



## CITY COUNCIL Agenda

520 E. Cascade Avenue - PO Box 39 - Sisters, Or 97759 | ph.: (541) 549-6022 | [www.ci.sisters.or.us](http://www.ci.sisters.or.us)

**Wednesday, May 22, 2019**

520 E. Cascade Avenue, Sisters, OR 97759 - Council Chambers

### **5:30 P.M. WORKSHOP**

1. Discussion of EDCO (SCED) Contract-*C. Misley*
2. Discussion of Tobacco Retail Licensure- *C. Misley*
3. Other Business –*Staff/Council*

### **6:30 P.M. CITY COUNCIL REGULAR MEETING**

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

#### **II ROLL CALL**

#### **III APPROVAL OF AGENDA**

#### **IV VISITOR COMMUNICATION**

#### **V CONSENT AGENDA**

All matters listed within the Consent Agenda have been distributed to each member of the Sisters City Council for reading and study, are considered to be routine and will be enacted by one motion of the Council with no separate discussions. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

##### **A. Minutes**

1. April 24, 2019 Regular Meeting
2. April 24, 2019-Workshop
3. May 06, 2019- Budget Meeting
4. May 07. 2019- Budget Meeting
5. May 08, 2019-Regular Meeting
6. May 08. 2019- Workshop

##### **B. Bills to Approve**

1. May 17, 2019- Accounts Payable

##### **C. Resolution No. 2019-06: A RESOLUTION EXTENDING THE CITY OF SISTERS WORKERS COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF SISTERS.**

##### **D. Resolution No. 2019-07: A RESOLUTION DECLARING THE MUNICIPAL SERVICES PROVIDED BY THE CITY OF SISTERS.**

- E. Road Closure Approval
  - 1. Sisters Chamber of Commerce-Rodeo Parade
  - 2. C4C-Fiesta de Independencia

## **VI SHERIFF'S REPORT**

## **VII COUNCIL BUSINESS**

- A. **Public Hearing and Consideration of Resolution No. 2019-08:** A RESOLUTION ADOPTING THE FISCAL YEAR 2019-2020 BUDGET, APPROPRIATING FUNDS, APPROVING A TAX LEVY AND DIRECTING STAFF TO FILE THE BUDGET WITH THE COUNTY CLERK – *J. O'Neill*
- B. **Public Hearing and Consideration of Resolution No. 2019-09** A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES –*J. O'Neill*
- C. **Discussion and Consideration of Resolution No. 2019-10:** A RESOLUTION AMENDING THE PAYPLAN CLASSIFICATION FOR THE CITY OF SISTERS-*J. O'Neill*
- D. **Discussion and Consideration of a Motion** for the City of Sisters to Approve a Recycle Center Agreement Between Allied Waste Transfer Services of Oregon, LLC (dba Republic Services of Oregon) and the City of Sisters and allow the City Manager to Execute the Agreement- *C. Misley*

## **VIII OTHER BUSINESS**

- A. Appoint Julie Pieper as Clerk of the Council Pro Tem for June 12, 2019 and Ratify all Actions While Acting in that Capacity- *Mayor Ryan*
- B. Staff Comments

## **IX MAYOR/COUNCILOR BUSINESS**

## **X ADJOURN**

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Pursuant to ORS 192.640, this agenda includes a list of the principal subjects anticipated to be considered at the above referenced meeting; however, the agenda does not limit the ability of the Council to consider or discuss additional subjects. This meeting is subject to cancellation without notice.

This meeting is open to the public and interested citizens are invited to attend. This is an open meeting under Oregon Revised Statutes, not a community forum; audience participation is at the discretion of the Council. The meeting may be audiotaped. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made to the City Recorder at least forty-eight (48) hours in advance of the meeting.

Executive Sessions are not open to the public; however, members of the press are invited to attend.

The City of Sisters is an Equal Opportunity Provider

## ECONOMIC DEVELOPMENT SERVICES AGREEMENT

This Economic Development Services Agreement (this "Agreement") is entered into on May \_\_, 2019, but made effective for all purposes as of July 1, 2019 (the "Effective Date"), between City of Sisters ("City"), an Oregon municipal corporation, whose address is 520 E Cascade Avenue, Sisters, Oregon 97759, and Economic Development for Central Oregon, Inc. ("EDCO"), an Oregon nonprofit corporation, whose address is 705 Bonnett Way #1000, Bend, Oregon 97702. City and EDCO may be referred to each individually as a "Party," and collectively as the "Parties."

### STATEMENT OF FACTS:

A. City and EDCO are parties to a certain Economic Development Services Agreement dated \_\_\_\_\_, 2018 (the "Original Agreement") pursuant to which EDCO agreed to provide certain economic development services for and on behalf of City, including, without limitation, operating an economic development program to serve City as well as the area outside the incorporated City limits known as "Sisters Country" (the "Program"). The initial term of the Original Agreement expires on June 30, 2019.

B. The Program is focused on a multi-faceted economic development strategy aimed at growing the base of locally operated traded-sector businesses that provide a diverse range of family wage jobs and economic diversification. City and EDCO desire to continue the Program. City wishes to continue having EDCO provide administrative support and provide a local Program Manager (defined below) for the Program. EDCO is willing to continue to administer the Program and to employ a Program Manager for that purpose. This Agreement contains the Parties' agreement for EDCO's continued administration of the Program.

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Services; Program.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, EDCO will manage and provide administrative support for the Program for and on behalf of City (collectively, the "Services"). EDCO will report to City's city manager or his or her designee (the "City Manager") and will consult with and advise the City Manager on all matters concerning the Services. EDCO acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services. City acknowledges and agrees that EDCO may provide services for and on behalf of others, including, without limitation, other cities, counties, and other organizations and entities, that are the same or similar to the Services.

1.2 Coordination; Schedule of Services. EDCO will coordinate its performance of the Services with the City Manager. EDCO and City will routinely consult with each other to ensure effective and efficient provision of the Services and to manage related expenses. The Program Manager (defined below) and the City Manager will meet no less than monthly to review the Program and Services.

1.3 Program; Program Manager. The Program is and will be designed to provide substantive solutions relating to workforce issues, business finance, marketing, access to incentive programs, real estate development, and other factors impacting businesses in City. EDCO will hire, employ, and direct a program manager (the “Program Manager”) for the Program who will supervise and run the Program and oversee all elements of the Program in parallel with EDCO’s other outreach efforts for business recruitment, expansion, and retention activities. As of the Effective Date, Caprielle Foote-Lewis is the Program Manager. During the term of this Agreement, any new Program Manager will be selected by a hiring panel composed of the EDCO CEO and five Sisters and/or Sisters Country community leaders selected jointly by EDCO and City. Notwithstanding the foregoing, under no circumstances will EDCO be obligated to hire a Program Manager to whom it objects. The Program Manager is an EDCO employee. EDCO will be responsible for all oversight, management, supervision, direction, and control of the Program Manager. EDCO will have the sole right to (a) determine the Program Manager’s job duties, compensation and benefits, hours of work, and other working conditions, and (b) terminate the Program Manager’s employment. City, either through its elected officials or the Advisory Board (defined below), will provide feedback to EDCO regarding the Program Manager’s performance. The Program Manager must be a resident of City or Sisters Country. EDCO will present a quarterly Program report to City’s city council at a regularly schedule council meeting, which report will include a revenue and expense report for the Program.

1.4 Office Space. City or the local business community will provide proper and adequate office space, utilities, supplies and equipment to EDCO free of charge for EDCO’s Program personnel, for the sole purpose of performing the Services and managing the Program.

1.5 Board Representation. A representative from the Sisters community, in addition to City’s appointment of its “Platinum Membership Representative,” will be appointed (by City’s city council) to serve on the EDCO Board of Directors and will be expected to play an active role in monitoring and providing feedback for improving the Services performed by EDCO.

1.6 Advisory Board. A local advisory board (the “Advisory Board”) comprised of not less than nine (9) and not more than thirteen (13) members will meet regularly (monthly or every other month) and have the following primary responsibilities: (a) assist the Program Manager, as needed, with making the Program successful and effective; (b) provide perspective on Program and Program Manager performance to EDCO’s CEO and COO; and (c) lead local private fundraising efforts to support the Program. A principal responsibility of the Advisory Board pertaining to (a), above, is to complete a *Strategic Plan* identifying benchmark goals for recommendation to EDCO and the Program Manager. Advisory Board members will be selected by mutual agreement of EDCO and City and will serve terms of one to three years each. The Program Manager will serve as staff to the Advisory Board and assist the Advisory Board chair (and/or members) by organizing agenda priorities for discussion at meetings and proceedings of the Advisory Board. Minutes of meetings, including attendance, will be prepared by the Advisory Board and shared with City management for dissemination to the City Council. Failure by an Advisory Board member to attend at least seventy percent (70%) of the board’s meetings in a twelve-month period may result in the member’s removal, as mutually determined by City and EDCO.

1.7 Conditions Precedent. Notwithstanding anything contained in this Agreement to the contrary, each Party’s performance of its obligations under this Agreement is conditioned on the other Party’s performance of its obligations under this Agreement, including, without limitation, those EDCO obligations described under Section 4.4.

2. Compensation; Funding.

2.1 Compensation; No Benefits; No Reimbursement. Subject to the terms and conditions contained in this Agreement, in consideration of EDCO's timely performance of the Services relating to the Program in accordance with this Agreement, City will pay EDCO in the amount of \$12,500.00 per calendar quarter, prorated for any partial quarters, as payment for the Services performed in that quarter. EDCO will submit quarterly invoices to City within ten (10) days following the end of each quarter for the Services performed by EDCO during the immediately preceding quarter (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by EDCO (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; and (c) any other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. Except as may be expressly provided otherwise in this Agreement: (i) EDCO will provide, at EDCO's sole cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services; and (ii) City will not reimburse EDCO for any expenses EDCO incurs to perform the Services and/or provide or reimburse EDCO for any benefits or compensation paid by EDCO in connection with the Services or the Program. Notwithstanding anything contained in this Agreement to the contrary, the total compensation payable by City to EDCO under this Agreement for the Services relating to the Program will not exceed \$12,500.00 per quarter (excluding any amounts paid to EDCO under Section 2.2).

2.2 Private Fundraising.

2.2.1 EDCO and City agree that the Advisory Board and/or its fundraising committee (if any) is responsible to pursue private funds and/or in-kind contributions for purposes of supporting the Program and Services. EDCO will use any funds raised by the Advisory Board from sources within City and Sisters Country for Program purposes only; City will use funds raised by the Advisory Board for purposes of supporting the Program and/or economic development in City.

2.2.2 During the term of this Agreement, the Advisory Board will notify City in writing of private funding secured by the Advisory Board. Such notice will include (a) the funding source(s), including contact information, (b) the amount of funding, and (c) all other information requested by City. City will provide invoice(s) to the identified funding source(s) within thirty (30) days after receiving EDCO's notice or at such later date requested by the Advisory Board in the applicable notice.

2.2.3 Within thirty (30) days after City's receipt of any private funding, City will pay EDCO the private funding (or a portion thereof) secured by the Advisory Board (and/or its fundraising committee) subject to and in accordance with this Section 2.2. Notwithstanding anything contained in this Agreement to the contrary, total private funding payable by City to EDCO under this Section 2.2 will not exceed the following amounts per applicable year:

<u>Year</u>	<u>Maximum Amount</u>
July 1, 2019 – June 30, 2020:	\$8,000.00
July 1, 2020 – June 30, 2021:	\$10,000.00
July 1, 2021 – June 30, 2022:	\$13,000.00

2.2.4 For purposes of calculating the total private funding payable by City to EDCO each year under Section 2.2.3, the date(s) City receives private funding will determine the applicable year and maximum amount. Any funds received by City in a year in excess of the applicable maximum

amount under Section 2.2.3 will be the property of City; provided, however, City will use such funds for purposes consistent with Section 2.2.1. Notwithstanding anything contained in this agreement to the contrary, if private funds collected and received by City in a year are less than the applicable maximum amount identified in Section 2.2.3, EDCO will be entitled to only funds collected by City (not to exceed the amounts identified in Section 2.2.3) and City will have no additional payment obligation to EDCO.

### 3. Relationship.

3.1 Independent Contractor. EDCO is an independent contractor of City. Neither EDCO nor the Program Manager will be considered an employee of City. EDCO will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and EDCO and does not establish a joint venture or partnership between City and EDCO. Neither Party has the authority to bind the other Party or to represent to any person that the Party is an agent of the other Party. EDCO has the sole authority to hire other persons to assist EDCO in performing the Services, and has the sole authority to fire such persons.

3.2 Taxes; Licenses. City will not withhold any taxes from any payments made to EDCO. EDCO will be solely responsible for paying all taxes arising out of or resulting from EDCO's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. EDCO will be solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services.

### 4. EDCO's Representations; Warranties; Covenants.

Except for the express warranties stated in this Agreement, EDCO expressly disclaims all warranties with respect to the Services, express and implied, including, without limitation, any warranties that may have arisen or may arise from course of performance, course of dealing, or usage of trade. Notwithstanding the immediately preceding sentence, EDCO represents, warrants, and covenants to City as set forth below in this Section 4.

4.1 Authority; Binding Obligation; Conflicts. EDCO is duly organized and validly existing under applicable Oregon law. EDCO has full power and authority to sign and deliver this Agreement and to perform all of EDCO's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of EDCO, enforceable against EDCO in accordance with its terms. The signing and delivery of this Agreement by EDCO and the performance by EDCO of all EDCO's obligations under this Agreement will not (a) breach any agreement to which EDCO is a party, or give any person the right to accelerate any obligation of EDCO, (b) violate any law, judgment, or order to which EDCO is subject, or (c) require the consent, authorization, or approval of any person or entity other than EDCO.

4.2 Quality of Services. EDCO will perform the Services to the best of EDCO's ability, diligently, in good faith, in a professional manner, and consistent with the terms and conditions contained in this Agreement. EDCO will be solely responsible for performing the Services. EDCO will make all decisions called for within a reasonable period of time under the circumstances.

4.3 Insurance. During the term of this Agreement, EDCO will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to EDCO's

performance of its obligations under this Agreement (including damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by EDCO in connection with EDCO's performance of the Services with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content reasonably satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause. The workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance EDCO is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. EDCO's insurance will be primary and any insurance carried by City will be excess and noncontributing. EDCO will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements EDCO is required to obtain under this Agreement on EDCO's execution of this Agreement and at any other time reasonably requested by City.

4.4 Compliance With Laws. EDCO will perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, EDCO will comply with each obligation applicable to EDCO in connection with this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes may be referred to as the "Incorporated Statutes" and are incorporated herein by reference. EDCO has obtained, or will timely obtain, all licenses, approvals, and certificates necessary or appropriate for EDCO to perform the Services. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and ordinances related to this Agreement and/or EDCO's performance of the Services, including, without limitation, the Incorporated Statutes.

4.5 Records. EDCO will maintain complete and accurate records concerning all Services performed, including tax, financial, and accounting records relating to document revenue and expenses relative to the Program and Services rendered, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the expiration or earlier termination of this Agreement. EDCO's records will be maintained in accordance with sound accounting practices. EDCO's records concerning the Services, including EDCO's time and billing records, will be made reasonably and promptly available to City for inspection, copying, and audit on City's request.

## 5. City's Representations; Warranties; Covenants.

In addition to any other City representation, warranty, or covenant stated in this Agreement, City represents, warrants, and covenants to EDCO as set forth below in this Section 5.

5.1 Authority; Binding Obligation; Conflicts. City has full power and authority to sign and deliver this Agreement and to perform all City's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of City, enforceable against City in accordance with its terms. The signing and delivery of this Agreement by City and the performance by City of all City's obligations under this Agreement will not (a) breach any agreement to which City is a party, or give any person the right to accelerate any obligation of City, (b) violate any law, judgment, or order to which City is subject, or (c) require the consent, authorization, or approval of any person or entity other than City.

5.2 Timely Decisions. City will make all decisions called for within a reasonable period of time under the circumstances.

5.3 Compliance With Laws. In connection with this Agreement and its subject matter, City will act in accordance with all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and ordinances. Without otherwise limiting the generality of the immediately preceding sentence, City will comply with each obligation applicable to City in connection with this Agreement under the Incorporated Statutes.

6. Term; Termination.

6.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commences on the Effective Date and will continue until June 30, 2022, unless sooner terminated as provided in this Agreement.

6.2 Termination by Mutual Agreement or City's Prior Notice. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and EDCO, (b) City may terminate this Agreement for convenience and without cause by giving EDCO ninety (90) days' prior written notice of such termination to EDCO, and/or (c) City may terminate this Agreement immediately on notice to EDCO if City determines that City does not have adequate funding to support the Services or Program.

6.3 Termination for Cause. Subject to Section 6.4, either Party may terminate this Agreement immediately upon notice to the other Party on the occurrence of any of the following events: (a) continuous and repeated problems occur in connection with the other Party's performance of the other Party's obligations contained in this Agreement; or (b) the other Party breaches or otherwise fails to perform any of such other Party's representations, warranties, covenants, or obligations contained in this Agreement.

6.4 Prior Notice of Default. Prior to a Party's termination of this Agreement under Section 6.3, the non-defaulting Party will provide the alleged defaulting Party prior written notice of the alleged default (the "Default Notice"), which Default Notice must specify with reasonable particularity the default the non-defaulting Party believes exists. Commencing on the alleged defaulting Party's receipt of the Default Notice, the alleged defaulting Party will have twenty (20) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting Party under this Agreement if the alleged defaulting Party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable and not more than sixty (60) days after the alleged defaulting Party's receipt of the Default Notice. Notwithstanding anything contained in this Agreement to the contrary, a non-defaulting Party is not required to provide, and the alleged defaulting Party is not entitled to receive, a Default Notice on the alleged defaulting Party's commitment of a default of a provision of this Agreement if the alleged defaulting Party has previously received a Default Notice within the immediately preceding twelve (12) month period. Termination of this Agreement will not constitute a waiver or termination of any rights, claims, or causes of action the non-defaulting Party may have against the defaulting Party.

6.5 Consequences of Termination; Survival. Upon termination of this Agreement, neither Party will be obligated to reimburse or pay the other Party for any continuing contractual commitments to others or for damages arising from the cancellation of such contractual commitments. Without otherwise limiting the generality of the immediately preceding sentence, EDCO acknowledges and agrees that upon termination of this Agreement City will have no obligation to reimburse or pay EDCO and/or any funding source any private funding received by City under Section 2.2, except as expressly provided otherwise in this Section 6.5. Upon termination of this Agreement, City will pay EDCO a portion of private funding received by City prior to the date of termination in accordance with Section 2.2; provided, however, the applicable annual not-to-exceed amount identified in Section 2.2.3 will be prorated (reduced) for any partial year of this Agreement. Any residual private funding received by City on or after the date of termination and/or in excess of the prorated maximum amount will be retained by City for purposes of economic development. The termination of this Agreement, regardless of how it occurs, will not relieve a Party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

7. Indemnification.

7.1 EDCO – Indemnification. To the fullest extent permitted by the Laws, EDCO will defend, indemnify, and hold City, and each present and future City employee, officer, agent, and representative (collectively, “City’s Representatives”), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of EDCO’s provision of the Services and/or breach of and/or failure to perform any representation, warranty, covenant, or obligation of EDCO under this Agreement. EDCO’s indemnification obligations provided in this Section 7.1 will survive the termination of this Agreement.

7.2 City – Indemnification. To the fullest extent permitted by the Laws, City will defend, indemnify, and hold EDCO, and all of EDCO’s present and future directors, officers, employees, agents and representatives, harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of City’s breach of or failure to perform any representation, warranty, covenant, or obligation of City under this Agreement. City’s indemnification obligations provided in this Section 7.2 will survive the termination of this Agreement.

8. Contingencies; Limitation of Liability.

8.1 Contingencies. Neither Party will be responsible for failure to perform the Party’s obligations under this Agreement due to contingencies beyond the Party’s reasonable control, including without limitation, earthquakes, floods, tornadoes, and other acts of Nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a Party will be delayed by a contingency, the Party will promptly notify the other Party. Each Party will use commercially reasonable efforts to remove the contingency as soon as practicable.

8.2 Limitation of Liability. Notwithstanding any other provision of this Agreement, EDCO’s aggregate monetary liability to City for any reason and for any and all causes of action, whether in contract, tort, or otherwise, will not exceed the amount that City has paid to EDCO for the Services during the 12-month period immediately before the date the cause of action accrued. EDCO’s price for

the Services and EDCO's obligations under this Agreement are consideration for limiting EDCO's liability to City.

9. Ownership of Studies and Reports. The Creative Work (defined below) is, was, and will be specially ordered and commissioned for use by City, and is a work made for hire for copyright purposes to the extent it qualifies as such under applicable law. If any Creative Work, in whole or in part, does not qualify as work made for hire, then EDCO hereby assigns to City its entire interest in the Creative Work (if any), including all copyrights, patent rights, trade secret rights, trademark rights, moral rights, and other intellectual and proprietary rights in and to the Creative Work. At the request and expense of City, EDCO will sign such documents and take such actions that City deems reasonably necessary to perfect, protect, and evidence City's rights in the Creative Work. For purposes of this Agreement, "Creative Work" means any work that EDCO creates or has created in connection with the Services provided to City pursuant to this Agreement, and specifically excludes all of EDCO's existing inventions, trade secrets, trademarks, technology, copyrights, and other intellectual property or proprietary information not created for the City pursuant to this Agreement.

10. Confidential Information. For purposes of this Section 10, a Party receiving Confidential Information from the other Party may be referred to as the "receiving Party" and the Party disclosing such information may be referred to as the "disclosing Party". During the term of this Agreement, and at all times thereafter, the receiving Party will maintain all Confidential Information (as defined below) of the disclosing Party in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that (a) EDCO may use Confidential Information of City to perform the Services to the extent necessary or appropriate, and (b) the receiving Party may communicate or disclose Confidential Information of the disclosing Party in accordance with a judicial or other governmental order or as required by applicable law, but the receiving Party must promptly notify the disclosing Party prior to making such disclosure. The receiving Party will promptly notify the disclosing Party of any unauthorized use, communication, or disclosure of any Confidential Information of the disclosing Party in violation of this Section 10, and will assist the disclosing Party in retrieving any Confidential Information of the disclosing Party that was used, communicated, or disclosed by the receiving Party in violation of this Section 10 and to mitigate the harm caused by such unauthorized use, communication, or disclosure. On the earlier of the disclosing Party's request or the termination of this Agreement, the receiving Party will promptly return to the disclosing Party all documents, instruments, and materials containing the disclosing Party's Confidential Information accessed or received by the receiving Party, together with all copies and summaries of such Confidential Information in the receiving Party's possession or control. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Section 10 do not operate to transfer any ownership or other rights in or to the Confidential Information to the receiving Party or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and materials disclosed by the disclosing Party to the receiving Party that is marked or identified by the disclosing Party orally or in writing as confidential, which may include, without limitation, any documentation, information, and materials relating to or concerning the disclosing Party's (and any of the disclosing Party's clients' or business relations') future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.). Notwithstanding the foregoing, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws. Further, the receiving Party will not breach this Section 10 by using or disclosing Confidential Information if the receiving Party demonstrates that the information used or disclosed: (i) is generally available to the

public other than as a result of a disclosure by the receiving Party or an employee or other representative of the receiving Party; (ii) was received by the receiving Party from another person without any limitations on use or disclosure, but only if the receiving Party had no reason to believe that the other person was prohibited from using or disclosing the information by a contractual or fiduciary obligation; or (iii) was independently developed by the receiving Party without using Confidential Information of the disclosing Party.

