will be added to the Obligations, and will bear interest at an annual rate of eight percent (8%).

(c) If Beneficiary or the receiver receives any rent or other payments after taking possession, control, or charge of the Trust Property: (1) Beneficiary may hold the payments as additional security for the full and prompt payment and performance of the Obligations, subject to the provisions of this Section 8.3(c); and (2) Beneficiary may, in Beneficiary's sole discretion, apply the payments: (A) to the Obligations, whether or not the Obligations are then due; and/or (B) to the cost and expense of protecting the Trust Property.

8.4 Sale of Trust Property. After an Event of Default, Trustee may sell the Trust Property at auction to the highest bidder for cash. Any person, including Beneficiary, but excluding Trustee, may bid at the sale. The attorney for Trustee, or any agent designated by Trustee or the attorney, may conduct the sale and act in the sale as the auctioneer of Trustee.

8.5 Proceeds of Sale of Trust Property. After an Event of Default and a sale of the Trust Property by Trustee, Trustee must apply the proceeds of the sale as follows: (a) to the expenses of the sale, including the compensation of Trustee, and a reasonable charge by the attorney for Trustee; (b) to the Obligations; (c) to all persons having recorded liens subsequent to the interest of Trustee in this Trust Deed as their interests may appear in the order of their priority; and (d) the surplus, if any, to Grantor or to the successor in interest of Grantor entitled to such surplus.

8.6 No Obligation to Pay or Perform. Beneficiary has no obligation to pay or perform any Obligation.

## 9. RELEASE, INDEMNIFICATION, AND WAIVERS

9.1 Release and Indemnification. Grantor releases and will defend, indemnify, and hold Trustee, Beneficiary, and each Beneficiary Representative harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) any action that Trustee, Beneficiary, and/or any Beneficiary Representative take to perfect or continue Trustee's and/or Beneficiary's rights under this Trust Deed; (b) the exercise of any remedy available to Beneficiary under this Trust Deed, without regard to cause or the negligence of Trustee, Beneficiary, any Beneficiary Representative, and/or any other person; (c) any breach and/or inaccuracy of any Grantor representation, warranty, and/or covenant made in this Trust Deed and/or the Agreement; and/or (d) any failure by Grantor to pay and/or perform any covenant and/or obligation required to be performed by Grantor under this Trust Deed and/or the Agreement. This indemnification and hold harmless provision will survive the termination of this Trust Deed and the satisfaction of the obligations of Grantor to Beneficiary under this Trust Deed.

9.2 Waiver by Grantor. Grantor waives demand, presentment for payment, notice of dishonor or nonpayment, protest, notice of protest, and lack of diligence in collection, and agrees that Beneficiary may amend any agreement evidencing, guaranteeing, or securing any of the Obligations or extend or postpone the due dates of the Obligations without affecting Grantor's liability.

9.3 No Waiver by Beneficiary. No waiver will be binding on Beneficiary unless it is in writing and signed by Beneficiary. Beneficiary's waiver of a breach of a provision of this Trust Deed or any agreement evidencing, guaranteeing, or securing any of the Obligations will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. Beneficiary's failure to exercise any remedy under this Trust Deed or any agreement evidencing, guaranteeing, or securing any of the Obligations will not be considered a waiver by Beneficiary of Beneficiary's right to exercise the remedy.

## 10. ENVIRONMENTAL INDEMNIFICATION

10.1 Indemnification. Grantor will jointly and severally defend, indemnify, and hold Trustee, each Trustee Representative, Beneficiary, and each Beneficiary Representative harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees, resulting from or arising out of, whether directly or indirectly, Grantor's breach of any representation, warranty, covenant, and/or other obligation of Grantor in Section 4.

10.2 Survival. All representations, warranties, covenants, and other obligations of Grantor in Section 4.7 and Section 10.1 will survive the reconveyance of the Trust Property to Grantor and the foreclosure of this Trust Deed.

## 11. SUCCESSOR TRUSTEE

At any time, Beneficiary may appoint in writing a successor Trustee. If the appointment of the successor Trustee is recorded in the real property records in Deschutes County, Oregon, the successor Trustee will be vested with all the powers of the original Trustee.

## 12. GENERAL

### 12.1 ORS 93.040 Warning.

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 7, 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.

12.2 Notices. All notices or other communications required or permitted by this Trust Deed: (a) must be in writing; (b) must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other parties; and (c) are considered delivered: (1) upon actual receipt if delivered personally, by fax, or by a nationally recognized overnight delivery service; or (2) at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

12.3 Governing Law; Venue. This Trust Deed is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Trust Deed. Any action or proceeding arising out of this Trust Deed will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

12.4 Attorney's Fees. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Trust Deed, including, without limitation, to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney's fees and other fees, costs, and expenses of every kind, including, without limitation, to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

12.5 Miscellaneous. Time is of the essence with respect to all dates and time periods in this Trust Deed. Grantor may not assign or delegate any of Grantor's rights or obligations under this Trust Deed to any person without the prior written consent of Beneficiary, which Beneficiary may withhold in Beneficiary's sole discretion. Subject to the terms and conditions contained herein, this Trust Deed will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Trust Deed may be amended only by a written document signed by the party against whom enforcement is sought. If a provision of this Trust Deed is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Trust Deed will not be impaired. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Trust Deed. Any exhibits, schedules, and other attachments referenced in this Trust Deed are part of this Trust Deed. The parties will have all remedies available to them at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. This Trust Deed contains the entire understanding of the parties regarding the subject matter of this Trust Deed and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Trust Deed.

IN WITNESS WHEREOF, the undersigned has caused this Trust Deed to be executed and effective for all purposes as of the Effective Date.

(signature page follows)

GRANTOR:

\_\_\_\_\_

State of Oregon            )  
  )  
County of Deschutes        )        ss.

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument, that he is authorized to execute this instrument and acknowledge it to be his free and voluntary act for the uses and purposes contained in this instrument.

Before me:

\_\_\_\_\_  
Notary Public for Oregon  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

DRAFT

Appendix A  
Definitions

“Beneficiary Representative(s)” means Beneficiary and its successors, assigns, divisions, affiliates, and related entities, and all past, present, and future officers, directors, shareholders, members, managers, employees, attorneys, agents, volunteers, contractors, representatives, and insurers of the aforementioned.

“Encumbrance(s)” means any liens, mortgages, pledges, security interests, reservations, restrictions, changes, claims, and/or any other encumbrances.

“Environmental Law(s)” means any law designed to minimize, prevent, punish, and/or remedy the consequences of actions that damage or threaten the environment or public health and safety.

“Event of Default” means any event specified in Section 8.1.

“Hazardous Substance(s)” means any hazardous or toxic substance, material, or waste, including, without limitation, the following: (a) any hazardous or toxic substance, material, or waste that is defined as such under any Environmental Law; and (b) petroleum, petroleum products, asbestos, presumed asbestos-contaminating materials, asbestos-contaminating materials, urea formaldehyde, and polychlorinated biphenyls.

“Knowledge” means, with respect to Grantor, the actual knowledge of Grantor, and any knowledge that Grantor would have obtained if Grantor had conducted a reasonably comprehensive investigation of the relevant matter.

“Obligation(s)” means all present and future obligations of any kind owed by Grantor to Beneficiary under (a) the Agreement, (b) this Trust Deed, and (c) any other agreement evidencing, guaranteeing, and/or securing the performance of any Grantor obligations arising out of or under the aforementioned agreements.

“Permitted Encumbrance(s)” means (a) any lien, mortgage, pledge, security interest, and/or other encumbrance in favor of Beneficiary, and (b) any lien, mortgage, pledge, security interest, or other Encumbrance arising by operation of law for taxes, assessments, or government charges not yet due.

“Transfer” means (a) any transfer other than a Permitted Encumbrance, including, without limitation, to any sale, exchange, gift, lease, other Encumbrance, foreclosure of an Encumbrance, or attachment, regardless of whether the transfer occurs voluntarily or involuntarily, by operation of law, or because of any act or occurrence, and (b) any contract involving the ownership, lease, and/or use of the Trust Property.

“Trust Property” means the real property located at \_\_\_\_\_, Sisters, Oregon 97741, as more particularly described on the attached Exhibit A, together with all improvements, fixtures, and personal property now or hereafter located on or about such property as outlined in Section 2.1.

“Trustee Representative(s)” means each present and future director, officer, shareholder, employee, member, assignee, manager, partner, and authorized representative of Trustee.

Exhibit A  
Legal Description

(attached)

DRAFT

RECORDING REQUESTED BY,  
AND WHEN RECORDED, MAIL TO:

City of Sisters  
Attn: City Manager  
520 E. Cascade Avenue  
PO Box 39  
Sisters, Oregon 97759

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Memorandum") is entered into by and between Housing Impact LLC, an Oregon limited liability company ("Company"), whose address is 405 SW 6<sup>th</sup> Street, Redmond, Oregon 97756, and the City of Sisters, an Oregon municipal corporation ("City"), whose address is 520 E. Cascade Avenue, Sisters, Oregon 97759.

1. Company and City have entered into a certain City of Sisters System Development Charges Waiver Agreement dated \_\_\_\_\_, 2016 (the "Agreement") concerning certain real property located in Sisters, Oregon legally described on the attached Exhibit A (the "Real Property") and the residential homes located on the Real Property (the "Homes") as more particularly described in the Agreement.

2. The Agreement imposes certain conditions including, without limitation, transfer restrictions, relating to the affordability of the Homes during the term of the Agreement.

3. This Memorandum is for notice purposes only and will not, under any circumstances, be deemed to modify or change any provisions of the Agreement, the provisions of which will in all instances prevail. Capitalized terms not defined in this Memorandum will have the meanings given such terms in the Agreement.

4. This Memorandum may be signed in one or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart will be deemed an original as to any party whose signature it bears and all such counterparts will constitute one document.

*[Signatures and notaries on following pages.]*

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement to be made effective as of \_\_\_\_\_, 2016.

COMPANY:  
Housing Impact LLC  
an Oregon limited liability company

\_\_\_\_\_  
By:  
Its:

ACKNOWLEDGEMENT OF COMPANY

STATE OF OREGON            )  
  ) SS.  
COUNTY OF DESCHUTES    )

This record was acknowledged before me on \_\_\_\_\_, 2016, by \_\_\_\_\_, as \_\_\_\_\_ of Impact Housing LLC.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

*[Signatures continue on following page.]*

CITY:  
City of Sisters,  
an Oregon municipal corporation

\_\_\_\_\_  
By:  
Its:

ACKNOWLEDGEMENT OF CITY

STATE OF OREGON            )  
  ) SS.  
COUNTY OF DESCHUTES    )

This record was acknowledged before me on \_\_\_\_\_, 2016, by  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Exhibit A**

**Legal Description**

The real property legally described as:

(Attached)

WORKSHOP MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
SEPTEMBER 22, 2016

**MEMBERS PRESENT:**

Nancy Connolly      Council President  
David Asson          Councilor  
Amy Burgstahler      Councilor  
Andrea Blum          Councilor

**STAFF PRESENT:**

Rick Allen              City Manager  
Alan Dale              City Attorney  
Paul Bertagna        PW Director  
Joe O'Neill            Finance Officer  
Patrick Davenport    CDD Director  
BreAnne McConkie    Senior Planner  
Kathy Nelson          City Recorder

**GUESTS:**

Shane Nelson          Deschutes County Sheriff  
Phil Henderson        Deschutes County Commissioner Candidate

The workshop was called to order by Council President Connolly at 5:30 p.m.

1. Deschutes County Sheriff's Candidate

**Incumbent Deschutes County Sheriff Shane Nelson** thanked the Council for the opportunity to address them. He discussed the recent event the Sheriff's Office had dealt with relating to the recent sentencing of a former captain to five years in federal prison for theft and money laundering. He stated the community needed to be able to trust the Sheriff's Office and know that integrity was of utmost importance and any action by any employee that eroded that trust would not be tolerated. He stressed it was important for all employees to follow the mission statement and values of the Sheriff Office.

**Sheriff Nelson** stated one of the concerns facing the county was Sheriff's Office encounters with mental ill individuals and those with addition and sobriety issues. He stated there was a need for a crisis stabilization center/sober station where those individuals suffering from mental health or addiction issues could go, as opposed to jail. He stated the criminal justice system was not always the right answer for these citizens and a center would provide an alternative. Once stabilized, the individual could be offered a detox program or counseling prior to the onset of a full-blown crisis. He stated it would be a service to the county's vulnerable citizens.

**Sheriff Nelson** stated two Citizen Advisory panels had been convened in the past and he wanted to move forward with convening a third panel. He stated the Citizen Academy was starting again and would begin meeting in February.

**Councilor Asson** requested Sheriff Nelson provide some background information. **Sheriff Nelson** replied he had been born and raised in Bend and after graduating from Oregon State University had come back to Bend and joined the Sheriff's Office where he has held a number of positions over the years until he had been unanimously appointed to his current post. When the previous Sheriff retired. He reported he had always volunteered in the community. **Sheriff Nelson** touched on the methamphetamine overdose death of an inmate in the jail and stated while the behavior of the deputies was inappropriate, it was determined those employees did react in a

WORKSHOP MEETING MINUTES  
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SEPTEMBER 22, 2016

medically appropriate way. He reported that incident had caused a review of procedures and now the jail kept Naloxone, an anti-overdose medication, for emergency use on hand. He stated the jail had also expanded its nursing services to 24 hour a day coverage and the jail had also been the first in the nation to use the Live Lock device on inmates. He explained the device monitored heart and breathing levels and would alert staff if those levels fell below a certain point. He stated the device had already saved a choking inmates life by alerting staff to her low oxygen levels. He stressed the importance that the Sheriff's Office never stop learning and refining its skills and procedures.

**Councilor Blum** asked Sheriff Nelson to respond to the statement made by his opponent in the race that the Sheriff's Office was too top-heavy. **Sheriff Nelson** replied the comment had related specifically to the Patrol Division and it was important for anyone in a leadership role to understand it was a high liability, high risk business. He reported each shift normally had 12 deputies, a lieutenant as a watch commander with administrative duties and two sergeants as front line supervisors of five or six employees. He stated the sergeants had a supervisory tasks but also went out on calls. He stated it was all about time management and the need for on-going training and mentorship. He summarized that supervision was important and his commitment was to the taxpayers to be a good steward of their money.

**Councilor Burgstahler** asked if Sheriff Nelson was aware of any issues or challenges specific to Sisters. **Sheriff Nelson** replied he felt the City and Sheriff's Office had a good relationship. He noted traffic was a big concern as well as speeding. He stated he was interested in trying to use some unmarked patrol cars in Sisters to see the results.

**City Manager Allen** acknowledged Sheriff Nelson had inherited a lot of issues when becoming Sheriff but felt there was a need for a culture shift. **Sheriff Nelson** agreed and stated he called it the 'power' concept. He stated those seeking respect needed to understand that respect was not taken, but earned. He noted most of the incidents in the Sheriff's Department had involved management personnel and stated the office had begun performing more thorough background checks. He emphasized the need for continued education.

## 2. Deschutes County Commissioner Candidate

**Phil Henderson**, candidate for Deschutes County Commission, thanked the Council for the opportunity to speak with them. He distributed a campaign pamphlet that provided background information and his statements on the subjects of roads, housing, jobs, fiscal responsibility and leadership. He revealed he came from a pioneer family and had been born in Hood River. After graduating from law school he set up a practice in Bend where he had lived for the past 27 years. He commented he really liked the feel of smaller communities. He stated two issues that mattered a lot to him were fiscal responsibility and affordable housing. He stated he was concerned that property tax continued to increase every year at a rate much higher than inflation and population growth. He specified a need for reform in the land use system as there was an entire segment of the population that could not afford a home partly due to a lack of affordable

land. He stated besides being interested in just the affordable housing component, he was also interested in social and policy issues relating to housing.

**Council President Connolly** asked Mr. Henderson about his public experience. **Mr. Henderson** replied he had not been involved in much for the past three years due to the adoption of a son. He stated prior to the adoption he had been involved with the Deschutes County United Way, City of Bend Budget Committee and the Heart Institute of the Cascades organization. He stated he had extensive management and budget experience. **Mr. Henderson** stated he had attended and testified at Deschutes County Commission meetings, in particular those where the issues of marijuana, budget and the urban growth boundary had been discussed. He stated he was currently on a four month sabbatical in order to run his campaign.

**Mr. Henderson** stated the maintenance and size of roads in Deschutes County would continue to be an issue as tourism continued to expand, noting a sharp increase in the amount of traffic congestion.