## 11. Miscellaneous.

11.1 Severability; Assignment; Binding Effect; Further Assurances; Time of the Essence. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained in this Agreement. Neither Party may assign any of the Party's rights or obligations under this Agreement without the other Party's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective successors and permitted assigns and will inure to their benefit. The Parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to the performance of the Parties' obligations under this Agreement.

11.2 Negotiations; Arbitration; Attorney Fees. If any claim, dispute, or controversy arises out of or related to this Agreement or its subject matter (a "Dispute"), City and EDCO will first attempt to reach a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. Except as otherwise provided below in this Section 11.2, if any Dispute is not resolved by negotiated resolution as set forth above, the Dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the Parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the Parties. If the Parties do not agree on an arbitrator, each Party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be initiated by filing a claim with Arbitration Service of Portland, Inc. ("ASP"), and will be conducted in accordance with the then-current rules of ASP. The resolution of any dispute, controversy, or claim as determined by the arbitrator will be binding on the Parties. Judgment on the award of the arbitrator may be entered by any Party in any court having jurisdiction. A Party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim. Any such action, suit, or proceeding will be litigated in courts located in Deschutes County, Oregon. For the purposes set forth in the immediately preceding sentence, each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. For purpose of this Agreement, the United States District Court for the District of Oregon, Eugene Division is deemed located in Deschutes County, Oregon. If any arbitration or litigation is instituted to interpret, enforce, and/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, 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.

11.3 Governing Law; Remedies. This Agreement is governed by the laws of the State of Oregon, the state in which this Agreement is deemed to have been executed and delivered, without

giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. If a Party breaches or otherwise fails to perform any of its representations, warranties, covenants, 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 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.

11.4 Notices. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the Parties at the addresses first set forth above, or any other address that a Party may designate by notice to the other Party, and are considered delivered on actual receipt if delivered personally, by fax or email transmission (with electronic confirmation or delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

11.5 Modification, Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by the Parties. No waiver by either Party at any time of any breach of, or lack of compliance with, any condition or provision of this Agreement will be deemed a waiver of other provisions or conditions of this Agreement. This Agreement contains the entire agreement and understanding between the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement, including, without limitation, the Original Agreement.

11.6 Construction. The language in all parts of this Agreement will in all cases be construed according to its fair meaning and not strictly for or against either of the Parties. Without limitation, there will be no presumption against either Party on the ground that such Party was responsible for drafting this Agreement or any part of it. 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. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

11.7 Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Electronic signatures and copies of signature by electronic scan, facsimile or otherwise will be treated as original signatures.

11.8 Authority. By signing below, each signatory to this Agreement represents and warrants that the signatory has the authority to execute this Agreement on behalf of the Party for whom the signatory is signing, and to bind such Party to the terms of this Agreement.

[end of agreement – signature page immediately follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date first written above but made effective for all purposes as of the Effective Date.

CITY:  
City of Sisters,  
an Oregon municipal corporation

EDCO:  
Economic Development for Central Oregon, Inc.,  
an Oregon nonprofit corporation

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By: Chuck Ryan  
Its: Mayor

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By: Roger Lee  
Its: CEO

DRAFT



# Show Me Your License

## The Basics of Tobacco Retailer Licensing



### Q: What is a tobacco retailer licensing (TRL) law?

**A:** A tobacco retailer license is a special license the government issues to businesses that sell tobacco products. State and local governments commonly use licensing to regulate certain kinds of businesses and professions, such as alcohol retailers, pharmacies, and restaurants.

Similar to other licensing schemes—such as driver’s licenses—TRL is aimed at ensuring that licensees are aware of eligibility requirements and performance standards. TRL also puts in place a system to address the problem when licensees fall short. If a business fails to meet the eligibility requirements or performance standards, its license can be suspended or revoked, prohibiting the business from selling tobacco until the license is reinstated. As with a license to sell alcohol products, obtaining the license is acknowledgment that selling tobacco products is a privilege, not a right.

### Q: Why is TRL good for my community?

**A:** Communities adopt TRL laws for many reasons—for example, to ensure comprehensive local enforcement of all tobacco laws that affect the retail environment. This and other points are discussed below.

#### **TRL is a comprehensive enforcement tool.**

Local governments can use TRL to enforce all tobacco-related laws that affect the retail outlet. For example, under state and/or federal law, it is illegal to sell tobacco to youth,\* display tobacco products via a self-service display, or sell single cigarettes, but each of these laws currently has a different enforcement mechanism. Furthermore, enforcement of these laws may not be a top priority for state or federal agencies. Under a strong TRL law, violation of these laws also constitutes a violation of the local tobacco retailer license. Because TRL can be enforced locally, local communities can use it to prioritize enforcement of state and federal laws even when state and federal authorities are unable to do so.

#### **TRL protects youth.**

TRL is an effective tool for reducing tobacco sales to youth because it helps ensure that retailers comply with existing laws that prohibit tobacco sales to youth. Research has shown that local tobacco retail ordinances dramatically reduce youth access to cigarettes. For example, a review of 33 California



\* Federal law prohibits the sale of tobacco products to individuals under the age of 18. However, many state and local governments have established higher minimum legal sales ages ranging from 19 to 21. For a list of local governments that have increased the minimum legal sales age to 21, see [www.tobaccofreekids.org/assets/content/what\\_we\\_do/state\\_local\\_issues/sales\\_21/states\\_localities\\_MLSA\\_21.pdf](http://www.tobaccofreekids.org/assets/content/what_we_do/state_local_issues/sales_21/states_localities_MLSA_21.pdf). For a list of minimum legal sales ages in each state, see the American Lung Association’s State Legislated Actions on Tobacco Issues State Pages at [www.lungusa2.org/slati/states.php](http://www.lungusa2.org/slati/states.php).

communities with strong TRL laws overwhelmingly demonstrated a decline in each community's youth sales rate after the local government enacted the law, with an average decrease of 26%.<sup>1</sup> Similarly, a study of several Minnesota cities found that an increased licensing fee along with strict enforcement of youth access laws led to a decrease in the percentage of youth able to purchase tobacco from 39% to 5%.<sup>2</sup> TRL also can be used to prohibit or limit the sale of other tobacco products that appeal to youth, such as menthol cigarettes, flavored electronic smoking devices (like e-cigarettes), and flavored little cigars.

#### **TRL helps communities track tobacco sales.**

Through TRL, local government can maintain an inventory of all the businesses that are selling tobacco, including the different kinds of businesses that sell tobacco and where they are located relative to schools, youth-populated areas, and each other.

#### **TRL fees provide for self-financing enforcement.**

A key advantage of a TRL system is that the fee the business pays annually to keep its license can be used to fund implementation and enforcement of a TRL program, which allows for regular compliance checks of retailers.

#### **TRL can help communities improve health equity.**

One of the most promising potential uses of TRL is to reduce inequities in how tobacco products are marketed and sold in underserved communities. Research has found that the prices of tobacco products tend to be lower in neighborhoods of low socioeconomic status and African American neighborhoods.<sup>3</sup> Evidence shows that these same communities have higher rates of tobacco use and addiction, worse health outcomes, and increased health inequities.<sup>4</sup> Because the health problems associated with tobacco use fall disproportionately on underserved communities, policy interventions that affect consumption, price, or marketing also have a greater impact on these populations and have the potential to address these inequities.

#### **Q: It's already illegal for youth to buy tobacco products. Why do we also need to license retailers?**

**A:** All state governments, as well as the federal Family Smoking Prevention and Tobacco Control Act (often known as the Tobacco Control Act), prohibit the sale of tobacco products to youth.<sup>5</sup> However, under existing laws, youth purchase rates remain quite high. In 2014, nearly 10% of retail outlets illegally sold tobacco to minors.<sup>6</sup> A strong TRL law can help counter the tobacco industry's predatory practices that disproportionately target youth; facilitate comprehensive enforcement of federal, state, and local tobacco laws; and ensure that inspections and compliance checks occur in all the stores in the community.

#### **Q: My state already has a TRL requirement. Why would a local law benefit my community?**

**A:** Although nearly 40 states have TRL laws at the state level, most of these programs were created to ensure that retailers comply with the requirements of tax laws, such as selling tobacco products with a legitimate tax stamp, rather than to promote public health and advance equity.<sup>7</sup> Most state-level TRL laws are administered and enforced by a state department of revenue or taxation, and these agencies may not have the same public health priorities as a local community. By adopting a local TRL law, a jurisdiction can enforce local, state, and federal tobacco-related laws—all on the local level.

TRL gives local government the authority to intervene as needed, making enforcement more effective and more efficient. For instance, if there are reports of the convenience store near the high school selling cigarettes to youth, local officials can address the problem directly by conducting their own compliance check instead of waiting for a state enforcement operation to come to town. It is possible to create a state-level TRL law (or amend an existing state law) to accomplish the same things as a strong local TRL law, but to date, no state has done so.

### Q: Is a local TRL law legal?

**A:** Yes. A TRL law is a valid exercise of a local government's police power authority to protect the health, safety, and welfare of the community. However, some state laws prohibit or *preempt* local laws regulating the retail environment. To find out if a state has a preemption provision that would affect a local TRL law, consult with a local government attorney or a provider of state or national legal technical assistance. ChangeLab Solutions and the Tobacco Control Legal Consortium are legal organizations funded to provide technical assistance on retail issues pertaining to tobacco control nationwide.

In addition, several states are served by a legal technical assistance provider, funded to work directly with communities in those states. Collaboration with local city or county attorneys may also be necessary to ensure that a local government has the authority to implement TRL. If there is no state preemption, a local government will likely be able to adopt its own TRL law. Although the federal Tobacco Control Act regulates some tobacco products, it explicitly allows state and local governments to adopt laws that are stricter than the federal law.<sup>8</sup>

### Q: Is it fair to charge retailers a fee to sell a product that is legal? Couldn't it put small retailers out of business?

**A:** Tobacco is one of the only addictive and deadly products that does not require a government license and fee in order to be sold. In the case of alcohol, for instance, each state either requires retailers to have a license to sell alcohol products or allows sales only in state-run outlets. Such licenses can cost hundreds or thousands of dollars per year.<sup>9</sup>

In addition, retailers generate tremendous income from the sale of tobacco products. Cigarettes are the number one product sold at convenience stores, and in 2012, they generated average sales of \$622,248 per store.<sup>10</sup> Licenses and fees are required for a variety of activities, such as driving, hunting, and getting married. Businesses in industries such as personal or animal care, mental health, professional services, or food services also need to obtain licenses or permits before conducting business. A local licensing program is a way to ensure that sales of a deadly product are done lawfully.

### Q: In addition to preventing tobacco sales to youth, how can a community use a TRL system?

**A:** TRL can be used to enforce virtually any tobacco-related policy at retail outlets, including strategies to increase the price of tobacco products, to require a minimum pack size for little cigars, to restrict the sale of menthol cigarettes and other flavored tobacco products, and to regulate tobacco retailer location or density. ChangeLab Solutions has [model policy language](#) available on each of these topics.

### Q: Are tobacco control advocates collaborating with professionals who are working to increase access to healthy food and reduce access to alcohol in the retail environment?

**A:** Yes. For example, California's [Healthy Stores for a Healthy Community](#) campaign is a statewide collaboration of partners advocating healthy nutrition, prevention of tobacco use, and prevention of alcohol use, coordinated by the California Department of Public Health's Tobacco Control Program. The campaign focuses on the link between the store environment and community health. In 2016, counties throughout California conducted surveys at more than 7,000 stores that sold tobacco. The surveys included questions on the availability of and advertisements for tobacco, food and beverage, and alcohol products. This survey found that statewide, more stores sold fruit-flavored tobacco than real fruit; nearly 70% of stores had exterior advertisements for unhealthy products (alcohol, tobacco, or unhealthy food); 41% of stores sold sugary drinks at the checkout; and more than 69% of stores that sold alcohol also sold alcopops, which are sweet, often fruit-flavored alcoholic beverages that are particularly appealing to youth.<sup>11</sup>

### Q: How do I get started developing tobacco retailer licensing?

**A:** ChangeLab Solutions has developed the [Tobacco Retailer Licensing Playbook](#), an easy-to-use guide that outlines strategies to develop, implement, and enforce a comprehensive TRL policy. The playbook provides all the steps and considerations involved in building support for TRL, and it includes examples and key resources to help communities create a strong local policy that improves public health. [Contact](#) ChangeLab Solutions for technical assistance on implementing TRL in your community.

- <sup>1</sup> The American Lung Association in California Center for Tobacco Policy and Organizing. *Tobacco Retailer Licensing Is Effective*, 2013. Available at: <http://center4tobaccopolicy.org/wp-content/uploads/2016/10/Tobacco-Retailer-Licensing-is-Effective-September-2013.pdf>.
- <sup>2</sup> Forster JL, Murray DM, Wolfson M, Blaine TM, Wagenaar AC, Henrikus DJ. The effects of community policies to reduce youth access to tobacco. *American Journal of Public Health*. 1998;88(8):1193-8.
- <sup>3</sup> Cantrell J, Kreslake JM, Ganz O, et al. Marketing Little Cigars and Cigarillos: Advertising, Price, and Associations with Neighborhood Demographics. *American Journal of Public Health*. 2013;103(1):1902-9.  
Toomey TL, Chen V, Forster J, Coevering PV, Lenk KM. Do Cigarette Prices Vary by Brand, Neighborhood, and Store Characteristics? *Public Health Reports*. 2009;124(4): 535-40.  
Feighery EC, Schleicher NC, Boley Cruz T, Unger JB. An Examination of Trends in Amount and Type of Cigarette Advertising and Sales Promotions in California Stores, 2002-2005. *Tobacco Control*. 2008;17(2):93-8.  
Henriksen L, Schleicher NC, Dauphinee AL, Fortmann SP. Targeted Advertising, Promotion, and Price for Menthol Cigarettes in California High School Neighborhoods. *Nicotine and Tobacco Research*. 2012;14(1):116-21.
- <sup>4</sup> Tobacco-Related Disparities. Centers for Disease Control and Prevention website. [www.cdc.gov/tobacco/disparities/index.htm](http://www.cdc.gov/tobacco/disparities/index.htm). Accessed February 20, 2018.
- <sup>5</sup> Family Smoking Prevention and Tobacco Control Act (Pub. Law 111-31, June 22, 2009); A summary of the retail provisions of this Act can be found at: US Food and Drug Administration. Family Smoking Prevention and Tobacco Control Act – An Overview. 2018. Available at: [www.fda.gov/tobaccoproducts/guidancecomplianceregulatoryinformation/ucm246129.htm](http://www.fda.gov/tobaccoproducts/guidancecomplianceregulatoryinformation/ucm246129.htm).
- <sup>6</sup> Substance Abuse and Mental Health Administration, Tobacco Sales to Youth, FFY 2014. Available at: <https://store.samhsa.gov/shin/content//SYNAR-15/SYNAR-15.pdf>.
- <sup>7</sup> More than 40 states require a tobacco retailer license for over-the-counter sales, vending machine sales, or both. State Tobacco Activities Tracking and Evaluation (STATE) System. 2018. Available at: [www.cdc.gov/STATESystem](http://www.cdc.gov/STATESystem). Most state tobacco retailer licensing laws are implemented and enforced by the state agency that enforces tax laws.
- <sup>8</sup> 21 U.S.C.A. § 387p(a)(1).
- <sup>9</sup> For example, \$500-\$1,000 in Indiana (Ind. Code. § 7.1-4.41-12(c)); \$624-\$1,820 in Florida (Fla. Stat. § 565.02(1)(a)-(f)); \$300-\$3,000 for two years in Delaware (Del. Code Ann. tit. 4 § 554).
- <sup>10</sup> The American Lung Association in California Center for Tobacco Policy and Organizing. *Cigarettes Generate Big Revenue for Convenience Stores: Analysis of 2013 State of the Industry Report*. Available at: <http://center4tobaccopolicy.org/wp-content/uploads/2016/10/Cigarettes-Generate-Big-Revenue-September-2013.pdf>.
- <sup>11</sup> California Department of Public Health, Healthy Stores for a Healthy Community. Available at: <http://healthystoreshealthycommunity.com/media-center/?campaign>.

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*ChangeLab Solutions is a nonprofit organization that provides legal information on matters relating to public health. The legal information provided in this document does not constitute legal advice or legal representation. For legal advice, readers should consult a lawyer in their state.*

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Originally published September 2015. Updated in June 2018.



October 25, 2017

Deschutes County Board of Commissioners  
PO Box 6005  
Bend, OR 97708

Dear Board of County Commissioners,

After hearing from Deschutes County Health Services staff during our October 11<sup>th</sup> Workshop, the Sisters City Council is pleased to send you this letter of support for implementing a Tobacco Retail Licensure (TRL) Program in Deschutes County. The City of Sisters believes this program will improve the lives and health of individuals and families by eliminating illegal sales of tobacco to minors in our city.

The Sisters City Council feels that education is an integral part of the TRL program. We are hopeful that the County will adopt TRL fee option two; which includes an annual compliance and educational visit and one yearly minor decoy inspection.

The Sisters City Council hopes the Board of County Commissioners will consider these important issues and implement a TRL Program in Deschutes County.

Sincerely,

Chuck Ryan  
Mayor

REGULAR MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
APRIL 24, 2019

**MEMBERS PRESENT:**

Chuck Ryan	Mayor
Nancy Connolly	Council President
Andrea Blum	Councilor
Richard Esterman	Councilor (phone)
Michael Preedin	Councilor

**STAFF PRESENT:**

Cory Misley	City Manager
Paul Bertagna	PW Director
Joe O'Neill	Finance Director
Patrick Davenport	CDD Director
BreAnne McConkie	Principal Planner
Garrett Chrostek	City Attorney
Kerry Prosser	City Recorder

**GUESTS:**

Sgt. William Bailey	Deschutes County Sheriff
Erik Huffman	Beecon Engineering
Joe Bessman	Transight Consulting, LLC

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

The meeting was called to order by Mayor Ryan at 6:19 p.m.  
Councilor Esterman joined the meeting via phone.

**II ROLL CALL**

City Recorder Prosser took roll call and established a quorum.

**III APPROVAL OF AGENDA**

*Councilor Blum made a motion to approve the agenda. Councilor Preedin seconded the motion. A roll call vote was taken. The motion carried 5 -0*

**IV VISITOR COMMUNICATION-None**

**V CONSENT AGENDA**

- A. Minutes
  - 1. April 10, 2019-Regular Meeting
  - 2. April 10, 2019-Workshop
- B. Bills to Approve
  - 1. April 17, 2019 Accounts Payable

*Councilor Blum made a motion to approve the Consent Agenda. Council President Connolly seconded the motion. A roll call vote was taken. The motion carried 5-0.*

**VI SHERIFF'S REPORT**

Sgt. Bailey reviewed the traffic statistics for March. He said a Community Action Team had designated shifts in Sisters and they had been focused on distracted driving. Councilor Preedin thought the community had noticed the change in enforcement. Councilor Blum asked when the bike patrols would begin. Sgt. Bailey replied they would be on the weekends from Memorial Day to Labor Day. Council President Connolly reminded Sgt. Bailey, the Sisters Annual Lacrosse Invitational, would be in Sisters on May 4-5 and would bring in a large number of visitors.

Councilor Preedin asked about an assault that had happened over the weekend. Sgt. Bailey replied there was an ongoing investigation.

**VII OTHER BUSINESS -None**

**VIII MAYOR/COUNCILOR BUSINESS**

Councilor Preedin reminded Council that the Sisters Country Economic Development would be hosting a Made in Sisters event on Friday, May 17<sup>th</sup> and invitations would be coming soon.

**IX COUNCIL BUSINESS**

**A. Discussion and Consideration of Motion to Adopt and File a Corrective Action Plan for the Fiscal Year 2017/18 Audit as Required by the Secretary of State.**

Director O'Neill explained the letter was a formal action plan required by the State addressing deficiencies identified by the auditors on the fiscal year 2017-18 financial statement audit.

*Councilor Blum made a motion to adopt and file a corrective action plan for the fiscal year 2017/18 audit as required by the Secretary of State. Council President Connolly seconded the motion. A roll call vote was taken. The motion carried 5-0.*

Mayor Ryan explained that during the absence of a City Manager, he had worked on the first draft of the Development Agreement, which was part of the package of items included in the public hearing. Mayor Ryan recused himself from the public hearing and turned the meeting over to Council President Connolly. He left the dais at 6:29 p.m.

Council President Connolly reviewed the public comment process, and City Recorder Prosser showed the audience how the three-minute timer worked.

The full recording of the Public Hearing can be found on the City of Sisters website:  
[ci.sisters.or.us/sites/default/files/archives/audio/CityCouncil/2019/cc042419reg.phmmv.mp3](http://ci.sisters.or.us/sites/default/files/archives/audio/CityCouncil/2019/cc042419reg.phmmv.mp3)

**B. Public Hearing for Ordinance 496: AN ORDINANCE CONCERNING PLANNING FILE NOS. MP 18-01/SUB 18-02/ZM 18-02/DA 19-01, MCKENZIE MEADOWS VILLAGE MASTER PLAN, SUBDIVISION, ZONE CHANGE, PLAN AMENDMENT, AND DEVELOPMENT AGREEMENT.**

Council President Connolly explained this was the time and place set for the hearing on MP 18-01/SUB 18-02/ZM 18-02/DA 19-01 McKenzie Meadows Village Master Plan, Subdivision, Zone Change, Plan Amendment, and Development Agreement. Council President Connolly called the hearing to order.

Council President Connolly read the hearing procedures.

Council President Connolly explained Councilors must disclose any ex-parte contacts (including site visits), prior hearing observations, biases, or conflicts of interest. She asked if any Councilor had anything to disclose and, if so, please state the nature of same and whether you could proceed.

Councilor Blum disclosed she had friends that lived in the Village of Cold Springs (VCS) neighborhood. She did a site visit. Councilor Blum stated she intended to continue with the hearing.

Councilor Preedin disclosed he had lived in the Village of Cold Springs years ago. Councilor Preedin stated he intended to continue with the hearing.

Councilor Esterman had no disclosures. Councilor Esterman stated he intended to continue with the hearing.

Council President Connolly disclosed she worked for Sisters School District and viewed the property daily during recess duty. She said when they got to the Development Agreement, there was a reference to transitional housing and that was the department she worked for in special education for the School District. She did not think there was a conflict of interest. Council President Connolly stated she intended to continue with the hearing.

Council President Connolly asked if any party wished to challenge any member of the Council's ability to hear this matter based on ex-parte contacts, biases, conflicts, or for any other reason. No challenges were made.

Principal Planner McConkie delivered the staff report

- The Council, as the hearings body, would hear testimony and evidence concerning the application submitted by Hayden Homes, LLC. The address of the subject property was 680 W. McKinney Butte Rd. and further identified as Tax Lots 5500, 1202, 1203, & 1205 of Map 151005CB.
- The applicant was requesting approval of a Master Plan Development, Comprehensive Plan Map, and Zoning Map Amendment, Tentative Subdivision, and a Development Agreement for the subject property.
- The applicable substantive criteria were listed in the Staff Report, but included:  
City of Sisters Development Code (SDC): Chapter 4.1 – Types of Applications and Review Procedures-Chapter 4.5 – Master Planned Developments-Chapter 4.3 – Land Divisions and Lot Line Adjustments-Chapter 2.3 – Multi-Family Residential District (MFR)-Chapter 2.15 – Special Provisions-Chapter 2.8 – Open Space District (OS)-Chapter 3.1 – Access and Circulation-Chapter 3.2 – Landscaping and Screening-Chapter 4.7 – Land Use District Map and Text Amendments-Statewide Land Use Goals-City of Sisters Comprehensive Plan-Oregon Revised Statutes: ORS 94.504 – 94.528, Development Agreements-Oregon Administrative Rules: Division 12 – Transportation Planning.

Principal Planner McConkie stated the Applicant was requesting approval of a Master Plan Development, Comprehensive Plan Map & Zoning Map Amendment, Tentative Subdivision, and Development Agreement.

Principal Planner McConkie explained the staff report contained a detailed review and findings of the applicable criteria. Tonight's focus was primarily on the criteria where staff had concerns and

where they had received the greatest number of public comments, where we were recommending related conditions of approval and where the applicant had requested exceptions to the development requirements. She said she would go into more detail if Councilors would like to.

Principal Planner McConkie stated as a reminder; it was her job to review the proposal for conformance with the City's adopted Development Code standards and criteria and to make a recommendation to the Council on those findings. The Council should review the proposal and make a decision based on the standards and criteria in the Development Code and should justify the decision according to the criteria, standards, and facts.

- The site was located in the NW portion of the City and was adjacent to Sisters High School to the west, Sisters Middle School to the south, and the VCS subdivision to the east. It was zoned Multi-family Residential (MFR) and Open Space (OS)
- It was vacant with several existing Significant Trees. There was currently a private gravel road that provides access to the properties to the north which were outside of city limits and included a private residence.
- The site was annexed in 2006 and was rezoned with its current zoning in 2010. A Master Planned Development, Subdivision, and Zoning Map Amendment were previously approved for the subject site under application MP 10-1 and SUB 10-02, however, the approvals have since expired and expired land use approvals were not criteria by which a decision should be made.
- The request would enable the development of a minimum of 195 residential units (116 single family detached, 18 single family attached/ townhomes and a minimum of 61 to 65 multi-family units) and 3.35 acres of open space as well as recreational amenities and supporting infrastructure.
- The applicant was proposing the development to take place in six phases.
- OS along McKinney Butte to continue the OS setback to the east, several mid-block OS spaces to increase connectivity, and a large OS parcel proposed to be developed with parklike facilities.
- The proposal includes: a zoning map amendment to relocate 1.80 acres of OS zoning district within the project site.
- Consideration of a Development Agreement (DA 19-01) to address specific terms related to the provision of Affordable Housing Units.

Councilor Blum asked about Tract E. Principal Planner McConkie replied the applicant was proposing this area have recreational amenities with picnic tables, benches, and landscaping.

Principal Planner McConkie showed a map of the tentative locations for affordable housing. Council President Connolly asked if those were the one-in-ten requirements and Principal Planner McConkie replied they were. Councilor Preedin asked if they would be built in Phase I. Principal Planner McConkie said some were in Phase I, Phase III and Phase VI. She said there were some recommended conditions of approval related to the phasing.

ZONING MAP AMENDMENT (FILE #ZM 18-02):

- The applicant was requesting to relocate the existing 1.80 acres of Open Space district zoning to another location within the proposed Master Planned development.
- No reductions to the amount of actual Open Space zoning were proposed.
- The primary stated objective of this zoning relocation was to maximize the preservation of Significant Trees. She noted the largest tree on the site was now located on this site.

Staff had reviewed the Comprehensive Plan/Zoning Map Amendment request using the approval criteria for Quasi-Judicial Amendments in SDC 4.7.300(B) and found that the requested zoning relocation met these criteria.

Principal Planner McConkie stated a detailed analysis and staff findings, as well as the Planning Commission's recommendation and decision, was included in the staff report, but the following issues warranted further discussion. The applicant requested four modifications to development standards. Staff and the Planning Commission recommended approval of three of the four requested modified development standards.

Principal Planner McConkie reviewed the applicant's request for:

- Lots 1-14 and 55-65: 10% reduction to the required 10' minimum front yard setback = 9' minimum front yard setback

Staff recommended that the request be denied because it did not meet the criteria in SDC 4.5.400(B).

Principal Planner McConkie stated reducing the front yard setback would not enhance the visual characteristics of the neighborhood. The Applicant had stated that the reduced front yard would allow for front porches. However, it was the staff's determination that front porches could be designed without a reduction to the front yard.

If the City Council approved this requested modification, staff recommends a condition of approval be added to require covered front porches with a depth of no less than 4' on the lots relevant to this request.

**STREET & ACCESS REQUIREMENTS:**

There were four specific Development Code standards related to requiring street connections. Principal Planner McConkie said she would cover the Development Code requirements as they related to streets and access and then turn the time over to the City Engineer and City Transportation Engineer to provide additional information and context.

Principal Planner McConkie stated this was a contentious issue, but she wanted to remind everybody that her job was to review the proposal for conformance with the criteria and standards in the Development Code and make a recommendation based on those standards. She also wanted to clarify that she did not hire the Transportation Engineer; the Transportation Engineer was contracted with our City Engineer.

Tentative Subdivision - General Requirements:

4.3.200(M). Streets shall be extended to the boundary lines of the parcel or tract to be developed, when the extension is necessary to give street access to or permit a satisfactory future division of, adjoining land.

1. Extended streets or street stubs to adjoining properties are not considered to be cul-de-sacs since they are intended to continue as through streets when the adjoining property was developed.

Staff found the applicant had provided street extensions to the north which were intended to continue as through streets to the adjoining properties to the north when they were developed.

The proposed subdivision abuts the VCS to the east, which included the existing developed Williamson Ave and Hill Ave street stubs. These existing street stubs were proposed and required to be built as part of the approved VCS Subdivision and Master Plan (#MP 05-01, SUB 05-02) to meet this specific code requirement and to provide street access to this subject site. Also worth noting; a mid-block pedestrian connection was also proposed in VCS to meet the spacing requirements.

The applicant was proposing a 58' right-of-way for both Williamson and Hill Avenues rights-of-way to connect to the existing stubs adjacent to the property and therefore met this requirement.

Staff reviewed this proposal for conformance with this standard and was recommending a condition of approval to ensure Williamson and Hill Avenues were fully improved and extended to the boundary lines of the parcel in order to meet SDC 4.3.200 (M) providing street access to adjoining land.

Principal Planner McConkie noted while we were recommending a full 58' wide ROW dedication, we were recommending that the physical improvements match the existing cross-sections of Williamson Ave and Hill Ave street cross-sections. These extended streets were proposed to connect to the adjoining properties, without barricades, and were therefore not considered to be cul-de-sacs because they were proposed to continue as through streets.

SDC 4.3.600(A) lists the 5 Approval Criteria for a Preliminary Plat.

4. Requires the proposed streets, roads, and utilities be laid out to conform or transition to the plats of subdivisions already approved for adjoining property as to width, general direction and in all other respects.

Staff found the VCS was the only platted residential subdivision that abuts the property and the proposed streets, as currently designed, transition to the adjoining property as to width and general direction, therefore meeting this criteria. Additionally, the City Engineer reviewed this proposal for conformance with this standard and provided additional context and recommendations, which the Transportation Engineer would cover in more detail.

### Chapter 3.1 – ACCESS AND CIRCULATION

The code lays out the minimum and maximum requirements for street spacing. The required maximum allowed spacing on McKinney Ranch Road was 600'. The applicant was proposing a spacing of 760' and was requesting an exception to the spacing.

The code allowed for exceptions to the required access spacing standards in SDC 3.1.300(I) (7)

7. Exceptions

a. The Community Development Director or designee may allow exceptions to the access standards above in any of the following circumstances:

1. Where development patterns or physical constraints, such as topography, prevent access.
2. Where the proposal was to relocate an existing access closer to conformance.
3. Results in safer access, less congestion, a better level of service, and more functional circulation.
4. When divided by one or more multi-use pathway(s)

b. Where an exception is approved, the access shall be as safe and functional as practical in the particular circumstance.

EXCEPTION REQUEST: McKinney Ranch Road (east):

Hill Ave/Williamson Ave: 600 ft. the maximum spacing required, approximately 760 ft. spacing proposed.

Williamson Ave and Hill Ave were stubbed to the property line and had an existing spacing of 760', which exceeds the required 600' max spacing. However, because of the existing development and lack of potential midpoint right-of-way connection that would meet this standard, an exception to the access standards was warranted and met the criteria. Additionally, the applicant has proposed a multi-use path on Tract I between McKinney Ranch Rd and the Village of Cold Springs, Phase II Open Space meeting exception criteria SDC 3.1.300. The proposed multi-use path would connect to an existing, unimproved pathway the VCS previous Master Plan required a multi-use path be installed; it was never built. The applicant was proposing stubbing pathways to their property line.

City Engineer Erik Huffman reviewed the street spacing on Williamson Avenue. He showed a screenshot of the subdivision plat for VCS Phase IV. It showed Williamson Avenue as a 30-foot wide tract which was shown as a private street and noted to have numerous easements. On the north side of Williamson, there was a dashed line with Public Utility Easement noted. He explained there were: Public Utility Easements (PUE), Sidewalk Easements (SW) and Utility Easements (UE) on the street. He noted with 30"ft on Williamson and 15ft of PUE there were 45 feet of public access easements.

Councilor Preedin asked about the width of the Right of Way (ROW). Mr. Huffman replied there was 30' road, 15' on the north side and 10' on the south side for a total of 55 feet of ROW.

Councilor Blum asked for clarity on who owned the property where there were easements. Mr. Huffman replied the lot lines went to the right-of-way line. The 30 foot wide road was owned by the HOA, and then 15 feet was a sidewalk, yard or maintenance, and utility boxes. Councilor Blum asked who was responsible for maintaining the yard. Mr. Huffman said yard maintenance was the responsibility of the homeowner. He said there were 55 feet total and 45 feet of that had a Public Access Easement over it.

Mr. Huffman reviewed the descriptions that were recorded regarding the easements at VCS. He explained that many fences had been built near the curb in the PUE area and were not approved by the City. He noted fences were not allowed in the PUE. He said any utility would have the right to tear a fence down. Council President Connolly asked if fences were a safety issue, and Mr. Huffman replied it was more of a maintenance issue. He said fences could be a safety issue when close to intersections. Councilor Blum asked if there were permits required for these fences. Principal Planner McConkie replied no permits were required; they just needed to meet the code; in this case, they should not have been built in the easement.

Mr. Huffman stated the streets in VCS had been constructed with 8" of crushed aggregate base course and 3" of asphalt surfacing, which is also the current standard for local streets. He reviewed the load impact on road structure:

- Pavement design was based on Equivalent Single Axle Loads and Load Equivalency factors.
- Passenger vehicles have a much lower impact on road structure than large trucks.
- Large trucks would have much more impact on road structure than an increase in the number of passenger vehicles.

Mr. Huffman stated adding additional passenger trips would not be significant in the structural life of the roadway compared to truck traffic.

Joe Bessman, Traffic Engineer, said he had read all comments submitted for the record.

Mr. Bessman reviewed some of the material submitted to the record referenced the Oregon Street Design Guidelines, which was a DLCDC project around 2000 when the City of Sisters roadway standards were being developed. It provided context on why there was a 28-foot wide pavement section on Hill and Williamson Avenue. It was interesting to see how people were using the streets, which took away some of the traffic calming benefits that were intended with this street design. He said this road was intended to have staggered parking on both sides where you could pull over to the side to provide a low-speed travel environment. Looking back at the additional conditions, parking was supposed to be excluded on one side in the winter to store snow. When you read the Oregon Street Design Guidelines, it talked about the importance of a connected street network being critical for traffic calming.

Mr. Bessman said one of the comments referenced the narrow streets not being safe. He explained there was a clear correlation between the width of the road and the speeds the drivers were driving: the narrower the lane, the safer the road. Mr. Bessman quoted the Oregon Street Design Guidelines; "...The highest correlation was between collisions and the width of the street. The safest streets were narrow, slow 24-foot wide streets." We had narrow, low-speed roads that were traffic calming and made a safe environment.

Mr. Bessman reviewed a map that showed historical crash data from ODOT. He noted injury crashes happened on the higher order roads, mostly on the state highway system. He highlighted safety issues on the highway before the roundabout was in place; with the channelization at Railway and the Roundabout, we now had a safer system. Mr. Bessman said when he commented

on the Planning Commission meeting about protecting the roundabout, he was referring to protecting the people that used the roundabout.

#### City Connectivity Policies.

- Sisters TSP was adopted in 2018, and it said you should not funnel traffic on to a single street;
- If you did not have streets that connect traffic got pushed to a single road and streets needed to connect to be effective
- Without connected roads, you did not have alternate routes for wildfire evacuation and other emergencies
- Connectivity of Williamson and Hill Avenue was called out in the 2006 and 2018 Transportation System Plan (TSP)
- The TSP eliminated cul-de-sacs and closed-end streets

Mr. Bessman reviewed a series of photos taken at VCS. The photos showed:

- Parking on sidewalks that were not made to be parked on
- Fences built in the easements
- Privately installed signs that were not enforceable
- Lack of sidewalks to mailboxes on Hill

#### Neighborhood Protections

- To protect existing neighborhoods from the potential traffic impacts caused by extending stub end streets, connector roadways should incorporate neighborhood traffic management into their design and construction. In addition, when a development constructs stub streets, they shall install signs indicating the potential for future connectivity to increase the awareness of residents.

#### Neighborhood Traffic Management

- Local residential street volumes should not increase above 1,200 average daily trips
- Local residential street speeds should not exceed 28 miles per hour

Mr. Bessman noted the projected traffic volumes were well below the 1,200 trip threshold. He reviewed the TSP allowed traffic calming measures; "The City of Sisters had limited neighborhood traffic management elements, mainly the use of narrow roads widths that manage vehicle speed."

#### Summary of findings

- The City's local street connectivity policies required the Williamson and Hill Avenue connections within adopted access spacing standards
- An exception was supported by staff to replace the third required connection with a pathway
- The TSP specifically identified the importance of completing these two local roadway connections
- The traffic analysis showed that when area schools were released the McKinney Butte Road/Arrowleaf Trail intersection would experience high delays (level of service F), these local streets provided an alternative route for area residents

- The connections provided a convenient local route to nearby shopping opportunities and reduced demands on the new roundabout and McKinney Butte corridor
- Traffic calming was already incorporated into the design of the existing roadways and was provided with the design and control strategies.
- Conservative projections show that Hill Avenue and Williamson served a very low volume of traffic today, and with the connections would remain well within typical local street thresholds.
- Construction traffic should be prohibited from using the connections
- Construction barriers should be installed until adjacent streets were substantially developed

Council President Connolly asked Mr. Huffman how often we bid our engineering services. Mr. Huffman replied every three years; he had been Sisters engineer of record since 2012. Council President Connolly asked if the engineer of record was vetted similarly to our attorneys and Director Bertagna replied they were.

Council President Connolly said she usually saw 28-foot roads in older cities; why did older cities build these narrower streets. Mr. Bessman replied they were fairly common: Bend was currently using a 25-foot street with parking on one side as a standard.

Councilor Blum asked if most current subdivision roads within Sisters were 28-30 foot wide. Director Bertagna replied any streets older than our first public works standards were anywhere from 20-24 feet. Council President Connolly asked about narrow streets by the elementary school. Director Bertagna, they were early plats from the 1970s

Council President Connolly asked how wide the streets were in the new subdivisions in the industrial park. Director Bertagna replied they were 36 feet wide.

Council President Connolly asked if there was an agreement with Pine Meadow Village (PMV) and the City regarding streets. Director Bertagna replied there was a maintenance share agreement between the PMV HOA and the City regarding the streets.

Attorney Chrostek explained the Development Agreement (DA) was a statutory agreement and preserved the existing conditions for a longer term development. He noted development agreements were not fully incorporated in the City's Development Code, but they were in Statute and were allowed. Attorney Chrostek said the DA had been reviewed for compliance with the statutes and legal sufficiency's. He noted section 4.1 largely clarified affordable housing requirements established in the original annexation agreement and talked about future increases in City fees.

#### **SUMMARY OF PLANNING COMMISSION DECISION & RECOMMENDATION**

Principal Planner McConkie stated the Planning Commission had general agreement on most aspects of the Application however had divergent views on Hill Ave. and Williamson Ave. rights-of-way connections. Early in deliberations, in a "straw poll" four Commissioners supported full street connections and three Commissioners opposed full street connections.

The three in opposition stated a desire to have fully improved right-of-ways at Hill Ave and Williamson Ave with pedestrian and bicycle connectivity, but a gate prohibiting vehicular connectivity except for in emergency situations.

In general, Commissioners who were in support of full street connection identified their reason for requiring connections: consistency with the City's adopted Transportation Systems Plan (TSP) and development code, a desire for the neighborhoods to be connected, the potential impacts on traffic patterns without the full connections, minimal amounts of anticipated traffic increases on Hill and Williamson, and the long term need for the connections.

In general, Commissioners in opposition identified their reason for not requiring full street connections as impacts on the livability of the Village at Cold Springs, impacts on safety due to the narrowness of streets, concerns the TSP did not contemplate this scenario and concerns with the private ownership of the existing Hill and Williamson rights-of-way.

Ultimately, the PC voted six in favor and one opposed to approving, with conditions, the Subdivision and Master Plan and recommended that the City Council approve the requested Zone Change, amendment to the Sisters Comprehensive Plan and Development Agreement.

#### **CONDITIONS OF APPROVAL**

Additional Staff Recommended Condition:

- Limit construction-related traffic from using Hill Ave. and/or Williamson Ave. for the duration of the subdivision build out.
- Install temporary vehicular barriers to prevent construction-related vehicular through Village of Cold Springs. Remove at approximately 75% build out of the adjacent phase:
  - Hill Avenue remove at Certificate of Occupancy (CO) issuance for the 20<sup>th</sup> home located in Phase 2
  - Williamson Avenue remove at CO issuance for the 14<sup>th</sup> home located in Phase V
  - 15. Modified Development Standards (per the previous discussion)
  - 21. Multi-Family Timing Requirements. Planning Commission modified to be at Certificate of occupancy and not Building Permit issuance or CO
  - 24. Street Connections (to meet the development code criteria as discussed).

#### **COUNCIL QUESTIONS FOR STAFF**

Council President Connolly asked if the Council had any questions for staff.

Councilor Preedin asked about the certificate of occupancy (CO) for the MF units; to clarify there had to be a certificate of occupancy for all Phase VI units before Phase V was started, which meant the barrier on Williamson Avenue could not be removed until after the MF residents were built. Principal Planner McConkie replied they would have to build the MF before platting of Phase V.

Council President Connolly called for a break: 7:43 p.m.

Council President Connolly reconvened the hearing at 7:53 p.m.

### APPLICANT PRESENTATION

Council President Connolly asked for comments from the applicant.

Geoff Harris of Hayden Homes explained they had worked with City staff to make sure they addressed all of the requirements and was confident with the conclusions. He had two requests:

1. Front Set-back variance: He said it was presented to the Planning Commission as 20%, but it was only one foot. If this variance was granted, it would allow them to have one additional floor plan available and could affect the way the community looked.
2. Condition 21b- Planning Commission modified to be at certificate of occupancy and not building permit issuance. He would like this to be at building permit issuance. Hayden Homes had never purchased a building permit in Sisters without fulfilling the permit.

Mr. Harris said regarding the proposed Development Agreement; in the 2009 annexation, there was a vague reference to 1-10 homes being affordable without a definition of "affordable" and the proposed Development Agreement would define affordable. He noted their concern with a Construction Excise Tax (CET) was they were currently building affordable housing and did not want to have a double dip if a CET was implemented.

Mr. Harris said they were conceptually okay with blocking streets to construction traffic, but still, need to digest how this would occur. He clarified all of the affordable housing units would be built in phase I and III in the first half of the subdivision.

Mr. Harris asked to reserve an opportunity to respond to the comments or questions from the public testimony.

Councilor Preedin clarified that instead of a CO you would like to buy all of the permits for all of the Multi-family (MF). Mr. Harris replied yes; everything in the MF section would be ready to be lived in or being built by the time Phase V was recorded.

Councilor Preedin asked if approved, the barriers on Williamson would not come down earlier regardless of CO or permits for Phase III. Mr. Harris replied they could not record the plat for Phase V until condition 21b was met. If the condition of barriers were added, the barriers could not be removed until Phase V had been recorded and CO on the 14<sup>th</sup> building in that phase.

Council President Connolly asked what value was there in your ability to record the plat.

Mr. Harris said they needed to record the plat to get building permits on Single Family homes: it was an efficiency. Council President Connolly asked where else Hayden Home builds and were there these types of restrictions. Mr. Harris replied they build in over 60 cities in the Northwest, and only Sisters had this type of CO trigger.

Council President Connolly reviewed the process for public testimony.

The full recording of the Public Testimony can be found on the City of Sisters website:  
[ci.sisters.or.us/sites/default/files/archives/audio/CityCouncil/2019/cc042419reg.phmmv.mp3](https://ci.sisters.or.us/sites/default/files/archives/audio/CityCouncil/2019/cc042419reg.phmmv.mp3)

**TESTIMONY IN SUPPORT-None**

**NEUTRAL TESTIMONY**

Curt Kalberg: Sisters

Mr. Kalberg thought blocking the roads to construction traffic until occupied was a good idea. He noted the road width at Pine Meadow Village was 22' curb to curb.

Dwight Hardin: Sisters

Mr. Hardin was not opposed to the development, his concerns were:

- The streets at VCS were private
- The area north of MMV would at some point be incorporated into the UGB, and that would increase traffic.
- Most VCS residents were not opposed to the development.

Karissa Wellman-Bilderback-Sisters

Ms. Wellman Bilderback was not against the new development as it would provide affordable homes. She voiced concerns regarding:

- Disappointed the City had allowed the variance for narrow streets when VCS was built
- Would like the City to take on the financial burden of the streets if they were opened
- Encouraged the Councilors to look at the streets when school was released as lots of kids drove through the neighborhood.
- Was concerned about how busses navigated the narrow streets, particularly when there was snow

Bill Carmichael- Sisters

Mr. Carmichael spoke regarding:

- Not being allowed to speak at the second Planning Commission meeting
- Concerned Mr. Bessman was allowed to make oral arguments at second Planning Commissioner meeting
- Wanted to do slideshow at this public hearing and was told they could not
- Haven't had the same opportunities to speak as the engineers and planner
- VCS had 15 years of no Sheriff, snow removal or maintenance on their streets by the City
- Discussed VCS liability of 417 additional dwellings and their traffic going through VCS streets
- Asked if someone from MMV was injured on VCS streets and sued, who was liable.
- The phrase "private streets with public access" was a grey area
- Respectfully asked the Council to consider VCS liability issues

Attorney Chrostek clarified that everything at this hearing could come into the record, but there was no time reserved for special presentations. Nothing prohibited you from handing over an exhibit and walking the Council through it.

Councilor Blum held up the book that Council had been given preceding the hearing and noted. Councilors had read all of the information, and the public testimony and letters had not gone unnoticed. She said Council could listen to the testimony if we were not in attendance.