**Councilor Burgstahler** asked Mr. Henderson what specific issues facing the county he felt were not adequately being addressed had encouraged him to run. **Mr. Henderson** replied the key issues besides fiscal concerns were the Public Employees Retirement System (PERS) reform, natural resources polices and the need for commissioners, who represent a large segment of the population, to be more involved in making decision as opposed to allowing interest groups to determine outcomes. He noted it was a very political year yet very few people were showing up. He stated he felt that would continue to be a challenge.

**City Manager Allen** thanked Mr. Henderson for taking the steps to run when there were so many positions in the region where no candidate had filed to run or positions that were running unopposed. He noted there was largely a disgruntled population but a lack of participation exacerbated the situation.

### 3. Natural Hazards Mitigation Resolution Discussion

**Director Bertagna** explained there was a process in which the City was required to participate in order to be eligible for Federal Emergency Management Agency (FEMA) assistance in case of a disaster. He stated this was an update to the existing plan. He stated the steering committee members to update the hazard analysis besides himself were the City Manager, Community Development Director, Fire Department staff, a Deschutes County building official and Michael Howard, a consultant from University of Oregon. He explained the group was tasked with populating the hazard analysis matrix for Sisters ranking for high to low in terms of priority, but not necessarily by likelihood of occurrence. He stated it helped staff to identify where hazard mitigations were needed. He reported the committee determined the hazards posing the highest risk to Sisters included wildfire, winter storms with high winds and flooding along Whychus Creek. He reported the City's sewer system gravity flows to the lowest corner of town and the only pressure line to the treatment plant was on a bridge crossing over the upstream side of Whychus Creek. He stated in the event of a flood or large debris coming downstream, the

pressure line could be damaged. He stated there was a need to install some type of bypass system to ensure sewage did not spill into the creek. He stated the City continued to make improvements as there was a need to address some areas of the storm drainage system due to the natural creation of an alluvial fan in the creek.

**Director Bertagna** stated the Cascadia Earthquake, a volcano eruption and drought fell into the middle tier of the hazard analysis and a landslide fell into the bottom tier. He stated the exercise had provided an update to Deschutes County on the natural hazards that could affect Sisters.

**Councilor Blum** asked if there was an early warning system in case there was a breach of the Carver Lake moraine dam and **Director Bertagna** replied there was not at this time. He informed the Council that he was in regular contact with Deschutes County's Emergency Manager whenever there was potential for a flooding event in Sisters as Deschutes County would provide resources as needed.

**Councilor Asson** asked that would happen once the Council approved the resolution. **Director Bertagna** replied FEMA had already reviewed the document so once approved, staff would work with the county to create a list of potential funding sources for the top two concerns.

**Director Bertagna** reported city and county public works directors from Jefferson, Crook and Deschutes County had also met recently to discuss what rolls each would play in case of a region wide disaster event. He stated the group was planning to use the August 21, 2017 total solar eclipse as a test event.

#### 4. Other Business

##### A. Adjusted Affordable Housing Funding Recommendation

**City Manager Allen** stated in keeping with the comments from the Council to not get in debt, he had revised the recommendation for funding of the \$300,000 commitment to Housing Works for its Sisters multi-family affordable housing project. He suggested the following edits to funding the project. Increase funding from the Forgivable Loan fund by \$50,000, from Public Outreach by \$2,500 and use \$12,500 in small amounts from a variety of funds. He suggested decreasing funding from the System Development Charges by \$25,000 and Reserves by \$25,000. The final breakdown for the \$300,000 funding commitment was:

- \$ 50,000 Affordable Housing
- \$ 75,000 Transient Room Tax (3 to 7 years)
- \$ 25,000 SDC waivers
- \$100,000 Forgivable Loan Program
- \$ 12,500 Public Outreach
- \$ 25,000 Cash Reserves
- \$ 12,500 Small amounts from various budgeted line items

WORKSHOP MEETING MINUTES  
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**City Manager Allen** noted the Council would still be able to fund a forgivable loan if a viable application was received and the final breakdown of funds would not burden citizens or future Council's with debt.

- **Director Davenport** introduced BreAnne McConkie, the City's recently hired Senior Planner.
- The **Council** voiced support for the draft letter to Karen Friend at Central Oregon Intergovernmental Council (COIC) indicating they were in favor of the proposed legislation for funding of the Cascade East Transit (CET) program.

The meeting was adjourned at 6:53 p.m.

  
Kathy Nelson, City Recorder

\_\_\_\_\_  
Nancy Connolly, Council President

REGULAR MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
SEPTEMBER 22, 2016

**MEMBERS PRESENT:**

Nancy Connolly      Council President  
David Asson          Councilor  
Amy Burgstahler      Councilor  
Andrea Blum          Councilor

**STAFF PRESENT:**

Rick Allen            City Manager  
Alan Dale            City Attorney  
Paul Bertagna        PW Director  
Patrick Davenport    CDD Director  
Joe O'Neill           Finance Officer  
Kathy Nelson         City Recorder

**I. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

The meeting was called to order by Council President Connolly at 7:00 p.m.

**II. VISITOR COMMUNICATION**

**Darrin Root, Sisters, OR 97759**

**Mr. Root** distributed photos of the lot adjacent to his home stating he had been dealing with the issues related to the property for a year and a half. He reported the property owner moved a trailer onto the lot to use as a get-away. He stated the owner stays anywhere from one night to a few weeks at a time. He noted in working with the City to improve the situation, he had been told the trailer violated various Municipal Code and Development Code regulations. He stated City staff had also told him their hands were tied due to a lack of resources. He reported when staff had sent letters about the weeds, the owner had cut them down but not cleaned them up and consequently they had blown all over his yard. He stated the trailer had not been registered since 2009 and there were coolers and furniture strewn around the property. He reported a neighbor had recently viewed the owner using a composting toilet in the yard. He stated the owner had also begun using a generator. **Mr. Root** requested the City's help in addressing this and similar situations and provide the resources necessary to enforce the City's codes.

**Duke, Perrin, Sisters, OR 97759**

**Mr. Perrin** stated he lived across the street from the property Mr. Root had just discussed and reiterated his concerns. He stated he felt it was a bad atmosphere as he had repeatedly heard loud and inappropriate language used in front of the children at the site. He reported he has always maintained a pristine home site but had recently had a very difficult time selling his home and had lost money due to the eyesore across the street.

**David Douthit, Sisters, OR 97759**

**Mr. Douthit** stated he was in attendance to discuss the Eagle Air boundary situations. He noted he was co-owner of some property on Barclay Drive. He stated recent reports in the newspaper had indicated that if the airport were to receive approval of its request to the Oregon Department of Aviation (ODA) to be added to the list of recognized airports, it would supersede all city and county land use standards. He stated he felt this action would

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be detrimental to his property and would constitute a material adverse change. He stated it could create an exception to the title and would add two additional layers, both Eagle Airport and the ODA's approval, to any land use application. He stated Mr. Benson, owner of Eagle Airport had indicated he had a lease on a large piece of agricultural land next to his property and questioned why. **Mr. Douthit** requested the Council investigate the impacts to the following issues; title reports, how lenders would view funding requests for development of property, what Mr. Benson's intentions are for the leased property and inform ODA the City was not surrendering its rights.

#### IV. OTHER BUSINESS

**Council President Connolly** stated she was moving the Street Closure request scheduled under *Other Business* prior to moving to the consent agenda.

##### B. Road Closure Request – Harvest Festival

**Jeri Buckman** with the Sisters Chamber of Commerce stated she was in attendance to request approval from the Council to close Main Avenue from Elm Street to Larch Street for the Harvest Faire scheduled for October 8<sup>th</sup> and 9<sup>th</sup>. She stated the road would be closed a portion of Friday for set-up and open up around 5:30 p.m. on Sunday after the event was packed up. She noted alleys would remain fully accessible to insure surrounding businesses were not impacted and could still receive deliveries. She reported to have spoken with potentially impacted businesses. The **Council** gave permission for the road closure.

#### III. CONSENT AGENDA

##### A. Minutes

1. September 08, 2016 – Workshop
2. September 08, 2016 – Regular Meeting

##### B. Bills to Approve

1. September Accounts Payable

##### C. Liquor License Application – Cascade Trailstop Market

**City Recorder Nelson** informed the Council there was an additional page of accounts payable and a recently received liquor license application had been added to the consent agenda.

**Councilor Burgstahler** moved to approve the consent agenda with the additional accounts payable and liquor license. **Councilor Blum** seconded the motion. The motion carried unanimously.

**IV. STAFF REPORTS**

**A. Deschutes County Sheriff's Office**

**Sergeant Harding** provided a briefing on the Sheriff's report and asked for questions. **Councilor Blum** asked if a security check was when the Sheriff's Office received a call on suspicious activity near a home or business and sent a deputy to check out the situation. **Sgt. Harding** explained it was not and that security checks were a pro-active enforcement function when deputies were on foot patrol and checking to make certain doors to businesses were locked. He noted a call about suspicious activity would be a different type of call requiring a more immediate response.

**V. COUNCIL BUSINESS**

**A. Public Hearing and Consideration of Ordinance No. 471: AN ORDINANCE AMENDING THE CITY OF SISTERS DEVELOPMENT CODE, CHAPTER 4.6 CLUSTER DEVELOPMENTS, AND CHAPTER 4.2 SITE PLAN REVIEW, SECTION 4.2.200 APPLICABILITY**

**Council President Connolly** read from the public hearing script for Ordinance No. 471, stating it was an ordinance amending the Sisters Development Code Chapter 4.6 Cluster Developments, and Chapter 4.2 Site Plan Review, Section 4.2.000 Applicability. She called the hearing to order. She described how the hearing would be conducted and how to provide testimony. She asked for disclosures from the City Council and there were none. There were no members of the audience that wished to challenge the ability of any member of the Council to hear the matter. **Council President Connolly** asked for the staff report to be presented.

**Director Davenport** reported no correspondence had been received. He stated staff had realized the section in the Development Code related to cluster development was cumbersome with instances of overly strict requirements and unclear language. He stated staff had worked to address these issues by making recommendations to amend the Development Code. He reported the Planning Commission held three workshops and a joint workshop with the Council to discuss the issues. He summarized the recommended changes of significance:

- Small scale additions to an existing floor plan could be processed without requiring a site plan application
- Revise the title of the Chapter from Cluster Developments to Cottage Developments.
- Clarify that cottage housing is not intended for in-fill on smaller parcels without an approved master plan.
- Allow a density bonus of up to 25% for a cottage dwelling development in the residential district.
- Raise the maximum area to 1250 square feet.
- Eliminate the requirement for a community building.
- Revise garage and parking requirements

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- Reduce the time to expiry from three to two years.

**Director Davenport** reported the Planning Commission had unanimously recommended approval of the recommended amendments.

**Council President Connolly** asked if the Council had questions. **Councilor Burgstahler** voiced concern with the parking requirements, in particular the requirement for only 1.5 parking spaces for a two bedroom cottage. **Director Davenport** explained that buyers of two bedroom cottages would be aware of the parking situation and determine whether it worked for them. **Councilor Burgstahler** stated she was concerned with impacts to the neighborhood and aesthetics. **Director Davenport** replied the issue of parking was discussed extensively by the Planning Commission and it was acknowledge that some owners of cottages would be using street parking. He agreed it was the bare minimum parking requirement but also had confidence it would work. **Councilor Burgstahler** suggested the requirement should not be for the bare minimum and stated she was concerned with density and would prefer parking requirements that were more stringent.

**Council President Connolly** asked if there was anyone that wished to testify on the matter.

**Peter Hall, Bend, OR**

**Mr. Hall** stated he was the developer of a proposed nine cottage project and had worked a long time with the Planning Commission and Director Davenport to make sure the changes were appropriate and realistic. He reported he had used an architect well-versed in cottage development and had looked at a number of different parking scenarios. He reported his particular project would have both driveway and street parking. He noted the City's requirement to build 68 foot wide streets provided adequate space for on-street parking. He noted on-street parking had proven to be effective in slowing down traffic in residential areas. He requested the Council approve the amendments so he could move forward on his project stating there was demand for cottages at this time.

**Councilor Asson** stated he had no concerns with the parking requirements and **Councilor Blum** stated she would like to see how it works since a lot of people had spent a great deal of time working on these amendments. She stated if the cottages were attractive and affordable, she would like to give them a try.

**Council President Connolly** asked if staff had any additional comments. **Director Davenport** reported the parking requirements for cottages mirrored the parking requirements for apartments. **Councilor Burgstahler** noted people lived in apartments far differently than in single family homes.

**Council President Connolly** informed the Council it had the option of closing the hearing or continuing the hearing to a date certain, which in turn would allow the record to remain open for written testimony until that date. She asked how the Council would like to proceed and

the **Council** opted to have the hearing close. **Council President Connolly** closed the public hearing.

***Councilor Blum** moved to approve Ordinance 471 amending the City of Sisters Development Code, Chapter 4.6 Cluster Developments, and Chapter 4.2 Site Plan Review, Section 4.2.200 Applicability, by title only. **Councilor Asson** seconded the motion. The motion carried with a vote of three to one. **Councilor Blum, Councilor Asson and Council President Connolly** voted in support of the motion and **Councilor Burgstahler** moved against the motion.*

The second reading was scheduled for the October 8, 2016 regular meeting.

**B. Discussion and Consideration of a Resolution No. 2016-08: A RESOLUTION ADOPTING THE CITY OF SISTERS REPRESENTATION IN THE UPDATES TO THE DESCHUTES COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN**

**Director Bertagna** stated the document before the Council was the plan discussed during the workshop.

***Councilor Blum** moved to approve Resolution No. 2016-08 adopting the City of Sisters representation in the updates to the Deschutes County multi-jurisdictional Natural Hazards Mitigation Plan. **Councilor Burgstahler** seconded the motion. The motion carried unanimously.*

**VI. OTHER BUSINESS - continued**

**A. City Parks Advisory Board Appointments**

**Council President Connolly** appointed Carla Merrill and Jeff Tryens to the City Parks Advisory Board. The **Council** concurred.

**VII. MAYOR/COUNCILOR BUSINESS**

- **City Manager Allen** stated staff would continue to work on the issue of the trailer brought to the Council's attention during visitor communication. He reported staff had taken steps in hopes of gaining compliance from the property owner which had not been successful. He stated when a property owner did not want to comply it could be a long and arduous process. To force compliance.
- **City Manager Allen** reported the Justice Court had ruled on the City's behalf with regard to the Ky Karnecki case. He stated the judgement indicated the City had done everything correctly. He disclosed Mr. Karnecki was fined a total of \$3,000 that would be suspended on the condition that he did not violate the Sisters Development Code for the next 24 months. Based on the decision, the City's legal counsel will be asking for a summary dismissal of the federal case.

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- **Councilor Burgstahler** asked how the City would make certain the recently approved McKenzie Ridge Lodging units would be used as rental units only and not become permanent housing units. She asked what options the City would have if it discovered the units were being used as housing units. **Director Davenport** replied the City tracks transient room tax receipts as well as observing businesses if complaints are lodged. He stated if it was discovered the units were being used inappropriately, then the normal steps to have the property come into compliance would be taken which included personal contacts and letters. He added that forced compliance accessed fines and required a legal process to collect them. He stated if the units were being used as residential units it would be a zoning violation. He stated the project's conditions of approval stipulated the units could only be used as lodging units.
- **City Manager Allen** reported he would be working with Attorney Garrett Chrostek from Bryant, Lovlien & Jarvis on an update of the City's Municipal Code. He noted this would include edits to many ordinances and revocation of others.
- **City Recorder Nelson** reported no applications had been received for the open temporary City Council position so far. Interviews with the two candidates on the General Election ballot not currently serving on the Council will be scheduled to determine if one should be appointed to the Council prior to the election.
- There was discussion about when the public would be given the opportunity to provide feedback on the adopted changes to the transient merchant ordinance and set-back requirements once the primary events season was over for the year. **City Manager Allen** suggested a public hearing be held at the October 27th meeting and the **Council** was agreeable to the date.