Tim Toth-Sisters

- Concerned with narrower streets.
- The streets at VCS were 26 feet by their measurement
- There would be a choke point by narrow streets meeting up with wider streets
- Insurance would go up because of increased traffic
- The city did not maintain private streets
- Traffic would be doubled on both Hill and Williamson Ave.
- Private speed signs had been installed by HOA to hopefully slow traffic
- Did not want any construction traffic on VCS roads
- Concerned about liability and maintenance of the roadways if they become public

Gary Radmacher-Sisters

- Thanked the Council for volunteering for the job
- Concerned about cars parked on sidewalks because there was no curb to stop them
- The high fences on some of the sides of townhomes were installed by the developer
- There was no line of sight past high fences
- Concerned about the safety of grandkids riding bikes on the roads

Jack Gulick-Sisters

- Concerned about liability
- There was double taxation because they paid for their road maintenance out of their HOA dues, VCS residents should get a break on property taxes
- In favor of stop signs being installed to alleviate the through traffic

**OPPOSITION TESTIMONY**

Ed Fitch-Redmond

Mr. Fitch was the legal representative for VCS

- If the gates were not a condition of approval for MMV, the HOA would go to LUBA
- Width of streets in VCS were only 26' with parking on both sides
- HOA has the total ability to regulate VCS streets: they were not public streets
- There was not unrestricted, public access on VCS streets
- Safety and liability of VCS was paramount, and the HOA would pursue it at all costs
- With snow, the street was functionally 15 feet wide
- MMV would be a densely populated community with 109 homes 27 townhomes and significant development on the east side
- There would eventually be development to the north that would use Hill and Williamson Ave.
- Asked why the City was pushing connectivity if you were putting measures in place to keep traffic off of those same streets.
- City street standards were currently 31 feet wide which was the lowest standard

- The City was violating its street standards
- No problem with development going in; they just wanted the gates put in for the safety and livability of the VCS citizens

Mike Rankin-Sisters

- Defined the terms public use, street, access and private
- The streets in VCS were private
- VCS did not want to subsidize the use of their private streets for public use
- Said the HOA president was almost involved in a traffic collision when backing out of his driveway; he said a vehicle was going 15-20 mph over the posted private ten mph speed limit and Mr. Bessman was driving the vehicle
- The public at large would not follow the speed limit on the private roads
- He asked that the gates be put up so they could live safely on their private roads

Paul Twelker-Sisters

- Livability and safety were goals in the TSP
- Streets were unsafe according to residents of VCS
- The road was 26 feet wide
- Roller curbs were dangerous for children
- Cars consistently park on the sidewalk which increased the speed because there was more room on the street
- Pedestrians could not walk on sidewalks when vehicles parked on them
- Sidewalks are missing on Hill St.
- Hadn't heard about the mitigation policy until this week (stop signs, barricades)
- Safety was going downhill
- He asked Council to read the TSP and the goals before you made your mind up

Carol Brune-Sisters

- Advocated for thoughtful long-term planning
- Look at long term impact of connectivity and unintended consequences
- McKinney Ranch Road was designed to be 70-foot wide connector street which would eventually serve undeveloped land to the north
- The Staff report said "Extended street stubs were not intended to be cul-de-sacs since they were intended to be through streets when properties were developed" referring to McKinney Ranch Road
- There were several acres of undeveloped land to the north that would be stubbed out to McKinney Ranch Road and would be potentially developed and add traffic to VCS.
- Short terms plans should not be approved without considering the long term impact.

Marvin Inman-Sisters

- Hayden Homes should not be allowed to start the MMV development until apartments were completed in VCS
- Too many accommodations had been made to the developer, they need to finish a project before they move on

- Hayden Homes never built the green belt pathway in VCS; it should have been built before it was turned over to the HOA

Ken Jones-Sisters

- Retired here for livability
- Two times the traffic will come through VCS with connector roads
- Construction trucks should not be able to use these roads
- The HOA still had to pay for the maintenance on the roads
- Streets were made narrower to accommodate density
- Kids currently play in the street, won't be safe if changes are made
- Original plans had the gates in place and fire department approved; City said no to the original plans
- The city does not address the question of livability
- The sheriff said they couldn't enforce speed limits on private streets

Council President Connolly called for a break at 9:04 pm  
Council President Connolly reconvened the hearing at 9:10 pm.

**APPLICANT REBUTTAL TESTIMONY**

Council President Connolly said we would now hear the Applicant's rebuttal to the testimony presented.

Garrett Stephenson-Hayden Homes Legal Counsel

Mr. Stephenson appreciated the interest of everyone who came out for the meeting. He thought the testimony had been respectful. He noted no one had said this project did not meet all of the applicable criteria. Mr. Stephenson explained there were always issues with connecting stub roads to new roads. He said what you had before you were an application that satisfied all of the applicable criteria. He thought the public was neutral on the development. Mr. Stephenson said concerning the gates, as proposed tonight, they were a matter of public right of way, and Hayden did not control this issue the City needed to engage with the HOA to deal with that issue. He said criteria had been satisfied and the support was in the record; he asked the Council to approve the project.

**STAFF RESPONSE**

Council President Connolly asked if staff wanted to provide anything further.

Mr. Bessman clarified that no construction traffic would use Williamson and Hill Avenue during any phase of the development until the threshold for occupancy was met.

Principal Planner McConkie clarified several points:

1. We do have other examples of private and private/public roads in Sisters, including Timber Creek, Village Meadow, and FivePine.
2. The area North of MMV has not been contemplated to be included in a UGB expansion
3. City Code required that streets were stubbed regardless of future development

4. The portion of Hill Ave. east of McKinney Ranch Road would match the existing curb standard
5. The issues with busses not able to make turns would be alleviated with the through road
6. Sheriff enforced all Oregon laws regardless of who maintained the streets.
7. Multi-family phasing if proposed ½ in phase III and ½ before the final plat of the last single family phase.
8. Only 195 units were proposed in this plan.

Director Bertagna explained if the City were to accept streets as public, they had to be built to our public works standards. Up until 2010, the Development Code had allowed for the building of sub-standard streets; these streets did not meet the public works standards and therefore were not accepted as City streets. Director Bertagna noted the City did not force a developer to build these streets; it was their choice to maximize buildable land.

Director Bertagna said the City had figured out how to maintain co-owned streets. They worked with HOA's throughout the City on snow plowing and maintenance plans.

Director Bertagna noted the money spent on road maintenance did not come from property taxes; funds came from the street fund, gas tax, and franchise fees. Property taxes did not supplement street maintenance.

Council President Connolly asked the City Attorney to provide Council with an overview of their options for moving forward with these proceedings.

Attorney Chrostek reviewed the Council could:

- Close the hearing now and deliberate towards a decision this evening
- Close the hearing, keep the record open, and defer deliberation to a time and date certain.
- Continue the public hearing for oral testimony to a time and date certain.

Attorney Chrostek recommended the second option; close the hearing, keep the written record open and defer deliberation to a time and date certain. He explained the written record would be open for seven days, the rebuttal would be open for seven days, and the applicant would have seven days to respond.

Council President Connolly asked how the Council wished to proceed.

- If continued for deliberations with written record left open: The oral portion of the public hearing was now closed. The written record would remain open until 5:00 p.m. on May 01, 2019 for additional evidence, until 5:00 p.m. on the May 08, 2019 for evidence that rebuts evidence submitted at this hearing or during the initial open record period, and until 5:00pm on May 15, 2019 for the Applicant's final argument. The Council would reconvene at 5:30 p.m. on May 15, 2019, to conduct deliberations.

REGULAR MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
APRIL 24, 2019

- If continued: This public hearing shall be continued to 5:30 p.m. on May 15, 2019, at which time additional oral testimony would be received. The written record would remain open in the interim.

Council President Connolly closed the public hearing.

*Councilor Blum made a motion to continue for deliberations with written record left open: The oral portion of the public hearing was now closed. The written record will remain open until 5:00 pm on May 01, 2019 for additional evidence, until 5:00 pm on the May 08, 2019 for evidence that rebuts evidence submitted at this hearing or during the initial open record period, and until 5:00pm on May 15, 2019 for the Applicant's final argument. The Council will reconvene at 5:30 pm on May 15, 2019, to conduct deliberations. Councilor Preedin seconded the motion. A roll call vote was taken. The motion carried 4-0.*

City Recorder Prosser asked that all written records be submitted to Director Davenport.

Attorney Chrostek reminded Council because they still had deliberations, they should not have any ex parte communication. He noted they should not have discussions regarding this topic with any Councilors, and any questions should be directed to City Staff.

**X ADJOURN- 9:35 P.M.**

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Kerry Prosser, City Recorder

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Chuck Ryan, Mayor

WORKSHOP MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
APRIL 24, 2019

**MEMBERS PRESENT:**

Chuck Ryan	Mayor
Nancy Connolly	Council President
Andrea Blum	Councilor
Richard Esterman	Councilor (Phone)
Michael Preedin	Councilor

**STAFF PRESENT:**

Cory Miskey	City Manager
Paul Bertagna	PW Director
Joe O'Neill	Finance Director
Patrick Davenport	CDD Director
BreAnne McConkie	Principal Planner
Kerry Prosser	City Recorder

Mayor Ryan called the workshop to order at 5:31 p.m. and City Recorder Prosser took roll call. Councilor Esterman joined the meeting via phone.

**1. Review Draft Development Code Text Amendments**

Principle Planner explained she would be reviewing several proposed development code text amendments. She noted many of the proposed amendments were small in scale, but would clarify existing code language and had a limited impact.

Service Stations in the Downtown Commercial (DC) District

Principle Planner McConkie explained service stations were not a permitted use in the DC zone and current gas stations were legal non-conforming. Staff was proposing a text amendment that allowed gas stations to be rebuilt or remodeled and regulations on how that happened. The Planning commission recommended that gas stations be permitted a minor conditional use process in the DC zone. Principal Planner McConkie said changes would include a 1,000-foot buffer between stations in the DC zone.

Councilor Blum asked why we regulated the number of gas stations. Principal Planner McConkie replied they were not conducive in the downtown district. Mayor Ryan asked if they were not permitted how why did we have three in the DT zone. Principal Planner McConkie replied they were built before the code changed.

Urban Area Reserve (UAR) minimum lot size

Principal Planner McConkie said this was a clean-up as the UAR District required a 10-acre minimum lot size, but the comprehensive plan required 2.5-acre minimum lot size. She noted UAR was not typically found inside of the City limits.

Councilor Blum asked why the lot size mattered. Principal Planner McConkie responded you wanted to subdivide the acres into a usable size. She said they wanted property within the City limits to be developable.

Councilor Blum asked why we had UAR in the City limits. Director Davenport responded two sections were assigned that designation in the 1970s (Federal land). He noted another parcel was annexed into the City in the 1990s that had churches on it that were zoned UAR. Principal

Planner McConkie noted UAR was very limited; only existing churches could remain, no new could be built. She said they would look at some rezoning of these areas in the next round of text amendments to have consistency with the Comprehensive Plan.

#### Accessory Structures/Storage Units

Principle Planner McConkie explained these changes related to cargo containers as the code was currently ambiguous on how to regulate these structures. Staff proposed:

- Establish a definition for Cargo Container
- Prohibit cargo containers and similar types of containers in residential and commercial zones except for the following circumstances:
  - Up to 30 days for the temporary storage of household goods
  - Up to 180 days during on-site construction
  - In commercial zones, allow for one, 80 SF max cargo container if it is located behind a primary structure and painted to match the primary structure onsite

Council President Connolly asked what if a cargo container was sitting on vacant land. Principal Planner McConkie replied currently it was not explicitly prohibited.

Mayor Ryan asked if cargo containers would be allowed in the industrial zone and Principal Planner McConkie replied they would be included in the industrial zone. Mayor Ryan asked if the staff was aware of any current violations. Director Davenport replied there were a few existing containers on Adams Ave. and on Cascade Ave. Principal Planner McConkie noted the Planning Commission recommended a sunset on existing cargo containers.

Councilor Preedin would be interested to hear from business owners and how/why they needed this type of storage. Councilor Preedin did not want to lose a business because they need a storage container and they were not allowed.

Councilor Blum asked if a house in the commercial zone could have a cargo container and Principal Planner McConkie said it would not be allowed.

Councilor Esterman noted the containers could be dressed up with siding and could look good.

Principle Planner McConkie explained staff had recently required improvements on a container in the DC zone, but it was still a grey area. She explained the City should have a permanent long-term solution. City Manager Misley said staff would reach out to the community and gather more information to work out the issues on cargo containers.

#### Residential Amenity Buildings

Principal Planner McConkie said the code did not explicitly allow for residential amenity buildings and it was not clear if a Site Plan application was required for these types of

structures. The Planning Commission recommended modifications to clarify allowance and review procedures for residential amenity buildings.

- Modify Residential and Multi-Family Residential use tables to explicitly allow for residential amenities in residential zones.
- Apply Design Standards to Residential Amenity Buildings.
- Exempt Residential Amenity Structures from Site Plan review requirements if the amenity was reviewed and approved through a Master Plan.

#### Subdivision Phasing

Principle Planner McConkie explained as currently drafted; there was some ambiguity as to the allowable timeframe for phased subdivisions. The current code implied the maximum total timeframe for development of a phased subdivision was four years (two years for the first phase and two additional years for all subsequent phases).

Staff proposed clarifying the allowable timeframe for a phased subdivision as two years for the first phase, two years for each subsequent phase, not to exceed six total years unless an extension was granted.

#### Accessory Dwelling Unit (ADU) Owner Occupancy Requirement

Principle Planner McConkie explained In Residential zones, the property owner (or a member of the property owner's family) was required to live in either the primary dwelling unit or ADU. Staff proposed removing the owner occupancy requirement to remove barriers to additional housing options.

Councilor Preedin thought more people would come forward to build ADU's and this would give them good options. Director Davenport noted there was guidance from the state to make this change.

#### Public Art Review

Principle Planner McConkie said the code currently required the Planning Commission approval of Public Art. Public Art was typically selected through a public process by an art selection committee specifically created to review each art project and provide art expertise. Staff recommended that the Planning Commission be removed in the approval process for Public Art.

#### Residential units in North Sisters Business Park (NSBP)

Principle Planner McConkie noted this was a clean-up as the current code referenced lots 1-19 of the Three Sisters Business Park. Portions of the Three Sisters Business Park had been rezoned and replatted (as part of the Clearpine subdivision) after this section of the Development Code was adopted. The Three Sisters Business Park only contained eight lots in the NSBP and staff was recommending the code be revised to reflect the number of lots and number of units allowed in the zone.

Minor Variance

*Principle Planner McConkie* noted the current code allowed for Minor Variances as an administrative (staff) review. She said setbacks in the residential zones are 5' (side), 10' (front and exterior side), and 15' (rear). Front setbacks in the DC zone were a minimum of 5' and a maximum of 10'. She said Minor Variances were limited to a maximum of 10% change; Staff recommended an increase in the administrative review of minor variances up to 20%.

Child Care Centers in the DC zone

Principle Planner McConkie said the current code allowed for a Child Care Home (no more than 16 children) as an outright permitted use in the Downtown Commercial (DC) zone. However, a Child Care Center required a Conditional Use Permit.

She explained this meant a commercial Child Care Center, regardless of the number of children, required a CU permit in the DC zone, but a Child Care Home was permitted outright so long as it was located in a residential structure and met the state requirements. Child Care Centers were typically permitted outright in Commercial zones. Staff recommended allowing Commercial Child Care Centers as an outright permitted use in the DC zone.

Dwelling Unit Definition

Principle Planner McConkie said the current definition of a dwelling unit was not linked to the building code or building code compliant structures. She recommended revising the definition of a dwelling unit to clarify that dwelling units must be constructed per Oregon Residential Specialty Code or HUD Code for manufactured dwellings.

Master Planning Requirements

Principle Planner McConkie explained both SDC sections 4.3 and 4.5 lacked clarity as to when a Master Plan was required. Staff recommended text in Section 4.5.200 to clarify when a Master Plan process was required to meet the intent of the code.

Council President Connolly asked how often text amendments were done. Director Davenport replied they did them two times a year. Principal Planner McConkie noted these amendments were legislative and had extensive noticing and outreach; it was an expensive process.

Council gave staff the authority to move forward with TA-01.

**2. Other Business-None**

The meeting was adjourned at 6:15 p.m.

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Kerry Prosser, City Recorder

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Chuck Ryan, Mayor

**COUNCIL MEMBERS PRESENT:**

Chuck Ryan            Mayor  
Nancy Connolly      Council President  
Andrea Blum          Councilor  
Michael Preedin      Councilor

**STAFF PRESENT:**

Cory Misley            City Manager  
Joe O'Neill            Fin. Director  
Paul Bertagna        PW Director  
Patrick Davenport    CDD Director  
Kerry Prosser        City Recorder  
Kim Keeton            Acct. Tech.

**COMMITTEE MEMBERS:**

David Moyer          Chair  
Bill Hall              Committee Member  
David Asson          Committee Member

**ABSENT:**

Richard Esterman    Councilor  
Amy Burgstahler     Committee Member  
Gary Ross             Committee Member

**I. CALL TO ORDER**

Mayor Ryan called the meeting to order at 3:30 p.m. and City Recorder Prosser took roll call. Committee Member Asson arrived at 3:40 p.m.

**II. ELECTION OF CHAIR**

*Council President Connolly nominated Dave Moyer to serve as Budget Committee Chair. Committee Member Hall seconded the motion. The motion carried 7-0.*

**III. BUDGET MESSAGE**

City Manager Misley presented the budget message. He reviewed:

- The City was going through tremendous growth in both residential and commercial.
- Budget had increased by 6.9% from last year to over \$16,000,000.
- The financial reserves were in a good position
- Focusing on relationships with Regional partners.

City Manager Misley said the City Council goals were at a high level and the staff work plans reflected those goals.

**IV. PUBLIC COMMENT- None**

**V. BUDGET PRESENTATION**

**A. Personnel Services:**

- Added .25 FTE in Finance
- Adjusted positions in Public Works: New Project Coordinator and Administration positions.

- A cost of living increase of 2.5% which was consistent across the region
- There were potential performance-based merit increases of 3%
- Health insurance premiums would increase a maximum of 6%
- PERS increase to 18.8% for Tier II and 14.5% for OPSRP

#### Risk Management

- Workmen's Compensation rates would increase by 3%
- Property and liability insurance would increase by 3%

The committee discussed PERS and how it would affect the overall budget in the near and long term.

City Manager Misley and the Directors discussed their FY 2018/19 accomplishments and reviewed their FY 2019/20 objectives.

Councilor Preedin remarked we needed to emphasize our analysis of policing and make sure we get it right. He said the \$611,000 would be the cheapest policing will ever be.

#### B. General Fund

##### General Fund Revenue:

- Property tax was budgeted at 5.4% increase
- Transient Room Tax (TRT) was on a steady incline at a 3.4% increase
- Shared Revenue Tax was estimated flat this year
- Park user fees were budgeted at an increase of 4%
- The Urban Renewal contributed \$26,427 to the general fund due to an allocation from personnel services.

##### Grants and Pass-Through

- State Grants: Had three components: COIC/CET Grant, Creekside Bridge Grant, and the OPRD Village Green play structure. These grants accounted for \$113,645 a 275% increase.
- Other Grants: Deschutes County would be increasing their contribution to EDCO by \$15,000 for a total of \$35,000.
- SCED fundraising would add \$8,000 as a pass through.

Director O'Neill noted the general fund had a beginning balance of \$1,531,374 a 17% increase over last year. He said this was an increase of over \$200,000 since FY 17/18 which was a good accomplishment.

### Reserves

The Affordable Housing Reserve was budgeted at \$94,579 by the end of the year. There was an assumption that \$50,000 would be contributed after a development agreement, that was currently being reviewed, was finalized.

Director Bertagna reviewed the methodology for the Capital Replacement Reserves.

Mayor Ryan asked why legal fees had increased by 30%. City Manager Misley replied we were becoming more efficient with our use of legal services, but there were some large projects in the FY 2019/120 budget (franchise agreements, City Charter, etc.) that would require legal review.

- Contracted services increased by 560% due to the strategic plan and creation of the VIT.
- Mayor and Council increase was a reclassification of expenditures.
- Dues and Subscriptions increase was due to moving the EDCO expenditure line item.

Mayor Ryan asked if we needed to allocate more funds for Vision implementation would we look at a supplemental budget. City Manager Misley answered we needed to get through the next six-nine months with the VIT to understand which large projects they were tracking and how they would be implemented. He said a supplemental budget could be done if needed.

Mayor Ryan thought if the Chamber of Commerce requested more funds from the TRT they should be tied to Vision implementation projects.

The committee discussed the \$70,000 allocated to the forgivable loan program.

Council President Connolly thought Council had discussed not allocating funds in the budget for forgivable loans, but if a worthwhile project came up, we could use the reserve. Mayor Ryan was concerned earmarking \$70,000 could send the wrong message.

City Manager Misley noted staff would be re-evaluating the local economic development incentive program.

Councilor Preedin thought if we did not have a line item, but they knew there was a reserve there was no boundary; the \$70,000 set a boundary. Committee Member Hall said if you put a number in the budget it would be published and everyone would say they needed the whole number. Committee Member Asson said that EDCO would need to know our policy, so they knew there were potential funds.

City Manager Misley said he would get more information and discuss this topic again at the May 7<sup>th</sup> meeting.

Chair Moyer called for a recess at 5:05 p.m.

Chair Moyer reconvened the meeting at 5:20 p.m.

#### C. Street Fund

Director Bertagna reviewed the accomplishments for FY 2018/19 and reviewed the objectives for FY 2019/20.

- Expecting a small increase in the State Highway tax of 4%
- CEC Franchise increased by 10% due to renegotiation of franchise fee to 7%.
- A local gas tax increase of 5%
- Grants of \$25,000 for a multi-use path
- Contracted Services included GIS update, City Forester and IT update.
- Road maintenance: A big year was scheduled with a 14% increase, \$125,000 chip sealing and seal coat and \$15,000 for crack sealing.
- Computer Software Maintenance included a server upgrade and new hardware.

#### D. Street SDC Fund

- Contracted Services: \$50,000 to work with ODOT on Locust/Hwy 20 intersection.
- Transportation SDC estimated conservatively at 2%; there were no assumptions that the ongoing SDC study would bring a substantial increase to the fund.

#### E. Park SDC Fund

- Complete design/permitting of Creekside Park riparian restoration project
- Complete design/permitting of the Creekside Park footbridge ADA improvements
- Complete design of the new Sun Ranch Park

The decrease in the fund over the previous year was because a hotel built in 2018/19 brought in a substantial amount to the fund.

#### F. Parking District Fund

- Design and construct parking and sidewalk improvements on Main Ave. behind City Hall
- Director Bertagna noted if this property was not developed by the owners, they would enter into a reimbursement agreement.

Council President Connolly asked if these funds could be used to help with paving and sidewalks outside of Cascade Ave, Director Bertagna responded they could only be used in the parking district.

#### G. City Hall Debt Service Fund

- The main source of revenue were transfers from other funds to pay the annual debt service payment of \$54,665

H. Water Fund

- The big project was Well #4: Finalizing permitting, designing and bid would all happen this year
- Water Receipts increase by 2%
- Bulk water receipts increase by 27%

Director Bertagna noted they would have to replace the 8" water line from the Hood Alley Fir-Larch St. but would wait until after the tourist season. There was a healthy beginning fund balance, and there would be a lot of upkeep on the water system in the next year. The water system was the oldest utility system, and it was good the Capital Improvement reserve was \$526,721.

I. Water SDC Fund

- The bulk of the work in this fund would be done on Well #4 this year.
- The fund was projected to decrease by 13%

J. Sewer Fund

- Bid and construct aeration improvement project
- Implement SCADA upgrades
- Implement effluent disposal onto the Lazy Z
- Sewer receipts expected to increase by 1%

K. Sewer SDC Fund

- Complete the design and construction of the re-engineered Schedule B & C for the Lazy Z Reuse Expansion
- Bid and construct the Aeration Improvement project
- Implement SCADA and Lazy Z Reuse Improvements

**VI. OTHER BUSINESS**

A. Preview May 07, 2019 Agenda

Mayor Ryan thought the budget looked good and there were not any real strategic issues and didn't sense any problems. He noted we had not issued any new debt in a while and if something came up, we were in good shape to issue new debt. City Manager Misley noted overall the City budget was in tremendous shape.

**VII. RECESS**

Chair Moyer called a recess at 6:35 p.m. and continued the meeting until May 07, 2019, at 3:30 p.m.