VIII. ADJOURN – 8:34 p.m.

  
Kathy Nelson, City Recorder

\_\_\_\_\_  
Nancy Connolly, Council President

PACKET: 02559 10/13/2016 AP KK  
 VENDOR SET: 01 CITY OF SISTERS  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

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01-1052	AMERICAN CONCRETE COMPANY					
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I-58361		ASPHALT CUTTING-COTTAGE LN	188.80			
9/12/2016	AP-US	DUE: 9/12/2016 DISC: 9/12/2016		1099: N		
		ASPHALT CUTTING-COTTAGE LN		03 5-00-749	STREET MAINTENANCE	188.80
		=== VENDOR TOTALS ===	188.80			
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01-0018	BAXTER AUTO PARTS					
<hr/>						
C-28-546132		CORE RETURN-NASON	50.00CR			
9/23/2016	AP-US	DUE: 9/23/2016 DISC: 9/23/2016		1099: N		
		CORE RETURN-NASON		01 5-03-796	VEHICLE MAINTENANCE	2.49CR
		CORE RETURN-NASON		01 5-05-796	VEHICLE MAINTENANCE	5.00CR
		CORE RETURN-NASON		02 5-00-796	VEHICLE MAINTENANCE	15.00CR
		CORE RETURN-NASON		03 5-00-796	VEHICLE MAINTENANCE	25.00CR
		CORE RETURN-NASON		05 5-00-796	VEHICLE MAINTENANCE	2.51CR
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I-28-545687		DUMP TRUCK MAINTENANCE	37.08			
9/19/2016	AP-US	DUE: 10/15/2016 DISC: 10/10/2016	0.74CR	1099: N		
		DUMP TRUCK MAINTENANCE		03 5-00-796	VEHICLE MAINTENANCE	12.36
		DUMP TRUCK MAINTENANCE		02 5-00-796	VEHICLE MAINTENANCE	12.36
		DUMP TRUCK MAINTENANCE		05 5-00-796	VEHICLE MAINTENANCE	12.36
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I-28-545905		WIPER BLADES-JEEP CHEROKEE'S	31.88			
9/21/2016	AP-US	DUE: 10/15/2016 DISC: 10/10/2016	0.64CR	1099: N		
		WIPER BLADES-JEEP CHEROKEE'S		01 5-03-796	VEHICLE MAINTENANCE	31.88
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I-28-545945		VEHICLE MAINT-NASON	180.34			
9/22/2016	AP-US	DUE: 10/15/2016 DISC: 10/10/2016	3.61CR	1099: N		
		VEHICLE MAINT-NASON		01 5-03-796	VEHICLE MAINTENANCE	8.98
		VEHICLE MAINT-NASON		01 5-05-796	VEHICLE MAINTENANCE	18.03
		VEHICLE MAINT-NASON		02 5-00-796	VEHICLE MAINTENANCE	54.10
		VEHICLE MAINT-NASON		03 5-00-796	VEHICLE MAINTENANCE	90.17
		VEHICLE MAINT-NASON		05 5-00-796	VEHICLE MAINTENANCE	9.06
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I-28-546041		CALIPER-NASON	102.37			
9/22/2016	AP-US	DUE: 10/15/2016 DISC: 10/10/2016	2.05CR	1099: N		
		CALIPER-NASON		01 5-03-796	VEHICLE MAINTENANCE	5.10
		CALIPER-NASON		01 5-05-796	VEHICLE MAINTENANCE	10.24
		CALIPER-NASON		02 5-00-796	VEHICLE MAINTENANCE	30.71
		CALIPER-NASON		03 5-00-796	VEHICLE MAINTENANCE	51.19
		CALIPER-NASON		05 5-00-796	VEHICLE MAINTENANCE	5.13
		=== VENDOR TOTALS ===	301.67			

ACCOUNT: 02559 10/13/2016 AP KK  
ENDORSET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
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1-0893	BECON LLC					
I-10072016		ENGINEERING SERVICES SETP 201	2,605.00			
10/07/2016	AP-US	DUE: 10/07/2016 DISC: 10/07/2016		1099: Y		
		ENGINEERING SERVICES SETP 2016		02 5-00-713	DEVELOPMENT REVIEW	329.99
		ENGINEERING SERVICES SETP 2016		05 5-00-713	DEVELOPMENT REVIEW	329.99
		ENGINEERING SERVICES SETP 2016		03 5-00-713	DEVELOPMENT REVIEW	165.02
		FACILITIES PAN UPDATE		02 5-00-726	CONTRACTED SERVICES	60.00
		DEQ RECYCLED WATER USE PLAN		05 5-00-726	CONTRACTED SERVICES	1,480.00
		ROUNDAABOUT REVIEW		03 5-00-726	CONTRACTED SERVICES	240.00
		=== VENDOR TOTALS ===	2,605.00			

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1-0373	BEND GARBAGE & RECYCLING					
I-2601952		SHREDDING SERVICES	17.00			
9/28/2016	AP-US	DUE: 9/28/2016 DISC: 9/28/2016		1099: Y		
		SHREDDING SERVICES		01 5-01-714	OFFICE SUPPLIES	2.56
		SHREDDING SERVICES		01 5-02-714	OFFICE SUPPLIES	2.71
		SHREDDING SERVICES		01 5-03-795	SUPPLIES	0.34
		SHREDDING SERVICES		01 5-05-714	OFFICE SUPPLIES	1.53
		SHREDDING SERVICES		01 5-07-714	OFFICE SUPPLIES	4.25
		SHREDDING SERVICES		02 5-00-714	OFFICE SUPPLIES	2.38
		SHREDDING SERVICES		03 5-00-714	OFFICE SUPPLIES	1.35
		SHREDDING SERVICES		05 5-00-714	OFFICE SUPPLIES	1.88
		=== VENDOR TOTALS ===	17.00			

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1-0719	BEND OIL CO., INC.					
I-161276		FUEL SEPTEMBER 2016	907.05			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		FUEL SEPTEMBER 2016		01 5-03-755	GAS/OIL	93.26
		FUEL SEPTEMBER 2016		01 5-05-755	GAS/OIL	108.37
		FUEL SEPTEMBER 2016		02 5-00-755	GAS/OIL	176.09
		FUEL SEPTEMBER 2016		03 5-00-755	GAS/OIL	321.23
		FUEL SEPTEMBER 2016		05 5-00-755	GAS/OIL	208.10
		=== VENDOR TOTALS ===	907.05			

=====						
1-0716	BI-MART CORPORATION					
I-5775		GLOVES, TOWELS	13.51			
10/04/2016	AP-US	DUE: 10/04/2016 DISC: 10/04/2016		1099: N		
		GLOVES, TOWELS		03 5-00-795	SUPPLIES	13.51
		=== VENDOR TOTALS ===	13.51			

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 VENDOR SET: 01 CITY OF SISTERS  
 SEQUENCE : ALPHABETIC  
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01-0172	BMS TECHNOLOGIES					
I-50398		UT BILLING SEPTEMBER 2016	603.97			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: Y		
		UT BILLING SEPTEMBER 2016		02 5-00-715	POSTAGE	301.99
		UT BILLING SEPTEMBER 2016		05 5-00-715	POSTAGE	301.98
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I-50399		ONLINE BILL PAY OCTOBER 2016	61.78			
10/01/2016	AP-US	DUE: 10/01/2016 DISC: 10/01/2016		1099: Y		
		ONLINE BILL PAY OCTOBER 2016		02 5-00-715	POSTAGE	30.89
		ONLINE BILL PAY OCTOBER 2016		05 5-00-715	POSTAGE	30.89
		=== VENDOR TOTALS ===	665.75			
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01-0053	BRYANT EMERSON, LLP					
I-219372		GENERAL LEGAL FEES-AUGUST 201	196.00			
10/01/2016	AP-US	DUE: 10/01/2016 DISC: 10/01/2016		1099: Y		
		GENERAL LEGAL FEES-AUGUST 2016		01 5-01-777	LEGAL FEES	196.00
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I-219373		LEGAL FEES- KARNECKI AUGUST 1	200.00			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: Y		
		LEGAL FEES- KARNECKI AUGUST 16		01 5-07-777	LEGAL FEES	200.00
		=== VENDOR TOTALS ===	396.00			
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01-1032	BRYANT LOVLIE & JARVIS, ATTOR					
I-157429		LEGAL FEES-GENERAL SEPT 2016	1,390.50			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: Y		
		LEGAL FEES-GENERAL SEPT 2016		01 5-01-777	LEGAL FEES	1,390.50
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I-157430		LEGAL FEES-CDD SEPT 2016	840.00			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: Y		
		LEGAL FEES-CDD SEPT 2016		01 5-07-777	LEGAL FEES	840.00
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I-157431		LEGAL FEES-TRANS MERCH SEPT 2	195.00			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: Y		
		LEGAL FEES-TRANS MERCH SEPT 20		01 5-01-777	LEGAL FEES	195.00
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I-157432		LEGAL FEES-FINANCE SEPT 2016	292.50			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: Y		
		LEGAL FEES-FINANCE SEPT 2016		01 5-02-777	LEGAL FEES	292.50
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I-157433		LEGAL FEES-TRANS MERCH SEPT 1	705.00			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: Y		
		LEGAL FEES-TRANS MERCH SEPT 16		01 5-01-777	LEGAL FEES	705.00

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ACKET: 02559 10/13/2016 AP KK  
 ENDOR SET: 01 CITY OF SISTERS  
 EQUENCE : ALPHABETIC  
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1-1032	BRYANT LOVLIE & JARVIS, ATTOR( ** CONTINUED ** )					
I-157434		LEGAL FEES-GENERAL SEPT 2016	585.00			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: Y		
		LEGAL FEES-GENERAL SEPT 2016		01 5-01-777	LEGAL FEES	585.00
I-157435		LEGAL FEES-CDD SEPT 2016	376.50			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: Y		
		LEGAL FEES-CDD SEPT 2016		01 5-07-777	LEGAL FEES	376.50
I-157436		LEGAL FEES-CM SEPT 2016	627.00			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: Y		
		LEGAL FEES-CM SEPT 2016		01 5-01-777	LEGAL FEES	627.00
		=== VENDOR TOTALS ===	5,011.50			
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1-0047	C & K MARKET INC.					
I-1688904		PW ODOT MEETING	10.68			
9/28/2016	AP-US	DUE: 10/25/2016 DISC: 10/25/2016		1099: N		
		PW ODOT MEETING		03 5-00-793	MEETINGS/WORKSHOPS	10.68
		=== VENDOR TOTALS ===	10.68			
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1-1049	CAMERON BUILDING MAINTENANCE					
I-817		CH CLEANING SERVICE AUGUST 16	475.00			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: Y		
		CH CLEANING SERVICE AUGUST 16		01 5-03-726	CONTRACTED SERVICES	475.00
I-820		CH CLEANING SERVICE SEPT 2016	475.00			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: Y		
		CH CLEANING SERVICE SEPT 2016		01 5-03-726	CONTRACTED SERVICES	475.00
		=== VENDOR TOTALS ===	950.00			
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1-0014	CENTRAL ELECTRIC COOP					
I-0005589700-0916		SISTERS SEWER TREATMENT	3,452.41			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		SISTERS SEWER TREATMENT		05 5-00-743	ELECTRICITY	3,452.41
I-0005591100-0916		ROPE LANE/LIFT STATION	374.33			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		ROPE LANE/LIFT STATION		05 5-00-743	ELECTRICITY	374.33
I-4602923513-0916		ELM/THREE CREEKS WELL	522.30			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		ELM/THREE CREEKS WELL		02 5-00-743	ELECTRICITY	522.30

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PACKET: 02559 10/13/2016 AP KK  
VENDOR SET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #			
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01-0014	CENTRAL ELECTRIC COOP	( ** CONTINUED ** )				
I-4603150100-0916		VILLAGE GREEN RESTROOMS	329.26			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		VILLAGE GREEN RESTROOMS		01 5-05-743	ELECTRICITY	329.26
I-4630200101-0916		600 W HOOD	23.35			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		600 W HOOD		01 5-05-743	ELECTRICITY	23.35
I-5024820101-0916		SISTERS HIGH WELL	1,023.87			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		SISTERS HIGH WELL		02 5-00-743	ELECTRICITY	1,023.87
I-5402923491-0916		FS1605 CHLORINE BLDG	43.20			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		FS1605 CHLORINE BLDG		02 5-00-743	ELECTRICITY	43.20
I-5431540100-0916		68105 PETERSON BURN RD	25.02			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		68105 PETERSON BURN RD		02 5-00-743	ELECTRICITY	25.02
I-8300033500-0916		CREEKSIDE CITY PARK	920.72			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		CREEKSIDE CITY PARK		01 5-05-743	ELECTRICITY	920.72
I-8300170200-0916		W BARCLAY DR LIFT STATION	28.75			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		W BARCLAY DR LIFT STATION		05 5-00-743	ELECTRICITY	28.75
I-8300418800-0916		SEWER TREATMENT/SHOP	55.71			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		SEWER TREATMENT/SHOP		05 5-00-743	ELECTRICITY	55.71
I-8300435700-0916		HAROLD BARCLAY MEM PARK	129.94			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		HAROLD BARCLAY MEM PARK		01 5-05-743	ELECTRICITY	129.94
I-8300550700-0916		LARCH ST PARK	62.05			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		LARCH ST PARK		01 5-05-743	ELECTRICITY	62.05
I-8300593501-0916		5 PINE CAMPUS LIFT STATION	29.93			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		5 PINE CAMPUS LIFT STATION		05 5-00-743	ELECTRICITY	29.93
I-8300695200-0916		1000 S LOCUST ST GATE	24.10			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		1000 S LOCUST ST GATE		05 5-00-743	ELECTRICITY	24.10

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 ENDORSET: 01 CITY OF SISTERS  
 SEQUENCE : ALPHABETIC  
 DELETED TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
I-0014	CENTRAL ELECTRIC COOP	( ** CONTINUED ** )				
I-8301018100-0916		520 E CASCADE AVE/SISTERS CH	465.80			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		520 E CASCADE AVE/SISTERS CH		01 5-03-743	ELECTRICITY	465.80
I-8301034600-0916		VETERANS PARK	28.63			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		VETERANS PARK		01 5-05-743	ELECTRICITY	28.63
I-8301186200-0916		LIBRARY OUTDOOR LIGHTING	55.53			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		LIBRARY OUTDOOR LIGHTING		01 5-03-743	ELECTRICITY	55.53
I-8301301000-0916		990 JANTZEN LN LIFT STATION	29.99			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		990 JANTZEN LN LIFT STATION		05 5-00-743	ELECTRICITY	29.99
I-8301339500-0916		SISTERS PARKWAY RECYCLE CENTE	44.03			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		SISTERS PARKWAY RECYCLE CENTER		01 5-03-743	ELECTRICITY	44.03
I-8301419900-0916		SUN RANCH DR WELL	2,520.14			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		SUN RANCH DR WELL		02 5-00-743	ELECTRICITY	2,520.14
I-8301614400-0916		E CASCADE DECORATIVE LIGHTING	26.51			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		E CASCADE DECORATIVE LIGHTING		03 5-00-743	ELECTRICITY	26.51
I-8301715301-0916		1000 S LOCUST ST PW BLDG	176.37			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		1000 S LOCUST ST PW BLDG		01 5-03-743	ELECTRICITY	176.37
I-8301802201-0916		MAIN ST/DECORATIVE LIGHTING	59.69			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		MAIN ST/DECORATIVE LIGHTING		03 5-00-743	ELECTRICITY	59.69
I-8301966001-0916		150 N FIR ST/FIR ST PARK	102.68			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		150 N FIR ST/FIR ST PARK		01 5-05-743	ELECTRICITY	102.68
I-8302077301-0916		504 E WASHINGTON AVE LIGHTING	27.26			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		504 E WASHINGTON AVE LIGHTING		03 5-00-743	ELECTRICITY	27.26
=== VENDOR TOTALS ===			10,581.57			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0832		CIRCLE OF FRIENDS				
I-09232016		PUBLIC EVENT DEPOSIT REFUND	100.00			
10/07/2016	AP-US	DUE: 10/07/2016 DISC: 10/07/2016		1099: N		
		PUBLIC EVENT DEPOSIT REFUND		01 2-00-162	DEPOSITS - SPECIAL EVENT	100.00
		=== VENDOR TOTALS ===	100.00			
=====						
01-0706		COSTCO MEMBERSHIP				
I-000111780210956-16		COSTCO MEMBERSHIP NOV 2016	110.00			
10/03/2016	AP-US	DUE: 10/03/2016 DISC: 10/03/2016		1099: N		
		COSTCO MEMBERSHIP NOV 2016		01 5-01-733	DUES & SUBSCRIPTIONS	110.00
		=== VENDOR TOTALS ===	110.00			
=====						
01-0024		CURTS ELECTRIC				
I-4644		SPACE #3-ON PARK GFI	103.30			
9/01/2016	AP-US	DUE: 9/01/2016 DISC: 9/01/2016		1099: N		
		SPACE #3-ON PARK GFI		01 5-05-786	PARK MAINTENANCE	103.30
I-4655		VG IRRIGATON GFI	92.65			
9/01/2016	AP-US	DUE: 9/01/2016 DISC: 9/01/2016		1099: N		
		VG IRRIGATON GFI		01 5-05-786	PARK MAINTENANCE	92.65
I-4656		5 PINE PUMP STATION	75.00			
9/01/2016	AP-US	DUE: 9/01/2016 DISC: 9/01/2016		1099: N		
		5 PINE PUMP STATION		05 5-00-787	SEWER SYSTEM REPAIRS	75.00
I-4662		ON PARK PARTS	436.98			
9/09/2016	AP-US	DUE: 9/09/2016 DISC: 9/09/2016		1099: N		
		ON PARK PARTS		01 5-05-795	SUPPLIES	436.98
I-4667		VILLAGE GREEN AMP SERVICE	2,530.90			
9/01/2016	AP-US	DUE: 9/01/2016 DISC: 9/01/2016		1099: N		
		VILLAGE GREEN AMP SERVICE		01 5-05-786	PARK MAINTENANCE	2,530.90
		=== VENDOR TOTALS ===	3,238.83			
=====						
01-1031		DAVID C. ALLEN ATTORNEY AT LAW				
I-09232016		LEGAL FEES-CDD SEPTEMBER 2016	2,242.00			
9/23/2016	AP-US	DUE: 9/23/2016 DISC: 9/23/2016		1099: Y		
		LEGAL FEES-CDD SEPTEMBER 2016		01 5-07-777	LEGAL FEES	2,242.00
		=== VENDOR TOTALS ===	2,242.00			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
I-0063	DCBS -	FISCAL SERVICES				
I-09302016		3RD QTR 2016 GOV'T SURCHARGE	2,812.20			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		3RD QTR 2016 GOV'T SURCHARGE		01 5-07-302	STATE BUILDING FEES	2,812.20
		=== VENDOR TOTALS ===	2,812.20			

I-0322	DESCHUTES COUNTY ROAD DEPARTME					
I-171058		CHIP SEAL	72,554.03			
9/26/2016	AP-US	DUE: 9/26/2016 DISC: 9/26/2016		1099: N		
		CHIP SEAL		03 5-00-749	STREET MAINTENANCE	72,554.03
I-171059		STRIPING	3,902.52			
9/26/2016	AP-US	DUE: 9/26/2016 DISC: 9/26/2016		1099: N		
		STRIPING		03 5-00-749	STREET MAINTENANCE	3,902.52
I-171061		CRACK SEAL MATERIAL	1,732.50			
9/28/2016	AP-US	DUE: 9/28/2016 DISC: 9/28/2016		1099: N		
		CRACK SEAL MATERIAL		03 5-00-749	STREET MAINTENANCE	1,732.50
		=== VENDOR TOTALS ===	78,189.05			

I-0101	DESCHUTES COUNTY SHERIFF'S DEP					
I-10012016		SHERIFF SERVICES OCTOBER 2016	47,140.67			
10/01/2016	AP-US	DUE: 10/01/2016 DISC: 10/01/2016		1099: N		
		SHERIFF SERVICES OCTOBER 2016		01 5-06-783	DCSD - POLICING SERVICES	47,140.67
		=== VENDOR TOTALS ===	47,140.67			

I-1001	EDGE ANALYTICAL, INC.					
I-16-23551		WATER SAMPLE	33.00			
9/22/2016	AP-US	DUE: 9/22/2016 DISC: 9/22/2016		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00
I-16-24936		WATER SAMPLE	33.00			
10/06/2016	AP-US	DUE: 10/06/2016 DISC: 10/06/2016		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00
		=== VENDOR TOTALS ===	66.00			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0909	FASTENAL					
I-ORBEN104055		GLOVES, PAINT	347.68			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		GLOVES, PAINT		01 5-03-795	SUPPLIES	38.25
		GLOVES, PAINT		01 5-05-795	SUPPLIES	55.62
		GLOVES, PAINT		02 5-00-795	SUPPLIES	86.92
		GLOVES, PAINT		03 5-00-795	SUPPLIES	93.89
		GLOVES, PAINT		05 5-00-795	SUPPLIES	73.00
		=== VENDOR TOTALS ===	347.68			
=====						
01-0028	FERGUSON ENTERPRISES, INC.					
I-537740		LEAK CLAMPS	373.88			
9/08/2016	AP-US	DUE: 9/08/2016 DISC: 9/08/2016		1099: N		
		LEAK CLAMPS		02 5-00-779	WATER SYSTEM REPAIRS	373.88
I-541793		3/4" METERS	1,768.58			
9/09/2016	AP-US	DUE: 9/09/2016 DISC: 9/09/2016		1099: N		
		3/4" METERS		02 5-00-788	METERS & PARTS	1,768.58
I-543099		METER BUSHINGS	368.60			
9/15/2016	AP-US	DUE: 9/15/2016 DISC: 9/15/2016		1099: N		
		METER BUSHINGS		02 5-00-788	METERS & PARTS	368.60
		=== VENDOR TOTALS ===	2,511.06			
=====						
01-0565	GSI WATER SOLUTIONS, INC.					
I-0283.004-70		CITY WATER RIGHTS	219.00			
9/14/2016	AP-US	DUE: 9/14/2016 DISC: 9/14/2016		1099: N		
		CITY WATER RIGHTS		02 5-00-726	CONTRACTED SERVICES	219.00
		=== VENDOR TOTALS ===	219.00			
=====						
01-0699	HCD					
I-10052016		HCD ACCOUNT #7153961	47.68			
10/05/2016	AP-US	DUE: 10/05/2016 DISC: 10/05/2016		1099: N		
		HCD ACCOUNT #7153961		01 5-08-311	COMMUNITY SERVICES GRANT	47.68
I-2312746		MASTER BILLING SEPTEMBER 2016	706.79			
9/28/2016	AP-US	DUE: 9/28/2016 DISC: 9/28/2016		1099: N		
		MASTER BILLING SEPTEMBER 2016		01 5-08-309	CITY MANAGED ACCOUNTS	706.79
		=== VENDOR TOTALS ===	754.47			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
-0302		HIGH DESERT AGGREGATE & PAVING				
I-4467-2		COTTAGE LN PATCHING	3,190.00			
9/23/2016	AP-US	DUE: 9/23/2016 DISC: 9/23/2016		1099: N		
		COTTAGE LN PATCHING		03 5-00-749	STREET MAINTENANCE	3,190.00
		=== VENDOR TOTALS ===	3,190.00			
-0017		HOYT'S HARDWARE				
I-460951		CEDAR FENCING	11.55			
9/02/2016	AP-US	DUE: 9/02/2016 DISC: 9/02/2016		1099: N		
		CEDAR FENCING		01 5-05-786	PARK MAINTENANCE	11.55
I-461091		GLUE,CLAMPS-CHAMBER BENCH	223.72			
9/06/2016	AP-US	DUE: 9/06/2016 DISC: 9/06/2016		1099: N		
		GLUE,CLAMPS-CHAMBER BENCH		01 5-03-781	CHAMBER BLDG MAINTENANCE	223.72
I-461123		BUSHING SET	19.99			
9/06/2016	AP-US	DUE: 9/06/2016 DISC: 9/06/2016		1099: N		
		BUSHING SET		05 5-00-746	SMALL TOOLS & EQUIPMENT	3.80
		BUSHING SET		02 5-00-746	SMALL TOOLS & EQUIPMENT	4.20
		BUSHING SET		03 5-00-746	SMALL TOOLS & EQUIPMENT	5.38
		BUSHING SET		01 5-05-746	SMALL TOOLS & EQUIPMENT	4.00
		BUSHING SET		01 5-03-746	SMALL TOOLS & EQUIPMENT	2.61
I-461304		CEDAR WOOD-CHAMBER TABLE	102.19			
9/08/2016	AP-US	DUE: 9/08/2016 DISC: 9/08/2016		1099: N		
		CEDAR WOOD-CHAMBER TABLE		01 5-03-781	CHAMBER BLDG MAINTENANCE	102.19
I-461454		SCREWS, ANCHORS	12.19			
9/09/2016	AP-US	DUE: 9/09/2016 DISC: 9/09/2016		1099: N		
		SCREWS, ANCHORS		01 5-05-786	PARK MAINTENANCE	12.19
I-461488		ROPE,EYE BOLTS	25.76			
9/09/2016	AP-US	DUE: 9/09/2016 DISC: 9/09/2016		1099: N		
		ROPE,EYE BOLTS		01 5-05-795	SUPPLIES	25.76
I-461664		2X4'S-PWHQ CABINET	101.41			
9/12/2016	AP-US	DUE: 9/12/2016 DISC: 9/12/2016		1099: N		
		2X4'S-PWHQ CABINET		01 5-03-788	PWHQ MAINTENANCE	101.41
I-461912		CHAIN,EYE BOLTS	144.10			
9/14/2016	AP-US	DUE: 9/14/2016 DISC: 9/14/2016		1099: N		
		CHAIN,EYE BOLTS		01 5-03-784	MAINTENANCE RECYCLE CENT	144.10
I-462171		4X4, CHAIN	61.19			
9/16/2016	AP-US	DUE: 9/16/2016 DISC: 9/16/2016		1099: N		
		4X4, CHAIN		01 5-05-786	PARK MAINTENANCE	61.19

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0017	HOYT'S HARDWARE	( ** CONTINUED ** )				
I-463667		CONCRETE	241.20			
10/03/2016	AP-US	DUE: 10/03/2016 DISC: 10/03/2016		1099: N		
		CONCRETE		03 5-00-762	STREET SIGNS	241.20
=== VENDOR TOTALS ===			943.30			
01-0103	LEAGUE OF OREGON CITIES					
I-18871		CITY RECORDER JOB POSTING	20.00			
9/21/2016	AP-US	DUE: 9/21/2016 DISC: 9/21/2016		1099: N		
		CITY RECORDER JOB POSTING		01 5-01-704	RECRUITMENT	20.00
=== VENDOR TOTALS ===			20.00			
01-0011	LUTTON'S HARDWARE					
I-1433		PAINT PADS	14.28			
9/02/2016	AP-US	DUE: 9/02/2016 DISC: 9/02/2016		1099: N		
		PAINT PADS		01 5-05-786	PARK MAINTENANCE	14.28
I-2800		VALVE BOX	12.99			
9/07/2016	AP-US	DUE: 9/07/2016 DISC: 9/07/2016		1099: N		
		VALVE BOX		01 5-05-786	PARK MAINTENANCE	12.99
I-2822		RAKES, BROOM	65.97			
9/07/2016	AP-US	DUE: 9/07/2016 DISC: 9/07/2016		1099: N		
		RAKES, BROOM		05 5-00-746	SMALL TOOLS & EQUIPMENT	12.55
		RAKES, BROOM		02 5-00-746	SMALL TOOLS & EQUIPMENT	13.87
		RAKES, BROOM		03 5-00-746	SMALL TOOLS & EQUIPMENT	17.77
		RAKES, BROOM		01 5-05-746	SMALL TOOLS & EQUIPMENT	13.21
		RAKES, BROOM		01 5-03-746	SMALL TOOLS & EQUIPMENT	8.57
I-2917		BUKETS, BROOM	25.97			
9/07/2016	AP-US	DUE: 9/07/2016 DISC: 9/07/2016		1099: N		
		BUKETS, BROOM		05 5-00-746	SMALL TOOLS & EQUIPMENT	4.94
		BUKETS, BROOM		02 5-00-746	SMALL TOOLS & EQUIPMENT	5.46
		BUKETS, BROOM		03 5-00-746	SMALL TOOLS & EQUIPMENT	6.99
		BUKETS, BROOM		01 5-05-746	SMALL TOOLS & EQUIPMENT	5.20
		BUKETS, BROOM		01 5-03-746	SMALL TOOLS & EQUIPMENT	3.38
I-2984		EYE BOLTS	28.82			
9/07/2016	AP-US	DUE: 9/07/2016 DISC: 9/07/2016		1099: N		
		EYE BOLTS		01 5-05-786	PARK MAINTENANCE	28.82
I-3123		MOPHEAD, SPRAYER, TOWELS	60.42			
9/08/2016	AP-US	DUE: 9/08/2016 DISC: 9/08/2016		1099: N		
		MOPHEAD, SPRAYER, TOWELS		01 5-05-795	SUPPLIES	60.42

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
I-0011	LUTTON'S HARDWARE	( ** CONTINUED ** )				
I-3195		WASP SPRAY	11.98			
9/08/2016	AP-US	DUE: 9/08/2016 DISC: 9/08/2016		1099: N		
		WASP SPRAY		01 5-05-795	SUPPLIES	11.98
I-3483		NYLON ROPE	194.55			
9/09/2016	AP-US	DUE: 9/09/2016 DISC: 9/09/2016		1099: N		
		NYLON ROPE		01 5-05-795	SUPPLIES	194.55
I-3487		QUICK LINK HARDWARE	26.34			
9/09/2016	AP-US	DUE: 9/09/2016 DISC: 9/09/2016		1099: N		
		QUICK LINK HARDWARE		01 5-05-786	PARK MAINTENANCE	26.34
I-3512		NYLON ROPE	118.80			
9/09/2016	AP-US	DUE: 9/09/2016 DISC: 9/09/2016		1099: N		
		NYLON ROPE		01 5-05-795	SUPPLIES	118.80
I-40		RUBBER MALLET, BAR	54.69			
9/02/2016	AP-US	DUE: 9/02/2016 DISC: 9/02/2016		1099: N		
		RUBBER MALLET, BAR		05 5-00-746	SMALL TOOLS & EQUIPMENT	10.40
		RUBBER MALLET, BAR		02 5-00-746	SMALL TOOLS & EQUIPMENT	11.49
		RUBBER MALLET, BAR		03 5-00-746	SMALL TOOLS & EQUIPMENT	14.73
		RUBBER MALLET, BAR		01 5-05-746	SMALL TOOLS & EQUIPMENT	10.95
		RUBBER MALLET, BAR		01 5-03-746	SMALL TOOLS & EQUIPMENT	7.12
I-4557		MOUNTING TAPE	7.98			
9/13/2016	AP-US	DUE: 9/13/2016 DISC: 9/13/2016		1099: N		
		MOUNTING TAPE		01 5-05-795	SUPPLIES	7.98
I-4561		BLADES, PLIERS	39.98			
9/13/2016	AP-US	DUE: 9/13/2016 DISC: 9/13/2016		1099: N		
		BLADES, PLIERS		05 5-00-746	SMALL TOOLS & EQUIPMENT	7.60
		BLADES, PLIERS		02 5-00-746	SMALL TOOLS & EQUIPMENT	8.40
		BLADES, PLIERS		03 5-00-746	SMALL TOOLS & EQUIPMENT	10.77
		BLADES, PLIERS		01 5-05-746	SMALL TOOLS & EQUIPMENT	8.00
		BLADES, PLIERS		01 5-03-746	SMALL TOOLS & EQUIPMENT	5.21
I-4631		HOLE SAWS	26.98			
9/13/2016	AP-US	DUE: 9/13/2016 DISC: 9/13/2016		1099: N		
		HOLE SAWS		05 5-00-746	SMALL TOOLS & EQUIPMENT	5.13
		HOLE SAWS		02 5-00-746	SMALL TOOLS & EQUIPMENT	5.67
		HOLE SAWS		03 5-00-746	SMALL TOOLS & EQUIPMENT	7.27
		HOLE SAWS		01 5-05-746	SMALL TOOLS & EQUIPMENT	5.40
		HOLE SAWS		01 5-03-746	SMALL TOOLS & EQUIPMENT	3.51
I-5185		PUSH BROOMS	45.94			
9/15/2016	AP-US	DUE: 9/15/2016 DISC: 9/15/2016		1099: N		
		PUSH BROOMS		05 5-00-746	SMALL TOOLS & EQUIPMENT	8.74
		PUSH BROOMS		02 5-00-746	SMALL TOOLS & EQUIPMENT	9.66
		PUSH BROOMS		03 5-00-746	SMALL TOOLS & EQUIPMENT	12.37
		PUSH BROOMS		01 5-05-746	SMALL TOOLS & EQUIPMENT	9.20