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Kerry Prosser, City Recorder

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Chuck Ryan, Mayor

MEETING MINUTES  
CITY OF SISTERS BUDGET COMMITTEE  
520 E. CASCADE AVENUE.  
MAY 07, 2019

**COUNCIL MEMBERS PRESENT:**

Chuck Ryan	Mayor
Nancy Connolly	Council President
Andrea Blum	Councilor
Richard Esterman	Councilor
Michael Preedin	Councilor

**STAFF PRESENT:**

Cory Miskey	City Manager
Joe O'Neill	Fin. Director
Paul Bertagna	PW Director
Patrick Davenport	CDD Director
Kerry Prosser	City Recorder
Kim Keeton	Acct. Tech.

**COMMITTEE MEMBERS:**

David Moyer	Chair
Bill Hall	Committee Member
David Asson	Committee Member

**ABSENT:**

Amy Burgstahler	Committee Member
Gary Ross	Committee Member

**I. RECONVENE**

Chair Moyer reconvened the Budget meeting at 3:35 p.m.

**II. PREVIOUS MEETING FOLLOW-UP**

Councilor Blum asked why the URA tax rate changed so much, and Director O'Neill explained the rate was backed into the URA assessed value beyond the frozen base.

Councilor Blum asked about the \$12,000 allocated from the general fund to the Creekside Park bridge approach. Director O'Neill replied these were the matching funds that would be used if the basic bridge design was built.

The Committee discussed funding for the affordable loan program. City Manager Miskey outlined three possible outcomes:

- Keep the allocation at \$70,000 in the budget
- Lower the allocation
- Allocate zero funds to the program

He noted the Council could choose to allocate funds if a qualified applicant was proposed. He said if Council wanted to amend the MOU for clarity of the program they could. The Committee agreed by head nod to allocate \$0 to the forgivable loan program.

Director Bertagna discussed budget estimates for the installation of irrigation for crops on the Lazy Z. The estimated amounts included:

- Equipment \$50,000
- Field Work \$30,000
- Electrical \$42,000

- Pipe \$25,000
- A contingency of 30%
- Total project estimate: \$191,000

Director Bertagna said the full project would come in for approximately \$680,000.

### III. BUDGET PRESENTATION

#### A. Continue Review of Funds-None

City Manager Misley noted between now and the final printed document staff would add some narrative pieces to the budget for consistency across summaries that will help the average reader understand the document.

### IV. BUDGET HEARING

#### A. State Revenue Sharing: A Public Hearing before the Budget Committee to Discuss Possible Uses of the Funds.

Chair Moyer opened a Public Hearing on State Revenue Sharing. There were no comments; the hearing was closed.

### V. DISCUSSIONS AND MOTIONS

#### A. Discussion and Consideration of a Motion of the Budget Committee of the City of Sisters to Approve Taxes for the 2019/2020 Fiscal Year at the Rate of \$2.6417 per \$1,000 of Assessed Value for the Permanent Rate Tax Levy.

*Mayor Ryan made a motion to approve taxes for the 2019/20 fiscal year at the rate of \$2.6417 per \$1,000 of assessed value for the permanent rate tax levy. Committee Member Hall seconded the motion. The motion carried 8-0.*

#### B. Discussion and Consideration of a Motion of the Budget Committee of the City of Sisters to Approve the Budget for the Fiscal Year 2019/2020 in the Amount of \$16,328,410.

*Councilor Blum made a motion to approve the budget for the FY 2019/20 in the amount of \$16,328,410. Council President Connolly seconded the motion. The motion carried 8-0.*

### VI. ADJOURN

Chair Moyer adjourned the meeting at 4:04 p.m.

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Kerry Prosser, City Recorder

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Chuck Ryan, Mayor

**MEMBERS PRESENT:**

Chuck Ryan Mayor  
Nancy Connolly Council President  
Andrea Blum Councilor  
Richard Esterman Councilor  
Michael Preedin Councilor

**STAFF PRESENT:**

Cory Misley City Manager  
Paul Bertagna PW Director  
Joe O'Neill Finance Director  
Patrick Davenport CDD Director  
Kerry Prosser City Recorder

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

The meeting was called to order by Mayor Ryan at 6:35 p.m.

**II ROLL CALL**

City Recorder Prosser took roll call and established a quorum.

**III APPROVAL OF AGENDA**

*Councilor Blum made a motion to approve the agenda. Council President Connolly seconded the motion. The motion carried 5-0*

**IV VISITOR COMMUNICATION-None**

**V CONSENT AGENDA**

- A. Bills to Approve
  - 1. May 03, 2019 Accounts Payable

*Councilor Preedin made a motion to approve the Consent Agenda. Council President Connolly seconded the motion. The motion carried 5-0.*

**VI COUNCIL BUSINESS**

- A. **Discussion and Consideration of a Motion** to Accept the Public Water and Sewer Infrastructure Improvements for Village at Cold Springs Phase VI.

Director Bertagna reviewed only the water and sewer infrastructure was ready to be accepted at this time, and the remaining public improvements would be brought to Council when completed.

Council asked questions about the apartments that were being built in this development. City Manager Misley said he would clarify the process in a memo to Council.

*Council President Connolly moved to accept the public water and sewer infrastructure improvements for Village at Cold Springs Phase VI. Councilor Blum seconded the motion. The motion carried 5-0.*

## VII OTHER BUSINESS

### A. Urban Forestry Board Appointment

Mayor Ryan appointed Sonya Templeton to a one-year term on the Urban Forestry Board.

### B. Quarterly Financial Review

Director O'Neill reviewed resources

- Property tax income from the current year had already exceeded annual budgetary figures in both City and URA.
- Franchise/User Fee income increased in Q3 due to Creekside Campground reservations coming online in January.
- The Miscellaneous and Other Income lapse rate remained high due to interest income and sale of assets.
- As both Q1 and Q2 reports reflected, SDC income had continued to exceed expectations as development growth continued.
- Water receipts were following the lapse percentage and would likely exceed the budgetary goal as the fiscal year concluded.
- Sewer receipt income remained relatively steady, and income should exceed the budget projections for the fiscal year.
- A low lapsed percentage in shared revenue and grants was due to Roundabout aesthetics grant reimbursement set to take place late FY 2017-18 and perhaps straddling these two fiscal years.

Director O'Neill reviewed expenditures

- As a lapsed percentage, Capital Outlay was low due to projects such as roundabout aesthetics and wastewater project not beginning until the fourth quarter and estimated completion in FY 2018-19
- URA debt service payments would continue to be made monthly while the last Bond debt service payments would be made in late May for a June 1 due date.
- Materials and services in addition to Personnel Services were tracking as expected for the City as a whole

### C. New Business License Report-No Comments

### D. Staff Comments

Public Works-Director Bertagna

- Adams Ave. Streetscape: Held small public meetings with the revised designs. There were approximately 24 attendees and all, but one liked concept 2a. The concepts would come to Council in a Workshop in June.
- Roundabout Landscape: Project completion by June 7<sup>th</sup>. There would be a ribbon cutting with ODOT on June 10<sup>th</sup>: invitations would be coming soon.

- Lazy Z: The piping project was underway.

Finance-Director O'Neill

- Working on revised sewer EDU calculations next week

Community Development Department- Director Davenport

- Working with CET on enhancing transit routes in Sisters
- The Grand Stay Hotel had its temporary certificate of occupancy
- There were two vacancies coming up on the Planning Commission: applications were due at the end of May

City Manager's Office-City Manager Misley

- The City hosted the BPAC meeting last week, and City Manager Misley would attend the Tri-County summit later in the month.
- Homeless Network Summit would be at the Fire Hall on May 13<sup>th</sup>
- Nicole Abbenhuis, Public Works Coordinator, would be leaving at the end of June.

**VIII MAYOR/COUNCILOR BUSINESS**

Councilor Esterman suggested traffic control measures for Cascade Avenue:

- Testing no left turns except at Pine and Locust.
- Limiting cross-walks: Only having one cross-walk at each intersection
- A temporary light on Locust/Hwy 20

Mayor Ryan said we had previously talked to ODOT about some of these issues; was it worthwhile to bring them up again. City Manager Misley replied staff would need to do some research on these topics as ultimately ODOT had authority over Cascade Ave. Councilor Esterman would like to attend any meeting staff had with ODOT on these topics.

Councilor Preedin noted if you modified crosswalks, you would have to modify curb cuts and signage. He said it was more than taking away stripes.

Mayor Ryan said we had an issue at Locust/Hwy 20 and it was just a matter of time until there was a major accident. He would like to move forward with fixing this intersection as soon as possible.

City Manager Misley cautioned that sometimes when you put in a solution that was not long term, there could be unforeseen ramifications.

REGULAR MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
May 08, 2019

Councilor Esterman also suggested a permit be required for panhandlers similar to the transient merchant permit. He said he would be attending the EDCO board meeting on Thursday.

Councilor Preedin reminded Council the Made in Sisters tour was on Friday, May 17<sup>th</sup>.

**IX ADJOURN-7:15 P.M.**

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Kerry Prosser, City Recorder

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Chuck Ryan, Mayor

WORKSHOP MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
MAY 08, 2019

**MEMBERS PRESENT:**

Chuck Ryan            Mayor: Phone  
Nancy Connolly      Council President  
Andrea Blum          Councilor  
Richard Esterman    Councilor  
Michael Preedin      Councilor

**STAFF PRESENT:**

Cory Misley           City Manager  
Alan Dale             City Attorney  
Paul Bertagna        PW Director  
Joe O'Neill            Finance Director  
Patrick Davenport    CDD Director  
Kerry Prosser         City Recorder

**GUESTS:**

Judy Trego            Sisters Area Chamber of Commerce  
Scott Aycock         Central Oregon Intergovernmental Council  
Janel Ruehl           Central Oregon Intergovernmental Council

Mayor Ryan called the workshop to order at 5:30 p.m. and City Recorder Prosser took roll call.

**1. Chamber of Commerce Update**

Judy Trego, Chief Executive Officer of the Sisters Area Chamber of Commerce, introduced:

- Nick Beasley-President
- Victoria Graves- Vice-President
- Turi Shergold-Marketing Coordinator

Ms. Trego gave a PowerPoint presentation reviewing the Fiscal Year 2018. She explained the Chambers mission was to enhance the economic vitality of Sisters Country through tourism development and promotion, business advocacy, and community support.

She reviewed Chamber information:

- Non-Profit -501(c)6
- Over 280 members in Sisters Country representing over 1500 employees
- Nine Member Board, 3-year terms, three positions expire per year
- New board members were elected from the general membership on an annual basis.
- Three staff, one contractor and one volunteer
- Chamber and the City had a 31-year partnership

Ms. Trego reviewed the marketing and promotion plans that were executed in 2018. She also gave an overview of other Cities and Counties TRT receipts. She noted the Chamber collaborated with many local, governmental and regional entities.

Ms. Trego stated tourism enhanced our community and with increased funding, there would be increased visibility which leads to more visitors, a stronger economy and increases in the City's general fund revenue. She noted the national average TRT used to market a city was 73%. She noted the Chamber currently received \$250,000 annually from the TRT which was 42% of the \$600,000 that was brought in: that represented 69% of the Chambers budget.

Ms. Trego said with the addition of the 39 room Grand Stay Hotel she would like to see an increase in the amount of funds allocated to the Sisters Area Chamber of Commerce.

She said the Sisters Chamber of Commerce had a track record of excellence, a commitment to brand identity, was maximizing a small budget, leveraged relationships with the community, and had 45 years of institutional knowledge.

Mayor Ryan asked about grant opportunities. Ms. Trego replied that it was difficult for 501(c)6 entities to get grants. She said they write grants when they need something like new computers.

Ms. Trego looked forward to being part of the Vision Implementation Team (VIT) and said the Chamber Board was currently reviewing the items they were lead partners on to see what was currently in progress and what they could focus on in the coming year.

## 2. Review Proposal from COIC for Vision Implementation

City Manager Misley introduced Scott Aycock and Janel Ruehl of Central Oregon Intergovernmental Council (COIC) and reviewed they had partnered with the City and Deschutes County to develop the Vision and Action Plan for Sisters Country. He explained they would be presenting a proposal to the Council on facilitating the Vision implementation.

Mr. Aycock gave a brief background on COIC. He noted they were a government agency without a tax base or regulatory authority.

Director O'Neill and Director Bertagna joined the meeting at 6:11 p.m.

Ms. Ruehl outlined the four main elements in the scope of work:

- Facilitation and communication
- Media, outreach and event coordination
- Website management
- Technical assistance

Ms. Ruehl noted the proposed Vision Implementation Team (VIT) would have 14-15 members representing the primary lead partners. She said there would also be one at-large community member and one at-large youth member. Ms. Ruehl said the VIT would meet more frequently at the beginning of the process so they could establish priorities. She noted there would be an event during the year to inform the community on the Vision.

Council President Connolly asked who would be working on this project. Mr. Aycock replied Ms. Ruehl would be the lead with others helping as needed. Ms. Ruehl said she would be facilitating the meetings and logistics. Mr. Aycock said he would step in as needed if the process got stuck.

Mr. Aycock explained COIC would be looking for funding for this project as they were facilitating the VIT.

Councilor Preedin asked if the Intergovernmental agreement (IGA) was for FY 19/20 would implementation begin in FY 20/21. City Manager Misley responded the first year they would be building the structure of how the vision progressed over the next 3-5 years. He said we needed to know how to come together and how the process worked this year. He did not know how much support the bigger projects would need in subsequent years.

Mr. Aycock explained the strategy was to evaluate and assess the process along the way.

Councilor Blum appreciated the consistency of keeping the Vision website going; people could see the process was moving forward.

Mayor Ryan said it was important to understand the VIT was not an execution team; they would be put in place for guidance. He felt the VIT should stay in place for more than a year. Ms. Ruehl noted individual representatives on the VIT could come and go, but the agencies would remain in place. Councilor Blum wanted to see representatives on the VIT that had decision making authority for their agencies.

City Manager Misley explained we did not know what part COIC would play in the process beyond this year; we would learn along the way. He said the IGA would be brought back to Council for a vote on June 12<sup>th</sup>.

### 3. Other Business –None

The meeting was adjourned at 6:29 p.m.

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Kerry Prosser, City Recorder

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Chuck Ryan, Mayor

PACKET: 02927 5/22/19 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
=====						
01-0018		BAXTER AUTO PARTS				
C-28-625510		STARTER-TQ	173.75CR			
5/06/2019	AP-US	DUE: 5/06/2019 DISC: 5/06/2019		1099: N		
		STARTER-TQ		01 5-03-796	VEHICLE MAINTENANCE	34.63CR
		STARTER-TQ		01 5-05-796	VEHICLE MAINTENANCE	34.63CR
		STARTER-TQ		02 5-00-796	VEHICLE MAINTENANCE	34.63CR
		STARTER-TQ		03 5-00-796	VEHICLE MAINTENANCE	34.63CR
		STARTER-TQ		05 5-00-796	VEHICLE MAINTENANCE	35.23CR
=====						
I-28-625315		STARTER0TQ	146.75			
5/06/2019	AP-US	DUE: 6/15/2019 DISC: 6/10/2019	2.94CR	1099: N		
		STARTER0TQ		01 5-03-796	VEHICLE MAINTENANCE	29.24
		STARTER0TQ		01 5-05-796	VEHICLE MAINTENANCE	29.24
		STARTER0TQ		02 5-00-796	VEHICLE MAINTENANCE	29.24
		STARTER0TQ		03 5-00-796	VEHICLE MAINTENANCE	29.24
		STARTER0TQ		05 5-00-796	VEHICLE MAINTENANCE	29.79
=====						
I-28-625362		STARTER-TQ	173.75			
5/06/2019	AP-US	DUE: 6/15/2019 DISC: 6/10/2019	3.48CR	1099: N		
		STARTER-TQ		01 5-03-796	VEHICLE MAINTENANCE	34.63
		STARTER-TQ		01 5-05-796	VEHICLE MAINTENANCE	34.63
		STARTER-TQ		02 5-00-796	VEHICLE MAINTENANCE	34.63
		STARTER-TQ		03 5-00-796	VEHICLE MAINTENANCE	34.63
		STARTER-TQ		05 5-00-796	VEHICLE MAINTENANCE	35.23
		=== VENDOR TOTALS ===	146.75			
=====						

=====						
01-1136		BIG STATE INDUSTRIAL SUPPLY				
I-1333106		DRILL	149.99			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		DRILL		05 5-00-746	SMALL TOOLS & EQUIPMENT	28.52
		DRILL		02 5-00-746	SMALL TOOLS & EQUIPMENT	31.52
		DRILL		03 5-00-746	SMALL TOOLS & EQUIPMENT	40.39
		DRILL		01 5-05-746	SMALL TOOLS & EQUIPMENT	30.02
		DRILL		01 5-03-746	SMALL TOOLS & EQUIPMENT	19.54
		=== VENDOR TOTALS ===	149.99			
=====						

=====						
01-1		MISC VENDOR				
I-05142019		BREAKAWAY PROMOTION:DEP RFND	250.00			
5/14/2019	AP-US	DUE: 5/14/2019 DISC: 5/14/2019		1099: N		
		BREAKAWAY PROMOTION:DEP RFND		01 2-00-162	DEPOSITS - SPECIAL EVENT	250.00
		=== VENDOR TOTALS ===	250.00			
=====						

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NET: 02927 5/22/19 AP KK

FOR SET: 01 CITY OF SISTERS

ORIGIN : ALPHABETIC

TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
L032		BRYANT LOVLIE & JARVIS, ATTOR				
I-175352		LEGAL FEES-LAND USE APRIL 19	19.50			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-LAND USE APRIL 19		01 5-07-777	LEGAL FEES	19.50
I-175353		LEGAL FEES-TM ORD APRIL 19	234.00			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-TM ORD APRIL 19		01 5-01-777	LEGAL FEES	234.00
I-175354		LEGAL FEES-SDC HABITATAPRIL 1	799.50			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-SDC HABITATAPRIL 19		01 5-01-777	LEGAL FEES	799.50
I-175355		LEGAL FEES-MARLOW APRIL 19	58.50			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-MARLOW APRIL 19		03 5-00-777	LEGAL FEES	58.50
I-175356		LEGAL FEES-MARLOW APRIL 19	58.50			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-MARLOW APRIL 19		03 5-00-777	LEGAL FEES	58.50
I-175357		LEGAL FEES-IGA COIC APRIL 19	39.00			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-IGA COIC APRIL 19		01 5-01-777	LEGAL FEES	39.00
I-175358		LEGAL FEES-CS MM DEV APRIL 19	2,223.00			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-CS MM DEV APRIL 19		01 5-07-777	LEGAL FEES	2,223.00
I-175359		LEGAL FEES-HOUSING GR APRIL 1	370.50			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-HOUSING GR APRIL 19		01 5-01-777	LEGAL FEES	370.50
I-175360		LEGAL FEES-CMO APRIL 19	780.00			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-CMO APRIL 19		01 5-01-777	LEGAL FEES	780.00
I-175361		LEGAL FEES-PUB EVNT APRIL 19	351.00			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-PUB EVNT APRIL 19		01 5-01-777	LEGAL FEES	351.00
I-175362		LEGAL FEES-SOLIDWASTE APRIL 1	1,501.50			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-SOLIDWASTE APRIL 19		03 5-00-777	LEGAL FEES	1,501.50
I-175363		LEGAL FEES-AP AGREMNT APRIL 1	214.50			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-AP AGREMNT APRIL 19		02 5-00-777	LEGAL FEES	214.50

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PACKET: 02927 5/22/19 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
=====						
01-1032		BRYANT LOVLIE & JARVIS, ATTOR( ** CONTINUED ** )				
I-175364		LEGAL FEES-OLSON AGMT APRIL 1	526.50			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-OLSON AGMT APRIL 19		02 5-00-777	LEGAL FEES	526.50
I-175365		LEGAL FEES-FOREST SVS APRIL 1	1,014.00			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-FOREST SVS APRIL 19		03 5-00-777	LEGAL FEES	338.00
		LEGAL FEES-FOREST SVS APRIL 19		02 5-00-777	LEGAL FEES	338.00
		LEGAL FEES-FOREST SVS APRIL 19		05 5-00-777	LEGAL FEES	338.00
I-175366		LEGAL FEES-BOOKLET APRIL 19	253.50			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-BOOKLET APRIL 19		01 5-01-777	LEGAL FEES	253.50
I-175367		LEGAL FEES-IMP AGMNT APRIL 19	1,852.50			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		LEGAL FEES-IMP AGMNT APRIL 19		01 5-01-777	LEGAL FEES	1,852.50
		=== VENDOR TOTALS ===	10,296.00			

=====						
01-0047		C & K MARKET INC.				
I-1742474		BUDGET MEETING	54.77			
5/06/2019	AP-US	DUE: 6/25/2019 DISC: 6/25/2019		1099: N		
		BUDGET MEETING		01 5-02-793	MEETINGS/WORKSHOPS	54.77
I-1753149		BUDGET MEETING	18.99			
5/06/2019	AP-US	DUE: 6/25/2019 DISC: 6/25/2019		1099: N		
		BUDGET MEETING		01 5-02-793	MEETINGS/WORKSHOPS	18.99
I-1753198		CC MEETING	41.23			
5/08/2019	AP-US	DUE: 6/25/2019 DISC: 6/25/2019		1099: N		
		CC MEETING		01 5-01-793	MEETINGS/WORKSHOPS	41.23
		=== VENDOR TOTALS ===	114.99			

=====						
01-0761		CAMERON, MCCARTHY, GILBERT & S				
I-2019.05.1752M		ST1801 ROUNDABOUT LANDSCAPING	850.00			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		ST1801 ROUNDABOUT LANDSCAPING		03 5-00-906	CAPITAL OUTLAY	850.00
		=== VENDOR TOTALS ===	850.00			

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CT: 02927 5/22/19 AP KK  
 OR SET: 01 CITY OF SISTERS  
 JENCE : ALPHABETIC  
 TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
0210	CONSOLIDATED SUPPLY CO.					
I-S9236459.001		VALVE CAN LID	314.21			
5/06/2019	AP-US	DUE: 5/06/2019 DISC: 5/06/2019		1099: N		
		VALVE CAN LID		02 5-00-795	SUPPLIES	314.21
		=== VENDOR TOTALS ===	314.21			
=====						
0357	DEPARTMENT OF STATE LANDS					
I-05142019		UNCLAIMED PROPERTY	1,001.67			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		UNCLAIMED PROPERTY		01 2-00-196	UNCLAIMED PROPERTY	1,001.67
		=== VENDOR TOTALS ===	1,001.67			
=====						
0104	ECONOMIC DEVELOPMENT FOR CENTR					
I-9463		EDCO MANAGER-2ND QTR 2019	15,000.00			
5/14/2019	AP-US	DUE: 5/14/2019 DISC: 5/14/2019		1099: N		
		EDCO MANAGER-2ND QTR 2019		01 4-00-665	OTHER GRANTS	5,000.00CR
		EDCO MANAGER-2ND QTR 2019		01 5-01-791	ECONOMIC DEVELOPMENT	20,000.00
		=== VENDOR TOTALS ===	15,000.00			
=====						
1001	EDGE ANALYTICAL, INC.					
I-19-15187		WATER SAMPLES	33.00			
5/03/2019	AP-US	DUE: 5/03/2019 DISC: 5/03/2019		1099: N		
		WATER SAMPLES		02 5-00-775	LABORATORY FEES	33.00
		=== VENDOR TOTALS ===	33.00			
=====						
0909	FASTENAL					
I-ORBEN120388		GLOVES	270.00			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		GLOVES		01 5-03-795	SUPPLIES	27.00
		GLOVES		01 5-05-795	SUPPLIES	35.10
		GLOVES		02 5-00-795	SUPPLIES	67.50
		GLOVES		03 5-00-795	SUPPLIES	78.30
		GLOVES		05 5-00-795	SUPPLIES	62.10
		=== VENDOR TOTALS ===	270.00			