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PACKET: 02559 10/13/2016 AP KK  
VENDOR SET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0011	LUTTON'S HARDWARE	( ** CONTINUED ** )				
		PUSH BROOMS		01 5-03-746	SMALL TOOLS & EQUIPMENT	5.97
I-6485		PINESOL,WINDEX,CLEANER	62.94			
9/21/2016	AP-US	DUE: 9/21/2016 DISC: 9/21/2016		1099: N		
		PINESOL,WINDEX,CLEANER		01 5-05-795	SUPPLIES	62.94
I-6623		STREET SIGN HARDWARE	56.29			
9/21/2016	AP-US	DUE: 9/21/2016 DISC: 9/21/2016		1099: N		
		STREET SIGN HARDWARE		03 5-00-762	STREET SIGNS	56.29
I-7728		STREET SUPPLIES	40.43			
9/26/2016	AP-US	DUE: 9/26/2016 DISC: 9/26/2016		1099: N		
		STREET SUPPLIES		03 5-00-795	SUPPLIES	40.43
I-8371		OIL SPILL CLEAN UP	58.95			
9/28/2016	AP-US	DUE: 9/28/2016 DISC: 9/28/2016		1099: N		
		OIL SPILL CLEAN UP		03 5-00-795	SUPPLIES	58.95
I-871		SNAP LINKS	6.58			
9/01/2016	AP-US	DUE: 9/01/2016 DISC: 9/01/2016		1099: N		
		SNAP LINKS		01 5-05-786	PARK MAINTENANCE	6.58
I-988		90 ELBOW	4.47			
9/01/2016	AP-US	DUE: 9/01/2016 DISC: 9/01/2016		1099: N		
		90 ELBOW		01 5-05-786	PARK MAINTENANCE	4.47
=== VENDOR TOTALS ===			965.35			

01-0143	NORCO					
I-19525699		20#	19.80			
10/01/2016	AP-US	DUE: 10/01/2016 DISC: 10/01/2016		1099: N		
		20#		01 5-03-795	SUPPLIES	2.18
		20#		01 5-05-795	SUPPLIES	3.17
		20#		02 5-00-795	SUPPLIES	4.95
		20#		03 5-00-795	SUPPLIES	5.35
		20#		05 5-00-795	SUPPLIES	4.15
=== VENDOR TOTALS ===			19.80			

01-1	MISC VENDOR					
I-09262016		OBSIDIAN PROPERTY MANAGEMENT:	10,670.18			
10/01/2016	AP-US	DUE: 10/01/2016 DISC: 10/01/2016		1099: N		
		PERFORMANCE BOND RELEASE		03 2-00-163	DEPOSITS-PERFORMANCE BON	10,670.18
=== VENDOR TOTALS ===			10,670.18			

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ACCOUNT: 02559 10/13/2016 AP KK

ENDORSET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

JE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
1-0971		OCCUPATIONAL MEDICINE AT THE C				
I-41540		UA TEST-NASON	33.00			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: Y		
		UA TEST-NASON		01 5-03-771	MEDICAL TESTING & SERVIC	1.64
		UA TEST-NASON		01 5-05-771	MEDICAL TESTING & SERVIC	3.30
		UA TEST-NASON		02 5-00-771	MEDICAL TESTING & SERVIC	9.90
		UA TEST-NASON		03 5-00-771	MEDICAL TESTING & SERVIC	16.50
		UA TEST-NASON		05 5-00-771	MEDICAL TESTING & SERVIC	1.66
		=== VENDOR TOTALS ===	33.00			

1-0515 OFFICEMAX

I-020965		KLEEZEX, SANITIZER, MOUSEPAD	58.96			
9/19/2016	AP-US	DUE: 9/19/2016 DISC: 9/19/2016		1099: N		
		KLEEZEX, SANITIZER, MOUSEPAD		01 5-01-714	OFFICE SUPPLIES	8.87
		KLEEZEX, SANITIZER, MOUSEPAD		01 5-02-714	OFFICE SUPPLIES	9.39
		KLEEZEX, SANITIZER, MOUSEPAD		01 5-03-795	SUPPLIES	1.17
		KLEEZEX, SANITIZER, MOUSEPAD		01 5-05-714	OFFICE SUPPLIES	5.30
		KLEEZEX, SANITIZER, MOUSEPAD		01 5-07-714	OFFICE SUPPLIES	14.74
		KLEEZEX, SANITIZER, MOUSEPAD		02 5-00-714	OFFICE SUPPLIES	8.26
		KLEEZEX, SANITIZER, MOUSEPAD		03 5-00-714	OFFICE SUPPLIES	4.70
		KLEEZEX, SANITIZER, MOUSEPAD		05 5-00-714	OFFICE SUPPLIES	6.53

I-056211		PRINT TAGS	11.28			
9/23/2016	AP-US	DUE: 9/23/2016 DISC: 9/23/2016		1099: N		
		PRINT TAGS		01 5-01-714	OFFICE SUPPLIES	1.70
		PRINT TAGS		01 5-02-714	OFFICE SUPPLIES	1.80
		PRINT TAGS		01 5-03-795	SUPPLIES	0.22
		PRINT TAGS		01 5-05-714	OFFICE SUPPLIES	1.01
		PRINT TAGS		01 5-07-714	OFFICE SUPPLIES	2.82
		PRINT TAGS		02 5-00-714	OFFICE SUPPLIES	1.58
		PRINT TAGS		03 5-00-714	OFFICE SUPPLIES	0.90
		PRINT TAGS		05 5-00-714	OFFICE SUPPLIES	1.25

I-067345		BLUE/BLACK PENS	25.86			
9/23/2016	AP-US	DUE: 9/23/2016 DISC: 9/23/2016		1099: N		
		BLUE/BLACK PENS		01 5-01-714	OFFICE SUPPLIES	3.89
		BLUE/BLACK PENS		01 5-02-714	OFFICE SUPPLIES	4.12
		BLUE/BLACK PENS		01 5-03-795	SUPPLIES	0.51
		BLUE/BLACK PENS		01 5-05-714	OFFICE SUPPLIES	2.33
		BLUE/BLACK PENS		01 5-07-714	OFFICE SUPPLIES	6.47
		BLUE/BLACK PENS		02 5-00-714	OFFICE SUPPLIES	3.62
		BLUE/BLACK PENS		03 5-00-714	OFFICE SUPPLIES	2.06
		BLUE/BLACK PENS		05 5-00-714	OFFICE SUPPLIES	2.86

I-100355		CAMPGROUND ENVELOPES	12.51			
9/28/2016	AP-US	DUE: 9/28/2016 DISC: 9/28/2016		1099: N		
		CAMPGROUND ENVELOPES		01 5-05-714	OFFICE SUPPLIES	12.51

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PACKET: 02559 10/13/2016 AP KK  
VENDOR SET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0515	OFFICEMAX	( ** CONTINUED ** )				
I-111113		LABELS	22.48			
9/29/2016	AP-US	DUE: 9/29/2016 DISC: 9/29/2016		1099: N		
		LABELS		01 5-01-714	OFFICE SUPPLIES	3.38
		LABELS		01 5-02-714	OFFICE SUPPLIES	3.58
		LABELS		01 5-03-795	SUPPLIES	0.45
		LABELS		01 5-05-714	OFFICE SUPPLIES	2.02
		LABELS		01 5-07-714	OFFICE SUPPLIES	5.62
		LABELS		02 5-00-714	OFFICE SUPPLIES	3.15
		LABELS		03 5-00-714	OFFICE SUPPLIES	1.79
		LABELS		05 5-00-714	OFFICE SUPPLIES	2.49
		=== VENDOR TOTALS ===	131.09			
01-0016	ONE CALL CONCEPTS, INC.					
I-6090482		WATER/SEWER LOCATES	21.12			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		WATER LOCATES		02 5-00-770	WATER LOCATE SERVICE	10.56
		SEWER LOCATES		05 5-00-770	SEWER LOCATE SERVICE	10.56
		=== VENDOR TOTALS ===	21.12			
01-1046	OREGON CHAPTER OF THE PLANNING					
I-281		JOB POSTING-SR PLANNER	50.00			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		JOB POSTING-SR PLANNER		01 5-07-704	RECRUITMENT	50.00
		=== VENDOR TOTALS ===	50.00			
01-0991	OREGON LODGING TAX					
I-09302016		3RD QTR 2016	942.67			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		3RD QTR 2016		01 2-00-163	STATE ROOM TAX PAYABLE	992.28
		3RD QTR 2016		01 4-00-362	REFUNDS/REIMBURSEMENTS	49.61CR
		=== VENDOR TOTALS ===	942.67			
01-0441	OWEN EQUIPMENT COMPANY					
I-174251		SWEeper BROOM	256.26			
9/01/2016	AP-US	DUE: 9/01/2016 DISC: 9/01/2016		1099: N		
		SWEeper BROOM		03 5-00-796	VEHICLE MAINTENANCE	256.26
		=== VENDOR TOTALS ===	256.26			

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ACCOUNT: 02559 10/13/2016 AP KK  
ENDORSET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
ITEMS TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
I-0056	PETTY CASH					
I-09302016		PETTY CASH SEPTEMBER 2016	79.37			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		POSTAGE		01 5-01-715	POSTAGE	6.80
		REGIONAL PW MEETING		01 5-01-793	MEETINGS/WORKSHOPS	18.60
		CC MEETING		01 5-01-700	MAYOR & COUNCIL	29.97
		NAME PLATES-MCCONKIE, CHROSTEK		01 5-07-714	OFFICE SUPPLIES	24.00
		=== VENDOR TOTALS ===	79.37			
=====						
I-0628	PITNEY BOWES, INC.					
I-1001720878		POSTAGE MACHINE INK	94.33			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		POSTAGE MACHINE INK		01 5-01-715	POSTAGE	2.83
		POSTAGE MACHINE INK		01 5-02-715	POSTAGE	34.90
		POSTAGE MACHINE INK		01 5-07-715	POSTAGE	21.70
		POSTAGE MACHINE INK		02 5-00-715	POSTAGE	16.98
		POSTAGE MACHINE INK		03 5-00-715	POSTAGE	0.94
		POSTAGE MACHINE INK		05 5-00-715	POSTAGE	16.98
I-3300699027		POSTAGE MACHINE LEASE 2ND QTR	206.34			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		POSTAGE MACHINE LEASE 2ND QTR		01 5-01-715	POSTAGE	6.19
		POSTAGE MACHINE LEASE 2ND QTR		01 5-02-715	POSTAGE	76.35
		POSTAGE MACHINE LEASE 2ND QTR		01 5-07-715	POSTAGE	47.46
		POSTAGE MACHINE LEASE 2ND QTR		02 5-00-715	POSTAGE	37.14
		POSTAGE MACHINE LEASE 2ND QTR		03 5-00-715	POSTAGE	2.06
		POSTAGE MACHINE LEASE 2ND QTR		05 5-00-715	POSTAGE	37.14
I-3301332124		POSTAGE MACHINE LEASE 3RD QTR	206.34			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		POSTAGE MACHINE LEASE 3RD QTR		01 5-01-715	POSTAGE	6.19
		POSTAGE MACHINE LEASE 3RD QTR		01 5-02-715	POSTAGE	76.35
		POSTAGE MACHINE LEASE 3RD QTR		01 5-07-715	POSTAGE	47.46
		POSTAGE MACHINE LEASE 3RD QTR		02 5-00-715	POSTAGE	37.14
		POSTAGE MACHINE LEASE 3RD QTR		03 5-00-715	POSTAGE	2.06
		POSTAGE MACHINE LEASE 3RD QTR		05 5-00-715	POSTAGE	37.14
		=== VENDOR TOTALS ===	507.01			
=====						
I-0144	RESERVE ACCOUNT					
I-10032016		RESERVE ACCOUNT POSTAGE	200.00			
10/03/2016	AP-US	DUE: 10/03/2016 DISC: 10/03/2016		1099: N		
		RESERVE ACCOUNT POSTAGE		01 5-01-715	POSTAGE	6.00
		RESERVE ACCOUNT POSTAGE		01 5-02-715	POSTAGE	74.00
		RESERVE ACCOUNT POSTAGE		01 5-07-715	POSTAGE	46.00
		RESERVE ACCOUNT POSTAGE		02 5-00-715	POSTAGE	36.00
		RESERVE ACCOUNT POSTAGE		03 5-00-715	POSTAGE	2.00
		RESERVE ACCOUNT POSTAGE		05 5-00-715	POSTAGE	36.00

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PACKET: 02559 10/13/2016 AP KK  
VENDOR SET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0144	RESERVE ACCOUNT	( ** CONTINUED ** )				
=== VENDOR TOTALS ===			200.00			

01-0013	PONY EXPRESS					
I-294824		POSTAGE FOR MXU RETURN	38.00			
10/03/2016	AP-US	DUE: 10/03/2016 DISC: 10/03/2016		1099: N		
		POSTAGE FOR MXU RETURN		02 5-00-715	POSTAGE	38.00
=== VENDOR TOTALS ===			38.00			

01-0944	QUANTUM COMMUNICATION					
I-INV11107		TELEPHONES OCTOBER 2016	824.17			
10/01/2016	AP-US	DUE: 10/01/2016 DISC: 10/01/2016		1099: N		
		TELEPHONES OCTOBER 2016		01 5-01-735	TELEPHONE	36.00
		TELEPHONES OCTOBER 2016		01 5-02-735	TELEPHONE	46.28
		TELEPHONES OCTOBER 2016		01 5-03-735	TELEPHONE	36.00
		TELEPHONES OCTOBER 2016		01 5-05-735	TELEPHONE	92.55
		TELEPHONES OCTOBER 2016		01 5-07-735	TELEPHONE	77.12
		TELEPHONES OCTOBER 2016		02 5-00-735	TELEPHONE	82.26
		TELEPHONES OCTOBER 2016		03 5-00-735	TELEPHONE	77.12
		TELEPHONES OCTOBER 2016		05 5-00-735	TELEPHONE	66.84
		CITY HALL		01 5-03-735	TELEPHONE	93.00
		PWHQ		01 5-03-735	TELEPHONE	62.00
		SEWER		05 5-00-735	TELEPHONE	155.00
=== VENDOR TOTALS ===			824.17			

01-0219	QUILL CORPORATION					
I-9153735		DARK SKIES STAMP	25.98			
9/09/2016	AP-US	DUE: 9/09/2016 DISC: 9/09/2016		1099: N		
		DARK SKIES STAMP		01 5-05-714	OFFICE SUPPLIES	25.98
I-9231660		PRINTER INK-PWHQ	375.95			
9/16/2016	AP-US	DUE: 9/16/2016 DISC: 9/16/2016		1099: N		
		PRINTER INK-PWHQ		01 5-03-721	COPIER/PRINTER	41.36
		PRINTER INK-PWHQ		01 5-05-721	COPIER/PRINTER	60.14
		PRINTER INK-PWHQ		02 5-00-721	COPIER/PRINTER	93.98
		PRINTER INK-PWHQ		03 5-00-721	COPIER/PRINTER	101.52
		PRINTER INK-PWHQ		05 5-00-721	COPIER/PRINTER	78.95
=== VENDOR TOTALS ===			401.93			

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PACKET: 02559 10/13/2016 AP KK  
ENDOR SET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
DUPLICATE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
1-0527		RANCH COUNTRY OUTHOUSES				
I-22926		PORTABLE TOILET-CREEKSIDE	280.00			
9/25/2016	AP-US	DUE: 9/25/2016 DISC: 9/25/2016		1099: N		
		PORTABLE TOILET-CREEKSIDE		01 5-05-786	PARK MAINTENANCE	280.00
I-23016		PORTABLE TOILET-CLEMENS PARK	120.00			
9/01/2016	AP-US	DUE: 9/01/2016 DISC: 9/01/2016		1099: N		
		PORTABLE TOILET-CLEMENS PARK		01 5-05-786	PARK MAINTENANCE	120.00
I-23561		PORTABLE TOILET-CLEMENS PAK	36.00			
9/25/2016	AP-US	DUE: 9/25/2016 DISC: 9/25/2016		1099: N		
		PORTABLE TOILET-CLEMENS PAK		01 5-05-786	PARK MAINTENANCE	36.00
I-23562		PORTABLE TOILET-CREEKSIDE	275.00			
9/25/2016	AP-US	DUE: 9/25/2016 DISC: 9/25/2016		1099: N		
		PORTABLE TOILET-CREEKSIDE		01 5-05-786	PARK MAINTENANCE	275.00
		=== VENDOR TOTALS ===	711.00			
=====						
1-1		MISC VENDOR				
I-09202016		SEYMOUR, JEFF:APPLICATION RFND	2,100.00			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		SEYMOUR, JEFF:APPLICATION RFND		01 4-00-311	CURRENT PLANNING FEES	1,600.00
		SEYMOUR, JEFF:APPLICATION RFND		02 4-00-314	PUBLIC WORKS FEES	200.00
		SEYMOUR, JEFF:APPLICATION RFND		05 4-00-314	PUBLIC WORKS FEES	200.00
		SEYMOUR, JEFF:APPLICATION RFND		03 4-00-314	PUBLIC WORKS FEES	100.00
		=== VENDOR TOTALS ===	2,100.00			
=====						
1-0866		SIGNS OF SISTERS				
I-09292016		PET AREA SIGNS	60.00			
9/29/2016	AP-US	DUE: 9/29/2016 DISC: 9/29/2016		1099: Y		
		PET AREA SIGNS		01 5-05-786	PARK MAINTENANCE	60.00
		=== VENDOR TOTALS ===	60.00			
=====						
1-0100		SISTERS AREA CHAMBER OF COMMER				
I-08312016		TRT AUGUST 2016	37,199.62			
9/01/2016	AP-US	DUE: 9/01/2016 DISC: 9/01/2016		1099: N		
		TRT AUGUST 2016		01 5-08-312	CHAMBER OF COMMERCE	37,199.62
		=== VENDOR TOTALS ===	37,199.62			