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PACKET: 02927 5/22/19 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
=====						
01-0028		FERGUSON ENTERPRISES, INC. #30				
I-0762448		METERS	1,369.49			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		METERS		02 5-00-788	METERS & PARTS	1,369.49
		=== VENDOR TOTALS ===	1,369.49			
=====						
01-0029		H. D. FOWLER COMPANY				
I-I5121317		HYDRANT REPAIR KIT	220.72			
5/01/2019	AP-US	DUE: 6/10/2019 DISC: 6/10/2019		1099: N		
		HYDRANT REPAIR KIT		02 5-00-779	WATER SYSTEM REPAIRS	220.72
I-I5123903		WATER TESTING SUPPLIES	165.27			
5/01/2019	AP-US	DUE: 6/10/2019 DISC: 6/10/2019		1099: N		
		WATER TESTING SUPPLIES		02 5-00-779	WATER SYSTEM REPAIRS	165.27
		=== VENDOR TOTALS ===	385.99			
=====						
01-0188		HICKMAN, WILLIAMS & ASSOCIATES				
I-35566		UR1801 ADAMS AVE STREETSCAPE	6,120.00			
5/03/2019	AP-US	DUE: 5/03/2019 DISC: 5/03/2019		1099: Y		
		UR1801 ADAMS AVE STREETSCAPE		21 5-00-906	CAPITAL OUTLAY	6,120.00
		=== VENDOR TOTALS ===	6,120.00			
=====						
01-0139		HOOKEK CREEK COMPANIES,LLC				
I-318022		CONCRETE-CH BALLOT BOX	641.25			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		CONCRETE-CH BALLOT BOX		01 5-03-785	MAINTENANCE CITY HALL	641.25
I-318175		CONCRETE-CH BALLOT BOX	577.50			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		CONCRETE-CH BALLOT BOX		01 5-03-785	MAINTENANCE CITY HALL	577.50
		=== VENDOR TOTALS ===	1,218.75			
=====						
01-0799		LANE FOREST PRODUCTS				
I-160111-01		LANDSCAPING BARK	1,208.20			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		LANDSCAPING BARK		03 5-00-795	SUPPLIES	1,208.20
		=== VENDOR TOTALS ===	1,208.20			

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NET: 02927 5/22/19 AP KK  
 JOB SET: 01 CITY OF SISTERS  
 SEQUENCE : ALPHABETIC  
 TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
0851		MOTION & FLOW CONTROL PRODUCTS				
-----						
I-7285846		FIRE HOSE NOZZLE, CONNECTOR	51.98			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		FIRE HOSE NOZZLE, CONNECTOR		01 5-05-906	CAPITAL OUTLAY	51.98
		=== VENDOR TOTALS ===	51.98			
=====						
1135		MOUNTAIN SKY, INC				
-----						
I-13120-A		ST1801 ROUNDABOUT LANDSCAPING	30,174.85			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: Y		
		ST1801 ROUNDABOUT LANDSCAPING		03 5-00-906	CAPITAL OUTLAY	30,174.85
		=== VENDOR TOTALS ===	30,174.85			
=====						
0143		NORCO				
-----						
I-26378459		20#	20.40			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		20#		01 5-03-795	SUPPLIES	2.04
		20#		01 5-05-795	SUPPLIES	2.65
		20#		02 5-00-795	SUPPLIES	5.10
		20#		03 5-00-795	SUPPLIES	5.92
		20#		05 5-00-795	SUPPLIES	4.69
		=== VENDOR TOTALS ===	20.40			
=====						
1071		OFFICE DEPOT				
-----						
I-309722630001		FILE FOLDERS	19.78			
5/02/2019	AP-US	DUE: 5/02/2019 DISC: 5/02/2019		1099: N		
		FILE FOLDERS		01 5-01-714	OFFICE SUPPLIES	2.98
		FILE FOLDERS		01 5-02-714	OFFICE SUPPLIES	3.15
		FILE FOLDERS		01 5-03-795	SUPPLIES	0.39
		FILE FOLDERS		01 5-05-714	OFFICE SUPPLIES	1.78
		FILE FOLDERS		01 5-07-714	OFFICE SUPPLIES	4.94
		FILE FOLDERS		02 5-00-714	OFFICE SUPPLIES	2.77
		FILE FOLDERS		03 5-00-714	OFFICE SUPPLIES	1.58
		FILE FOLDERS		05 5-00-714	OFFICE SUPPLIES	2.19
-----						
I-310497411001		COPY PAPER	87.87			
5/03/2019	AP-US	DUE: 5/03/2019 DISC: 5/03/2019		1099: N		
		COPY PAPER		01 5-01-721	COPIER/PRINTER	28.14
		COPY PAPER		01 5-02-721	COPIER/PRINTER	15.79
		COPY PAPER		01 5-05-721	COPIER/PRINTER	4.38
		COPY PAPER		01 5-07-721	COPIER/PRINTER	27.22
		COPY PAPER		02 5-00-721	COPIER/PRINTER	6.18
		COPY PAPER		05 5-00-721	COPIER/PRINTER	6.16

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ACCOUNT: 02927 5/22/19 AP KK

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-1071 OFFICE DEPOT ( \*\* CONTINUED \*\* )

I-311154185001	LABELS	27.78			
5/06/2019	AP-US	DUE: 5/06/2019 DISC: 5/06/2019	1099: N		
	LABELS		01 5-01-714	OFFICE SUPPLIES	4.18
	LABELS		01 5-02-714	OFFICE SUPPLIES	4.43
	LABELS		01 5-03-795	SUPPLIES	0.55
	LABELS		01 5-05-714	OFFICE SUPPLIES	2.50
	LABELS		01 5-07-714	OFFICE SUPPLIES	6.94
	LABELS		02 5-00-714	OFFICE SUPPLIES	3.89
	LABELS		03 5-00-714	OFFICE SUPPLIES	2.21
	LABELS		05 5-00-714	OFFICE SUPPLIES	3.08

I-312146031001	PRINTER TONER	27.99			
5/08/2019	AP-US	DUE: 5/08/2019 DISC: 5/08/2019	1099: N		
	PRINTER TONER		01 5-07-721	COPIER/PRINTER	27.99

I-312345889001	NOTEBOOKS	37.86			
5/07/2019	AP-US	DUE: 5/07/2019 DISC: 5/07/2019	1099: N		
	NOTEBOOKS		01 5-01-714	OFFICE SUPPLIES	5.70
	NOTEBOOKS		01 5-02-714	OFFICE SUPPLIES	6.03
	NOTEBOOKS		01 5-03-795	SUPPLIES	0.75
	NOTEBOOKS		01 5-05-714	OFFICE SUPPLIES	3.40
	NOTEBOOKS		01 5-07-714	OFFICE SUPPLIES	9.46
	NOTEBOOKS		02 5-00-714	OFFICE SUPPLIES	5.30
	NOTEBOOKS		03 5-00-714	OFFICE SUPPLIES	3.02
	NOTEBOOKS		05 5-00-714	OFFICE SUPPLIES	4.20

I-313186606001	BATTERY BACKUP	28.04			
5/09/2019	AP-US	DUE: 5/09/2019 DISC: 5/09/2019	1099: N		
	BATTERY BACKUP		01 5-05-795	SUPPLIES	28.04

=== VENDOR TOTALS === 229.32

01-0233 PETERSON CAT

I-PC550131989	BATTERY CABLE	851.83			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019	1099: N		
	BATTERY CABLE		03 5-00-796	VEHICLE MAINTENANCE	283.94
	BATTERY CABLE		02 5-00-796	VEHICLE MAINTENANCE	283.94
	BATTERY CABLE		05 5-00-796	VEHICLE MAINTENANCE	283.95

=== VENDOR TOTALS === 851.83

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KET: 02927 5/22/19 AP KK

DOR SET: 01 CITY OF SISTERS

QUENCE : ALPHABETIC

TO/FROM ACCOUNTS SUPPRESSED

-----ID-----		GROSS	P.O. #		
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

0013 PONY EXPRESS

I-376388		LARGE ENVELOPES	34.98		
5/03/2019	AP-US	DUE: 5/03/2019 DISC: 5/03/2019		1099: N	
		LARGE ENVELOPES		01 5-01-714	OFFICE SUPPLIES 5.26
		LARGE ENVELOPES		01 5-02-714	OFFICE SUPPLIES 5.57
		LARGE ENVELOPES		01 5-03-795	SUPPLIES 0.69
		LARGE ENVELOPES		01 5-05-714	OFFICE SUPPLIES 3.15
		LARGE ENVELOPES		01 5-07-714	OFFICE SUPPLIES 8.74
		LARGE ENVELOPES		02 5-00-714	OFFICE SUPPLIES 4.90
		LARGE ENVELOPES		03 5-00-714	OFFICE SUPPLIES 2.79
		LARGE ENVELOPES		05 5-00-714	OFFICE SUPPLIES 3.88
=== VENDOR TOTALS ===			34.98		

0944 QUANTUM COMMUNICATION

I-INV36333		TELEPHONE MAY 2019	822.78		
5/05/2019	AP-US	DUE: 5/05/2019 DISC: 5/05/2019		1099: N	
		TELEPHONE MAY 2019		01 5-01-735	TELEPHONE 35.90
		TELEPHONE MAY 2019		01 5-02-735	TELEPHONE 46.15
		TELEPHONE MAY 2019		01 5-03-735	TELEPHONE 35.90
		TELEPHONE MAY 2019		01 5-05-735	TELEPHONE 92.31
		TELEPHONE MAY 2019		01 5-07-735	TELEPHONE 76.91
		TELEPHONE MAY 2019		02 5-00-735	TELEPHONE 82.04
		TELEPHONE MAY 2019		03 5-00-735	TELEPHONE 76.91
		TELEPHONE MAY 2019		05 5-00-735	TELEPHONE 66.66
		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 ===			822.78		

1 MISC VENDOR

I-051419		RUN AND RACE SISTERS:DEP RFND	270.00		
5/14/2019	AP-US	DUE: 5/14/2019 DISC: 5/14/2019		1099: N	
		RUN AND RACE SISTERS:DEP RFND		01 2-00-162	DEPOSITS - SPECIAL EVENT 270.00
=== VENDOR TOTALS ===			270.00		

0866 SIGNS OF SISTERS

I-05072019		INFORMATION BOXES	540.00		
5/07/2019	AP-US	DUE: 5/07/2019 DISC: 5/07/2019		1099: Y	
		INFORMATION BOXES		01 5-07-714	OFFICE SUPPLIES 540.00
=== VENDOR TOTALS ===			540.00		

pg 8 of 11

-----ID-----		GROSS	P.O. #			
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====						
01-0093	SISTERS HABITAT FOR HUMANITY					
I-05142019		AFFORDABLE HOUSING GRANT	15,463.00			
5/14/2019	AP-US	DUE: 5/14/2019 DISC: 5/14/2019		1099: N		
		AFFORDABLE HOUSING GRANT		01 5-08-319	OTHER GRANTS	15,463.00
=====						
I-05152019REFUND		TREE DEPOSIT REFUND	350.00			
5/15/2019	AP-US	DUE: 5/15/2019 DISC: 5/15/2019		1099: N		
		TREE DEPOSIT REFUND		01 4-00-362	REFUNDS/REIMBURSEMENTS	350.00
		=== VENDOR TOTALS ===	15,813.00			

=====						
01-0149	SISTERS-CAMP SHERMAN RURAL FIR					
I-05142019		PUBLIC EVENT DEPOSIT REFUND	250.00			
5/14/2019	AP-US	DUE: 5/14/2019 DISC: 5/14/2019		1099: N		
		PUBLIC EVENT DEPOSIT REFUND		01 2-00-162	DEPOSITS - SPECIAL EVENT	250.00
		=== VENDOR TOTALS ===	250.00			

=====						
01-0044	TAYLOR TIRE CENTER					
I-76300283066		REMOVE TIRES FROM BUCKET TR	134.00			
5/04/2019	AP-US	DUE: 5/04/2019 DISC: 5/04/2019		1099: N		
		REMOVE TIRES FROM BUCKET TR		01 5-03-796	VEHICLE MAINTENANCE	26.69
		REMOVE TIRES FROM BUCKET TR		01 5-05-796	VEHICLE MAINTENANCE	26.69
		REMOVE TIRES FROM BUCKET TR		02 5-00-796	VEHICLE MAINTENANCE	26.69
		REMOVE TIRES FROM BUCKET TR		03 5-00-796	VEHICLE MAINTENANCE	26.69
		REMOVE TIRES FROM BUCKET TR		05 5-00-796	VEHICLE MAINTENANCE	27.24
		=== VENDOR TOTALS ===	134.00			

=====						
01-0976	USA FLEET SOLUTIONS					
I-37191		TRACKING HARDWARE	37.51			
5/06/2019	AP-US	DUE: 5/06/2019 DISC: 5/06/2019		1099: Y		
		TRACKING HARDWARE		01 5-03-726	CONTRACTED SERVICES	3.75
		TRACKING HARDWARE		01 5-05-726	CONTRACTED SERVICES	4.88
		TRACKING HARDWARE		02 5-00-726	CONTRACTED SERVICES	9.38
		TRACKING HARDWARE		03 5-00-726	CONTRACTED SERVICES	10.88
		TRACKING HARDWARE		05 5-00-726	CONTRACTED SERVICES	8.62
		=== VENDOR TOTALS ===	37.51			

pg 9 of 11

NET: 02927 5/22/19 AP KK  
ORDER SET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
=====						
1043	WCP SOLUTIONS					
5/06/2019	AP-US	HAND SOAP	79.90			
		DUE: 6/25/2019 DISC: 5/16/2019	0.80CR	1099: N		
		HAND SOAP		01 5-05-795	SUPPLIES	79.90
=====						
5/06/2019	AP-US	HAND SOAP	199.65			
		DUE: 6/25/2019 DISC: 5/16/2019	2.00CR	1099: N		
		HAND SOAP		01 5-05-795	SUPPLIES	199.65
		=== VENDOR TOTALS ===	279.55			
=====						
0891	WINSUPPLY					
5/01/2019	AP-US	NOZZLES	112.50			
		DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		NOZZLES		01 5-05-786	PARK MAINTENANCE	112.50
=====						
5/01/2019	AP-US	SPRINKLER HEADS	32.50			
		DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		SPRINKLER HEADS		01 5-05-786	PARK MAINTENANCE	32.50
		=== VENDOR TOTALS ===	145.00			
=====						
0225	X-PRESS PRINTING					
5/08/2019	AP-US	NOTARY STAMP-JULIE PIEPER	33.15			
		DUE: 5/08/2019 DISC: 5/08/2019		1099: N		
		NOTARY STAMP-JULIE PIEPER		01 5-02-714	OFFICE SUPPLIES	33.15
=====						
5/10/2019	AP-US	WINDOW/RETURN ENVELOPES	270.22			
		DUE: 5/10/2019 DISC: 5/10/2019		1099: N		
		WINDOW/RETURN ENVELOPES		01 5-01-714	OFFICE SUPPLIES	21.09
		WINDOW/RETURN ENVELOPES		01 5-02-714	OFFICE SUPPLIES	22.34
		WINDOW/RETURN ENVELOPES		01 5-03-795	SUPPLIES	2.78
		WINDOW/RETURN ENVELOPES		01 5-05-714	OFFICE SUPPLIES	12.61
		WINDOW/RETURN ENVELOPES		01 5-07-714	OFFICE SUPPLIES	35.05
		WINDOW/RETURN ENVELOPES		02 5-00-714	OFFICE SUPPLIES	19.64
		WINDOW/RETURN ENVELOPES		03 5-00-714	OFFICE SUPPLIES	11.18
		WINDOW/RETURN ENVELOPES		05 5-00-714	OFFICE SUPPLIES	15.53
		WINDOW/RETURN ENVELOPES		01 5-02-714	OFFICE SUPPLIES	130.00
		=== VENDOR TOTALS ===	303.37			

pg 10 of 11

PACKET: 02927 5/22/19 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				
I-096828901		7970 COPIER LEASE APRIL 2019	687.81			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		7970 COPIER LEASE APRIL 2019		01 5-01-721	COPIER/PRINTER	220.29
		7970 COPIER LEASE APRIL 2019		01 5-02-721	COPIER/PRINTER	123.62
		7970 COPIER LEASE APRIL 2019		01 5-05-721	COPIER/PRINTER	34.29
		7970 COPIER LEASE APRIL 2019		01 5-07-721	COPIER/PRINTER	213.10
		7970 COPIER LEASE APRIL 2019		02 5-00-721	COPIER/PRINTER	48.34
		7970 COPIER LEASE APRIL 2019		05 5-00-721	COPIER/PRINTER	48.17
I-096828902		7845 COPIER LEASE APRIL 2019	277.48			
5/01/2019	AP-US	DUE: 5/01/2019 DISC: 5/01/2019		1099: N		
		7845 COPIER LEASE APRIL 2019		01 5-01-721	COPIER/PRINTER	88.87
		7845 COPIER LEASE APRIL 2019		01 5-02-721	COPIER/PRINTER	49.87
		7845 COPIER LEASE APRIL 2019		01 5-05-721	COPIER/PRINTER	13.83
		7845 COPIER LEASE APRIL 2019		01 5-07-721	COPIER/PRINTER	85.97
		7845 COPIER LEASE APRIL 2019		02 5-00-721	COPIER/PRINTER	19.50
		7845 COPIER LEASE APRIL 2019		05 5-00-721	COPIER/PRINTER	19.44
		=== VENDOR TOTALS ===	965.29			
		=== PACKET TOTALS ===	89,652.90			

Pg 11 of 11



**RESOLUTION NO. 2019-06**

**A RESOLUTION EXTENDING THE CITY OF SISTERS' WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF SISTERS**

WHEREAS, the City of Sisters elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteers listed in this resolution, noted on CIS payroll schedule, and verified at audit:

**1. Volunteer boards, commissions, and councils for the performance of administrative duties.**

An aggregate assumed annual wage of \$2,500 will be used per each volunteer board, commission, or council for the performance of administrative duties. The covered bodies are (list each body):

- a. City Council
- b. Planning Commission
- c. Budget Committee
- d. Parks Advisory Board
- e. Urban Forestry Board
- f. Housing Policy Advisory Board

**2. Other Volunteers**

Volunteer exposures not addressed here will have workers' compensation coverage if, prior to the onset of the work provided that the City of Sisters:

- a. Provides at least two weeks' advance written notice to CIS underwriting requesting the coverage
- b. CIS approves the coverage and date of coverage
- c. CIS provides written confirmation of coverage

**The City of Sisters agrees to maintain verifiable rosters for all volunteers including volunteer name, date of service, and hours of service and make them available at the time of a claim or audit to verify coverage.**

NOW, THEREFORE, BE IT RESOLVED by the City of Sisters to provide workers' compensation coverage as indicated above.

Adopted by the City of Sisters and Sisters City Council this 22<sup>nd</sup> Day of May, 2019.

\_\_\_\_\_  
Chuck Ryan, Mayor

Attest:

\_\_\_\_\_  
Kerry Prosser, City Recorder

**RESOLUTION NO. 2019-07**

**A RESOLUTION DECLARING THE MUNICIPAL SERVICES PROVIDED BY  
THE CITY OF SISTERS**

WHEREAS, ORS 221.760 provides as follows:

Section 1. The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following service:

- (1) Police protection
- (2) Fire protection
- (3) Street construction, maintenance and lighting
- (4) Sanitary sewer
- (5) Storm sewers
- (6) Planning, zoning and subdivision control
- (7) One or more utility services; and

WHEREAS, city officials recognize the desirability of assisting the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760, now therefore,

BE IT RESOLVED, that the City of Sisters hereby certifies that it provides the following four or more municipal services enumerated in Section 1, ORS 221.760

- Police protection
- Fire protection
- Street construction, maintenance and lighting
- Sanitary sewer
- Storm sewers
- Planning, zoning and subdivision control
- One or more utility services

Adopted by the City Council and signed by the Mayor this 22<sup>nd</sup> day of May, 2019.

\_\_\_\_\_  
Chuck Ryan, Mayor

ATTEST:

\_\_\_\_\_  
Kerry Prosser, City Recorder

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APR 19 2019

ent Permit

avenue | PO Box 39 - Sisters, Or 97759 | ph (541) 549-6022 | www.ci.sisters.or.us

CITY OF SISTERS



APPLICATION FOR:

PARADE  SMALL EVENT (UP TO 24)  MEDIUM EVENT (25 TO 100)  LARGE EVENT (OVER 100)

ORGANIZATION INFORMATION

Organizational Name: Sisters Rodeo Assn.

Applicant (Last, First, Middle) : Buckmann, Jeri

Mailing Address: PO Box 1018 Sisters, OR 97759

Daytime Telephone: ( 541 )549-0251

Fax Number: ( )

Cell Number: 541 568-0689

EVENT

Nature of the Event: Rodeo Parade  
(e.g. concert, race, festival)

Event Location: Cascade Avenue

Date(s) of Event: June 8, 2019

Time(s) of Event: 9:30-10:30

Expected Attendance: 4,000+

Attached Site Plan/Traffic Plan/Event Narrative: 1 or 2 paragraphs describing the event.

Liability

The applicant must be at least 21 years of age and must assume financial responsibility for payment of fees, set-up and clean up, and any damages to equipment and/or property which may be incurred. Abuse of facilities or violation of regulations shall result in subsequent denial of use of parks/facilities. Applicant must provide adequate supervision of scheduled event. The City of Sisters is not responsible for the security of personal items of the applicant or attendees/guests of the event. The City of Sisters reserves the right to deny use of facilities to the applicant. Parking allowed only in designated area, unless other arrangements have been made.

Additional Fees

The City of Sisters reserves the right to charge an extra fee for special services rendered. Example: location for tent stakes, extra tables, extra garbage containers or pickups, and electricity.

Waiver

I, and/or the organization I represent understand that any violation of these agreements or City Code will result in forfeiture of event fee, immediate termination of event, and jeopardize future use of City of Sisters' facilities. User agrees to indemnify, defend, and save and hold City of Sisters, its affiliates and their respective directors, officers, and employees, and agents of the City of Sisters harmless from and against any claims (including without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, cost, liabilities, (including sums paid in settlement of claims), interest, or losses, including reasonable attorney's and paralegal's fees and expenses (including without limitation, any such fees and expenses incurred in enforcing this agreement or City Code, or collecting any sums due hereunder), costs, consultants' fees, together with all other costs and expenses of any kind or nature that arise directly or indirectly from the use of the facilities by user.

As a condition of use of the City of Sisters' facilities, the applicant agrees that it will not discriminate or permit discrimination at or in relation to applicant's event against any person on the basis of race, color, creed, national origin, age gender or disability.

Applicant Signature

Jeri Buckmann

Title

Coordinator

Date

4-11-19

# Public Event Permit

520 E. Cascade Avenue | PO Box 39 - Sisters, Or 97759 | ph. (541) 549-6022 | [www.ci.sisters.or.us](http://www.ci.sisters.or.us)



## INSURANCE

Liability Insurance in the amounts and for the purposes required by the City of Sisters has been obtained by the applicant. Certification of Insurance is attached.