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PACKET: 02559 10/13/2016 AP KK  
 VENDOR SET: 01 CITY OF SISTERS  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-1	MISC VENDOR					
I-10072016		SISTERS ART ASSOC:SOFTWARE	525.00			
10/01/2016	AP-US	DUE: 10/01/2016 DISC: 10/01/2016		1099: N		
		SISTERS ART ASSOC:SOFTWARE		03 5-00-726	CONTRACTED SERVICES	525.00
		=== VENDOR TOTALS ===	525.00			
=====						
01-0083	SISTERS RENTAL					
I-0017193-00		HOT SAW REPAIR	582.13			
9/01/2016	AP-US	DUE: 9/01/2016 DISC: 9/01/2016		1099: N		
		HOT SAW REPAIR		05 5-00-746	SMALL TOOLS & EQUIPMENT	110.71
		HOT SAW REPAIR		02 5-00-746	SMALL TOOLS & EQUIPMENT	122.35
		HOT SAW REPAIR		03 5-00-746	SMALL TOOLS & EQUIPMENT	156.77
		HOT SAW REPAIR		01 5-05-746	SMALL TOOLS & EQUIPMENT	116.53
		HOT SAW REPAIR		01 5-03-746	SMALL TOOLS & EQUIPMENT	75.77
I-0017467-00		MOWER REPAIR	77.50			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		MOWER REPAIR		01 5-05-796	VEHICLE MAINTENANCE	77.50
I-0040270		LOG SPLITTER RENTAL	80.50			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		LOG SPLITTER RENTAL		01 5-05-786	PARK MAINTENANCE	80.50
		=== VENDOR TOTALS ===	740.13			
=====						
01-0272	STATE OF OREGON-CORP. DIVISION					
I-10062016		NOTARY RENEWAL-KEETON	40.00			
10/06/2016	AP-US	DUE: 10/06/2016 DISC: 10/06/2016		1099: N		
		NOTARY RENEWAL-KEETON		01 5-02-727	PERMITS & FEES	40.00
		=== VENDOR TOTALS ===	40.00			
=====						
01-0044	TAYLOR TIRE CENTER					
I-76300166801		ALIGNMENT-STOTTS	261.32			
9/21/2016	AP-US	DUE: 9/21/2016 DISC: 9/21/2016		1099: N		
		ALIGNMENT-STOTTS		01 5-03-796	VEHICLE MAINTENANCE	26.13
		ALIGNMENT-STOTTS		01 5-05-796	VEHICLE MAINTENANCE	26.13
		ALIGNMENT-STOTTS		02 5-00-796	VEHICLE MAINTENANCE	78.40
		ALIGNMENT-STOTTS		03 5-00-796	VEHICLE MAINTENANCE	78.40
		ALIGNMENT-STOTTS		05 5-00-796	VEHICLE MAINTENANCE	52.26
		=== VENDOR TOTALS ===	261.32			

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ACCOUNT: 02559 10/13/2016 AP KK  
ENDORSET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
DELETED TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
1-0052		THE NUGGET NEWSPAPER				
I-66337		PUBLIC NOTICE TA16-01	308.00			
9/07/2016	AP-US	DUE: 9/07/2016 DISC: 9/07/2016		1099: N		
		PUBLIC NOTICE TA16-01		01 5-07-705	ADVERTISING	308.00
=====						
I-66367		HELP WATED AD-CITY RECORDER	40.00			
9/07/2016	AP-US	DUE: 9/07/2016 DISC: 9/07/2016		1099: N		
		HELP WATED AD-CITY RECORDER		01 5-01-704	RECRUITMENT	40.00
=====						
I-66368		UT TECH 1-CLASSIFIED AD	40.00			
9/07/2016	AP-US	DUE: 9/07/2016 DISC: 9/07/2016		1099: N		
		UT TECH 1-CLASSIFIED AD		03 5-00-704	RECRUITMENT	40.00
		=== VENDOR TOTALS ===	388.00			
=====						
1-1051		TRAILERS UNLIMITED				
I-3254		TRACTOR PLOW	4,200.00			
10/01/2016	AP-US	DUE: 10/01/2016 DISC: 10/01/2016		1099: N		
		TRACTOR PLOW		03 5-00-906	CAPITAL OUTLAY	4,200.00
		=== VENDOR TOTALS ===	4,200.00			
=====						
1-0109		TYLER TECHNOLOGIES/INCODE				
I-025-167934		POSITIVE PAY MAINTENANCE	581.14			
10/01/2016	AP-US	DUE: 10/01/2016 DISC: 10/01/2016		1099: N		
		POSITIVE PAY MAINTENANCE		01 5-02-710	COMPUTER SOFTWARE MAINT	221.56
		POSITIVE PAY MAINTENANCE		02 5-00-710	COMPUTER SOFTWARE MAINT.	117.66
		POSITIVE PAY MAINTENANCE		03 5-00-710	COMPUTER SOFTWARE MAINT.	115.13
		POSITIVE PAY MAINTENANCE		05 5-00-710	COMPUTER SOFTWARE MAINT.	126.79
		=== VENDOR TOTALS ===	581.14			
=====						
1-0937		U.S. BANK				
I-09202016BERTAGNA		VISA-BERTAGNA SEPTEMBER 2016	692.85			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		SAFETY MEETING		05 5-00-793	MEETINGS/WORKSHOPS	11.03
		SAFETY MEETING		02 5-00-793	MEETINGS/WORKSHOPS	12.19
		SAFETY MEETING		03 5-00-793	MEETINGS/WORKSHOPS	15.62
		SAFETY MEETING		01 5-05-793	MEETINGS/WORKSHOPS	11.63
		SAFETY MEETING		01 5-03-793	MEETINGS/WORKSHOPS	7.53
		SUN SHADE		01 5-05-795	SUPPLIES	359.85
		WATER SYSTEM EDUCATION		02 5-00-740	EDUCATION	62.00
		WATER SYSTEM EDUCATION		02 5-00-740	EDUCATION	213.00

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PACKET: 02559 10/13/2016 AP KK  
VENDOR SET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0937	U.S. BANK	( ** CONTINUED ** )				
I-09202016BRAUGHTON	VISA-BRAUGHTON	SEPTEMBER 2016	94.09			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		VISA-BRAUGHTON SEPTEMBER 2016		05 5-00-793	MEETINGS/WORKSHOPS	17.89
		VISA-BRAUGHTON SEPTEMBER 2016		02 5-00-793	MEETINGS/WORKSHOPS	19.78
		VISA-BRAUGHTON SEPTEMBER 2016		03 5-00-793	MEETINGS/WORKSHOPS	25.33
		VISA-BRAUGHTON SEPTEMBER 2016		01 5-05-793	MEETINGS/WORKSHOPS	18.86
		VISA-BRAUGHTON SEPTEMBER 2016		01 5-03-793	MEETINGS/WORKSHOPS	12.23
I-09202016DAVENPORT	VISA-DAVENPORT	SEPTEMBER 2016	149.98			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		PC MEETING		01 5-07-757	PLANNING COMMISSION	11.98
		INTERN'S FINAL DAY LUNCH		01 5-07-704	RECRUITMENT	138.00
I-09202016NELSON	VISA-NELSON	SEPTEMBER 2016	513.71			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		PLAQUE-FRYE		01 5-01-700	MAYOR & COUNCIL	35.00
		CAMPGROUND RESERVATIONS		01 5-05-733	DUES & SUBSCRIPTIONS	478.71
I-09202016O'NEILL	U.S. BANK		170.50			
9/20/2016	AP-US	DUE: 9/20/2016 DISC: 9/20/2016		1099: N		
		DEGREE VERIFICATION-MCCONKIE		01 5-07-704	RECRUITMENT	15.50
		FINANCE MEMBERSHIP DUES		01 5-02-733	DUES & SUBSCRIPTIONS	105.00
		SR PLANNER JOB POSTING		01 5-07-704	RECRUITMENT	50.00
		=== VENDOR TOTALS ===	1,621.13			
01-0976	USA FLEET SOLUTIONS					
I-25585	MONTHLY TRACKING-OCT	2016	209.65			
10/01/2016	AP-US	DUE: 10/01/2016 DISC: 10/01/2016		1099: Y		
		MONTHLY TRACKING-OCT 2016		01 5-03-726	CONTRACTED SERVICES	23.06
		MONTHLY TRACKING-OCT 2016		01 5-05-726	CONTRACTED SERVICES	33.54
		MONTHLY TRACKING-OCT 2016		02 5-00-726	CONTRACTED SERVICES	52.41
		MONTHLY TRACKING-OCT 2016		03 5-00-726	CONTRACTED SERVICES	56.61
		MONTHLY TRACKING-OCT 2016		05 5-00-726	CONTRACTED SERVICES	44.03
		=== VENDOR TOTALS ===	209.65			
01-0903	VELOX SYSTEMS					
I-2991	IT SUPPORT	OCTOBER 2016	1,735.00			
10/05/2016	AP-US	DUE: 10/05/2016 DISC: 10/05/2016		1099: Y		
		IT SUPPORT OCTOBER 2016		01 5-01-726	CONTRACTED SERVICES	173.51
		IT SUPPORT OCTOBER 2016		01 5-02-726	CONTRACTED SERVICES	208.20
		IT SUPPORT OCTOBER 2016		01 5-03-726	CONTRACTED SERVICES	69.40
		IT SUPPORT OCTOBER 2016		01 5-05-726	CONTRACTED SERVICES	225.55
		IT SUPPORT OCTOBER 2016		01 5-07-726	CONTRACTED SERVICES	294.95
		IT SUPPORT OCTOBER 2016		02 5-00-726	CONTRACTED SERVICES	294.95
		IT SUPPORT OCTOBER 2016		03 5-00-726	CONTRACTED SERVICES	260.25
		IT SUPPORT OCTOBER 2016		05 5-00-726	CONTRACTED SERVICES	208.19

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ACCOUNT: 02559 10/13/2016 AP KK  
ENDORSET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
DUPLICATE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
-0903	VELOX SYSTEMS	( ** CONTINUED ** )				
I-3019		DOCKING STATION-BERTAGNA	192.26			
10/05/2016	AP-US	DUE: 10/05/2016 DISC: 10/05/2016		1099: Y		
		DOCKING STATION-BERTAGNA		01 5-03-717	OFFICE EQUIPMENT	21.15
		DOCKING STATION-BERTAGNA		01 5-05-717	OFFICE EQUIPMENT	30.76
		DOCKING STATION-BERTAGNA		02 5-00-717	OFFICE EQUIPMENT	48.06
		DOCKING STATION-BERTAGNA		03 5-00-717	OFFICE EQUIPMENT	51.92
		DOCKING STATION-BERTAGNA		05 5-00-717	OFFICE EQUIPMENT	40.37
		=== VENDOR TOTALS ===	1,927.26			

=====						
-0760	VERIZON WIRELESS					
I-9772062113		CELL PHONES SEPTEMBER 2016	390.12			
9/30/2016	AP-US	DUE: 9/30/2016 DISC: 9/30/2016		1099: N		
		CELL PHONES SEPTEMBER 2016		01 5-03-736	CELLULAR PHONES	25.00
		CELL PHONES SEPTEMBER 2016		01 5-05-736	CELLULAR PHONES	191.36
		CELL PHONES SEPTEMBER 2016		01 5-07-736	CELLULAR PHONES	15.95
		CELL PHONES SEPTEMBER 2016		02 5-00-736	CELLULAR PHONES	44.25
		CELL PHONES SEPTEMBER 2016		03 5-00-736	CELLULAR PHONES	83.10
		CELL PHONES SEPTEMBER 2016		05 5-00-736	CELLULAR PHONES	30.46
		=== VENDOR TOTALS ===	390.12			

=====						
-0225	X-PRESS PRINTING					
I-81771		BUSINESS CARD-PB, BM, PD	98.94			
9/21/2016	AP-US	DUE: 9/21/2016 DISC: 9/21/2016		1099: N		
		BUSINESS CARDS-MCCONKIE		01 5-07-714	OFFICE SUPPLIES	39.65
		BUSINESS CARDS-DAVENPORT		01 5-07-714	OFFICE SUPPLIES	29.65
		BUSINESS CARDS-BERTAGNA		02 5-00-714	OFFICE SUPPLIES	9.88
		BUSINESS CARDS-BERTAGNA		03 5-00-714	OFFICE SUPPLIES	9.88
		BUSINESS CARDS-BERTAGNA		05 5-00-714	OFFICE SUPPLIES	9.88
		=== VENDOR TOTALS ===	98.94			

=====						
-0428	XEROX CORPORATION					
I-86472493		COPIER LEASE 7665 SEPT 2016	731.16			
9/28/2016	AP-US	DUE: 9/28/2016 DISC: 9/28/2016		1099: N		
		COPIER LEASE 7665 SEPT 2016		01 5-01-721	COPIER/PRINTER	234.15
		COPIER LEASE 7665 SEPT 2016		01 5-02-721	COPIER/PRINTER	131.43
		COPIER LEASE 7665 SEPT 2016		01 5-05-721	COPIER/PRINTER	36.45
		COPIER LEASE 7665 SEPT 2016		01 5-07-721	COPIER/PRINTER	226.55
		COPIER LEASE 7665 SEPT 2016		02 5-00-721	COPIER/PRINTER	51.36
		COPIER LEASE 7665 SEPT 2016		05 5-00-721	COPIER/PRINTER	51.22

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PACKET: 02559 10/13/2016 AP KK  
VENDOR SET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0428	XEROX CORPORATION	( ** CONTINUED ** )				
=====						
I-86472508		COPIER LEASE 7855 SEPT 2016	677.29			
9/28/2016	AP-US	DUE: 9/28/2016 DISC: 9/28/2016		1099: N		
		COPIER LEASE 7855 SEPT 2016		01 5-01-721	COPIER/PRINTER	216.90
		COPIER LEASE 7855 SEPT 2016		01 5-02-721	COPIER/PRINTER	121.75
		COPIER LEASE 7855 SEPT 2016		01 5-05-721	COPIER/PRINTER	33.76
		COPIER LEASE 7855 SEPT 2016		01 5-07-721	COPIER/PRINTER	209.86
		COPIER LEASE 7855 SEPT 2016		02 5-00-721	COPIER/PRINTER	47.58
		COPIER LEASE 7855 SEPT 2016		05 5-00-721	COPIER/PRINTER	47.44
		=== VENDOR TOTALS ===	1,408.45			
=====						
01-0815	ZUMAR INDUSTRIES, INC.					
=====						
I-184804		SPEED LIMIT SIGNS	450.00			
9/30/2016	AP-US	DUE: 10/30/2016 DISC: 10/30/2016		1099: N		
		SPEED LIMIT SIGNS		03 5-00-762	STREET SIGNS	450.00
=====						
I-184887		SPEED SIGNS	39.90			
9/30/2016	AP-US	DUE: 10/30/2016 DISC: 10/30/2016		1099: N		
		SPEED SIGNS		03 5-00-762	STREET SIGNS	39.90
		=== VENDOR TOTALS ===	489.90			
		=== PACKET TOTALS ===	231,624.40			

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# Work Plan

October 2016

# City of Sisters

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## Finance:

- Sewer/Water Rate Changes – Reviewing data, revisiting rates schedule
- Receivables Status Update (Report to CM)- continue monthly reporting – 30<sup>th</sup> of every month
- Forecasting Tool (Excel Sheet) – update monthly
- Cash Position Update, review CoS cash position, commitments and potential commitments – 30<sup>th</sup> of every month
- Barclay Drive Improvements – IFA and IOF reimbursement complete

# City of Sisters

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## Community Development:

- Current land use applications:
  - MOD 16-02 ClearPine – modification of SUB 15-01 to enable 9 cottage homes - *continued to 10/20/16 PC*;
  - TA 16-01 City as applicant – Development Code text amendment revising Cottage Development and Site Plan review sections: *2<sup>nd</sup> reading on 10/13/16*;
  - SP 16-07 and SUB 16-02 Steve McGhehey: prelim sub for 11 lots to construct 10 detached lodging units – *Approved*
  - Vacation Rentals: VR 16-03 Hanavan, VR 16-04 Hayes and VR 16-05 Suckow
  - FP 16-05 McCurdy (2 lot partition)
- Grants: ODOT Enhance Grant 2016 for Multiuse Path along north side of Hwy 20 to connect roundabout with Pine St. - *notice of award pending*
- Planning Commission Agenda for 10/20/16:
  - MOD 16-02 ClearPine – modification of SUB 15-01 to enable 9 cottage homes
  - Workshop next round of Development Code Text Amendments: Cash payment in lieu of constructing public improvements, Expirations for entitlements under appeal, Vesting criteria and extensions to expirations of land use entitlements, Temporary Uses, Vacation Rentals;
- Active planning projects: 2016-17 TSP update; Buildable Lands Inventory/Urbanization Study;
- Active Code Enforcement Cases: 5
  - 827 E. Black Butte Ave: Living in RV (illegal dwelling), Inoperative vehicle;
  - 316 Sisters View Ave: Junk/debris;
  - 112 Black Crater Ave: Junk/debris;
  - 172 West Black Crater: Junk/debris;
  - 572 S. Fir St: Junk/debris;

# City of Sisters

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## Public Works:

- List and schedule for all maintenance projects –schedule/completion is on-going
- URA Projects- Chamber Building Improvements – Completed
- SDC Update – Infrastructure Management Plan, Wastewater drafted and delivered to Council, public hearing and adoption complete. Water Master Plan Draft will be complete this month and then we will circulate for peer review.
- East Portal – Forest Service update on 12/8, they are going to retain a broker and should be in a position to discuss the sale of this property some time in 2016.
- Barclay Square Waterline Upgrade – Preliminary design done, working on easement procurement
- Speed zone study – Received final speed zone orders, signage will be installed in the next 2 weeks.
- Barclay/Hwy 20 Roundabout – IGA done, working with ODOT on design / construction staging and minimizing impact on west side and downtown businesses. Focus groups have completed their work and PP&E package has been submitted to Salem for authorization to let the project for bids.
- Airport Infrastructure Projects – Received final IFA reimbursement
- DEQ Permits- Received new WPCF permit for our wastewater system, received new WPCF permit for our stormwater system. Reclaimed water use plan update is complete, Bio-solids management plan 2017.
- TSP Update- Kick-off meeting completed, traffic counts completed, methodology memo is being drafted for ODOT/County approval on the update methodology.
- Clemens Park Restrooms – Complete
- 2016 Street Maintenance – Five Pine and Arrowleaf warranty work complete. Timber Creek/Creekside seal coat complete. Chip seal project on south side streets is complete. Crack Sealing will continue over the next few weeks weather depending. Overlay projects in spring 2016/17.
- Creekside Campground – Camp Hosts are done for the year, PW's crew is managing the campground operations. Restroom Grant IGA will come to Council for approval in November. Master Fee schedule changes adjusting campground rates will also come to Council in November for consideration.

# City of Sisters

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## City Manager:

- ***Kathy***
  - Council Meeting /Workshops – ongoing
  - General Election
  
- ***Rick***
  - SDCs
    - Restructure and rationalize based on water / sewer service sizes, work with Council to potentially amend Transportation as well (TSP update)
  - Water / Sewer Rate discussion ongoing
  - Municipal Code Update
  - Coordinate City Manager recruitment process

# City of Sisters

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## City Council Goals:

1. **Increased Outreach and Participation:** Undertake a cohesive and consistent public outreach effort to improve awareness of city issues while promoting and inviting community participation.
  1. Develop a Comprehensive Communications Strategy
  2. Use City Hall Environment Effectively to Optimize Engagement
2. **Leadership Development:** Invest in processes, training and tools that yield at high-performing, collaborative and responsive City and local leadership.
  1. Strengthen Staff Development and Service Rewards Programs
  2. Undertake Council Leadership & Accountability Activities
  3. Implement Volunteer & Citizen Development Activities
3. **Identify Preservation & Enhancement:** Continue to strengthen and effectively apply City finances to supports assets, institutions and organizations that foster the City's unique identity and help build connections between people and place.
  1. Partner to Help Sustain Sisters' Unique Identity
  2. Invest in Programs that Enhance Sisters' Unique Identity
  3. Further Environmental Stewardship
  4. Support Youth Opportunities
  5. Honor History & Culture
4. **Diversified Economic Vitality:** Proactively strengthen City finances and undertake policies and activities that will help the City and businesses address challenges as well as identify and leverage emerging economic and employment opportunities.
  1. Support Retail & Tourism
  2. Support Traded-Sector Business & Family Wage Job Creations
  3. Promote 'S.T.E.A.M.' Based & Locally Grown Entrepreneurial Activity
  4. Develop & Use New & Existing Data Effectively

# City of Sisters

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## City Council Goals:

5. **Exceptional Operations, Infrastructure, and Policy Making:** Maintain and grow City assets, services and relationships – planning long-term and leveraging outside opportunities for cost-sharing as effectively as possible to promote local stability and position Sisters for future growth while preserving equitable rates, charges and taxes.
  1. Enable a Vibrant & Vital Mix of Housing Including Opportunity for Affordable Housing
  2. Enhance Transportation Infrastructure
  3. Pursue Comprehensive Land Use Planning & Balanced Regulations
  4. Maintain & Continue to Strengthen City Finances
  5. Maintain & Develop Robust Public Works Operations
  6. Maintain & Develop a Thriving Parks System
  7. Help Ensure Community Safety

LICENSES: THRU ZZZZZZZZZZ

SORTED BY: LICENSE NUMBER

ORIGINATION DATES: 0/00/0000 TO 99/99/9999

PAID STATUS: ALL

EFFECTIVE DATES: 9/01/2016 TO 10/10/2016

LIC CODES: ALL

EXPIRATION DATES: 0/00/0000 TO 99/99/9999

ID	CODE	NAME	PROPERTY ADDRESS	CITY LIMIT
001187	SVS	SUMMIT CONTRACTORS GROUP, LLC	1559 SW VETERANS WAY	OUTSIDE <i>Contractor</i>
001188	SVS	CASCADE TRAILSTOP MARKET, LLC	240 E CASCADE AVE	INSIDE <i>convenience store</i>
001190	CONTR	MILWAUKIE HEATING & COOLING	9961 S HWY 212	OUTSIDE <i>HVAC Contractor</i>
001192	SVS	THE BARREL COOPER	1654 W AITKEN AVE	INSIDE <i>Repair man/Hardymen</i>
TOTAL LICENSES:		4		

## ORDINANCE NO. 471

AN ORDINANCE AMENDING THE CITY OF SISTERS DEVELOPMENT CODE, CHAPTER 4.6 CLUSTER DEVELOPMENTS, AND CHAPTER 4.2 SITE PLAN REVIEW, SECTION 4.2.200 APPLICABILITY.

**WHEREAS**, The City seeks amendments to the Sisters Development Code as provided in City file Text Amendment TA 16-01 that would amend various subsections within Chapter 4.6 Cluster Development and Chapter 4.2 Site Plan Review Section 4.2.200 Applicability; and,

**WHEREAS**, Text Amendment TA 16-01 will encourage development of cottage style housing and support economic development; and,

**WHEREAS**, in accordance with the provisions found in the Sisters Development Code Table 4.1.200 and Section 4.1.600, the proposed Development Code amendments are processed as a Type IV application; and,

**WHEREAS**, the Department of Land Conservation and Development received the Notice of Proposed Development Code Amendments electronically on June 30, 2016; and,

**WHEREAS**, Text Amendment TA 16-01 is consistent with the Statewide Planning Goals 1, 2, and 9; and,

**WHEREAS**, Text Amendment TA 16-01 is consistent with the Comprehensive Plan; and,

**WHEREAS**, Text Amendment TA 16-01 will not create an action that would cause an evaluation for compliance with 4.7.600, Transportation Planning Rule (TPR); and,

**WHEREAS**, the Sisters Planning Commission held workshops on 04/21/16, 05/19/16 and 07/21/16 and the City Council held a joint workshop with the Planning Commission on 06/23/16 to discuss the proposed text amendments that are under consideration herein; and,

**WHEREAS**, after due notice, a public hearing on the proposed project was held before the Sisters Planning Commission at the City of Sisters Council Chambers (Sisters City Hall building, 520 E Cascade Avenue, Sisters, 97759) on August 18, 2016 at which time findings were reviewed, witnesses were heard and evidence was received; and,

**WHEREAS**, at the public hearing held on August 18, 2016, the Planning Commission made formal recommendations to the City Council by adopting Resolution No. PC 2016-04; and,

**WHEREAS**, after due notice, a public hearing on the proposed text amendment was conducted by the Sisters City Council on September 22, 2016, at which time the Planning Commission's findings were reviewed, witnesses were heard and evidence was received by the City Council; and the City Council found that text amendment TA #16-01 met all applicable legal requirements, including all notice requirements, and that the ordinance adopting the amendment will benefit the City of Sisters.

ORDINANCE NO. 471 – Sisters Development Code Text Amendment (TA #16-01)

**NOW, THEREFORE,** the City Council of the City of Sisters ordains as follows:

**SECTION 1.** The Sisters Development Code is hereby amended as provided in Exhibit A to this Ordinance.

**SECTION 2.** In support of the Development Code text amendment in Section One, the City Council hereby adopts the Planning Commission's Resolution (2016-04) including findings attached hereto as Exhibit B to this Ordinance, which demonstrate compliance with the Sisters Development Code, the City's Comprehensive Plan, and the applicable statewide planning goals, statutes and administrative rules.

**SECTION 3.** Written testimony received by the City is acknowledged and is referenced herein as if fully set forth. All testimony received is public record, and is found in File No. TA 16-01 as received by the City of Sisters.

PASSED by the City Council of the City of Sisters this 13th day of October, 2016, and APPROVED by the Council President of the City of Sisters.

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Nancy Connolly, Council President

ATTEST:

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Kathy Nelson, City Recorder

## EXHIBIT A

Proposed text additions are in **underlined bold and red** font and deletions are in ~~strikeout~~ font.

### Chapter 4.2 - Site Plan Review

#### Sections:

#### 4.2.100 Purpose

#### 4.2.200 Applicability

##### 4.2.100 Purpose

The purpose of Site Plan Review is to ensure that structures, parking areas, walks, refuse containers, landscaping and street improvements are properly related to their sites and to surrounding sites and structures; to protect natural features; and to encourage originality in site design and development in a manner which will enhance the physical appearance and attractiveness of the community.

##### 4.2.200 Applicability

- A. Any new development, structure, building, or substantial alteration of an existing structure or use shall require Site Plan Review in accordance with Chapter 4.1 and 4.2 . For the purposes of this Chapter, the term "substantial alteration" shall mean any development activity as defined by this Code that generally requires a building permit and may exhibit one or more of the following characteristics:
1. The activity structurally alters the exterior of a structure, building or property **by more than 25% of the existing floor area up to an area not to exceed 500 square feet of additional area or both. Construction not requiring public improvements may be exempted from this requirement upon staff determination.**
  2. The activity involves changes in the use of a structure, building, or property from residential to commercial or industrial.
  3. The activity involves non-conforming uses as defined in Chapter 5.2

### Chapter 4.6, Cluster Cottage Developments

#### 4.6.100 Cottage Developments

A. **Purpose.** The purpose of this section is to provide a housing type that responds to changing household sizes and ages (e.g., retirees, small families, single-person households) and provides opportunities for ownership of small, detached single-family dwelling units within the Cottage Development. The Cottage Development supports the following principles:

1. Encourages the creation of more usable open space for residents of the development through flexibility in density and lot standards;
2. Supports the growth management goal of more efficient use of urban residential land;
3. Provides development standards to ensure compatibility with surrounding land uses; and,
4. Allows diversity of land uses within certain commercial zones as well as establishes smaller lot sizes and creative residential development within residential zones.

**5. Does not apply to infill development of parcels without an approved master plan.**

#### B. Applicability and Permitted Uses.

1. Cottage Developments are permitted in the R-Residential, **MFR R-MFD** Multi-Family Residential District, SRR - Sun Ranch Residential District, and in the portion of the Downtown Commercial (DC) District that allows new single family dwellings. **Cottage developments are allowed as part of a master planned development.**
2. Cottage Developments are reviewed under Cottage Development and Subdivision review processes in addition to the standards and criteria found herein. In the event of conflicts between this chapter and the underlying zoning, these standards and criteria supersede the standards and criteria found in the underlying zone.
3. Buildings accessory to a Cottage Development are subject to the development standards in this section.
4. On a lot to be used for a cottage housing development, existing detached single-family residential structures, which may be nonconforming with respect to the standards of this section, shall be permitted to remain, but the extent of the nonconformity may not be increased. Such nonconforming dwelling units shall be included in the maximum permitted cottage density.
5. Accessory dwelling units are not permitted within Cottage Developments.
6. Mixed-use developments (residential and commercial uses) are allowed in Cottage Developments located in the Downtown Commercial (DC) District.
7. Prior to recording a subdivision plat for any new or modified cottage development, all cottage developments shall provide Covenants, Codes and Restrictions (CC&RS) or similar enforceable document that provides assurance of the ongoing maintenance of all common areas within the Cottage Development. All agreements are subject to review and acceptance by the City of Sisters prior to enacting the agreement.

#### C. General Requirements.

1. Cottage development sites in residential districts shall be a minimum of one acre in gross area. Cottage development within approved Master Planned Development shall be at least ~~5~~ **1/2** acres in size within any residential district. There is no minimum size for cottage development sites in the eligible lots located within the Downtown

Commercial District provided that all minimum standards for cottage developments are met.

2. Each cottage development shall contain a minimum of four cottages and a maximum of 14 cottages per development.
3. ~~A development site may contain more than one cottage development.~~
4. ~~The permitted density within the Cottage Development shall be consistent with the underlying zoning.~~ **Density of the underlying zoning district with a cottage development may be increased by 25% in the R - District only.**
5. Community buildings and all common areas within a cottage development shall be mutually owned by the Home Owner's Association **or other legal mechanism** and shall be for the use of the development's inhabitants. **Alternative forms of maintaining common areas may be proposed and approved by the governing body on a case by case basis.**
6. Alley access is preferred where an alley is available. Alternate forms of access may be approved as part of the Master Plan.
7. New lots created as a part of a Cottage Development are not required to have frontage on either a public or private street.

D. **Development Standards.** The design standards and floor area requirements ensure that the overall size and scale including bulk and mass of cottage structures remain smaller and incur less visual impact than standard sized single-family dwellings.

1. **Cottages.**

- a. Minimum lot size within the Cottage Development is 2,000 square feet.
- b. ~~The minimum size of any cottage is 650 square feet.~~
- c. The total floor area of each cottage shall not exceed 4,200 **1,250** square feet **and not to exceed 60% lot coverage.**
- d. ~~The lot shall not exceed 50% of the ground floor.~~ **The second level floor area shall not exceed 50% of the first floor area. For the purposes of this calculation, the area of interior stairway may be allocated between floors served.**
- e.
- f. ~~The maximum main floor area of a cottage is 1,000 square feet. For the purposes of this calculation, the area of interior stairway may be allocated between floors served.~~
- g. ~~Cottages shall have a roofed porch at least 80 square feet in size with a railing and railing supports.~~
- h. ~~The porch shall be attached to a common area such as a living room, kitchen, family room or dining room inside of the house and shall not be adjacent to a bedroom or bathroom.~~
- i. ~~The total square foot area of a cottage may be increased, however at no time shall the size of the cottage exceed the maximum size for a cottage allowed by this code. A deed restriction shall be placed on the title to the property for the purpose of notifying future property owners that increases in the total square footage of a cottage beyond what is allowed by this code is prohibited for the life of the cottage or duration of the applicable Cottage Development regulations.~~

- j. The maximum height of any cottage shall be defined by the underlying zoning district
  - k. Cottage areas that do not count toward the total floor area calculation include:
    - i. Unheated storage space located under the main floor of the cottage;
    - ii. Architectural projections, such as bay windows or fireplaces;
    - iii. Attached roofed porches;
    - iv. Attached and/or detached garages;
    - v. Spaces with a ceiling height of six feet or less measured to the exterior walls, such as in a second floor area under the slope of the roof.
  - ~~l. Window placement within the cottages. One side wall of each cottage shall emphasize windows; the other side wall shall de-emphasize windows to allow privacy for the adjacent neighboring cottage. All cottages shall have windows and/or glass doors that face the commons.~~
  - m. Cottage setbacks:
    - i. Front – 4 feet minimum to common open space.
    - ii. Side – 5 feet minimum or 10 feet between habitable buildings.
    - iii. Rear – 10 feet minimum.
    - ~~iv. Interior separation – 10 feet minimum.~~
    - v. 10' minimum to all streets.
2. **Community Building (if proposed).**
- ~~a. Required when 6 or more cottages are developed in a cottage development located within a residential district.~~
  - ~~b. Minimum size is 650 square feet.~~
  - c. Setbacks:
    - i. 20' from any cottage.
    - ii. 10' from any property line.
    - iii. 10' from any garage or accessory structure.
    - iv. 5' from any driveway, access aisle or parking area.
3. **Garages.**
- ~~a. One car garage is required per cottage.~~
  - b. Garages shall not have direct access to the street. Garages having direct access to the street shall be approved at the discretion of the governing body if it is the only practical access solution to a particular site.**
  - c. Garages **or covered parking** spaces may be attached, detached, or clustered together.
  - d. Garages when accessed from a public alley shall be setback a minimum of **10** feet if front loaded or 3 feet if side loaded.
  - e.
  - ~~f. Garages when accessed from a public alley shall be setback a minimum of 20 feet or 3 feet if side loaded.~~

- g. Garages or covered parking spaces are counted towards meeting the parking requirements.

4. **Private Alleys and Access Aisles.**

- ~~a. A private alley shall be constructed a minimum of 20 feet in width.~~
- ~~b. A private alley and access aisle shall be setback 5 feet from perimeter property lines.~~
- ~~c. Access aisles to parking areas shall be a minimum of 24 feet in width~~
- a. All alleys shall be constructed to current City standards

5. **Parking Requirements.** The parking requirements are designed to ensure minimal visual impact from vehicular use and parking areas for residents of the Cottage Development and adjacent properties, and to maintain a single-family character along public streets.

- a. One on-site parking space shall be required per studio or one bedroom cottage; One and one-half parking spaces for a two bedroom cottage and two on-site parking spaces shall be required for three or more bedroom cottages.
- b. Permissible parking spaces include a garage (20' x 10' minimum), covered parking space or parking stall (18' x 9' minimum) or garage driveway (20' x 8' minimum).
- ~~c. All required parking shall be provided on-site.~~
- d. Parking, including garages, shall not be located in between a cottage and the front property line.
- e. Parking may be either provided on individual lots or in a combined parking area or areas. ~~Parking areas shall be set back at least 20' from a street.~~
- f. On street parking directly adjacent to the development may be considered in fulfilling parking calculations, at the discretion of the governing bodies.
- ~~g. Garage driveways that are at least 20' long by 10' wide may count as parking.~~

6. **Building Orientation and Architectural Treatments.**

- a. Community buildings, accessory buildings and garages shall match the architectural theme of the cottage development by incorporating similar design treatments on the community buildings, accessory buildings and garages.
- ~~b. Front and side elevations only shall front a street~~
- c. Separation of Identical Building Elevations. Units of identical elevation types must be separated by at least two different elevations. This will result in at least three different elevations per cottage development. No two adjacent structures shall be built with the same orientation (reverse elevations do not count as different building elevations), facade, materials, and colors.
- d. Variety in Building Design. Design standards shall comply with the requirements of the underlying zone.
- e. Rear elevations are allowed to face a public street as long as the design detailing is consistent with front or side elevations.

7. **Screening Requirements.**

- a. Parking areas shall be screened from public and private streets and cottages by landscaping, fencing or buildings where practicable.
- b. Boundaries between cottage dwellings and neighboring properties shall be screened with landscaping to reduce the appearance of bulk or intrusion onto adjacent properties, or otherwise treated (i.e., through setbacks or architectural techniques) to meet the intent of this section.
- c. Common waste and other storage receptacles shall not be placed in the front yard setback area.
- d. Common waste and other storage receptacles shall be architecturally screened and/or screened with landscaping so as to mask their appearance to residents, adjacent property owners, and the public rights-of-way.

## 8. Open Space.

- a. Shared Open Space.
  - ~~i. Cottages shall be arranged in a manner that at least two sides of a common open space abut each cottage unless otherwise approved by the review authority.~~
  - ii. Shall provide a centrally located, focal area for the Cottage Development.
  - iii. Shall total a minimum of 500 square feet per cottage when all shared open space areas are combined.
  - iv. Shall abut at least 50 percent of the cottages.
  - ~~v. Shall be within 75 feet walking distance of each cottage.~~
  - vi. Common parking areas are not counted in the shared open space area requirements.
- b. Private Open Space.
  - i. Shall be a minimum of 300 square feet of private, contiguous, usable open space with no dimension less than 10 feet adjacent to each dwelling unit, for the exclusive use of the cottage resident.

## 9. Landscaping.

- ~~a. Layered space between porch and common area. Landscaping is an important feature to the transition between public and private spaces within Cottage Developments. The area between the commons and the covered porch shall be landscaped with vertically layered plant material. The width of the planted area shall be no less than 4' between any pedestrian pathway/ common area and the start of the covered porch. The height of the planted area may vary, but shall be no less than 1 foot lower than the top of the porch railing at its tallest point. **Shall be provided in accordance with Chapter 3.2 Landscaping**~~

## 10. Pathways.

- a. Pathways shall be ADA compliant and a minimum **four** five-foot-wide paved pedestrian pathway (sidewalks).

- 11. **Public Improvements.** Every cottage development shall improve the public right of way immediately adjacent to the cottage development.

**E. Cottage Development Submittal Requirements.** The applicant shall submit an application containing all of the general information required for a Type III procedure, as governed by Chapter 4.1. In addition, the applicant shall submit the following:

1. A detailed project description by the applicant. This statement should include a description of the character of the proposed development and how the proposal integrates itself into the existing community or existing master plan as appropriate, and ~~the rationale behind the assumptions and choices made by the applicant;~~
2. Burden of Proof documenting compliance with all applicable approval criteria;
3. Complete application form with fee;
4. Electronic copies of all materials submitted (acceptable file types to be determined by the Community Development Director or designee); and,
5. Preliminary title report or equivalent printed within 90 days of the date of the application submittal.
6. Existing Conditions Site Plan.
7. Topographic Map at appropriate contour intervals to be determined by the Community Development Director.
8. Access and Circulation Map.
9. Site Plan – proposed.
10. Landscape/Open Space Plan.
11. Utility Plan.
12. Conceptual Drainage Plan (to include benchmarks and elevations at staffs discretion).
13. Elevations and floor plans of all proposed buildings.
14. Tentative Plat.
15. Copy of all existing covenants and restrictions, and general description of proposed restrictions or covenants (e.g., for common areas, access, parking, etc.).
16. Special studies prepared by qualified professionals may be required by the Community Development Director, Planning Commission or City Council to determine potential traffic, geologic, noise, environmental, natural resource and other impacts, and required mitigation.

**F. Cottage Development Approval Criteria.** The City shall make findings that all of the following criteria are satisfied when approving, or approving with conditions, the Cottage Development. The City shall make findings that at least one of the criteria is not satisfied when denying an application:

1. Land Division Chapter. All of the requirements for land divisions, as applicable, shall be met (Chapter 4.3);
2. Chapter 2 Land Use and Chapter 3 Design Standards. Land use and design standards contained in Chapter 2 and 3 are met, except as modified by Section 4.6.100.
3. Property Development Standards. Land use and design standards contained in Section 4.6.100 are met.

4. Architectural Features. The Cottage Development includes architectural features that complement and enhance positive characteristics of the site and surrounding area. Setbacks from streets shall be staggered or buildings otherwise provided with architectural features that assure variety and interest along the street. ~~Cottage Developments in the Commercial District shall comply with the 1880's Western Frontier Design Theme.~~
5. Compliance with Purpose of Cottage Development Chapter. The Cottage Development substantially meets the purpose of Section 4.6.100; and,
6. Conformance with applicable Public Works, Building and Fire code standards.

**G. Approval Durations, Extensions and Amendments**

1. Cottage Development Approval Duration. The Cottage Development approved by the Planning Commission shall expire **two (2)** ~~three (3)~~ years from the date on which the decision is final, if no construction or significant infrastructure improvements of the planned unit development has been initiated.
2. Extension. The City may, upon written request by the applicant and payment of the required fee, grant up to two (2) one-year extensions of the approval period. The first extension may be approved administratively. The second extension, if needed, shall be considered and may be granted by the original decision body at their discretion. Extensions may be considered if:
  - a. No changes, unless modified as permitted in Chapter 4.1.700, have been made on the original Cottage Development as approved;
  - b. There have been no changes to the applicable Comprehensive Plan policies and ordinance provisions on which the approval was based; and
  - c. The extension is requested before expiration of the original approval.

**H. Modification to an Approved Cottage Development.** All proposed cottages and accessory buildings that are not reviewed under the initial land use review during the establishment of the Cottage Development through a land use review process are subject to the following;

1. The following minor modification examples may be approved administratively by the Community Development Director;
  - a. An increase to the amount of open space or landscaping;
  - b. Changes to dimensional standards identified in Section 4.6 as long as the minimum requirements are satisfied. Changes to dimensional standards approved as part of a land division shall be reviewed using Chapter 4.3 Land Divisions.
  - c. The location of buildings, proposed streets, parking and landscaping or other site improvements shall be as proposed, or as modified through conditions of approval. Changes in the location or alignment of these features by 25 feet or less or other changes of similar magnitude may be approved administratively. Changes to locations approved as part of a land division shall be reviewed using Chapter 4.3 Land Divisions
2. Other modifications are major modifications. See Chapter 4.1

The Community Development Director or the applicant shall have the right to refer a proposed amendment directly to the Planning Commission for their determination of whether or not the amendment creates a substantial adverse impact to the approved Cottage Development.

**ORDINANCE NO. 472**

**AN ORDINANCE OF THE CITY OF SISTERS AMENDING ORDINANCE NO. 421, WHICH ORDINANCE GRANTED QUANTUM COMMUNICATIONS, LLC A NON-EXCLUSIVE FRANCHISE AND RIGHT TO PROVIDE TELECOMMUNICATIONS SERVICES IN THE CITY OF SISTERS, AND CONSENTING TO QUANTUM COMMUNICATIONS, LLC'S ASSIGNMENT, AND LIGHTSPEED NETWORKS, INC.'S ASSUMPTION, OF ALL QUANTUM COMMUNICATIONS, LLC'S RIGHTS, INTERESTS, AND OBLIGATIONS ARISING OUT OF OR UNDER ORDINANCE NO. 421.**

WHEREAS, Quantum Communications, LLC, an Oregon limited liability company ("Quantum"), provides telecommunications services within the City of Sisters, an Oregon municipal corporation ("City"), in accordance with the franchise terms and conditions provided under City Ordinance No. 421 (the "Franchise Agreement"); and

WHEREAS, LightSpeed Networks, Inc., an Oregon corporation d/b/a LSN ("LSN"), has entered into a certain Asset Purchase Agreement with Quantum dated March 28, 2016 (the "Sale Agreement"), pursuant to which LSN acquired substantially all Quantum's assets; and

WHEREAS, in connection with the asset sale transaction contemplated by the Sale Agreement, LSN entered into a certain Assignment and Assumption Agreement with Quantum dated April 1, 2016, pursuant to which Quantum assigned, and LSN assumed, all of Quantum's rights, interest, and obligations arising out of or under the Franchise Agreement (the "Assignment"); and

WHEREAS, LSN has requested that City consent to the Assignment, and in connection therewith, amend the payment structure and bond provisions under the Franchise Agreement; and

WHEREAS, subject to the terms and conditions contained in this Ordinance No.472, the Sisters City Council (the "Council") desires to consent to the Assignment and amend the Franchise Agreement to modify the payment structure and bond provisions provided under the Franchise Agreement.

NOW, THEREFORE, THE CITY OF SISTERS ORDAINS AS FOLLOWS:

1. Findings; Definitions. The above-stated findings are hereby adopted. Except as otherwise modified under this Ordinance, all capitalized terms used in this Ordinance and not otherwise defined herein have the meanings assigned to them in the Franchise Agreement.

2. Consent to Assignment. Subject to the terms and conditions contained in this Ordinance, City consents to Quantum's assignment of the Franchise Agreement (including Quantum's rights and interests arising thereunder) to LSN and LSN's assumption of Quantum's rights, interest, and obligations arising out of or under the Franchise Agreement; provided, however, any subsequent proposed assignment of the Franchise Agreement (including the rights and interests arising thereunder) will require City's prior written consent in accordance with the Franchise Agreement. From and after the effective date of this Ordinance, references to "Company" under the Franchise Agreement will mean LSN. Notwithstanding anything contained in this Ordinance, Sale Agreement, and/or Assignment Agreement to the contrary, (a) LSN unconditionally assumes and will timely and faithfully pay and perform all Quantum's obligations and/or liabilities arising out of or under the Franchise Agreement, whether arising on, before, and/or after the effective date of this Ordinance, and (b) the consent to assignment provided under this Section 2 does not operate to release Quantum from any obligations

and/or liabilities arising out of or under the Franchise Agreement. Quantum remains liable under the Franchise Agreement.

3. Performance Bond. Section 6(1) of the Franchise Agreement provides, among other things, that Company will obtain and maintain a performance bond in the penal sum of \$100,000. After first obtaining City's prior written consent, which consent City may withhold in its sole discretion, City may permit Company to maintain a performance bond in an amount not less than \$50,000.

4. Section 10 - Amendment. Section 10 of the Franchise Agreement is amended to read in its entirety as follows:

**"Section 10: Franchise Fee.**

- "1. Company shall pay quarterly to City the sum of 7% of Company's gross revenues received from telecommunications service providers who re-sell their use of the facilities to third parties within the corporate limits of City, plus 7% of Company's gross revenues received from ultimate consumers of the facilities who do not re-sell their use of the facilities to third parties within the corporate limits of City (collectively, the "Franchise Fee(s)"). Company may at its option deduct uncollectible accounts of customers within the corporate limits of City from these gross revenues. The intention of the parties in charging different fees for telecommunications service providers and ultimate consumers is to prevent any end user from paying a permit or franchise fee to City more than once for the same use of the facilities, while at the same time charging a fair amount for the use of City's rights-of-way.
2. Company will pay the Franchise Fee in quarterly installments, which quarterly installments will be due on or before the last day of the month immediately following the end of each calendar year quarter.
3. Contemporaneously with each quarterly payment, Company shall furnish City with a written statement, under oath, executed by an officer of Company, verifying the amount of gross revenues of Company within City for the quarterly period covered by the payment computed on the basis set out in subsection 1 of this section.
4. City's acceptance of any payments due under this section shall not be considered a waiver by City of any breach of this franchise."

5. Acceptance of Franchise; Reimbursement. Within thirty (30) days after City's passage of this Ordinance, (a) LSN and Quantum will sign and file with City the written acceptance provided on the attached Exhibit A (the "Acceptance"), (b) LSN will provide City with certificates of insurance and endorsements evidencing LSN's procurement of the insurance coverages required under the Franchise Agreement, and (c) LSN will pay City \$500.00 for costs and expenses City incurred in connection with the amendments and consent to assignment provided under this Ordinance (the "Reimbursement"). If LSN and Quantum fail to timely file the Acceptance with City, LSN fails to timely provide the required certificates of insurance and endorsements, and/or LSN fails to timely pay the Reimbursement to City in full, this Ordinance (and the rights granted to LSN hereunder) will be null and void and will be repealed by City in all respects.

6. Full Force and Effect. This Ordinance is hereby made part of the Franchise Agreement. The provisions of the Franchise Agreement that are not amended or modified by this Ordinance remain unchanged and in full force and effect. City's adoption of this Ordinance will not be construed as an actual or implied waiver and/or release of any condition or obligation contained in the Franchise Agreement. LSN affirms all LSN's (Company) obligations arising out of or under the Franchise Agreement.

7. Interpretation; Severability; Errors. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. The provisions of this Ordinance are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors.

ADOPTED by the City Council of the City of Sisters and signed by the council president this 13<sup>th</sup> day of October, 2016.

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Nancy Connolly, Council President

ATTEST:

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Kathy Nelson, City Recorder

Exhibit A  
Acceptance

The forgoing Ordinance No. 472 adopted by the City of Sisters on October 13, 2016, consisting of 4 pages (including this exhibit), is approved, accepted, and agreed upon by LSN and Quantum.

Dated: \_\_\_\_\_, 2016

LightSpeed Networks, Inc.,  
an Oregon corporation d/b/a LSN

Quantum Communications, LLC,  
an Oregon limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_