Received by: Michele Abbenhuis Date: 4/19/2019

## DEPOSIT

Small Event (up to 24)	\$ 50.00	\$ _____
Medium Event (25 to 100)	\$ 100.00	\$ _____
Large Event (over 100)	\$ 250.00	\$ _____

## FEE CALCULATION

	FEE	QUANTITY	TOTAL
Alcohol Consumption Permit	\$ 10.00		\$ _____
Auctioneer's Permit	\$ 25.00		\$ _____
Beer Garden Permit	\$ 250.00		\$ _____
Gaming Permit	\$ 25.00		\$ _____
Parade Permit/Road Closure (per block)	\$ 50.00 x	_____	\$ _____
<b>Public Event:</b>			
<b>Small Event (up to 24)</b>			
Application Fee (per event)	\$ 30.00		\$ _____
Park Fee (per day)	\$ 50.00 x	_____	\$ _____
<b>Medium Event (25 to 100)</b>			
Application Fee (per event)	\$ 75.00		\$ _____
Park Fee (per day)	\$ 100.00 x	_____	\$ _____
<b>Large Event (over 100)</b>			
Application Fee (per event)	\$ 200.00		\$ _____
Park Fee (per day)	\$ 300.00 x	_____	\$ _____
<b>Non-Profit</b>			
Application Fee (per event)	\$ 30.00		\$ 30.00
Park Fee (per day)	\$ 25.00 x	_____	\$ _____
<b>Cones</b>	\$ 2.50 x	55	\$ 137.50
<b>Barricades/Signs</b>	\$ 5.00 x	26	\$ 130.00
<b>City</b>			
Labor per hour	65.00 x	(28 hrs Staff time)	\$ _____
Other:	\$ x	_____	\$ _____
_____	\$ x	_____	\$ _____
_____	\$ x	_____	\$ _____
<b>TOTAL FEE</b>			\$ _____
<b>DEPOSIT</b>			\$ _____
<b>TOTAL DUE</b>			\$ 297.50
<b>DEPOSIT RELEASE</b>			\$ _____

# Public Event Permit

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## FOR OFFICE USE ONLY:

PERMIT REQUIREMENTS			
Sanitary Facilities:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N/A
Parking Facilities:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N/A
Fire Protection:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N/A
Parade:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	N/A
Medical Services:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	N/A
Street Closure:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	N/A

Public Works Director: *[Signature]* Date: 4/23/19  
 Deschutes County Sheriff's Office: *[Signature]* Date: 5/13/19  
 ODOT: *[Signature]* see ODOT permit attached Date: 5/13/19  
 Sisters/Camp Sherman Fire Department: *[Signature]* Date: [Signature]

Comments:

**PERMIT FOR PUBLIC EVENT:** Permission for the above-named applicant to conduct the Public Event specified herein is hereby granted:

*[Signature]* City Manager 5/13/19 Date

FOR OFFICE USE ONLY - DO NOT WRITE BELOW LINE	
Application Received Date: <u>4/19/2019</u>	Cash Receipt Number: <u>#00165002</u>
Email & Scanned To: <input type="checkbox"/> D.C. Health Dept	<input type="checkbox"/> Sisters/Camp Sherman Fire Dept
<input checked="" type="checkbox"/> Application Approved & Confirmed <u>5/13/2019</u>	<input type="checkbox"/> Brown & Brown Insurance
Deposit Release: _____ Date: _____	<input checked="" type="checkbox"/> Posted to Public Event Calendar

## Sisters Rodeo Parade

100 entries. Staging areas include Main Ave., Pine St., Adams and Sisters Park Dr. starting at 7 am. Parade starts at 9:30 am and last entry is the Fire Dept. Parade turns left on Larch about 10:25 am and Cascade should be clear by 10:30 am.

Announcer RL Garrigus is on top deck above Sundance Shoes. Flaggers scheduled.

Route:

Begin at corner of Cascade & Pine, travels down Cascade to Larch, turns left on Larch, then left on Adams.

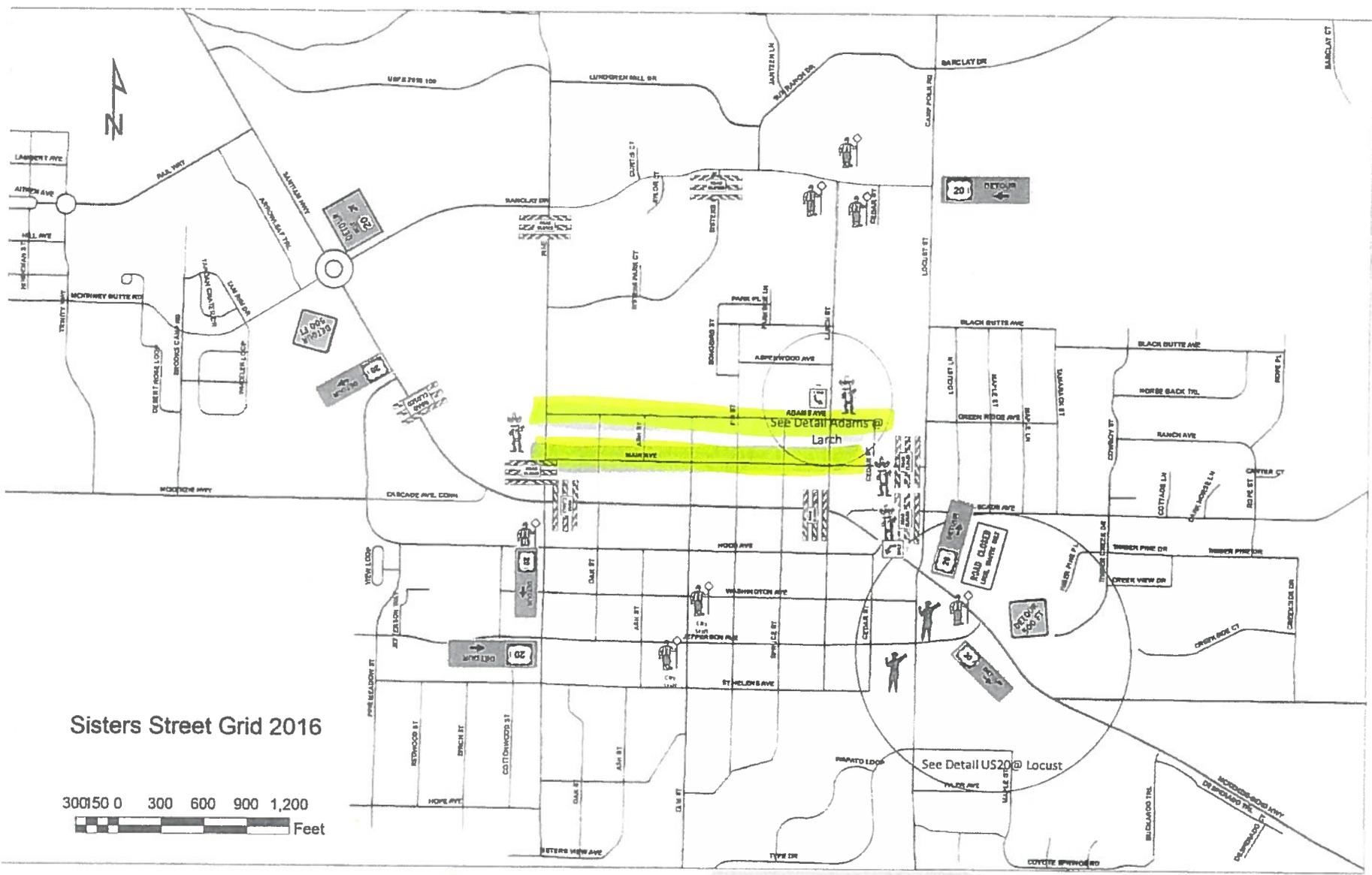
City of Sisters, Oregon  
(541) 549-6022

REC#: 00165002 5/13/2019 4:39 PM  
OPER: JP TERM: 003  
REF#: 5248

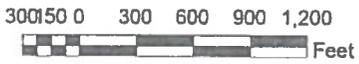
TRAN: 54.0000 SPECIAL EVENT PERMIT  
Rodeo Parade  
6.8.2019  
EVENT FEES 297.50CR

TENDERED: 297.50 CHECK  
APPLIED: 297.50-

CHANGE: 0.00



Sisters Street Grid 2016



all will turn left  
onto Adams Ave



APPLICATION AND PERMIT TO OCCUPY OR  
PERFORM OPERATIONS UPON A STATE HIGHWAY

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

10M38945

CLASS KEY#

GENERAL LOCATION

PURPOSE OF APPLICATION  
(TO CONSTRUCT/OPERATE/MAINTAIN)

HIGHWAY NAME AND ROUTE NUMBER OR-126 / 16 / Santiam		<input type="checkbox"/> POLE LINE	TYPE	MIN VERT CLEARANCE
HIGHWAY NUMBER 016	COUNTY Deschutes	<input type="checkbox"/> BURIED CABLE	TYPE	
BETWEEN OR NEAR LANDMARKS mp 92.28 - Downtown Sisters		<input type="checkbox"/> PIPE LINE	TYPE	
HWY. REFERENCE MAP	DESIGNATED FREEWAY	IN U.S. FOREST	<input type="checkbox"/> NON-COMMERCIAL SIGN	FEE AMOUNT
	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO		
APPLICANT NAME AND ADDRESS Sisters Rodeo Association Attn: Jeri Buckmann PO Box 1018 Sisters OR 97759		<input checked="" type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW		
		FOR ODOT USE ONLY		
BOND REQUIRED		REFERENCE	AMOUNT OF BOND	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		OAR 734-55-035(2)		
INSURANCE REQUIRED		REFERENCE	SPECIFIED COMP. DATE	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		OAR 734-55-035(1)	June 8, 2019	

DETAIL LOCATION OF FACILITY (For more space attach additional sheets)

MILE POINT TO	MILE POINT	ENGINEERS STATION TO	ENGINEERS STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
					CENTER OF PVMT	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
92.28	92.94			Both sides	crossing	crossing			

DESCRIPTION AND LOCATION OF NON COMMERCIAL SIGNS OR MISCELLANEOUS OPERATIONS FACILITIES

Sisters Rodeo Parade to be held on 6-8-2019 beginning at 9:30 AM.

SPECIAL PROVISIONS (FOR MORE SPACE ATTACH ADDITIONAL SHEETS)

- TRAFFIC CONTROL REQUIRED  YES (OAR 734 55-026(8))  NO
- OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED?  YES (OAR 734 55 100(2))  NO (OAR 734-55-100(1))
- AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE AT TELEPHONE NUMBER: 541-383-0121 Dispatch OR FAX A COPY OF THIS PAGE TO THE DISTRICT OFFICE AT: \_\_\_\_\_ SPECIFY TIME AND DATE IN THE SPACE BELOW.
- A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION
- ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987. CALL BEFORE YOU DIG 1-800-332-2344

COMMENTS ODOT USE ONLY

PARADE SHALL BE IN COMPLIANCE WITH ATTACHED EXHIBIT A PLEASE HAVE A COPY OF THE PERMIT AT THE PARADE

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE <input checked="" type="checkbox"/> <i>Jeri Buckmann</i>	TITLE CITY MANAGER	DATE 5/26/19
APPLICANT SIGNATURE <input checked="" type="checkbox"/> <i>Jeri Buckmann</i>	APPLICATION DATE 5/25/19	TITLE Parade Coordinator
DISTRICT MANAGER OR REPRESENTATIVE <input checked="" type="checkbox"/> <i>Glenn Smith</i>		TELEPHONE NO. 588-0689
APPROVAL DATE 3-28-19		



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Public Event Permit

520 E. Cascade Avenue | PO Box 39 - Sisters, Or 97759 | 541-549-6022 | www.cityofsisters.or.us

CITY OF SISTERS



APPLICATION FOR:		
<input type="checkbox"/> PARADE	<input type="checkbox"/> SMALL EVENT (UP TO 24)	<input checked="" type="checkbox"/> LARGE EVENT (OVER 100)
<input type="checkbox"/> MEDIUM EVENT (25 TO 100)		
ORGANIZATION INFORMATION		
Organizational Name: <i>Citizens 4 Community</i>		
Applicant (Last, First, Middle): <i>Holdman, Robyn C</i>		
Mailing Address: <i>PO Box 2193, Sisters OR 97759</i>		
Daytime Telephone: <i>(541) 815-2088</i>	Fax Number: ( ) <i>NA</i>	Cell Number: <i>(541) 815-2088</i>
EVENT		
Nature of the Event: <i>Festival</i> <small>(e.g. concert, race, festival)</small>		
Event Location: <i>Fir Street Park, 150 N Fir St, Sisters OR 97759</i>		
Date(s) of Event: <i>9/15/19</i>	Time(s) of Event: <i>1-5 pm</i>	Expected Attendance: <i>200-400</i>
<input checked="" type="checkbox"/> Attached Site Plan/Traffic Plan/Event Narrative: 1 or 2 paragraphs describing the event.		

Liability

The applicant must be at least 21 years of age and must assume financial responsibility for payment of fees, set-up and clean up, and any damages to equipment and/or property which may be incurred. Abuse of facilities or violation of regulations shall result in subsequent denial of use of parks/facilities. Applicant must provide adequate supervision of scheduled event. The City of Sisters is not responsible for the security of personal items of the applicant or attendees/guests of the event. The City of Sisters reserves the right to deny use of facilities to the applicant. Parking allowed only in designated area, unless other arrangements have been made.

Additional Fees

The City of Sisters reserves the right to charge an extra fee for special services rendered. Example: location for tent stakes, extra tables, extra garbage containers or pickups, and electricity.

Waiver

I, and/or the organization I represent understand that any violation of these agreements or City Code will result in forfeiture of event fee, immediate termination of event, and jeopardize future use of City of Sisters' facilities. User agrees to indemnify, defend, and save and hold City of Sisters, its affiliates and their respective directors, officers, and employees, and agents of the City of Sisters harmless from and against any claims (including without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, cost, liabilities, (including sums paid in settlement of claims), interest, or losses, including reasonable attorney's and paralegal's fees and expenses (including without limitation, any such fees and expenses incurred in enforcing this agreement or City Code, or collecting any sums due hereunder), costs, consultants' fees, together with all other costs and expenses of any kind or nature that arise directly or indirectly from the use of the facilities by user.

As a condition of use of the City of Sisters' facilities, the applicant agrees that it will not discriminate or permit discrimination at or in relation to applicant's event against any person on the basis of race, color, creed, national origin, age gender or disability.

Event Contact: *Wendy Birnbaum, C4C Program Committee Liaison, 541-647-4710, wendybirnbaum@yahoo.com*

Applicant Signature: <i>[Signature]</i>	Title: <i>President</i>	Date: <i>4/12/19</i>
---	-------------------------	----------------------

# Public Event Permit

520 E. Cascade Avenue | PO Box 39 - Sisters, Or 97759 | ph. (541) 549-6022 | [www.ci.sisters.or.us](http://www.ci.sisters.or.us)



## INSURANCE

Liability Insurance in the amounts and for the purposes required by the City of Sisters has been obtained by the applicant. Certification of Insurance is attached.

Received by: Nicole Hobenhuis Date: 4/12/2019

## DEPOSIT

Small Event (up to 24)	\$ 50.00	\$ _____
Medium Event (25 to 100)	\$ 100.00	\$ _____
Large Event (over 100)	\$ 250.00	\$ <u>250.00</u>

## FEE CALCULATION

	FEE	QUANTITY	TOTAL
Alcohol Consumption Permit	\$ 10.00		\$ _____
Auctioneer's Permit	\$ 25.00		\$ _____
Beer Garden Permit	\$ 250.00		\$ _____
Gaming Permit	\$ 25.00		\$ _____
Parade Permit/Road Closure (per block)	\$ 50.00 x	_____	\$ _____
<b>Public Event:</b>			
<b>Small Event (up to 24)</b>			
Application Fee (per event)	\$ 30.00		\$ _____
Park Fee (per day)	\$ 50.00 x	_____	\$ _____
<b>Medium Event (25 to 100)</b>			
Application Fee (per event)	\$ 75.00		\$ _____
Park Fee (per day)	\$ 100.00 x	_____	\$ _____
<b>Large Event (over 100)</b>			
Application Fee (per event)	\$ 200.00		\$ _____
Park Fee (per day)	\$ 300.00 x	_____	\$ _____
<b>Non-Profit</b>			
Application Fee (per event)	\$ 30.00		\$ <u>30.00</u>
Park Fee (per day)	\$ 25.00 x	<u>1</u>	\$ <u>25.00</u>
Cones	\$ 2.50 x	<u>12</u>	\$ <u>30.00</u>
Barricades/Signs	\$ 5.00 x	<u>6</u>	\$ <u>30.00</u>
<b>City</b>			
Labor per hour	\$ 65.00 x	_____	\$ _____
Other:			
_____	\$ x	_____	\$ _____
_____	\$ x	_____	\$ _____
<b>TOTAL FEE</b>			\$ <u>115.00</u>
<b>DEPOSIT</b>			\$ <u>250.00</u>
<b>TOTAL DUE</b>			\$ <u>365.00</u>
<b>DEPOSIT RELEASE</b>			\$ _____

# Public Event Permit

520 E. Cascade Avenue | PO Box 39 - Sisters, Or 97759 | ph. (541) 549-6022 | [www.ci.sisters.or.us](http://www.ci.sisters.or.us)



FOR OFFICE USE ONLY:

### PERMIT REQUIREMENTS

Sanitary Facilities:	_____	Yes	_____	No	_____	N/A
Parking Facilities:	_____	Yes	_____	No	_____	N/A
Fire Protection:	_____	Yes	_____	No	_____	N/A
Parade:	_____	Yes	_____	No	_____	N/A
Medical Services:	8 a.m - 5 p.m.	Yes	_____	No	_____	N/A
Street Closure:	Main Ave - Fir St. - Spruce St.	X	Yes	_____	No	_____

Public Works Director:	Date:	ODOT:	Date:
<i>[Signature]</i>	5/3/19	N/A	
Deschutes County Sherriff's Office:	Date:	Sisters/Camp Sherman Fire Department:	Date:
<i>[Signature]</i>	5/6/19	<i>[Signature]</i>	5/17/19
Comments: <i>Street Closure requires Council Approval.</i>			

**PERMIT FOR PUBLIC EVENT:** Permission for the above-named applicant to conduct the Public Event specified herein is hereby granted:

*[Signature]*  
City Manager

Date 5/17/19

FOR OFFICE USE ONLY - DO NOT WRITE BELOW LINE	
Application Received Date: <u>4/12/2019</u>	Cash Receipt Number:
Email & Scanned To: <input type="checkbox"/> D.C. Health Dept	<input type="checkbox"/> Sisters /Camp Sherman Fire Dept
<input type="checkbox"/> Application Approved & Confirmed	<input type="checkbox"/> Brown & Brown Insurance
	<input checked="" type="checkbox"/> Posted to Public Event Calendar
Deposit Release: <u>\$ 250.00</u>	Date: <u>9/25/19</u> X

## Public Event Permit Application - City of Sisters

Event: Fiesta de Independencia  
Date: September 15, 2019  
Time: 1-5 pm  
Location: Fir Street Park  
Applicant: Citizens4Community

### Description of Event:

For the second year, the Sisters Latino Community, in collaboration with Citizens4Community (C4C), invites the entire community of Sisters to celebrate Mexican Independence Day to share this important day in the Latino Culture. This Fiesta was a great success in its first year in 2018. Approximately 350 people attended to enjoy the mariachi music, Mexican food, folkloric dancers, and community interactions. This Fiesta will be an opportunity to learn about the history and culture of this Fiesta in Mexico, along with community interactions and relationship building.

C4C anticipates that the 2019 Fiesta will draw 200-400 people, or more. The success of the 2018 Fiesta has generated enthusiasm and interest in this year's event.

C4C will seek a permit to block off Main Street between N Fir Street and N Spruce streets. This will enable us to utilize the entire block surrounding Fir Street Park so we can set up food trucks and food service on Main Street. The street closure for food service will open up the park area for the entertainers and attendees to have sufficient space. *8 a.m. - 5 p.m.*

The entertainment and food are anticipated as follows:

1. A mariachi band consisting of about 8 musicians will play throughout the event. They actively play their instruments from the stage and while mingling amongst the crowd.
2. We anticipate that one other band will play during the Fiesta.
3. We plan to have folkloric dancers perform during the Fiesta. They will wear flowing costumes so need a large space off the stage for their performance.
4. We plan to have 3 to 5 food trucks to provide a variety of Mexican foods.
5. Tables and chairs will be set up along the street and throughout Fir Street Park for the attendees.

2019 Fiesta de  
 Independencia  
 Fir Street Park  
 9/15/2019



TWO (2) TYPE III BARRICADES WITH "ROAD CLOSED" SIGN WITH FOUR (4) CONES & TWO (2) SANDBAGS EACH



TWO (2) TYPE II BARRICADES AT THE BANK DRIVE THRU ENTRANCE AND EXIT ON SPRUCE AND MAIN AVENUE



TWO (2) TYPE II BARRICADES WITH ONE (1) CONE EACH FOR ADVANCE NOTICE OR ROAD CLOSURE AT MAIN AVENUE AND FIM AND MAIN AVENUE AND BIRCH

FIR STREET PARK  
150 N. FIR STREET  
SISTERS, OR 97759

1 - several tables with seating in the street and park for eating & sitting  
FC - 3-5 food trucks on street on FIR + Interstate Bank side



**Deschutes County Sheriff's Office  
City of Sisters – Monthly Statistics  
January – December 2019**

Month	Traffic Warnings	% Warnings to Residents	% Warnings to Non-Residents**	Traffic Tickets	% Tickets to Residents	% Tickets to Non-Residents**	Business Checks	Total Time*	Other Issued Tickets
January	10	40%	60%	2	100%	0%	231	658	8
February	1	100%	0%	0	0%	0%	285	598.50	1
March	21	67%	33%	6	33%	67%	187	704.50	4
April	44	30%	70%	20	20%	80%	232	603.50	8
May									
June									
July									
August									
September									
October									
November									
December									

\*Total time includes, vacation, sick time, training hours and School Resource Officer hours.

\*\*Non-Resident also includes transient or unknown.

\*Other issued tickets include Violations and Criminal Tickets.

<u>Case Number</u>	<u>Date And Time</u>	<u>Location</u>	<u>Incident Type</u>	<u>Additional Officers</u>
2019-00103233	04/01/2019 12:56:35	635 N ARROWLEAF TRL	Theft - Telephone scam - Monetary loss	
2019-00103680	04/01/2019 20:41:02	SISTERS	*Peace Officer Hold	
2019-00103741	04/01/2019 22:07:43	680 N BROOKS CAMP RD	* Domestic Dispute - Adult female arrested for assault	2
2019-00103773	04/01/2019 23:31:08	680 N BROOKS CAMP RD	* Warrant Arrest - Adult male arrested on Failure to Appear Warrant	
2019-00104631	04/02/2019 16:05:50	BROOKS SCANLON LOGGING RD / EDINGTON RD	Death Investigation- Non-criminal pending DA review	4
2019-00106839	04/04/2019 13:46:03	601 N BROOKS CAMP RD	* Harassment - Adult female arrested for Harassment	1
2019-00110092	04/07/2019 17:21:36	N BROOKS CAMP RD / W HILL AVE	Traffic Crime/Offense - Hit and Run - Parked vehicle damaged	
2019-00110550	04/08/2019 07:14:56	69355 HAWKSFLIGHT DR	Burglary - Tools taken from a construction site	
2019-00111141	04/08/2019 14:15:30	223 E HOOD AVE	Theft - Local business reported theft from store	
2019-00113072	04/10/2019 08:04:00	SISTERS	Death Investigation- Non-criminal pending DA review	3
2019-00113288	04/10/2019 10:43:11	15820 BARCLAY DR	Aircraft crash at Sisters Airport	2
2019-00113979	04/10/2019 20:50:13	190 E CASCADE AVE	Traffic Crime/Offense - Hit and Run - Parked vehicle damaged	
2019-00116833	04/13/2019 09:18:53	703 N LARCH ST	Civil Problem - Civil dispute between employee and employer	
2019-00117129	04/13/2019 14:13:08	E HWY 20 / E JEFFERSON AVE	* Restraining Order Violation - Traffic stop- Arrest for violation of no contact order	
2019-00117620	04/14/2019 01:02:40	173 E ADAMS AVE	* Assault - Dispute results in fight	2
2019-00118070	04/14/2019 15:01:07	625 N ARROWLEAF TRL	Information/Misc Report - Assist family in distress	
2019-00118296	04/14/2019 20:05:56	W MEADOW PKWY	Civil Problem - Dispute over fallen tree	
2019-00118510	04/15/2019 06:44:31	605 N ARROWLEAF TRL	* Peace Officer Hold	
2019-00118610	04/15/2019 08:18:27	601 N BROOKS CAMP RD	* Trespass - Adult male arrested on Parole Violation	1

2019-00119919	04/16/2019 10:18:03	THREE CREEKS RD	* Domestic Abuse - Adult male arrested for violation of a restraining order	2
2019-00120071	04/16/2019 12:16:06	110 S SPRUCE ST	Careless Burning - Small fire in alley beside business	
2019-00120213	04/16/2019 14:01:18	SISTERS	Information/Misc Report	1
2019-00120493	04/16/2019 18:06:23	SISTERS	* Domestic Dispute - Adult male arrested	1
2019-00120579	04/16/2019 20:18:13	SISTERS	* Domestic Dispute - Adult male arrested for Probation Violation	
2019-00121149	04/17/2019 10:44:41	INDIAN FORD RD	Theft - Identity Theft, monetary loss	
2019-00121714	04/17/2019 17:46:44	SUNTREE LN	Information/Misc Report - Dispute over property line	
2019-00121853	04/17/2019 20:16:55	635 N ARROWLEAF TRL	Unauthorized Entry of a Motor Vehicle - Theft of personal items	
2019-00123072	04/18/2019 18:10:36	N BROOKS CAMP RD / W HILL AVE	* Drug Offense - Female arrested for unlawful possession of Methamphetamine	
2019-00123279	04/18/2019 22:36:18	601 N BROOKS CAMP RD	* Adult furnishing alcohol to minors	1
2019-00123753	04/19/2019 11:32:12	N TAMARACK ST	Assault - Adult male assaulted at a party	
2019-00124947	04/20/2019 13:27:36	555 N LARCH ST	Information/Misc Report	
2019-00125470	04/21/2019 01:03:47	W HWY 20 / W RAIL WAY	* DUII - Adult male arrested for DUII during traffic stop	
2019-00125955	04/21/2019 15:23:56	555 N LARCH ST	Civil Problem - Disagreement in custody exchange	
2019-00126277	04/21/2019 22:28:13	SISTERS	* Peace Officer Hold	
2019-00126836	04/22/2019 12:37:06	635 N ARROWLEAF TRL	* Theft - Adult female arrested for shoplifting	
2019-00127173	04/22/2019 17:17:48	SISTERS	Lost / Found Property - Recovered bicycle, returned to owner	
2019-00129020	04/24/2019 07:50:54	N BROOKS CAMP RD / W MCKINNEY BUTTE RD	* Drug Offense - Female arrested for unlawful possession of Methamphetamine	2
2019-00129533	04/24/2019 14:02:03	601 N BROOKS CAMP RD	Theft - Personal property stolen from residence	
2019-00129774	04/24/2019 17:00:00	504 S LOCUST ST	* Disorderly Conduct - Adult male arrested for disorderly conduct	1

2019-00132506	04/26/2019 22:23:11	680 N BROOKS CAMP RD	Criminal Mischief - Ongoing civil dispute	
2019-00132803	04/27/2019 10:03:26	E HWY 20	Burglary - Theft of property from a residence	
2019-00132821	04/27/2019 10:27:40	SISTERS	Domestic Disturbance	
2019-00135690	04/30/2019 07:59:39	HAWKS BEARD / HWY 20	* Traffic stop - Two adults arrested for illegal activity	

**AN \* DENOTES CASES THAT INCLUDED LAW ENFORCEMENT ACTION**

**HIGHLIGHTED CASES ARE CASES THAT OCCURRED WITHIN THE CITY OF SISTERS**



CITY COUNCIL  
**Agenda Item Summary**

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**Meeting Date:** May 22, 2019

**Staff:** Joseph O'Neill

**Type:** Regular Meeting

**Dept:** Finance

**Subject:** FY 2019-2020 Budget Adoption & Levying Taxes

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**Action Requested:** Conduct a public hearing and consider the approval of Resolution No. 2019-08: A RESOLUTION ADOPTING THE FISCAL YEAR 2019-2020 BUDGET, APPROPRIATING FUNDS, APPROVING A TAX LEVY AND DIRECTING STAFF TO FILE THE BUDGET WITH THE COUNTY CLERK.

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**Background:**

On May 6 and May 7, 2019 the Sisters Budget Committee held meetings to review the City's fiscal year 2019-2020 budget. The Budget Committee approved the proposed budget with the following changes, the parenthesis represent the changes effect to fund balance:

- General Fund
  - Increase in Capital Improvements           \$ (191,000)
  - Decrease in Materials and Services           70,000
  - Decrease in Operating Contingency           11,667
  - Decrease in Reserve for Future Exp.       109,333

The resolution includes adopting the City of Sisters tax rate for FY 2019-20. As approved by the Budget Committee, the elected rate is \$2.6417 per \$1,000 of assessed value.

**Financial Impact:**

Authorize appropriations of \$16,328,410 for fiscal year 2019-20.

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**Attachment(s):**

Resolution No. 2019-08

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**RESOLUTION 2019-08**

**A RESOLUTION ADOPTING THE FISCAL YEAR 2019-2020 BUDGET, APPROPRIATING FUNDS, APPROVING A TAX LEVY AND DIRECTING STAFF TO FILE THE BUDGET WITH THE COUNTY CLERK.**

**ADOPTING THE BUDGET**

**BE IT RESOLVED** that the City Council of the City of Sisters hereby adopts the budget for fiscal year 2019-2020 in the total amount of \$16,328,410\*. This budget is now on file at 520 E. Cascade Ave., in Sisters, Oregon.

**MAKING APPROPRIATIONS**

**BE IT RESOLVED** that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2019 for the following purposes:

**General Fund**

Council-Manager.....	\$	429,308
Finance & Administration .....		214,373
Maintenance .....		135,042
Parks.....		319,293
Police.....		611,849
Community Development.....		440,915
Support Services .....		312,632
Capital Outlay.....		183,875
Operating Contingency .....		410,569
Transfers .....		23,400
<b>Total .....</b>	<b>\$</b>	<b>3,081,256</b>

**Water Fund**

Personnel Services .....	\$	321,507
Materials & Services .....		283,704
Capital Outlay.....		112,444
Transfers .....		8,840
Debt Service .....		657
Operating Contingency .....		100,869
<b>Total .....</b>	<b>\$</b>	<b>828,021</b>

**Street Fund**

Personnel Services .....	\$	304,031
Materials & Services .....		346,410
Capital Outlay.....		181,200
Transfers .....		7,280
Debt Service .....		927

Operating Contingency .....	108,407
<b>Total .....</b>	<b>\$ 948,255</b>

**Sewer Fund**

Personnel Services .....	\$ 303,726
Materials & Services .....	284,587
Capital Outlay.....	126,300
Debt Service .....	334,284
Transfers .....	12,480
Operating Contingency .....	98,052
<b>Total .....</b>	<b>\$ 1,159,429</b>

**Street SDC Fund**

Materials & Services .....	\$ 250,000
<b>Total .....</b>	<b>\$ 250,000</b>

**Sewer SDC Fund**

Capital Outlay.....	\$ 325,400
Debt Service .....	76,810
<b>Total .....</b>	<b>\$ 402,210</b>

**Water SDC Fund**

Materials & Services .....	\$ 12,500
Capital Outlay.....	1,021,656
<b>Total .....</b>	<b>\$ 1,034,156</b>

**Park SDC Fund**

Capital Outlay.....	\$ 106,875
<b>Total .....</b>	<b>\$ 106,875</b>

**Parking District Fund**

Capital Outlay.....	\$ 35,000
<b>Total .....</b>	<b>\$ 35,000</b>

**City Hall Debt Service Fund**

Debt Service .....	\$ 54,665
<b>Total .....</b>	<b>\$ 54,665</b>

<b>Total Appropriations, All Funds.....</b>	<b>\$ 7,899,867</b>
<b>Total Unappropriated Reserve amounts, All Funds</b>	<b>8,428,543</b>

**TOTAL ADOPTED BUDGET.....** **\$ 16,328,410\***

(\*amounts with asterisks must match)

**IMPOSING THE TAX**

**BE IT RESOLVED** that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within City limits for tax year 2019-2020:

At the rate of \$2.6417 per \$1,000 of assessed value for permanent rate tax.

**CATEGORIZING THE TAX**

**BE IT RESOLVED** that the taxes imposed are hereby categorized for purposes of Article XI section 11b as:

**Subject to the General Government Limitation**  
Permanent Rate Tax \$2.6417 per \$1,000

**FILING THE BUDGET**

**BE IT RESOLVED** that the City Council of the City of Sisters hereby directs staff to file the fiscal year 2019-2020 budget with the Deschutes County Clerk.

The above resolution statements were approved and declared adopted on this 22nd day of May 2019.

\_\_\_\_\_  
Charles Ryan, Mayor

\_\_\_\_\_  
Richard Esterman, Councilor

\_\_\_\_\_  
Michael Preedin, Councilor

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

\_\_\_\_\_  
Andrea Blum, Councilor

**ATTEST:**

\_\_\_\_\_  
Kerry Prosser, City Recorder

**RESOLUTION NO. 2019-09**

**A RESOLUTION DECLARING THE CITY'S ELECTION  
TO RECEIVE STATE REVENUES**

The City of Sisters resolves as follows:

Section 1. Pursuant to ORS 221.770, the City of Sisters hereby elects to receive state revenues for fiscal year 2019-20.

Adopted by the Common Council and approved by the Mayor this 22<sup>nd</sup> day of May, 2019.

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Chuck Ryan, Mayor

ATTEST:

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Kerry Prosser, City Recorder

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I certify that a public hearing before the Budget Committee was held on May 7, 2019 and a public hearing before the City Council was held on May 22, 2019 giving citizens an opportunity to comment on use of State Revenue Sharing.

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Kerry Prosser, City Recorder

**RESOLUTION NO. 2019-10**

**A RESOLUTION AMENDING THE PAY PLAN CLASSIFICATION  
FOR THE CITY OF SISTERS**

WHEREAS, the City of Sisters elects the following:

SECTION ONE: All conflicting policies and resolutions are hereby repealed.

SECTION TWO: The following schedule sets forth the increment Pay Plan steps for classified positions of the City of Sisters employees.

	Grade	STEPS														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
CITY MANAGER	33	37.79	38.93	40.09	41.30	42.53	43.81	45.12	46.47	47.87	49.31	50.79	52.32	53.88	55.50	57.17
PUBLIC WORKS DIR	30	32.02	32.98	33.98	35.00	36.04	37.12	38.24	39.39	40.57	41.78	43.03	44.32	45.65	47.02	48.43
CDD DIRECTOR	30	32.02	32.98	33.98	35.00	36.04	37.12	38.24	39.39	40.57	41.78	43.03	44.32	45.65	47.02	48.43
FIN & ADM DIR	30	32.02	32.98	33.98	35.00	36.04	37.12	38.24	39.39	40.57	41.78	43.03	44.32	45.65	47.02	48.43
PRINCIPAL PLANNER	28	29.71	30.60	31.52	32.46	33.44	34.44	35.47	36.54	37.63	38.76	39.92	41.12	42.36	43.63	44.93
PROJECT COORDINATOR	26	26.06	26.84	27.65	28.48	29.33	30.21	31.12	32.05	33.02	34.01	35.03	36.08	37.16	38.27	39.42
MAINTENANCE SUPV	24	22.91	23.61	24.31	25.04	25.79	26.56	27.36	28.18	29.03	29.89	30.79	31.72	32.67	33.65	34.66
CITY RECORDER	22	20.58	21.20	21.84	22.49	23.17	23.86	24.58	25.31	26.07	26.86	27.66	28.49	29.35	30.23	31.13
PLANNING TECH II	21	19.61	20.19	20.79	21.42	22.06	22.73	23.41	24.11	24.83	25.58	26.34	27.13	27.95	28.79	29.65
PW OPS COORD	20	18.74	19.30	19.89	20.47	21.10	21.73	22.37	23.05	23.73	24.45	25.18	25.94	26.72	27.52	28.35
UT TECH II	20	18.74	19.30	19.89	20.47	21.10	21.73	22.37	23.05	23.73	24.45	25.18	25.94	26.72	27.52	28.35
ACCOUNTING TECH	17	16.41	16.91	17.42	17.94	18.48	19.03	19.61	20.19	20.80	21.42	22.07	22.73	23.41	24.11	24.84
UT TECH I	17	16.41	16.91	17.42	17.94	18.48	19.03	19.61	20.19	20.80	21.42	22.07	22.73	23.41	24.11	24.84
ADMINISTRATIVE ASST	16	15.72	16.19	16.68	17.18	17.69	18.22	18.77	19.34	19.91	20.51	21.12	21.76	22.41	23.08	23.78
UT ASSISTANT	12	13.28	13.68	14.09	14.51	14.95	15.39	15.85	16.33	16.82	17.33	17.85	18.38	18.94	19.50	20.09

SECTION THREE: This schedule will be effective as of July 1, 2019.

ADOPTED by the City Council of Sisters and APPROVED by the Mayor this 22<sup>nd</sup> day of May, 2019.

\_\_\_\_\_  
Chuck Ryan, Mayor

Attest:

\_\_\_\_\_  
Kerry Prosser, City Recorder



## Agenda Item Summary

**Meeting Date:** May 22<sup>nd</sup>, 2019

**Staff:** Cory Misley

**Type:** Regular Meeting

**Dept:** CMO

**Subject:** Sisters Recycle Center Operating Agreement

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**Action Requested:** Formal Motion and Approval of the Sisters Recycle Center Operating Agreement with Allied Waste Transfer Services of Oregon d/b/a Republic Services.

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### Summary Points:

- In 2013, the City entered into 5-year Operating Agreement for the Sisters Recycle Center with High Country Disposal (HCD) and Deschutes County. Staff worked on an update in early 2019 in conjunction with HCD and the County. Some of the key changes include a new legal template, the County increasing their annual contribution to HCD in support of recycling from \$25,000 to \$40,000, and removing the County from the Operating Agreement.
- Staff was ready to bring this for approval to Council in March just as we learned that HCD had been sold to Republic Services. Over the last couple of months, priority shifted to the Consent to Assignment Agreement (transferring the solid waste franchise from HCD to Republic) that Council approved on March 27<sup>th</sup>. We have subsequently met with Republic and strategized on a couple of items in the near future – the Operating Agreement and the existing Land Lease with HCD.
- This Operating Agreement is mostly consistent with the previous version. Another key change is that the term is through June 30<sup>th</sup>, 2020. We would like to discuss the long-term future of the Recycle Center with Republic and the County, and anticipate doing so during the next year during the term of this agreement. Council will be kept aware of those discussions and ultimately decide when the time comes.

**Recommendation:** Approval of the Sisters Recycle Center Operating Agreement.

## SISTERS RECYCLE CENTER – OPERATING AGREEMENT

This Sisters Recycle Center – Operating Agreement (this “Agreement”) is dated May 22, 2019, but made effective for all purposes as of the Effective Date (as defined below), between City of Sisters (“City”), an Oregon municipal corporation, whose address is 520 E Cascade Avenue, Sisters, Oregon 97759, and Allied Waste Transfer Services of Oregon, LLC (“Allied”), an Oregon limited liability company d/b/a Republic Services of Oregon, whose address is 18500 North Allied Way, Phoenix, Arizona 85054.

### RECITALS:

- A. City owns the real property (and all improvements located thereon) located at 328 W. Sisters Park Drive, Sisters, Oregon 97759 (the “Premises”). City operates a recycling facility at the Premises (the “Center”) for use by City residents and surrounding communities. The Center is intended to contribute toward established waste diversion goals for the waste shed.
- B. Pursuant to that certain Consent to Assignment Agreement dated March 27, 2019 between City, Allied, and High Country Enterprises, LLC (“HCD”), City consented to Allied’s assumption of the Franchise Agreement (as defined below). Allied provides solid waste and recyclable collection and hauling within City’s incorporated limits pursuant to the Franchise Agreement. For purposes of this Agreement, the term “Franchise Agreement” means, collectively, City Ordinance No. 381 and the Solid Waste Franchise Agreement dated September 26, 2008, as amended by that certain Solid Waste Franchise Agreement dated June 26, 2014 between City and HCD.
- C. On or about March 5, 2013, City, Deschutes County, and HCD entered into a certain Sisters Recycle Center Operating Agreement concerning the parties’ respective obligations arising out of the operation of the Center (the “Original Agreement”). The Original Agreement expired on June 30, 2018. City and Allied desire to enter into this Agreement to describe the parties’ respective obligations for the continued operation of the Center.

### AGREEMENT:

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

- City Obligations. Except on scheduled holidays and in cases of emergency (as determined by City), City intends to operate the Center for public use (recycling purposes) from approximately 7:00 a.m. to 4:30 p.m. daily (including weekends), subject to the terms and conditions contained in this Agreement. During the term of this Agreement, City will perform the following duties concerning the Center’s operation: (a) inspect the Premises on a daily basis and in a manner consistent with inspections of other City property; (b) perform any maintenance to the Premises (including signage, perimeter fencing, and gates located on the Premises) as City determines necessary to maintain the Center in a clean, safe, and secure manner and to permit Allied’s recycling vehicles access to the Center for purposes of performing the Allied Services (as defined below); (d) perform any updates, repairs, and/or maintenance, as City determines necessary, to City’s equipment located at the Center to address safety and/or access concerns; and (e) notify Allied of any full Allied receptacles, bins, and/or containers at the Center. City will encourage, through City’s selected means, Center users to limit dumping solid waste

and/or garbage at the Center to incidental trash from incoming recyclables (e.g., plastic bags used to carry recyclables).

2. Allied Obligations.

2.1 Allied Services. During the term of this Agreement, Allied will perform the following services concerning the Center's operation (collectively, the "Allied Services"): (a) provide adequate collection receptacles, bins, containers, and personnel to perform Allied's obligations under this Agreement; (b) not less than twice per week, properly collect, remove, and dispose of all recycling from each full receptacles, bins, and/or containers at the Center; and (c) within twenty-four (24) hours of receiving notice from City under Section 1(e) of this Agreement, properly collect, remove, and dispose of all recycling and recyclables from each full receptacle identified by City. Allied will handle and transport all collection receptacles, enclosures, and related equipment and recycling in a manner consistent with, and subject to, the Franchise Agreement and Laws (as defined below).

2.2 Access; Damage; Security. Allied will access the Premises solely for purposes of providing the Allied Services and for no other purpose. Nothing contained in this Agreement will be construed to convey any property rights, interests, and/or privileges upon Allied. Notwithstanding anything contained in this Agreement to the contrary, Allied will be liable for all damage, destruction, injury, and/or cleanup costs resulting from and/or arising out of Allied's performance of the Allied Services and/or use of the Center. Allied will promptly complete any repairs and/or remediation required under this Agreement and will restore any damaged Premises to its original condition or otherwise to City's satisfaction. City will not be liable for any loss and/or damage to Allied's property due to theft, vandalism, and/or any other causes, including forces of nature. Allied is responsible for providing such security, including, without limitation, video surveillance, as City determines necessary and appropriate to monitor the Center and minimize unauthorized use and/or dumping at the Center. During the term of this Agreement, Allied may use and access City's video security equipment located at the Center as of the Effective Date for purposes of reporting any unauthorized use and/or dumping at the Center to the appropriate law enforcement agency.

3. Public Outreach. The parties agree to encourage and promote the use of the Center and curbside recycling by City businesses and residents. Each party will promote recycling (including curbside recycling) and proper use of the Center through such means as the party deems reasonable, including, without limitation, through public relations, educational guides and/or brochures on recyclable materials, and information on the party's website. Allied will encourage businesses located outside City to use the Northwest Transfer Station.

4. Coordination; Relationship; No Reimbursement. City and Allied will maintain adequate levels of communication to ensure maximum cooperation and coordination between the parties. City and Allied will make a good faith effort to confer and coordinate with each other concerning this Agreement. City and Allied are legal independent entities. City is not an employee or agent of Allied and Allied is not an employee or agent of City. Subject to the terms and conditions contained in this Agreement, City will be free from Allied's direction and control over City's operations. This Agreement does not create an agency relationship between the parties, and does not establish a joint venture or partnership between City and Allied. All recyclables deposited in Allied bins, containers, and receptacles at the Center are the property and responsibility of Allied. Notwithstanding anything contained in this Agreement to the contrary, City will not pay Allied any compensation for Allied's performance of its obligations arising out

of this Agreement; Allied will be responsible for recovering from Deschutes County Allied's costs and expenses incurred to perform the Allied Services.

5. Insurance; Laws; Indemnification.

5.1 Insurance; Laws. Each party will obtain and maintain insurance policies that provide adequate coverage for all risks to which the party is normally exposed. Allied will comply with and perform the Allied Services in accordance with the Laws and the Franchise Agreement (as applicable). Without otherwise limiting the generality of the immediately preceding sentence, Allied will comply with each obligation applicable to Allied and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Allied, this Agreement, the Franchise Agreement, and/or the Allied Services, including, without limitation, all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

5.2 Indemnification. Subject to the Oregon Tort Claims Act, Oregon Constitution, and applicable laws (each in the case of City), each party will defend, indemnify, and hold the other party and the other party's present and future officers, employees, agents, contractors, and/or authorized representatives, harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorney fees and costs, resulting from or arising out of the party's breach and/or failure to perform such party's representations, warranties, covenants, and/or obligations contained in this Agreement. The parties' indemnification obligations provided in this Section 5.2 will survive the earlier termination or expiration of this Agreement.

6. Term; Termination. 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 until June 30, 2020, unless sooner terminated as provided under this Agreement. This Agreement may be extended by the parties' mutual written agreement. This Agreement may be terminated (a) at any time by the mutual written agreement of City and Allied, and/or (b) by City or Allied for convenience and without cause by providing the other party thirty (30) days' prior written notice of such termination. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Allied if Allied breaches and/or otherwise fails to perform any Allied representation, warranty, covenant, and/or obligation contained in this Agreement and/or the Franchise Agreement.

7. Miscellaneous.

7.1 Severability; Remedies. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, 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 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.

7.2 Notices; Entire Agreement; Assignment; Binding Effect. Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by facsimile or email transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, certified, return receipt requested, postage prepaid, 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 delivered on the next following business day. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. Neither party may assign any of the party's rights and/or obligations under this Agreement to any person without the prior written consent of the other party. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, executors, administrators, successors, and permitted assigns and will inure to their benefit. This Agreement may be signed in counterparts. This Agreement will be deemed binding and effective for all purposes as of the date this Agreement is fully executed by the parties (the "Effective Date").

7.3 Applicable Law; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement 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. With respect to any dispute between the parties concerning this Agreement, if any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of 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 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, 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 undersigned have caused this Agreement to be binding and effective for all purposes as of the Effective Date.

CITY:  
City of Sisters,  
an Oregon municipal corporation

ALLIED:  
Allied Waste Transfer Services of Oregon, LLC,  
an Oregon limited liability company d/b/a  
Republic Services of Oregon

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By: Chuck Ryan, Mayor

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By:  
Its: