



CITY COUNCIL **Agenda**

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

Wednesday, April 22, 2020

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

The meeting will be a teleconference style meeting, with only limited City staff at City Hall to facilitate the meeting. City officials strongly encourage all citizens who are able to use the phone number provided to listen to the meeting from home. The audio recording of the meeting will be posted to the City website the day following the meeting.

Please use the following phone number to listen to the meeting:

1-844-802-5555 Access Code: **399434**

5:30 P.M WORKSHOP

1. Review Right-of-Way Utility Licensing Draft Ordinance-*C. Misley*
2. Review Enterprise Zone Re-designation-*Caprielle Lewis*
3. Discussion of Central Oregon Intergovernmental Council FY 2020/21 Agreement for Sisters Country Vision Implementation-*C. Misley*
4. 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- There will be no verbal Visitor Communication.

Written communication can be submitted for the record to kprosser@ci.sisters.or.us or dropped in the utility mail drop by 3:00 pm on Wednesday, April 22, 2020.

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 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. March 11, 2020-Joint Meeting

2. April 08, 2020 -Regular Meeting
3. April 08, 2020- Workshop

B. Bills to Approve

1. April 17, 2020- Accounts Payable

C. Appoint Dave Moyer, Marcus Peck and Patrick Burke to the Urban Forestry Board for three-year terms.

D. Approve a Public Transportation Services Agreement between Central Oregon Intergovernmental Council and the City of Sisters and Authorize the City Manager to Execute the Agreement.

E. Approve Agreement 33559 between the Oregon Department of Transportation and the City of Sisters for Public Transportation Services and Authorize the City Manager to Execute the Agreement.

VI COUNCIL BUSINESS

A. Review Habitat for Humanity Affordable Housing Grant Application-*C. Misley*

VII OTHER BUSINESS

- A. Quarterly Financial Review- *J. O'Neill*
- B. Staff Comments

VIII MAYOR/COUNCILOR BUSINESS

IX ADJOURN

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

Council Work Session Memorandum

To: Sisters City Council

From: City Attorney's Office, Jeremy M. Green and Alan Dale, Bryant, Lovlien & Jarvis, P.C.

Date: April 22, 2020

Re: Draft Utility Right-of-Way Licensing Ordinance

This evening's work session is held to discuss the City of Sisters ("City") draft utility right-of-way licensing ordinance (the "ordinance") and certain provisions contained therein. This memorandum provides a brief overview and summary of the ordinance to assist our discussion. This memorandum is not, however, intended to be an exhaustive discussion of the ordinance and/or provisions contained therein.

1. Background; Franchise Agreements.

1.1 Use of City's right-of-way is increasing due to advancements in technology, changes in federal and state law, and increased demand for services from residents, businesses, educational institutions, governmental offices, and other public and private institutions. The right-of-way is one of City's most valuable assets.

1.2 As you are aware, City often regulates a utility's use of the right-of-way through a franchise agreement. Franchise agreements (and the provisions contained therein) vary, which often results in a lack of uniformity and consistency. Also, franchise agreements must be renegotiated periodically, which renegotiation process costs time and money.

1.3 In response to these challenges, many cities in Oregon have adopted utility right-of-way licensing ordinances designed to replace and/or supplement individual franchise agreements.

2. Authority; Purpose.

2.1 City may adopt the ordinance pursuant to City's home rule authority. Unlike a franchise agreement, City may adopt the ordinance without utility acceptance.

2.2 The ordinance furthers City's control of the right-of-way by, among other things, (a) requiring utilities (i.e., utilities desiring to operate in the right-of-way) to obtain a license and pay the applicable license fee, and (b) ensuring uniform and consistent use of the right-of-way.

3. Ordinance Summary. The ordinance contains provisions similar to those included in franchise agreements (e.g., requirements for the location, relocation, and construction of facilities). The following is a brief overview of certain provisions contained the ordinance:

3.1 A utility desiring to operate in the right-of-way must apply for a license under the ordinance. A license grants the utility permission to use and occupy the right-of-way in accordance with the ordinance for a specified term. Provisions contained in the ordinance concern, among other things, the following: (a) license application and review procedures (Sections 7 and 8); (b) license amendment,

renewal, and transfer restrictions (Section 12); (c) location, construction, relocation, and removal of utility facilities (Sections 14 and 15); and (d) other general regulatory matters such as indemnity, insurance, and enforcement (Sections 18 and 19.4).

3.2 The license fee amounts are set by council resolution. Typically, the license fee equals a percentage of gross revenues from utility operations within the city (comparable to franchise fees). To lessen the impact on existing franchisees of any increased license fee amount, Council may consider “phasing-in” the license fee. Council also establishes a privilege tax rate for those utilities operating in City without a license for a specified time-period (e.g., 30 days). In addition to the privilege tax, utilities operating without a license are subject to fines and penalties under the ordinance.

3.3 All utilities, even those operating under existing franchise agreements, must obtain a license and pay the license fee. However, a franchisee will be granted an “offset” against the license fee for amounts paid under an existing franchise.

3.4 As franchises expire, all utilities operating in City will be required to operate pursuant to the provisions of the ordinance. This furthers City’s interest and goal of managing City’s right-of-way in an effective, efficient, fair, and uniform manner.

**CITY OF SISTERS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF SISTERS ESTABLISHING A UTILITY LICENSE FOR UTILITY PROVIDERS LOCATED WITHIN THE CITY'S PUBLIC RIGHT-OF-WAY; REQUIRING UTILITIES TO APPLY FOR AND OBTAIN A LICENSE FROM THE CITY; AND ESTABLISHING RATES FOR LICENSEES.

WHEREAS, City of Sisters ("City") has all the powers that the constitutions, statutes, and common law of the United States and Oregon expressly or impliedly grant or allow City; and

WHEREAS, City has jurisdiction and exercises regulatory management over all right-of-way within City under authority of the City of Sisters Charter and state law; and

WHEREAS, City has typically granted individually negotiated franchises to each utility using City's right-of-way to provide utility service, which franchises set forth the terms of use and compensation to be paid for such use; and

WHEREAS, City has determined that it can more effectively, efficiently, fairly and uniformly manage City's right-of-way and provide consistent standards for utility use of the right-of-way through licenses rather than franchises; and

WHEREAS, City finds it is in the public interest to establish a utility license for all utility providers located in City.

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

1. Findings. The above-stated findings are hereby adopted.
2. Title. This Ordinance No. _____ (this "Ordinance") may be referred to as the "Utility Licensing Ordinance."
3. Purpose. The purpose of this Ordinance include, without limitation, the following: (a) permitting and managing reasonable access to City right-of-way for utility purposes and conserving the limited physical capacity of the right-of-way held in trust by City; (b) ensuring that City is fully compensated for its current and ongoing costs of granting and regulating access to and the use of the right-of-way; (c) ensuring that all utility companies, persons, and other entities owning and/or operating facilities and/or providing utility service within City operate in a uniform and consistent manner subject to and in accordance with all applicable City ordinances, rules, and regulations, including, without limitation, this Ordinance; (d) ensuring that City can continue to fairly and responsibly protect the public health, safety, and welfare of its citizens; and (e) encouraging the provision of advanced and competitive utility service on the widest possible basis to businesses and residents of City on a nondiscriminatory basis.
4. Definitions. Unless defined elsewhere in this Ordinance, terms and phrases contained in this Ordinance have the meanings assigned to them below:

"Aboveground facilities" means utility poles and other facilities above the surface of the ground and includes, without limitation, the underground supports and foundations for such facilities.

“Accounting statement” means the sworn statement filed with City pursuant to Section 10.4 describing the total gross revenues that the licensee received during the immediately preceding quarter.

“ADA” means the Americans with Disabilities Act of 1990 (“ADA”) and any regulations of any administrative agency thereof.

“Applicant(s)” means the person applying for a license to use the right-of-way within City pursuant to this Ordinance.

“Cable service” means the one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction if any, which is required for the selection or use of such video programming or other programming service.

“City” has the meaning assigned to such term in the recitals.

“Council” means the Sisters City Council.

“City property” means all real property owned or controlled by City except right-of-way and all property held in a proprietary capacity by City. For purpose of this Ordinance, “City property” includes, without limitation, City parks, open spaces, trails, paths, access ways, parking lots, and public buildings and access easements, driveways, or access ways located upon such property; City-owned street lights and street light poles will be considered City property.

“Conduit” means any structure, or section thereof, containing one or more ducts, conduits, manholes, handholes, bolts, or other facilities used for any telegraph, telephone, cable service, electrical, or communications conductors, or cable right-of-way, owned or controlled, in whole or in part, by one or more utilities.

“Construction work” means any construction activity in, on, over, and/or under any right-of-way, including, without limitation, any excavation, demolition, installation, maintenance, improvement, repair, replacement, extension, and/or relocation work concerning a facility.

“Days” means calendar days unless otherwise specified.

“Duct” means a single enclosed raceway for conductors or cable.

“Facilities” means the plant, equipment and property, including, without limitation, the poles, pipes, mains, apparatus, amplifiers, appliances, conduits, ducts, guys, anchors, cable, wires, wireless communication devices, and/or other plant and equipment located under, on, or above the surface of the ground within the right-of-way of City and used or to be used for the purpose of transmitting or otherwise providing services in City, including, without limitation, telecommunication services.

“Franchise” means an ordinance or agreement between City and a franchisee which grants a privilege to use right-of-way within City for a dedicated purpose and for specific compensation.

“Gross revenue(s)” means all revenues a utility receives directly or indirectly from the utility’s operations and/or gross revenues derived from the provision of services within City, less net

uncollectibles, including, without limitation, revenues from the use, rental, and/or lease of any facilities; provided, however, the term “gross revenues” does not include revenue paid directly by the United States of America (or any of its agencies) and/or revenues received directly by a licensee for the licensee’s provision of internet access services when prohibited under applicable law. For purposes of this Ordinance, revenue from joint pole use includes any revenue collected by a utility from other utilities, franchises, permittees, and/or licensees of the utility for the right to attach wires, cables, and/or other facilities or equipment to the utility’s poles or place them in, on, and/or attached to the utility’s facilities.

“Internet access service(s)” means a service that enables users to access content, information, electronic mail, and/or other services offered over the internet and may include access to proprietary content, information, and/or other services as part of a package of services offered to consumers.

“Law(s)” means all applicable federal, state, county, and/or local laws, rules, regulations, codes, and ordinances, including, without limitation, the ADA, and all regulations of any administrative agency thereof, the Sisters Development Code, all as heretofore or hereafter adopted, promulgated, and/or established from time to time.

“License(s)” means the permission granted, on a non-exclusive basis, by City under this Ordinance to the licensee to use right-of-way within City for a specified and dedicated purpose.

“Licensee(s)” includes any person that operates a utility and locates any facilities in the right-of-way pursuant to a license issued by City in accordance with this Ordinance.

“License fee(s)” means the license fees described under Section 10 of this Ordinance.

“Manager” means City’s city manager (or his or her designee).

“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.

“Private telecommunications network” means a system, including the construction, maintenance, or operation of the system, for the provision of a service or any portion of a service, by a person for the exclusive use of that person and not for resale, directly or indirectly. For purposes of this Ordinance, "private telecommunications network" includes services provided by the State of Oregon pursuant to ORS 190.240 and ORS 283.140.

“Public utility easement(s)” means an easement conveyed, granted, or dedicated to City or the public and acquired, established, dedicated, or devoted to utility purposes, whether designated as a public easement, utility easement, general utility easement, public utility easement, or similar term. For purposes of this Ordinance, "public utility easement" does not include an easement solely for the construction, reconstruction, operation, maintenance, inspection and repair of City facilities, or where the proposed use by the utility operator is inconsistent with the terms of any easement granted to City.

“Right-of-way(s)” means the space in, upon, above, along, across, over and/or under the public streets, roads, alleys, avenues, thoroughfares, highways, paths, trails, sidewalks, bicycle lanes, public utility easements, grounds, and all other public ways or areas located within City which are owned

and/or controlled by City, including the subsurface under and air space over these areas, but not including City property not generally open to the public for travel purposes.

“Right-of-way permitting ordinance” means City Ordinance No. _____, as amended.

“State” means the State of Oregon.

“Telecommunications” means the transmission between and among points specified by the user, of information of the user's choosing, without change in the content of the information as sent and received.

“Telecommunications carrier” means any provider of telecommunications services including, without limitation, every person that directly or indirectly owns, controls, operates, uses, or manages telecommunications facilities within City and also includes a telecommunications utility.

“Telecommunications facility(ies)” means the plant and equipment, other than customer premises equipment, used by a telecommunications carrier to provide telecommunications services. “Telecommunication facility(ies)” includes conduits, duct, and/or aboveground facilities, underground facilities, and items identified in the definition of facilities contained herein to the extent such items are used for providing telecommunication services.

“Telecommunications service” means two-way switched access and transport of voice, video, and/or data communications, including, without limitation, local exchange service, long distance telephone service, and internet access. Telecommunications service does not include the following: (a) services provided by radio common carrier; (b) one-way transmission of television signals; (c) surveying; (d) private telecommunications networks; and/or (e) communications of the customer which take place on the customer side of on-premises equipment.

“Telecommunications utility” has the meaning assigned to such term under ORS 759.005(9)(a).

“Temporary adjustment” refers to whenever it becomes necessary to temporarily rearrange, remove, lower, and/or raise any utility’s aerial cables, wires, and/or other apparatus to permit the passage of any building, machinery, and/or other object moved over any right-of-way.

“Underground facility(ies)” means facilities located under the surface of the ground, excluding the underground foundations or supports for aboveground facilities.

“Utility(ies)” means any person, or its lessees or trustees of record that owns, operates, manages and/or controls all or a part of any facility in City for the production, transmission, delivery, conveyance or function of gas, heat, steam, light, wastewater, stormwater, water, power, electricity, cable service, communication, data transmission, and/or telecommunication service.

“Utility service” or “service” means the provision, by means of facilities located within, under, or and/above the right-of-way, whether or not such facilities are owned by the service provider, of electricity, natural gas, telecommunications services, cable services, water, sewer, and/or transportation utility to or from customers within the corporate boundaries of City, and/or the transmission of any of the aforementioned services through City whether or not customers within City are served by those transmissions.

5. Utility License Required. No person operating a utility within City may construct, place, erect, lay, maintain, and/or operate in, on, under, and over any facility in, upon, over, and/or under right-of-way without first applying for and obtaining a license and paying the prescribed fee in accordance with this Ordinance. Operating a utility includes, without limitation, (a) placing facilities in the right-of-way, (b) using facilities owned or operated by other utilities, and/or (c) attaching or locating facilities to, on, upon, or within the facilities of another. Without otherwise limiting the generality of the preceding, no person may operate a private telecommunications network, or any portion thereof in the right-of-way without first applying for and obtaining a license and paying the prescribed license fee. No person with actual, present supervisory control of any utility for which a license is required under this Ordinance may permit, direct, and/or allow the operation or continuation of such utility in the right-of-way at any time when there is not then in full force and effect a license issued pursuant to and in accordance with the provisions of this Ordinance.

6. Compliance with Laws. No license will be issued to any person concerning any utility that is prohibited by federal, state, and/or local law, regulation, and/or ordinance. Each utility must be operated and comply with all applicable laws. The issuance of a license does not authorize a utility to operate in violation of any applicable law. Issuance of a license by City is not evidence that the applicant and/or utility is in compliance with, or exempt from, any applicable law.

7. Application Requirements. Any person desiring to operate a utility in the right-of-way in City must apply for a license on such forms and in such manner as the manager may then prescribe. The application must be accompanied by the applicable application fee prescribed by resolution of the council. The application must be filed with the manager and, in addition to any other information reasonably requested by the manager, must include, without limitation, the following information:

7.1 The name and address of the applicant, the address(es) where the applicant will have its office(s) within City, and the address of the principal office of the applicant.

7.2 A general description of the utility and the type of facilities that will be located by the applicant in the right-of-way.

7.3 The area(s) of City the applicant desires to place facilities in the right-of-way which may include the entire City, and, if the applicant has not previously served City, a preliminary construction schedule for build-out of the facilities it will locate in the right-of-way.

7.4 Information to establish that the applicant has obtained all other governmental approvals, authorizations, and/or permits to operate in City.

7.5 Whether any local, city, county, state, and/or federal licenses, certificates, registrations, and/or permits are required for the utility (and the identification of such licenses, certificates, registrations, and/or permits).

7.6 If the applicant is a foreign person or a non-resident of the State of Oregon and no permanent office location is proposed to be created in City, the applicant must appoint a local person, acceptable to the manager, as an agent for accepting service of process, notice, and/or demand. The applicant must submit with the application the agent's consent to acceptance of service of process, notice, and/or demand.

7.7 The date of the application and the amount of money tendered with the application.

7.8 Any other information that the manager deems necessary or appropriate to enable City to review the application and determine whether the applicant qualifies for the issuance of a license.

8. Review; Determination by City.

8.1 An application for a license required by this Ordinance will be reviewed by the manager. The manager is authorized to make an investigation into the applicant utility, review the application, and conduct whatever investigation the manager deems necessary or appropriate to determine whether the application is complete, the statements made therein are true and accurate, and whether the utility complies with this Ordinance.

8.2 After completion of the manager's review of the application (and the manager's receipt of reports from all persons and departments designated by the manager to review the application), the manager will determine whether the applicant qualifies for the issuance of a license. If the applicant qualifies for a license, the manager will issue the license to the applicant.

8.3 If, on the basis of the review of the application, the manager determines that the applicant does not qualify for a license, the manager will notify the applicant in writing that the application has been denied. The manager may deny the issuance of a license for any of the following nonexclusive reasons: (a) the utility does not or will not comply with applicable law; (b) the utility and/or facility(ies) does or will endanger or damage the health, safety, and/or general welfare of persons or property; (c) the applicant fails to supply the information required, or submits misleading or false information, in connection with the application for the license; (d) insufficient capacity of the right-of-way to accommodate the applicant's proposed facilities; and/or (e) prior to making the application, the utility operated within City while this Ordinance was in effect without a current, valid license (unless an additional amount equal to the license fee for the period during which the utility operated is paid).

8.4 In lieu of the manager's denial of a license, the manager may refer the application to the council for review by filing the application with City's city recorder together with a statement of the findings of any investigation authorized or required by the provisions of this Ordinance. The manager's decision on any given matter will not set any precedent nor bind future decisions of the manager.

9. Rights Granted. A license granted pursuant to this Ordinance will not convey any right, title, and/or interest in the right-of-way, but will be deemed permission to use and occupy the right-of-way for the limited purposes and term, and upon the conditions stated in the license. The person granted the license will have no property interest or other right in the license except as provided by this Ordinance. A license granted pursuant to this Ordinance is not (and will not be construed as) a contract.

10. License Fee; Privilege Tax.

10.1 License Fee; Transmission Line Fee. In consideration of the rights, privileges, and license granted by City under this Ordinance, each licensee will pay a license fee in accordance with

this Ordinance and in an amount set by council resolution from time to time. If a licensee only owns or operates within City one or more transmission lines that use right-of-way and such line or lines' primary purpose is to serve customers outside City, then the licensee will not pay a license fee under required herein, but will instead pay a transmission line license fee in an amount or calculated by a method determined by council resolution. Notwithstanding anything contained in this Ordinance to the contrary, City may modify the license fee (and the transmission line license fee) payable under this Ordinance from time to time, subject to applicable laws. The license fee will be effective and payable commencing on _____, 2020.

10.2 License Fee Amounts.

(a) The license fee for utilities, including, without limitation, general communications, gas (including natural, manufactured, renewable, and/or mixed gases), electric, municipal, public utility district(s), special district(s), and telecommunication utilities and telecommunications carriers, will be a percentage of the gross revenue collected by the licensee concerning utility operations within City, or such other method as determined by the council.

(b) Unless City adopts a volumetric rate, gross revenues for an electric utility will include electricity provided by the electric utility or an electricity service provider if bills are consolidated as provided by ORS Chapter 757 related to direct access regulation. City may elect to establish a volumetric rate as provided by state law for electric distribution utilities.

(c) Gross revenues of a telecommunication carrier that provides telecommunication services using facilities owned or operated by other utilities may be reduced by the amount paid for the use of such facilities if the utility that owns or operates the facilities report the amount paid to them for such use as gross revenue as required by this section.

(d) **[To discuss with City – small cell regulations]**

10.3 Privilege Tax. Any utility that operates without a license for a period of thirty (30) days or more within City and uses right-of-way in City for any purpose other than travel will pay a privilege tax in an amount set by council resolution from time to time. For purposes of this Section 10.3, utility includes, without limitation, an electricity service supplier using the facilities of an electric utility that does not consolidate bills with the electric utility pursuant to Section 10.2(b). To the extent that separate fees are charged for use of the right-of-way, including, without limitation, license applications, street opening, construction, inspection, and/or maintenance of fixtures or facilities, pursuant to ORS 221.515(3), as amended, such fees will be paid by telecommunication utilities but may be deducted from the privilege tax. In lieu of requiring payment of fees by telecommunication utilities, City may waive or establish a system of internal transfers of revenues for such fees. Notwithstanding anything contained in this Ordinance to the contrary, a utility's payment of the privilege tax does not operate to waive and/or release the utility from the obligation to perform and comply with the provisions of this Ordinance; the utility is obligated to perform and comply with all provisions contained in this Ordinance to the extent required of a licensee, including, without limitation, those licensee obligations provided under Sections 11 through 17 of this Ordinance. The privilege tax will be effective and payable commencing on _____, 2020.

10.4 Payment of Fees; Late Payment. License fees and privilege taxes will be due and payable in quarterly installments, which quarterly installment will be due on or before the last day of the

month immediately following the end of each calendar year quarter. Contemporaneously with each quarterly payment, each utility will file with City a sworn statement describing the total gross revenues that the utility received during the immediately preceding quarter. City's acceptance of any payments under this Section 10.4 will not constitute a waiver by City of any violation under this Ordinance. A utility operating without a license that commences operations during a quarter will make the initial payment on or before the payment date following the quarter during which operations are commenced. In the event of a termination of operations, the final payment will be made on or before the forty-fifth (45th) day following the date of such termination. If the license fee or privilege tax is not paid to City on or before the date due, a late payment charge will be owed from the due date to the date on which City receives payment, compounded monthly. The late payment charge will be due at the same time that the utility makes the delinquent payment to City. Payment of fees required by this Section 10 will be in addition to any application fee, and any other fees required by this Ordinance. If any person operates without a license as required by this Ordinance, operates during a period of suspension after licensee has exhausted all due process rights, and/or materially under reports the license fee or privilege tax which is due, such person will be liable for an additional penalty, computed at two percent of the gross revenues received during the applicable period, which will be paid in addition to the applicable license fee or privilege tax.

10.5 Inspection of Books and Records. Upon ten (10) days' advance written notice to a utility, City may review such utility books, records, documentation, and/or information, including, without limitation, all maps, diagrams, plans, and other documents, maintained by the utility that describe and/or locate facilities within the right-of-way, that City reasonably determines necessary or appropriate to audit an accounting statement and/or ascertain a utility's compliance with this Ordinance. Each utility will cooperate with City in conducting any inspection and/or audit and will correct any discrepancies affecting City's interest in a prompt and efficient manner. City will bear the cost of any audit provided no irregularities are found (if City discovers any irregularities, the licensee will bear the cost of City's audit). Each utility will keep all its books, records, documentation, and/or information at its Sisters, Oregon office. If a utility provides any books, records, and/or information to City that the utility reasonably believes to be confidential or proprietary, and the utility clearly and specifically identifies such books, records, and/or information as confidential or proprietary upon initial submission to City, City will take reasonable steps to protect the confidentiality of such books, records, and/or information subject to City's obligations under Oregon's Public Records Law (ORS 192.311-192.431). City will not be required to incur any costs to protect any confidential or proprietary books, records, and/or information, other than City's routine internal procedures for complying with Oregon's Public Records Law.

10.6 Multiple Licenses; Other Utilities; Costs. A utility that provides more than one type of utility service will pay a license fee on each type of utility service as provided in this Ordinance. Issuance of a license to occupy right-of-way for the new type of utility service will be subject to the provisions of this Ordinance. If a utility is not specifically listed herein and/or in a resolution adopted by council establishing the license fee amount and/or privilege tax amount, the manager will determine the most appropriate category and the utility will pay that license fee. Each licensee will, within thirty (30) days after written demand, reimburse City for all reasonable costs and expenses, including, without limitation, reasonable attorney fees, incurred by City in connection with any modification, amendment, renewal, transfer, termination, revocation, and/or lesser sanction of the license consistent with applicable state, federal, and local laws, rules, regulations, and/or ordinances.

10.7 Compensation for City Property. If any right is granted by lease, permit, or other manner, to use and/or occupy City property for the installation and operation of facilities, the compensation to be paid for such right and use will be fixed by City. Such compensation for the use of City property will be in addition to the license fee or privilege tax for use of the right-of-way unless the use of City property.

10.8 Deductions. Subject to the provisions of this Ordinance, City will apply any franchise fee amounts paid by a utility under an existing and then effective franchise granted by City to the utility for use of right-of-way against the license fee amounts paid or payable under this Ordinance for the subject utility service, including, without limitation, any amounts paid or payable under Sections 10.1 and 10.3; provided, however, in no event will an offset result in an amount paid or payable under this Ordinance less than zero dollars (\$0.00). A licensee may not deduct amounts paid to City for interest charges, fines, and/or penalties. This Section 10.8 will not relieve any utility from paying in accordance with the provisions of a franchise, temporary revocable permit, and/or ordinance when the amount to be paid thereunder exceeds the amount of the utility license fee required under this Ordinance.

11. General License Terms.

11.1 Term and Location of License. Unless otherwise specified in a license, a license granted pursuant to this Ordinance will be in effect until June 30 of the year which is ten years from the issuance of the license. Unless otherwise specified in a license, a license will be for the entire City and the right-of-way necessary to serve the entire City.

11.2 Additional Terms; Existing Franchise Agreements. The manager may, in the manager's sole discretion, require additional terms and/or conditions in a license to clarify, enhance, expand, waive, and/or vary the provisions of this Ordinance. Additional terms and conditions may conflict with the terms of this Ordinance with the review and approval of the council. Notwithstanding anything contained in this Ordinance to the contrary, this Ordinance will apply to all utilities operating under franchise agreements granted by City. If a conflict between the provisions of this Ordinance and a franchise occurs, the provisions of this Ordinance will control and supersede the conflicting franchise provision. Without otherwise limiting the generality of the immediately preceding sentence, nothing contained in this Ordinance and/or a franchise agreement will relieve a utility of its payment obligations under Section 10.

11.3 Maps. Upon request by City, and in a generally recognized format acceptable to City, each licensee will provide City with an accurate map(s) certifying the horizontal and vertical location, size, and type of material of the licensee's underground facilities within the right-of-way or any portion thereof. The map(s) need not include details of the nature of the facilities. The map(s) will show the horizontal and vertical location of the facilities to the extent such information is available. A licensee will not be required to "pothole" or conduct "vertical locates" to satisfy a mapping request unless reasonably required for the design of a city public improvement project.

12. License Amendment; Renewal; or Transfer.

12.1 Amendment; Renewal. Subject to the provisions of this Ordinance, an application will be required of any licensee that desires to amend and/or renew its existing license. An application will be required of any licensee that desires to occupy right-of-way to provide a type of

utility service that was not included in a franchise or license previously issued by City. Within ninety (90) days after receiving a complete application, City will issue a written determination granting or denying the amended and/or renewal application in whole or in part. If the amended and/or renewal application is denied, the written determination will include the reasons for non-issuance or nonrenewal. City's review and determination will be based on the factors identified in Section 8 of this Ordinance. Unless otherwise provided in the license, the licensee will reimburse City for all direct and indirect fees, costs, and expenses reasonably incurred by City in considering an amended or renewal license. Any application required by this section will include an application fee in an amount set by council resolution. Notwithstanding anything contained in this Ordinance to the contrary, any license (new, amended, renewal, or otherwise) may be issued only if the licensee is in compliance with its existing franchise and/or license.

12.2 Obligation to Cure; Transfer. No license will be amended and/or renewed until all violations of the applicable license, agreement, and/or provision of this Ordinance have been cured to City's satisfaction. No transfer or assignment of any license issued under this Ordinance is permitted and any attempted transfer or assignment will render the license null and void. Upon sale or other transfer of a license holder, the new owner(s) must apply for and obtain a new license and pay the prescribed fees.

13. License Revocation; Appeal.

13.1 Grounds for Suspension; Revocation. The manager may suspend and/or revoke a license for any of the following reasons: (a) construction in the right-of-way without a permit required by City's right-of-way permitting ordinance; (b) construction and/or operation at an unauthorized location in City; (c) failure to comply with the requirements of this Ordinance with respect to amendment, renewal, or transfer of a license; (d) fraud, misrepresentation, and/or false statement(s) contained in the application for a license and/or willful withholding of information or incomplete disclosure concerning any matter required to be furnished in connection with any such application; (e) abandonment of facilities in the right-of-way except as authorized by City; (f) failure to locate, relocate, and/or remove facilities as required by City; (g) failure to pay taxes, compensation, fees, or costs when and as due to City under this Ordinance; (h) a violation of this Ordinance and/or the terms and conditions imposed under a license; and/or (i) noncompliance with any other City ordinances or regulations or violations of federal, state, and/or local laws, rules, regulations, and/or ordinances.

13.2 Notice and Duty to Cure. In the event that the manager determines that grounds exist for revocation of a license, the manager will provide the licensee written notice of the apparent violation or noncompliance. The notice will contain a short and concise statement of the nature and general facts of the violation or noncompliance and provide the licensee a reasonable period of time not exceeding thirty (30) days to furnish evidence that: (a) corrective action has been, or is being, actively and expeditiously pursued to remedy the violation or noncompliance; (b) rebuts the alleged violation or noncompliance; and/or (c) it would be in the public interest to impose some penalty or sanction less than revocation. If the licensee fails to respond to the notice, fails to cure the violation or noncompliance as required by the notice, and/or if the manager determines that the licensee's response is inadequate, the manager may suspend or revoke the license.

13.3 Standards for Revocation or Lesser Sanctions. In determining whether suspension, revocation, and/or a lesser sanction is appropriate, the manager will consider factors, including, without limitation, the nature, circumstances, extent, and/or severity of the violation as

reflected by one or more factors including, without limitation, the following: (a) the misconduct was egregious; (b) substantial harm resulted from the violation; (c) the violation was intentional; (d) there is a history of prior violations of the same or other requirements; (e) there is a history of overall non-compliance; and/or (f) the licensee's cooperation in discovering, admitting, and/or curing the violation. the violation.

13.4 Appeal. A decision to deny, suspend, and/or revoke a license may be appealed by delivering written notice of appeal to the manager within ten (10) days of the notice of denial, suspension, and/or revocation. Failure to file notice of appeal within the aforementioned ten-day appeal period is deemed a waiver of all rights to object to a permit denial, suspension, and/or revocation determination. Unless the manager has declared that immediate danger to the health, safety, and/or general welfare of persons or property exists, the manager's decision to revoke or suspend is stayed pending appeal. The manager will transmit the notice of appeal together with the file of the appealed matter to the council. Upon receipt of the notice and file, the council will fix a time and place for hearing the appeal. The council will give the appellant not less than ten (10) days' prior written notice of the time and place of hearing the appealed matter. The council will hear and determine the appeal on the basis of the written statement and any additional evidence the council considers appropriate or relevant, including any information provided by the manager. At the hearing, the appellant may present testimony and oral argument, personally or through legal counsel, and any additional evidence; provided, however, the rules of evidence as used by courts of law do not apply. The decision of the council is final and conclusive.

14. Facilities Location, Relocation, and Removal.

14.1 Location of Facilities.

For any new construction of facilities concerning or impacting any new construction or development within City, a utility, with permission from City to occupy such right-of-way, will locate its facilities underground; provided, however, a utility will not be required to locate the facilities underground if all other utilities in the subject right-of-way are located aboveground. Whenever facilities and/or utility services are located and/or relocated underground within a particular right-of-way, each utility will relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the right-of-way. Notwithstanding anything contained in this Ordinance to the contrary, (a) a utility will not be permitted to place, erect, lay, maintain, and/or operate its facilities in, upon, over, and/or under any City park, trail, open space, and/or similar areas, and (b) City will have the authority to prescribe which right-of-way will be used by a utility for the facilities, and the location of the facilities within the right-of-way (whether such facilities are newly constructed, replaced, repaired, or otherwise). No person will locate and/or maintain facilities so as to unreasonably interfere with the use of the right-of-way by City, the general public, and/or by other persons authorized to use or be present in or upon the right-of-way. All use of right-of-way will be consistent with the laws, including, without limitation, this Ordinance, and all City codes, ordinances, public works standards, and/or regulations.

14.2 Relocation of Facilities. Except in the case of an emergency, within thirty (30) days after City's request, a utility will, at the utility's cost and expense, remove, relocate, change, and/or alter the position or location of any facilities within the right-of-way whenever City has determined that such removal, relocation, change, and/or alteration is necessary for any of the following reasons: (a) an emergency; (b) the construction, repair, installation, and/or maintenance of any City project or other public work or improvement; (c) the operations of City or other governmental entity in or upon the

right-of-way requires the removal, relocation, change, and/or alteration of the facilities; (d) the removal, relocation, change, and/or alteration is necessary to ensure compliance or conformance with applicable law and/or pursuant to a beautification, streetscape, and/or other City improvement project; and/or (e) public convenience and/or necessity (as determined by City). If any moving and/or relocation work is done for or at the request of a private individual, entity, developer, or development, the costs of such moving or relocation work will be borne by the requesting private individual, entity, developer, or development. Nothing contained in this Ordinance will be construed in any way to prevent City from sewerage, grading, planking, rocking, paving, repairing, altering, and/or improving any right-of-way in and/or upon which facilities are or will be placed; provided, however, all such work and/or improvements will be done if possible so as not to obstruct and/or prevent the use of the facilities. If an emergency occurs, each utility will, at the utility's cost and expense, remove, relocate, change, and/or alter the position or location of any facilities within the right-of-way within seventy-two (72) hours after City's request. City acknowledges that an emergency relocation may result in temporary installation. The term "emergency" means a human created or natural event or circumstance that causes or threatens loss of life, injury to person or property, human suffering, or significant financial loss.

14.3 Moving Aerials. Notwithstanding anything contained in this Ordinance to the contrary, whenever it becomes necessary to temporarily rearrange, remove, lower, and/or raise any utility's aerial cables, wires, and/or other apparatus to permit the passage of any building, machinery, and/or other object moved over any right-of-way, the utility will perform such temporary adjustment within seven days after the utility's receipt of written notice from the owner or contractor-mover desiring to move such building, machinery, and/or other object. Such move notice will (a) bear the approval of City, (b) detail the route of movement of the building, machinery, and/or object, (c) provide that the costs incurred by the utility in making the temporary adjustment will be borne by the contractor-mover, (d) provide that the contractor-mover will indemnify and hold the utility harmless for, from, and against any and all damages, claims, or causes of action whatsoever caused directly or indirectly from the temporary adjustment, and (e) if required by the utility, will be accompanied by cash deposit or a good and sufficient bond to pay any and all such costs as estimated by the utility.

14.4 Removal of Unauthorized Facilities. A license may authorize a utility to place one or more types of facilities on, over, and/or under City right-of-way. A licensee will not place on, over, and/or under City right-of-way any type of facilities not authorized by the license. Except in the case of an emergency, or as otherwise agreed to by City, within thirty (30) days following written notice from City, any person that owns, controls, and/or maintains any unauthorized utility system, facility, and/or related appurtenances within the right-of-way will remove such facilities or appurtenances from the right-of-way of City. A person may request that City permit such facilities to be abandoned in place subject to such terms and conditions City may prescribe. A utility system, facility, or appurtenance is unauthorized and subject to removal in any of the following circumstances:

(a) One year after the expiration or termination of the utility's applicable license, franchise, or permit. City may, in City's sole discretion, stay the one-year period if an application for renewal has been submitted to City.

(b) Upon abandonment of a facility within the right-of-way of City. A facility will be considered abandoned when it is deactivated, out of service, or not used for its intended and/or authorized purpose for a period of ninety (90) days or longer unless a longer period is approved by City. Excess capacity intended for future use will not be considered abandoned. A facility will not be

considered abandoned if it is temporarily out of service during performance of repairs or if the facility is being replaced.

(c) If the system or facility was constructed or installed without the appropriate prior authority at the time of installation and such authority has not subsequently been granted.

(d) If the system or facility was constructed or installed at a location not permitted by license, franchise, or other legally sufficient permit and has not subsequently been authorized.

(e) If the system and/or facility is not removed or relocated as required by subsection 14.3.

14.5 Failure to Remove or Relocate. If facilities are not relocated or removed pursuant to subsection 14.2 or 14.3, the manager may declare the facility(ies) a nuisance. In addition to any other remedies provided herein, violation of any section of this Ordinance may be enforced in any manner authorized by law.

14.6 Damage to Licensee's Facilities. City will not be liable for any damage to or loss of any facility within the right-of-way as a result of and/or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the right-of-way by or on behalf of City, or pursuant to a permit issued by City, or for any consequential losses resulting directly or indirectly therefrom.

15. Construction; Installation; and Operation.

15.1 Facilities. Notwithstanding anything contained in this Ordinance to the contrary, each utility will construct facilities in a manner not to interfere with City's water mains, sewer mains, gas mains, and/or any other City use of the right-of-way. Facilities will be erected and located so not to unreasonably interfere with the public's use of the right-of-way. Each utility will maintain, at the utility's expense, all facilities in good and safe order and condition. City may attach and maintain traffic signals, wires, control boxes, and similar items or equipment to facilities; provided, however, City will not be required to pay a fee or rent for the co-location.

15.2 Construction Work. Except in the case of an emergency, no less than fifteen (15) days prior to a utility commencing (or causing any person to commence) any construction work within City, the utility will (a) obtain all necessary permits, approvals, and/or authorizations, including any construction permits and/or a permit issued by City pursuant City's right-of-way permitting ordinance, concerning the proposed construction work, if any, and (b) file with City maps, materials, documentation, a copy of the proposed work order, any necessary construction permits, and all other information or documentation required under applicable laws. If the utility is required to perform any construction work due to the occurrence of an emergency, the utility will be required to comply with Section 15.2(a) and (b) as soon as practicable (but in no event later than five (5) days after the occurrence of the emergency). Each utility will conduct its operations and will perform all construction work, including, without limitation, any excavation or restoration work, in accordance with the following: (w) all construction work will be completed in a safe manner, taking into account all applicable traffic control rules and procedures; (x) all construction work will be completed so as to

minimize disruption and interference of the right-of-way; (y) all construction work will be completed in accordance with this ordinance and applicable laws, including, without limitation, all City codes, ordinances, rules, and regulations applicable to City streets and/or construction, operation, and/or maintenance of utilities facilities in City; and (z) all construction work will be completed in a good workmanlike manner. City may inspect all construction work and may, in City's sole discretion, demand correction of any incomplete and/or improper construction work. To the extent that this Ordinance is not in conflict with and can be implemented consistent with the right-of-way permitting ordinance, the provisions of this Ordinance will apply to all construction and excavation by utilities in City.

15.3 Restoration of Property. If a utility disturbs and/or causes another to disturb any right-of-way, the utility will, at the utility's cost and expense, replace and/or restore the right-of-way to the same condition to which the right-of-way existed prior to the utility's disruption (and/or causing another to disturb), as soon as practicable and without unreasonable delay. If the utility fails to timely replace or restore any right-of-way to the same condition to which the right-of-way existed prior to the disruption, City may cause the replacement or restoration to be made at the expense of the utility. The utility will pay City all costs and expenses incurred by City to replace or restore the right-of-way immediately on City's demand.

15.4 Trimming of Trees and Shrubbery. Subject to the terms and conditions contained in this Ordinance, a utility will have the authority to trim or cut trees and other natural growth located in the right-of-way if necessary to satisfy applicable provisions of the National Electrical Safety Code and applicable state law. All cutting and trimming will be done at the utility's cost and expense. A licensee will trim or cut trees according to ANSI A300 Part 1, pruning standards, and in conformity with any City regulations as heretofore or hereafter adopted, promulgated, and/or established from time to time. Trees and shrubs will not be removed without City's prior written authorization. Except as required to satisfy the standards of the National Electrical Safety Code or applicable state law, each utility will adhere or perform the following: (a) the utility will not damage the roots of any tree by compacting or filling on or around its base or make excavations in the soil within a foot of the tree's roots unless appropriate measures are taken to prevent the exposed soil from drying out; (b) the utility will not top trees or shrubs (i.e., cut back limbs of a tree or shrub within the tree's or shrub's crown to such a degree as to remove the natural canopy and/or disfigure the tree or shrub); and/or (c) the utility will ensure that the root system of any live or dead tree, shrub, and/or other vegetation that is removed will be at a depth of not less than twelve inches (12") below the ground surface. After any excavation or grinding work, the ground will be restored to a smooth and level surface. Any required grinding of a stump will be completed contemporaneously with the removal of the tree or shrub. All "pruning" will be performed in a careful and systematic manner so as not to damage other parts of the plant or tree as a whole.

15.5 Permits and General Obligations. Notwithstanding anything contained in this Ordinance to the contrary, each utility will be responsible for obtaining, at its cost and expense, all permits, licenses, and/or other forms of approval or authorization necessary to construct, operate, maintain, and/or repair the utility's facilities, or any part thereof, prior to the commencement of any such activity.

16. Coordination of Construction Activities. Each utility is required to make a good faith effort to cooperate with City concerning any utility construction work. By March 1 of each year, each licensee will provide City with a schedule of their proposed construction work and/or activities for the coming year in, around, and/or that may affect the right-of-way. When requested by City, each licensee

will meet with City to schedule and coordinate construction work in the right-of-way subject to the provisions of this Ordinance. Subject to the provisions of this ordinance, all construction work, locations, activities, and schedules will be coordinated to minimize public inconvenience, disruption, and/or damages.

17. Regulatory Fees and Compensation Not a Tax; Jurisdiction.

17.1 City may set such fees as are necessary to implement the provisions of this Ordinance and to compensate City for the use of the right-of-way by resolution of the council. The regulatory fees, taxes, and costs provided for in this Ordinance, and any compensation charged and paid for the use of right-of-way, are separate from, and in addition to, all applicable federal, state, local, and City fees, taxes, and/or costs as may be levied, imposed, or due from a utility, its customers, and/or subscribers, for purposes other than the use of right-of-way. Notwithstanding anything contained in this Ordinance to the contrary, the fees provided in this Ordinance are (a) not a charge against property, (b) premised on the direct and indirect benefit derived from use of the right-of-way, and (c) not a property tax or subject to the property tax limitations of Article XI, Sections 11 and 11b of the Oregon Constitution.

17.2 City has jurisdiction and exercises regulatory management over all right-of-way within City under authority of the City's charter, City's municipal code, and state law. City has jurisdiction and exercises regulatory management over each right-of-way notwithstanding (a) whether City has a fee, easement, or other legal interest in the right-of-way, and (b) whether the legal interest in the right-of-way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure, and/or other means. The exercise of jurisdiction and regulatory management of a right-of-way by City does not obligate City to maintain and/or repair any part of the right-of-way.

18. Insurance; Indemnification.

18.1 Insurance. Each licensee, at its cost and expense, will obtain and keep in full force and effect during the term of a license issued pursuant to this Ordinance, the following insurance coverage and their respective minimum limits: (a) workers' compensation insurance within statutory limits; (b) employer's liability insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (c) comprehensive general liability insurance with limits of not less than \$3,000,000 for bodily injury or death to each person, \$3,000,000 for property damage resulting from any one accident, and \$3,000,000 for all other types of liability; and (d) automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by licensee and its employees with a limit of \$1,000,000 for each person and \$3,000,000 for each accident. Each liability insurance policy a licensee is required to obtain and maintain under this Section 18.1 will name City and its officers, representatives, agents, and employees as additional insureds. A licensee will not cancel, modify, and/or reduce in amount or scope the insurance coverage required to be maintained under this Ordinance without first providing City thirty (30) days' prior written notice. All insurance required to be obtained and maintained under this Section 18.1 will be issued only by insurance companies licensed in Oregon. Prior to City's issuance of a license, and at any other time thereafter within thirty (30) days after City's written request, a licensee will provide City with certificates of insurance evidencing the utility's compliance with this Section 18.1. Notwithstanding anything contained in this Ordinance to the contrary, each licensee will acknowledge and agree that upon written notice to each licensee, City may increase the minimum insurance limits as then may be allowed under applicable laws.

18.2 Indemnification. Each licensee will defend, indemnify, and hold City, and each employee, officer, agent, and representative of City, harmless for, from, and against any and all claims, actions, proceedings, damages, liabilities, losses, and expenses, including, without limitation, reasonable attorney fees, resulting from or arising out of the following: (a) the acts or omissions of the licensee and/or its affiliates, officers, directors, shareholders, members, managers, employees, agents, contractors, and/or subcontractors in the construction, operation, maintenance, repair, and/or removal of the facilities in the right-of-way and/or in providing or offering services over, under, and/or through the facilities, whether such acts or omissions are authorized, allowed, or prohibited by this Ordinance; and/or (b) a licensee's breach and/or failure to perform any licensee representation, warranty, covenant, and/or obligation under this Ordinance.

19. Miscellaneous.

19.1 Severability; Preemption. If any section, subsection, clause, phrase, term, provision, condition, covenant or portion of this Ordinance is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, or superseded by state or federal legislation, rules, regulations or decision, the remainder of the Ordinance will not be affected thereby but will be deemed as a separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portions hereof, and each remaining section, subsection, sentence, clause, phrase, provision, condition, covenant and portion of this Ordinance will be valid and enforceable to the fullest extent permitted by law. In the event that federal or state laws, rules or regulations preempt a provision or limit the enforceability of a provision of this Ordinance, then the provision will be read to be preempted only to the extent required by law. In the event such federal or state law, rules or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision will thereupon return to full force and effect, and will thereafter be binding, without the requirement of further action on the part of City.

19.2 Governing Law; Venue. This Ordinance and any license issued pursuant to this Ordinance is subject to all applicable laws. Any action or proceeding arising out of or concerning this Ordinance will be litigated in courts located in Deschutes County, Oregon. Each licensee consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

19.3 Written License or Permit; Nonexclusive Grant. No license will be granted under this Ordinance unless the license is in writing. No license granted under this Ordinance will confer any exclusive right, privilege, franchise, and/or permission to occupy or use the right-of-way for delivery of utility services or any other purposes. City expressly reserves the right to grant licenses, franchises, permits, and/or other rights to other persons, as well as City's right to use the right-of-way, for similar or different purposes.

19.4 Enforcement; Remedies. Any person violating any provision of this Ordinance will be subject to a civil penalty not to exceed the sum of \$1,000.00 for each violation. Each violation of a provision of this Ordinance, and every day that such Ordinance violation exists, will be considered a separate violation. In addition to the foregoing civil penalties, City may seek, in a court of competent jurisdiction, such other and additional relief (including all legal and equitable relief and remedies) available under applicable law as well as recovery of its costs and attorney fees. City will be entitled to collect from any person violating or otherwise failing to comply with this Ordinance City's reasonable attorney fees and other fees, costs, and expenses incurred by city to enforce this Ordinance. The remedies provided in this Section 19.4 are not exclusive and will not prevent City from exercising any

other rights and/or remedies available under law. Compliance with this Ordinance will in no way be a substitute for or eliminate the necessity of compliance with the Laws including any relating to the public health as now in force or hereafter amended.

19.5 Interpretation; Termination. 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 words “include,” “includes,” and “including” are not limiting. The word “or” is not exclusive. Reference to “days” means calendar days, with any deadline falling on a day other than a business day being extended to the next business day. This Ordinance may be corrected by order of the council to cure editorial and/or clerical errors.

ADOPTED by the Sisters City Council by a vote of ___ “for” and ___ “against” and APPROVED by the Mayor on this ___ day of _____, 2020.

Chuck Ryan, Mayor

ATTEST:

Kerry Prosser, City Recorder

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

BOARD OF COUNTY COMMISSIONERS:

Patti Adair	Chair
Tony DeBone	Vice-Chair
Phil Henderson	Commissioner

COUNTY STAFF:

Tom Anderson	County Administrator
Colleen Thomas	Health Services
Nick Lelack	Community Dev. Director
Shane Nelson	Sheriff

GUESTS:

Ian Reid	USFS Sisters District Ranger
Erik Larson	USFS Deschutes National Forest Patrol Captain
John Soles	USFS Sisters District Law Enforcement Officer

I CALL TO ORDER/PLEDGE OF ALLEGIANCE

The Joint meeting was called to order by Mayor Ryan at 5:00 p.m.
Chair Adair called to order the Board of County Commissioners' meeting.

II ROLL CALL

City Recorder Prosser took roll call and established a quorum.

III INTRODUCTIONS

Mayor Ryan welcomed County staff and visitors and made introductions.

IV CITY UPDATES

A. Discussion of Sisters Country Homelessness

Colleen Thomas, Deschutes County Homeless Outreach Coordinator, reviewed the results from the Point in Time count in January:

- Fifty-two homeless individuals were counted in Sisters Country-38 in vehicles, 7 in tents, 5 in shelters, 1 in a park.
- Age ranged from 4-85 years old.

Ms. Thomas noted this number was slightly up from last year's count.

Mayor Ryan asked if there was an influx because Juniper Ridge had been closed, and Ms. Thomas had not heard, but they were starting to track where the people at Juniper Ridge had moved.

Ms. Thomas explained there was a large gap between the homeless issue and available resources. Deschutes County, along with two community partners, had applied for a grant that would expand their ability to provide services. If awarded, the grant would increase the Deschutes County staff to four and allow for more County outreach.

Ian Reid, Sisters District Ranger, introduced Eric Larson, the Deschutes National Forest Patrol Captain and John Soles, the new law enforcement officer on the Sisters District.

Mr. Reid said he was working with a local group regarding homelessness in Sisters Country. He noted the challenges for his agency included damage to camping areas, abandoned vehicles, and the clean-up of waste and garbage. He said there were 16 camps in the forest during the point-in-time count; he expected an increase in the summer. Mr. Reid noted most camps were in the wildland-urban interface and within a couple of miles of the City. He said not all camps caused resource damage; a lot of campers were employed in town.

Mr. Larson said there was an increasing workload for a small staff. He noted the camps displaced others from using the public lands. Mr. Larson said they dealt with abandoned vehicles and dumping in the forest. Mr. Soles said he had made numerous contacts with long-term campers; we talk to them about keeping a tidy camp, and we get to know who they were and educated them about the 14-day camping limits. He noted in at least four of the camps the people were seeking housing but could not afford it yet. Mr. Reid said only one person had said the forest was where they wanted to live.

City Manager Mисley said this issue would not get better on its own, and he wanted the County to know the City was trying to make ground on homelessness. We wanted to stay informed and be an active part of the process.

Councilor Blum asked if there was a sense that all of the time and money being spent on the issue had made a difference. Ms. Thomas replied it was hard to know as the scope grew every year. She said as Central Oregon expanded, we were engaging more people. She noted as the scope of issues increased, we needed more services.

Mayor Ryan noted the City had been working to move affordable housing forward and had just interviewed three families that would be moving into McKenzie Meadows in the next six months. He said the City was willing to talk about anything regarding this issue.

Councilor Preedin reminded everyone as more houses were built and people moved into the new homes, other local housing would open-up, which should help alleviate some of the issues. He said anyway the Council could help was important. He noted there were a

lot of variables, and we needed to keep our eyes, ears, and hearts open; there were creative ways to make this better.

B. Update of the Sisters Community Vision

Mayor Ryan reviewed the Vision Implementation Team (VIT), had 17 members, and had just held their fifth meeting. The VIT was reorganizing how they looked at the 20 strategies and the lead partners. Mayor Ryan said the VIT would keep the community informed with a monthly article in the Nugget and a meeting this summer.

City Manager Misley explained the VIT was trying to build a framework for the vision priorities that would live for quite a while.

Chair Adair recognized Nick Lelack for his good work on this project. Commissioner Henderson asked how the VIT picked the projects they were working on. City Manager Misley replied the VIT had identified an urgent care facility, the forest service property, and a multi-use center as the more significant more complex projects that were actively being worked. Mayor Ryan noted the VIT prioritized the projects the community had picked. He thanked the County for their support of the Vision.

C. Update of the City Comprehensive Plan

Director Davenport reviewed the City had received a grant from DLCD to update goals 9 and 14 of the Comprehensive Plan, and staff had received direction from Council to update the entire plan. An RFP would be released soon for consultants to lead the update. He thought the City would be up and running with this project by July 1, 2020. Director Davenport requested participation from the County as we updated our goals and looked at a potential Urban Growth Boundary expansion.

Nick Lelack, the Director of the Deschutes County Community Development Department, said time would be included in their work plan for this project; they were currently working with Redmond on their update.

D. Update on Sheriff's Law Enforcement Services

Sheriff Nelson stated the department had a great relationship with the City and was glad to be continuing the partnership.

City Manager Misley reviewed the IGA was on the agenda tonight for Council's approval. He said staff had been working on this agreement for approximately a year, and the most significant change to the agreement was the officers would work full time in the City and not on a shift by shift basis. There would also be an increase in coverage, which would be

good for Sisters Country as a larger law enforcement presence in Sisters Country was the main focus of the IGA. City Manager Misley thought this agreement was a win-win.

Sheriff Nelson asked for grace and understanding as they may not have all the positions in place by July 1st; recruitments had been challenging. He would work hard to get people hired.

Mayor Ryan asked if the lieutenant position would be an internal promotion. Sheriff Nelson replied it would be an existing hire. He noted we would be operating under the old contract until all the people were in place.

City Manager Misley noted traffic safety was the community's primary concern. He explained the City would be doing a traffic safety audit to understand where we needed to make capital investment on traffic safety.

E. County Building Vacancy

Administrator Anderson explained the County had purchased the building on Barclay and Spruce Street, where the Sheriff's office was currently located. He said they would be doing some upgrades for more security and efficiency. He said if there were a need for the City or the County, space would be available in the building in the future.

Sheriff Nelson said they would be adding a conference and command room to their existing location. He noted they had just added a blue line safety zone that could be used for child custody transitions and as a place to meet for the pick-up and payment of online transactions.

F. County Project Updates

Vice-Chair DeBone reviewed:

- The County Stabilization Center would be online by the end of April.

Commissioner Henderson reviewed:

- The County had used part of the jail for a warming shelter all winter; it could hold up to 48 people.
- Staff was looking into a Veterans Village of small housing units.
- They were working with the legislature on allowing ADU's on farmland and other rural housing issues.

Chair Adair reviewed:

- She was still working on adding additional judges to Deschutes County.

- There would be two additional fire-free days to encourage everyone to clean-up yard debris.

Administrator Anderson reviewed:

- The Solid Waste Management Plan had been adopted, and the staff was actively looking for new places to site a landfill.
- He introduced Jeff Heinz, the new director of the Fair and Expo Center.

Director Lelack reviewed the County's work on the Wildfire Risk Map and mitigation standards.

V OTHER BUSINESS

Chair Adair noted the first case of COVID-19 had been reported in Deschutes County. She said the emergency command center was set-up and was a collaboration of all responders.

VI ADJOURN: 6:24 p.m.

Kerry Prosser, City Recorder

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

All Council members joined the meeting by phone.

I CALL TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called to order by Mayor Ryan at 6:38 pm.

II ROLL CALL

City Recorder Prosser took roll call, and a quorum was established.

III APPROVAL OF AGENDA

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

IV VISITOR COMMUNICATION-None

V CONSENT AGENDA

- A. Minutes
 - 1. March 11, 2020- Regular Meeting
 - 2. March 25, 2020 -Regular Meeting

- B. Recommend to the Oregon Liquor Control Commission an Off-Premises Liquor License be granted to DG Retail, LLC. dba Dollar General.

- C. Appoint Dave Moyer to the Budget Committee for a three-year term.

- D. Appoint Dennis Schmidling to the Deschutes County Historic Landmarks Commission for a four-year term.

- E. Award a Public Improvement Contract to Tri County Paving, LLC. in an amount not to exceed \$63,503.10 for the 2020 Hood Avenue Overlay Project and Authorize the City Manager to Execute the Contract on Behalf of the City and Further Authorize the City Manager to Execute any Necessary Contract

Change Orders and/or Amendments within the Project Budget not to exceed \$80,000 in Total.

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

VI COUNCIL BUSINESS

A. Public Hearing and Consideration of Ordinance 504: AN ORDINANCE ADOPTING AMENDMENTS TO THE SISTERS COMPREHENSIVE PLAN FOR PLAN GOAL 1 CITIZEN INVOLVEMENT AND PLAN GOAL 10 HOUSING.

Mayor Ryan called the public hearing to order and reviewed the guidelines for the conduct and testimony of the hearing. He asked if any Councilor had a conflict of interest; none disclosed a conflict. No member of the public challenged the participation of any Councilor.

Director Davenport reviewed his staff report. He noted the Planning Commission unanimously approved these amendments. Director Davenport said there had been no additional written comments submitted on these amendments.

Mayor Ryan asked for public testimony. There was none.

Council President Connolly asked how much time the Planning Commission put into these amendments. Director Davenport replied there were two joint meetings with the Housing Policy Advisory Board, a Planning Commission workshop, and a public hearing.

The Council thanked Director Davenport for his work on these amendments.

Mayor Ryan closed the public hearing.

Council President Connolly moved to have the City Manager read Ordinance 504 by title. Councilor Blum seconded the motion. A roll call vote was taken. The motion carried 5-0.

City Manager Miskey read Ordinance 504 by title.

Council President Connolly made a motion to approve City Council Ordinance 504, an ordinance adopting the comprehensive plan amendments as proposed in City File #CP 20-01. Councilor Blum seconded the motion. A roll call vote was taken. The motion carried 5-0.

B. Public Hearing and Consideration of Ordinance 505: AN ORDINANCE AMENDING THE SISTERS DEVELOPMENT CODE TO UPDATE CHAPTER 2.10 SPECIAL FLOOD HAZARD OVERLAY DISTRICT; SECTION 2.15.1800 COMMUNICATION FACILITIES; ADOPT A NEW CHAPTER 3.5 PUBLIC IMPROVEMENT STANDARDS, AND MAKE OTHER CHANGES.

Mayor Ryan called the public hearing to order and reviewed the guidelines for the conduct and testimony of the hearing. He asked if any Councilor had a conflict of interest; none disclosed a conflict. No member of the public challenged the participation of any Councilor.

Director Davenport reviewed the staff report. He said there had been no additional written comments submitted on TA-20-01.

The Council thanked Director Davenport for his work on this ordinance.

Mayor Ryan asked for public testimony. There was none. Mayor Ryan closed the public hearing.

Council President Connolly moved to have the City Manager read Ordinance 505 by title. Councilor Blum seconded the motion. A roll call vote was taken. The motion carried 5-0.

City Manager Misley read Ordinance 505 by title.

Council President Connolly made a motion to approve City Council Ordinance 505, an ordinance adopting amendments to the Sisters Development Code as proposed by City File #TA 20-01. Councilor Blum seconded the motion. A roll call vote was taken. The motion carried 5-0.

VII OTHER BUSINESS

A. Discussion of Budget Committee Dates

City Manager Misley explained based on the current situation with COVID-19, staff would like to move the Budget Committee meetings to June 1st and 2nd to give staff more time to assess the budget and work on projections. He was hopeful by early June some of the social distancing guidelines would be lifted, and the meetings could be held with some committee members in attendance at City Hall.

Council agreed to change the Budget Committee meetings to June 1st and 2nd.

B. Discussion of Extension of the Emergency Declaration by Administrative Order.

City Manager Misley was preparing an administrative order to extend the Emergency Declaration until May 13th. At the May 13th meeting, the Council could decide if they would like to extend the order to a future date. He noted Oregon was projected to be at the peak of COVID-19 cases by the third week of April.

Council President Connolly, Councilor Blum, and Councilor Preedin agreed with City Manager Misley's suggestion. Councilor Esterman asked what if the Governor pulled back her executive orders before May 13th. City Manager Misley replied the City could pull back as well. He reviewed the City emergency declaration did not have anything to do with any of the Governor's executive orders. Our declaration had allowed the City to adjust the personal policy and put a temporary utility policy in place. Councilor Esterman and Mayor Ryan were in favor of the plan.

City Manager Misley reviewed that several Cities and Counties had put in place restrictions on short-term rentals or statements discouraging tourism. He proposed the City put an administrative order in place until the emergency declaration was lifted, that strongly discouraged tourism and the use of short-term rentals. He noted an administrative order was not a ban, and no criminal or civil infraction would be enforced.

Council President Connolly thought it was a good idea if we could pre-empt owners to hold off renting but keep hotels open for critical works. City Manager Misley replied he was confident the Chamber of Commerce would support this action; now was not the time to visit Sisters.

Councilor Blum asked if the order would include all the hotels and motels. City Manager Misley replied it would. Councilor Blum said if there were places for the critical workers to stay, she was okay with the order.

Councilor Esterman would like to leave this to the City Managers discretion. Councilor Preedin and Mayor Ryan agreed City Manager Misley should move forward with the administrative order.

C. Staff Comments-none

VIII MAYOR/COUNCILOR BUSINESS- None

Councilor Blum reviewed that Pine Meadow Village had received a notice of conditional use for a community center on Pine Meadow Ranch. They were trying to have programs associated with agriculture.

Council President Connolly thanked Mayor Ryan for the time and energy he was putting into addressing the coronavirus. She thanked him for his leadership.

Councilor Preedin thanked City Manager Miskey and Mayor Ryan for their hard work.

Councilor Esterman asked Mayor Ryan if he had a chance to speak with the Governor concerning rural areas opening sooner than other parts of Oregon. Mayor Ryan said this was on everyone's radar and was widely discussed. Doug Riggs our lobbyist was working on making sure rural Oregon was recognized and heard on this topic.

Councilor Esterman told Director Davenport he appreciated his work and presentations tonight.

Mayor Ryan reviewed that the Federal stimulus package should funnel down to local governments and should be significant dollars.

Mayor Ryan said it was sad news the Sisters Rodeo had been canceled. He would like to know what the economic impact of our major events was on the City. He thought the Rodeo was potentially 15-20% of the summer economy.

Mayor Ryan explained the Vision Implementation Team (VIT) was moving forward and would be meeting virtually next week.

Mayor Ryan was disappointed in the article published in the Nugget regarding Clearpine and the affordable housing they were obligated to build as Council had not agreed to the terms. He noted Council would address this issue at a future Council meeting.

IX ADJOURN: 7:45 pm.

Kerry Prosser, City Recorder

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

All Council members joined the meeting by phone.

1. Discussion of Visitors Center Agreement FY 2020/21

City Manager Misley reviewed the Visitors Center contract expired on June 30, 2020. Councilor Preedin, City Manager Misley, and the Chamber had met over the past several months to discuss the agreement. City Manager Misley explained they would like to build a contract based on the Vision and with more detailed information. He said they would like to put together a tourism committee and begin a conversation around how transient room tax (TRT) was spent. They would use the committee to put together a strategic plan that contemplated tourism in Sisters with higher-level goals. City Manager Misley thought it would take at least nine months to get up and going with forming a committee and developing a strategic plan.

Councilor Preedin said the idea of a tourism/event committee came from the Vision. He noted this was not low-hanging fruit; it was a big idea. They needed to get the committee together to develop the strategic plan, so they knew where they were going. Councilor Preedin thought the Chamber would be receptive to what the committee decided.

City Manager Misley and Councilor Preedin agreed that extending the current contract for an additional year was a prudent course of action.

Council President Connolly said maintaining the current contract was okay but asked with a decrease in the TRT would that be possible. City Manager Misley replied we were currently estimating our loss in TRT for the next fiscal year. He noted we were already contributing more than the required amount of restricted funds to the contract; last year, TRT collected was \$650,000 and our restricted obligation was \$215, 000. City Manager Misley said with the TRT decreasing and keeping the contract at \$250,000, a portion of the money would come from the general fund.

City Manager Misley thought it was a wise investment to focus the funding on tourism recovery from COVID-19. Director O'Neill reviewed the original projection of TRT for FY 2019/20 was \$674,000. The new forecast was \$556,000, and FY 2020/21 was \$500,000.

WORKSHOP MEETING MINUTES
SISTERS CITY COUNCIL
520 E. CASCADE AVENUE
APRIL 08, 2020

City Manager Misley said the reason staff was asking for direction was so they could begin prepping an extension to the contract. The budget process and the contract extension could move in parallel.

Council President Connolly asked about the make-up of the committee. City Manager Misley replied it was undecided, but he thought it would include the City, Chamber of Commerce, lodging providers, event promoters, parks board, and a community member. Council President Connolly would like a member of the general public on the committee.

Councilor Blum agreed an extension was the best way to go. We did not know what the future would look like, and it was good to get the community together to decide how to utilize these funds in the best way. She thought \$250,000 was a reasonable amount.

Councilor Preedin said the \$250,000 was good for next year. He wanted the Chamber to continue with what they were currently doing. Next year we would have the committee and a strategic plan in place.

Councilor Esterman was for the extension with a stipulation they must advertise around other events, not just Chamber events.

Mayor Ryan asked if the Chamber agreed to the extension. City Manager Misley responded the Chamber did understand the process and were appreciative the amount did not go down. Councilor Preedin thought the Chamber recognized the overall goal to make Sisters better. He had doubts about how much involvement they wanted but the City had emphasized this was a collaborative process.

City Manager Misley reviewed the funding obligations in the current contract; The City will provide the Chamber with \$250,000 of the collected transient room tax revenue per fiscal year. However, the parties acknowledge that transient room tax revenues change from year to year, and the amount provided for in the City's budget shall be at the discretion of the City Council based on available resources. The City's payment obligations under this agreement were contingent on the City's actual collection of the budgeted room tax in the applicable fiscal year.

Mayor Ryan said the language talked about the potential for not allocating the entire \$250,000. Councilor Preedin agreed, it left open the possibility for more flexibility for either more or less funding.

Mayor Ryan asked about the event coordinator position. City Manager Misley replied there would be one potential new position proposed in the budget for public events and parks coordination. He said restricted TRT funds might fund a portion of this position.

City Manager Misley noted the Chamber was not interested in spending their funds on a strategic plan, but legally we could probably spend restricted funds on the plan. He said we would bring in a consultant to facilitate the process.

Mayor Ryan recommended the contract extension not include the amount allocated until the budget committee meetings were held; we needed more time to understand what was happening to the economy. Mayor Ryan said we could find ourselves in a financial bind if the economic crisis continued. Councilor Esterman and Councilor Preedin liked the idea.

Councilor Blum was concerned about how this might impact the Chamber. She noted the funds had to be spent on tourism, and she did not like dangling the extension over them without a definite amount. Councilor Blum thought they were probably making significant changes and did not want to be part of their problem; the funds were intended for them.

City Manager Misley replied we could invite the Chamber to a workshop to discuss how they would be using future funds. He said we were not holding any funds back this year, we were making sure we understood next year. We did not know when the economy would open up, and we brought in the majority of our TRT funds in June-September. Councilor Blum would like City Manager Misley to let the Chamber know what we were considering.

Councilor Preedin noted it was prudent with the current economic climate to wait until the budget meetings to determine the funding.

Council asked staff to move forward with the contract extension with a blank in the funding amount. City Manager Misley would communicate with the Chamber and work with legal counsel on the extension of the contract.

2. Other Business-None

The meeting adjourned at 6:38 pm.

Kerry Prosser, City Recorder

Chuck Ryan, Mayor

PACKET: 03049 AP 4/22/2020

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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01-0907	AIRGAS USA, LLC					
I-9969974881		CHLORINE	83.76			
4/02/2020	AP-US	DUE: 4/02/2020 DISC: 4/02/2020		1099: N		
		CHLORINE		02 5-00-712	CHEMICALS	83.76
		=== VENDOR TOTALS ===	83.76			

01-0540	AUDIO VISUAL BEND					
I-1275		CONF B UPGRADE	507.00			
4/10/2020	AP-US	DUE: 4/10/2020 DISC: 4/10/2020		1099: Y		
		CONF B UPGRADE		01 5-03-906	CAPITAL OUTLAY	507.00
		=== VENDOR TOTALS ===	507.00			

01-0893	BECON LLC					
I-04162020		ENGINEERING SVS MARCH 2020	8,430.00			
4/10/2020	AP-US	DUE: 4/10/2020 DISC: 4/10/2020		1099: Y		
		ENGINEERING SVS MARCH 2020		02 5-00-713	DEVELOPMENT REVIEW	871.98
		ENGINEERING SVS MARCH 2020		05 5-00-713	DEVELOPMENT REVIEW	871.98
		ENGINEERING SVS MARCH 2020		03 5-00-713	DEVELOPMENT REVIEW	436.04
		ST1803 LOCUST ST PATH		03 5-00-906	CAPITAL OUTLAY	885.00
		OWRD WELL LEVEL REPORTING		02 5-00-726	CONTRACTED SERVICES	120.00
		WA1904 WELL #4		11 5-00-906	CAPITAL OUTLAY	3,805.00
		WA1901/02 WATERLINE		02 5-00-906	CAPITAL OUTLAY	36.80
		WA1901/02 WATERLINE		11 5-00-906	CAPITAL OUTLAY	43.20
		2020 PAVEMENT MAINT PROJECTS		03 5-00-726	CONTRACTED SERVICES	1,220.00
		WEEELY MEETINGS		02 5-00-726	CONTRACTED SERVICES	46.67
		WEEELY MEETINGS		03 5-00-726	CONTRACTED SERVICES	46.67
		WEEELY MEETINGS		05 5-00-726	CONTRACTED SERVICES	46.66
		=== VENDOR TOTALS ===	8,430.00			

01-0172	BMS TECHNOLOGIES					
I-67812		UT BILL MARCH/ONBP APRIL 2020	792.28			
4/05/2020	AP-US	DUE: 4/05/2020 DISC: 4/05/2020		1099: Y		
		UT BILL MARCH/ONBP APRIL 2020		02 5-00-715	POSTAGE	396.15
		UT BILL MARCH/ONBP APRIL 2020		05 5-00-715	POSTAGE	396.13
		=== VENDOR TOTALS ===	792.28			

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PACKET: 03049 AP 4/22/2020

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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01-0262		CENTRAL OREGON INTERGOVERNMENT				

I-0005498-IN		SISTERS VISION PLAN	3,650.12			
4/09/2020	AP-US	DUE: 4/09/2020 DISC: 4/09/2020		1099: N		
		SISTERS VISION PLAN		01 5-01-726	CONTRACTED SERVICES	3,650.12
		=== VENDOR TOTALS ===	3,650.12			
=====						
01-0007		CIS TRUST				

I-SIS-GASB75-2018FIN		FINANCIAL REPORT	522.39			
4/10/2020	AP-US	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		FINANCIAL REPORT		01 5-02-733	DUES & SUBSCRIPTIONS	522.39
		=== VENDOR TOTALS ===	522.39			
=====						
01-0864		CODE PUBLISHING INC.				

I-66532		MUNICIPAL CODE WEB UPDATE	321.75			
4/14/2020	AP-US	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		MUNICIPAL CODE WEB UPDATE		01 5-01-726	CONTRACTED SERVICES	321.75
		=== VENDOR TOTALS ===	321.75			
=====						
01-0025		DEPARTMENT OF ENVIRONMENTAL QU				

I-04172020		WA1904 WELL#4 APP FEE	649.00			
4/17/2020	AP-US	DUE: 4/17/2020 DISC: 4/17/2020		1099: N		
		WA1904 WELL#4 APP FEE		11 5-00-906	CAPITAL OUTLAY	649.00
		=== VENDOR TOTALS ===	649.00			
=====						
01-1001		EDGE ANALYTICAL, INC.				

I-20-10962		WATER SAMPLE	33.00			
4/03/2020	AP-US	DUE: 4/03/2020 DISC: 4/03/2020		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00

I-20-11797		WATER SAMPLE	33.00			
4/10/2020	AP-US	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00
		=== VENDOR TOTALS ===	66.00			

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PACKET: 03049 AP 4/22/2020

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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01-0681	ENNIS-FLINT, INC.					
I-244861		THERMAL LINES	3,708.00			
4/09/2020	AP-US	DUE: 4/09/2020 DISC: 4/09/2020		1099: N		
		THERMAL LINES		03 5-00-795	SUPPLIES	3,708.00
		=== VENDOR TOTALS ===	3,708.00			
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01-0028	FERGUSON ENTERPRISES, INC. #30					
I-0869392		METERS/MXU	5,958.48			
4/10/2020	AP-US	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		METERS/MXU		02 5-00-788	METERS & PARTS	5,958.48
		=== VENDOR TOTALS ===	5,958.48			
=====						
01-0029	H. D. FOWLER COMPANY					
I-15424632		2 HYDRANT METERS	2,452.73			
4/07/2020	AP-US	DUE: 5/10/2020 DISC: 5/10/2020		1099: N		
		2 HYDRANT METERS		02 5-00-788	METERS & PARTS	2,452.73
		=== VENDOR TOTALS ===	2,452.73			
=====						
01-0458	KNIFE RIVER					
I-2307621		3/4" ROCK	603.12			
4/01/2020	AP-US	DUE: 4/01/2020 DISC: 4/01/2020		1099: N		
		3/4" ROCK		03 5-00-749	STREET MAINTENANCE	603.12
I-2310297		G1902 VG PARK ROCK	485.52			
4/06/2020	AP-US	DUE: 4/06/2020 DISC: 4/06/2020		1099: N		
		G1902 VG PARK ROCK		01 5-05-906	CAPITAL OUTLAY	242.76
		G1902 VG PARK ROCK		12 5-00-906	CAPITAL OUTLAY	242.76
I-2310335		G1902 VG PARK ROCK	374.16			
4/07/2020	AP-US	DUE: 4/07/2020 DISC: 4/07/2020		1099: N		
		G1902 VG PARK ROCK		01 5-05-906	CAPITAL OUTLAY	187.08
		G1902 VG PARK ROCK		12 5-00-906	CAPITAL OUTLAY	187.08
		=== VENDOR TOTALS ===	1,462.80			
=====						
01-0998	MCKENZIE CASCADE HEAVY EXCAVAT					
I-16363		WA1901/02 ASPHALT	804.56			
4/01/2020	AP-US	DUE: 4/01/2020 DISC: 4/01/2020		1099: Y		
		WA1901/02 ASPHALT		02 5-00-906	CAPITAL OUTLAY	370.10
		WA1901/02 ASPHALT		11 5-00-906	CAPITAL OUTLAY	434.46
		=== VENDOR TOTALS ===	804.56			

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PACKET: 03049 AP 4/22/2020

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
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01-0311	MIRELES, TERESA					
I-2007		2020 WATER QUALITY REPORT	200.00			
4/10/2020	AP-US	DUE: 4/10/2020 DISC: 4/10/2020		1099: Y		
		2020 WATER QUALITY REPORT		02 5-00-726	CONTRACTED SERVICES	200.00
		=== VENDOR TOTALS ===	200.00			
=====						
01-0143	NORCO					
I-28734487		GLOVES	107.76			
4/01/2020	AP-US	DUE: 4/01/2020 DISC: 4/01/2020		1099: N		
		GLOVES		01 5-03-795	SUPPLIES	10.77
		GLOVES		01 5-05-795	SUPPLIES	14.01
		GLOVES		02 5-00-795	SUPPLIES	26.94
		GLOVES		03 5-00-795	SUPPLIES	31.25
		GLOVES		05 5-00-795	SUPPLIES	24.79
I-28736807		20#	21.70			
4/01/2020	AP-US	DUE: 4/01/2020 DISC: 4/01/2020		1099: N		
		20#		01 5-03-795	SUPPLIES	2.17
		20#		01 5-05-795	SUPPLIES	2.82
		20#		02 5-00-795	SUPPLIES	5.42
		20#		03 5-00-795	SUPPLIES	6.29
		20#		05 5-00-795	SUPPLIES	5.00
		=== VENDOR TOTALS ===	129.46			
=====						
01-0971	OCCUPATIONAL MEDICINE AT THE C					
I-71010		ODOT PHYSICAL-TM	100.00			
4/09/2020	AP-US	DUE: 4/09/2020 DISC: 4/09/2020		1099: Y		
		ODOT PHYSICAL-TM		01 5-03-771	MEDICAL TESTING & SERVIC	19.95
		ODOT PHYSICAL-TM		01 5-05-771	MEDICAL TESTING & SERVIC	19.94
		ODOT PHYSICAL-TM		02 5-00-771	MEDICAL TESTING & SERVIC	19.94
		ODOT PHYSICAL-TM		03 5-00-771	MEDICAL TESTING & SERVIC	19.94
		ODOT PHYSICAL-TM		05 5-00-771	MEDICAL TESTING & SERVIC	20.23
		=== VENDOR TOTALS ===	100.00			
=====						
01-0034	PONDEROSA FORGE & IRONWORKS, I					
I-16325		HYDRANT BOLLARDS	261.00			
4/09/2020	AP-US	DUE: 4/09/2020 DISC: 4/09/2020		1099: N		
		HYDRANT BOLLARDS		02 5-00-765	IMPROVEMENTS & REPAIRS	261.00
		=== VENDOR TOTALS ===	261.00			

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PACKET: 03049 AP 4/22/2020

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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01-0944		QUANTUM COMMUNICATION				
I-INV46805		TELEPHONE APRIL 2020	907.00			
4/05/2020	AP-US	DUE: 4/05/2020 DISC: 4/05/2020		1099: N		
		TELEPHONE APRIL 2020		01 5-01-735	TELEPHONE	41.80
		TELEPHONE APRIL 2020		01 5-02-735	TELEPHONE	53.74
		TELEPHONE APRIL 2020		01 5-03-735	TELEPHONE	41.79
		TELEPHONE APRIL 2020		01 5-05-735	TELEPHONE	107.47
		TELEPHONE APRIL 2020		01 5-07-735	TELEPHONE	89.54
		TELEPHONE APRIL 2020		02 5-00-735	TELEPHONE	95.51
		TELEPHONE APRIL 2020		03 5-00-735	TELEPHONE	89.54
		TELEPHONE APRIL 2020		05 5-00-735	TELEPHONE	77.61
		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 ===	907.00			
=====						
01-1167		REPUBLIC SERVICES #675				
I-04152020		840 E. CASCADE-RECONNECT	68.14			
4/10/2020	AP-US	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		840 E. CASCADE-RECONNECT		01 5-08-309	CITY MANAGED ACCOUNTS	68.14
I-3-0675-6178406		240 N LOCUST LN	107.85			
4/10/2020	AP-US	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		240 N LOCUST LN		01 5-08-309	CITY MANAGED ACCOUNTS	107.85
I-3-0675-638-5619		ACCOUNT #3-0675-638-5619	26.46			
4/10/2020	AP-US	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		ACCOUNT #3-0675-638-5619		01 5-08-309	CITY MANAGED ACCOUNTS	26.46
		=== VENDOR TOTALS ===	202.45			
=====						
01-1		MISC VENDOR				
I-04012020 #100		RODDA, JEANNIE: FACE MASKS	118.60			
4/10/2020	AP-US	DUE: 4/10/2020 DISC: 4/10/2020		1099: N		
		RODDA, JEANNIE: FACE MASKS		01 5-05-795	SUPPLIES	118.60
		=== VENDOR TOTALS ===	118.60			
=====						
01-0797		SISTERS RODEO ASSOCIATION				
I-04172020		REFUND OF 2020 RODEO DEPOSIT	2,000.00			
4/17/2020	AP-US	DUE: 4/17/2020 DISC: 4/17/2020		1099: N		
		REFUND OF 2020 RODEO DEPOSIT		01 4-00-317	EVENT FEES	2,000.00
		=== VENDOR TOTALS ===	2,000.00			

PACKET: 03049 AP 4/22/2020

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
=====						
01-0155	SWEENEY PLUMBING, INC					
I-46371		CLEMENS PARK RESTROOM REPAIR	110.00			
4/02/2020	AP-US	DUE: 4/02/2020 DISC: 4/02/2020		1099: N		
		CLEMENS PARK RESTROOM REPAIR		01 5-05-786	PARK MAINTENANCE	110.00

I-46377		WATER REPAIRS	223.50			
4/01/2020	AP-US	DUE: 4/01/2020 DISC: 4/01/2020		1099: N		
		WATER REPAIRS		02 5-00-765	IMPROVEMENTS & REPAIRS	223.50
		=== VENDOR TOTALS ===	333.50			
=====						
01-0052	THE NUGGET NEWSPAPER					
I-89040		PUBLIC HEARING	225.25			
4/14/2020	AP-US	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		PUBLIC HEARING		01 5-07-705	ADVERTISING	225.25

I-89041		PUBLIC HEARING	399.50			
4/14/2020	AP-US	DUE: 4/14/2020 DISC: 4/14/2020		1099: N		
		PUBLIC HEARING		01 5-07-705	ADVERTISING	399.50
		=== VENDOR TOTALS ===	624.75			
=====						
01-0416	THREE SISTERS IRRIGATION DISTR					
I-20-243		2020 SURCHARGE	1,280.13			
4/01/2020	AP-US	DUE: 4/01/2020 DISC: 4/01/2020		1099: N		
		2020 SURCHARGE		05 5-00-727	PERMITS & FEES	1,280.13
		=== VENDOR TOTALS ===	1,280.13			
=====						
01-0744	TRI COUNTY PAVING, LLC					
I-12640		ASPHALT PATCHING	442.00			
4/14/2020	AP-US	DUE: 4/14/2020 DISC: 4/14/2020		1099: Y		
		ASPHALT PATCHING		02 5-00-765	IMPROVEMENTS & REPAIRS	442.00
		=== VENDOR TOTALS ===	442.00			
=====						
01-0903	VELOX SYSTEMS					
I-8625		PW WORKSTATION/JO LAPTOP	730.76			
4/13/2020	AP-US	DUE: 4/13/2020 DISC: 4/13/2020		1099: Y		
		PW WORKSTATION/JO LAPTOP		01 5-02-906	CAPITAL OUTLAY	730.76
		=== VENDOR TOTALS ===	730.76			

pg 6 of 7

PACKET: 03049 AP 4/22/2020

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
=====							
01-0043	WCP SOLUTIONS						
I-658684		GLOVES	112.00				
4/01/2020	AP-US	DUE: 5/25/2020 DISC: 4/11/2020	1.12CR	1099: N			
		GLOVES		01 5-05-795	SUPPLIES		112.00
I-659044		HAND SOAP	34.00				
4/01/2020	AP-US	DUE: 5/25/2020 DISC: 4/11/2020	0.34CR	1099: N			
		HAND SOAP		01 5-05-795	SUPPLIES		34.00
I-659174		METER PEANUTS	148.20				
4/07/2020	AP-US	DUE: 5/25/2020 DISC: 4/17/2020	1.48CR	1099: N			
		METER PEANUTS		02 5-00-795	SUPPLIES		148.20
I-659175		SPRAY BOTTLES	6.60				
4/07/2020	AP-US	DUE: 5/25/2020 DISC: 4/17/2020	0.07CR	1099: N			
		SPRAY BOTTLES		01 5-05-795	SUPPLIES		6.60
		=== VENDOR TOTALS ===	300.80				

=====							
01-0428	XEROX CORPORATION						
I-099965675		COPIER 7970 LEASE MARCH 2020	432.65				
4/05/2020	AP-US	DUE: 4/05/2020 DISC: 4/05/2020		1099: N			
		COPIER 7970 LEASE MARCH 2020		01 5-01-721	COPIER/PRINTER		138.56
		COPIER 7970 LEASE MARCH 2020		01 5-02-721	COPIER/PRINTER		77.76
		COPIER 7970 LEASE MARCH 2020		01 5-05-721	COPIER/PRINTER		21.57
		COPIER 7970 LEASE MARCH 2020		01 5-07-721	COPIER/PRINTER		134.04
		COPIER 7970 LEASE MARCH 2020		02 5-00-721	COPIER/PRINTER		30.41
		COPIER 7970 LEASE MARCH 2020		05 5-00-721	COPIER/PRINTER		30.31
I-099965676		COPIER 7845 LEASE MARCH 2020	224.33				
4/05/2020	AP-US	DUE: 4/05/2020 DISC: 4/05/2020		1099: N			
		COPIER 7845 LEASE MARCH 2020		01 5-01-721	COPIER/PRINTER		71.85
		COPIER 7845 LEASE MARCH 2020		01 5-02-721	COPIER/PRINTER		40.32
		COPIER 7845 LEASE MARCH 2020		01 5-05-721	COPIER/PRINTER		11.18
		COPIER 7845 LEASE MARCH 2020		01 5-07-721	COPIER/PRINTER		69.50
		COPIER 7845 LEASE MARCH 2020		02 5-00-721	COPIER/PRINTER		15.77
		COPIER 7845 LEASE MARCH 2020		05 5-00-721	COPIER/PRINTER		15.71
		=== VENDOR TOTALS ===	656.98				
		=== PACKET TOTALS ===	37,696.30				

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Urban Forestry Board Application

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



Applicant Information

Name: Moyer William DAVE
(Last) (First) (I go by...)

Address: P.O. Box 147 Sisters OR 97759
Street, P.O. Box City State Zip Code

Telephone Number:
Home phone Cell Work phone

E-mail Address:

Occupation: Retired

Board Questionnaire

1. Do you reside within the city limits of Sisters? Yes No
2. Do you reside within the Sisters School District boundary? Yes No

3. Please Check all that apply:

- Member of land development community
- Member of the green industry
- Knowledge of urban forestry or arboriculture practices
- Representative of the Sisters business community
- Citizen with an interest in urban forestry and/or arboriculture

RECEIVED

MAR 12 2020

CITY OF SISTERS

4. Statement indicating reason you would like to serve on this Urban Forestry Board:

Currently Chairman of the UFB. Would like to continue
on board. Forestry was my profession for 42yrs with
the U.S. Forest Service here on the Sisters Ranger.

5. Special skills, interests, and hobbies that you believe would bring special value to your ability to serve on this board:

Knowledge of fire fighting both Wildland & Structural.
Hobbies are Hunting & Fishing

6. How did you hear about this position? UFB meeting.

Other Volunteer Board, Committee, Commission Experience

Organization 1: Sisters - Camp Sherman RFD Vol 541-549-0771
Name Type Telephone Number
301 S Elm St Sisters, OR 97759 2/1972 Active
Address Start Date End Date

Role: Volunteer Captain

If you are still serving in this capacity, do you foresee any conflicts between this board and the position you currently hold? Yes No

Organization 2: Shepherd of the Hills Lutheran Church Vol
Name Type Telephone Number
Fir St. Sisters OR 1-2014 Active
Address Start Date End Date

Role: Board Member

If you are still serving in this capacity, do you foresee any conflicts between this board and the position you currently hold? Yes No

Organization 3: Sisters Budget Committee Vol 541-549-6022
Name Type Telephone Number
 5/2017
Address Start Date End Date

Role: Committee Member Chairman budget Comm. 2019

If you are still serving in this capacity, do you foresee any conflicts between this board and the position you currently hold? Yes No

References

Ray Hennings Sisters, OR 541-549-3071
Tim Roth Sisters, OR 971-235-3884
Steve Allely Sisters, OR 549-549-7311

My signature affirms that the information in this application is true to the best of my knowledge. I understand that misrepresentation and/or omission of facts are cause for removal from any advisory board, committee or commission I may be appointed to. All information/documentation related to service on this board is subject to public record disclosure.

Signature: William D Meyer Date: 3/11/2019

Please return this application to the City of Sisters, 520 E. Cascade Avenue, P. O. Box 39, Sisters, OR. 97759.
For more information, please call the City Recorder, (541) 323-5213.

Urban Forestry Board Application

CITY OF SISTERS



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

MAR 18 2020

RECEIVED

Applicant Information

Name: BURKE PATRICK _____
(Last) (First) (I go by...)

Address: _____ SISTERS OR 97759
Street, P.O. Box City State Zip Code

Home phone _____

Work phone _____

E-mail Address: pat.burke20@gmail.com

Occupation: Fire Medic / Self

Board Questionnaire

1. Do you reside within the city limits of Sisters? Yes No

2. Do you reside within the Sisters School District boundary? Yes No

3. Please Check all that apply:

- Member of land development community
- Member of the green industry
- Knowledge of urban forestry or arboriculture practices
- Representative of the Sisters business community
- Citizen with an interest in urban forestry and/or arboriculture

4. Statement indicating reason you would like to serve on this Urban Forestry Board:

Currently serve => would like to continue

5. Special skills, interests, and hobbies that you believe would bring special value to your ability to serve on this board:

6. How did you hear about this position? _____

Other Volunteer Board, Committee, Commission Experience

Organization 1: _____
Name *Type* *Telephone Number*

Address *Start Date* *End Date*

Role: _____

If you are still serving in this capacity, do you foresee any conflicts between this board and the position you currently hold? Yes No

Organization 2: _____
Name *Type* *Telephone Number*

Address *Start Date* *End Date*

Role: _____

If you are still serving in this capacity, do you foresee any conflicts between this board and the position you currently hold? Yes No

Organization 3: _____
Name *Type* *Telephone Number*

Address *Start Date* *End Date*

Role: _____

If you are still serving in this capacity, do you foresee any conflicts between this board and the position you currently hold? Yes No

References

My signature affirms that the information in this application is true to the best of my knowledge. I understand that misrepresentation and/or omission of facts are cause for removal from any advisory board, committee or commission I may be appointed to. All information/documentation related to service on this board is subject to public record disclosure.

Signature:  _____

Date: 3/17/2020

Please return this application to the City of Sisters, 520 E. Cascade Avenue, P. O. Box 39, Sisters, OR . 97759.
For more information, please call the City Recorder, (541) 323-5213.

Urban Forestry Board Application

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



Applicant Information

Name: Peck Clemmer Marcus
(Last) (First) (I go by...)

Address: P/O Box 298 Sisters OR 97759
Street, P.O. Box City State Zip Code

Telephone Number: 541-312-9100 Home phone Work phone

E-mail Address: gignof@sisters.net

Occupation: Self

Board Questionnaire

1. Do you reside within the city limits of Sisters? Yes No
2. Do you reside within the Sisters School District boundary? Yes No
3. Please Check all that apply:
 - Member of land development community
 - Member of the green industry
 - Knowledge of urban forestry or arboriculture practices
 - Representative of the Sisters business community
 - Citizen with an interest in urban forestry and/or arboriculture

4. Statement indicating reason you would like to serve on this Urban Forestry Board:

Returning

5. Special skills, interests, and hobbies that you believe would bring special value to your ability to serve on this board:

6. How did you hear about this position? _____

Other Volunteer Board, Committee, Commission Experience

Organization 1: _____
Name Type Telephone Number

Address Start Date End Date

Role: _____

If you are still serving in this capacity, do you foresee any conflicts between this board and the position you currently hold? Yes No

Organization 2: _____
Name Type Telephone Number

Address Start Date End Date

Role: _____

If you are still serving in this capacity, do you foresee any conflicts between this board and the position you currently hold? Yes No

Organization 3: _____
Name Type Telephone Number

Address Start Date End Date

Role: _____

If you are still serving in this capacity, do you foresee any conflicts between this board and the position you currently hold? Yes No

References

My signature affirms that the information in this application is true to the best of my knowledge. I understand that misrepresentation and/or omission of facts are cause for removal from any advisory board, committee or commission I may be appointed to. All information/documentation related to service on this board is subject to public record disclosure.

Signature: Mary Lee

Date: 4/14/2020

Please return this application to the City of Sisters, 520 E. Cascade Avenue, P. O. Box 39, Sisters, OR. 97759.
For more information, please call the City Recorder, (541) 323-5213.



Agenda Item Summary

Meeting Date: April 22, 2020

Staff: J. O'Neill

Type: Regular Meeting

Dept.: Finance

Subject: COIC Transportation Services agreement and 5310 Grant for Cascades East Transit Program

Action Requested: Discussion and consideration of a Motion to Approve an agreement with Central Oregon Intergovernmental Council (COIC) for transportation services and an agreement with the Oregon Department of Transportation (ODOT) for grant funds for the Cascade East Transit Program (CET).

Background:

Last July, local municipalities (including the City of Sisters) that receive grant funds for CET services within their boundaries participated in an ODOT compliance review to assure conformity with not only ODOT rules and regulations but also Federal Transportation Administration (FTA) rules and regulations.

Currently, COIC acts as the contractor to provide the CET services to the region and administers the 5310 grant funds associated with the services. One of the action items resulting from this compliance review was the requirement to competitively procure the transportation services currently provided by COIC, a practice that has not been conducted in the past.

In the spirit of efficiency, local municipalities coordinated a joint cooperative procurement for transportation services in order to conform with the FTA regulations. COIC was selected as the contractor through this process and the Transportation Services Agreement formalizes that relationship.

In addition to the Transportation Services Agreement, staff is requesting approval of the 5310-grant program that provides funds from ODOT for the CET program. The 5310 Grant program is administered for the City of Sisters by Central Oregon Intergovernmental Council (COIC) and is used to fund the Cascade East Transit Program. The Agreement will be effective July 1, 2019 thru June 30, 2021. Matching funds for the City will be \$6,600 over the next two fiscal years. Payment to COIC for CET program services will be \$64,266, State reimbursement in grant funds will be \$57,666.

Financial Impact: \$3,300 per year for the next two fiscal years. These funds have been included in the FY 2019/2020 budget.

Attachments:

Transportation Services Agreement
5310 Funding Agreement

PUBLIC TRANSPORTATION SERVICES AGREEMENT

This Public Transportation Services Agreement (this "Agreement") is dated March 11, 2020, but made effective for all purposes as of January 1, 2020 (the "Effective Date"), and is entered into between City of Sisters ("City"), an Oregon municipal corporation, whose address is 520 East Cascade Avenue, PO Box 39, Sisters, Oregon 97759, and Central Oregon Intergovernmental Council ("Contractor"), an Oregon intergovernmental entity organized under ORS Chapter 190, whose address is 334 NE Hawthorne Avenue, Bend, Oregon 97701.

RECITAL:

A. City desires to contract with Contractor to perform certain public transportation and related services for and on behalf of City. City's payment for the public transportation and related services will be funded with Federal Transit Administration Section 5310 funds obtained through the Oregon Department of Transportation ("ODOT") and City's required local match funds. City's receipt of the grant funds, and payment for the public transportation and related services, is subject to the terms and conditions contained in that certain Rail and Public Transit Division Oregon Department of Transportation Agreement No.: 33559 dated effective July 1, 2019 between City and State of Oregon, acting by and through ODOT (the "Grant Contract").

B. Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services (as defined below) for and on behalf of City.

AGREEMENT:

NOW, THEREFORE, in consideration of the parties' mutual 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:

1. Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following public transportation services for and on behalf of City (collectively, the "Services"): (a) those public transportation services identified in the attached Schedule 1.1; (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services identified in the attached Schedule 1.1; and (c) such other public transportation and related services requested by City from time to time. Contractor will (x) consult with and advise City on all matters concerning the Services reasonably requested by City, (y) communicate all matters and information concerning the Services to City's Finance Director ("Director") (or his or her designee) and perform the Services under the general direction of the Director (or his or her designee), and (z) devote such time and attention to the performance of the Services as necessary or appropriate to perform the Services in accordance with this Agreement. Contractor 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 provided by Contractor under this Agreement.

1.2 Schedule. Contractor will provide the Services commencing on the Effective Date. Contractor will perform the Services expeditiously, in a timely manner, and in accordance with this Agreement.

1.3 Independent Contractor; Taxes; Licenses. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor is 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. City will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor's performance of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. Contractor is solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and

Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

1.4 Condition Precedent; Conflict. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on (a) Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 3.5, and (b) City's receipt of sufficient grant funds under the Grant Contract to pay for Contractor's services under this Agreement. This Agreement is made subject to the terms and conditions contained in the Grant Contract. If a conflict should arise between this Agreement and the Grant Contract, the terms of the Grant Contract will control.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor's timely performance of the Services in accordance with this Agreement, City will pay Contractor an annual fixed fee in the amounts identified in the attached Schedule 2.1. Each annual fixed fee will be paid in equal quarterly installments. Contractor will submit quarterly invoices to City concerning the Services performed by Contractor during the immediately preceding quarter (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor; (b) the applicable fee(s) for performing the Services; and (c) all other information reasonably requested by City. City will pay the amount due under each Invoice within 30 days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by Contractor as full compensation for performing the subject Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City in any given fiscal year under this Agreement will not exceed the applicable fixed fee set forth in the attached Schedule 2.1.

2.2 Reimbursement Requests; Quarterly Reports. City will complete and submit quarterly grant reimbursement requests (the "Reimbursement Request(s)") to ODOT. City will report quarterly performance achievements, including anticipated performance achievements for the upcoming quarter, via City's completion and submission of the Agency Periodic Reports through ODOT's Oregon Public Transit Information System (the "Periodic Report(s)"). Contractor will assist City with City's timely completion and submission of the Reimbursement Requests, Periodic Reports, and all other submissions required under the Grant Contract.

2.3 No Benefits; No Reimbursement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

3. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

3.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable Oregon law. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

3.2 Grant Contract. Prior to the Effective Date, (a) Contractor had the opportunity to review (and has reviewed) the Grant Contract and all Laws (as defined below), and (b) Contractor had the opportunity to ask questions and receive answers concerning the Grant Contract. Contractor obtained all information Contractor deems necessary or appropriate to evaluate the Grant Contract and this Agreement. Contractor will timely pay and perform all obligations applicable to Contractor under the Grant Contract (which City is required to pass-through to Contractor under the Grant Contract), including, without limitation, (x) Contractor's record retention and access obligations under Section 8, (y) submission to audit obligations under Section 8 (if applicable), and (z) insurance and indemnification obligations under Section 9. Contractor will assist City with City's performance of City's obligations under the Grant Contract.

3.3 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently and without delay, in good faith, in a safe, lawful, and professional manner, and in accordance with this Agreement and the Grant Contract. The Services will be performed subject to and in accordance with the Laws. Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay.

3.4 Insurance.

3.4.1 During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance required under this Agreement and/or applicable laws and regulations, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000 per occurrence, \$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 Contractor in connection with Contractor's performance of the Services with limits of no less than \$1,000,000 per occurrence, \$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 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 Contractor is required to obtain under this Agreement may not be cancelled without 10 days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Contractor will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Contractor is required to obtain under this Agreement upon Contractor's execution of this Agreement and at any other time requested by City. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Contractor immediately upon City's demand.

3.4.2 Without otherwise limiting or modifying Contractor's insurance obligations under Section 3.4.1, in accordance with the Grant Contract, Contractor will obtain and maintain the insurance identified in the attached Exhibit A. Notwithstanding anything contained in this Agreement to the contrary, City may increase the minimum levels of insurance Contractor is required to obtain and maintain under this Agreement after providing Contractor 90 days' prior written notice of the insurance increase.

3.5 Compliance With Laws. Contractor will perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from City. The Services will be performed subject to and in accordance with all applicable requirements, including, without limitation, all rules, regulations, and/or requirements arising out of or under the Grant Contract. 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

Contractor, this Agreement, the Grant Contract, and/or the Services, including, without limitation, all federal, state, and local laws, regulations, and ordinances identified under the Grant Contract and/or applicable to the provision of transit services and 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, and/or promulgated.

3.6 Indemnification.

3.6.1 Contractor will defend, indemnify, save, and hold City and each present and future City employee, officer, agent, and representative (individually and collectively, "City Representative(s)"), 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, whether directly or indirectly, the following: (a) damage, injury, and/or death to person or property caused by Contractor's acts and/or omissions (and/or the acts and/or omissions of Contractor's directors, officers, employees, agents, representatives, consultants, and/or contractors (individually and collectively, "Contractor Representative(s)"); (b) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; (c) Contractor's (and/or Contractor's Representatives) performance of the Services; and/or (d) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 3.6.1 will survive the termination of this Agreement.

3.6.2 Contractor will defend, indemnify, save, and hold State of Oregon ("State") and its officers, employees, and agents harmless for, from, and against all claims, actions, liabilities, damages, losses, and/or expenses, including, without limitation, attorney fees and costs, arising from a tort, as now or hereafter defined in ORS 30.260, caused, and/or alleged to be caused, in whole or in part, by Contractor's negligent or willful acts or omissions (and/or Contractor's Representatives) (individually and collectively, "Claims"). State will, in all instances, except for Claims arising solely from State's negligent or willful acts or omissions, be indemnified by Contractor from and against all Claims. Contractor will not defend any Claim in the name of State (or any State agency), nor purport to act as State's legal representative (or any State agency) without the prior written consent of the Oregon Attorney General. State may, at any time at its election, assume its own defense and settlement if State determines that Contractor is prohibited from defending State or that Contractor is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Contractor if State elects to assume its own defense. Contractor's indemnification obligations provided in this Section 3.6.2 will survive the termination of this Agreement.

3.7 Assignment of Studies and Reports. Contractor will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or the termination of this Agreement. All copies of the materials provided to City will become the property of City who may use them without Contractor's permission. Contractor will defend all suits or claims for infringement of patent, trademark, and/or copyright for which Contractor is responsible (including, without limitation, any claims which may be brought against City), and Contractor will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

3.8 Records. Contractor will maintain complete and accurate records concerning all Services performed and all documents produced under this Agreement for a period of five years after the termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services will be made available to City for inspection, copying, and/or audit immediately upon City's request.

4 Term; Termination.

4.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until December 31, 2021, unless sooner terminated as provided in this Agreement. This Agreement may be renewed for two additional consecutive terms of two years each (for a total cumulative maximum term of six years) upon the parties' mutual written agreement; provided, however, City makes no representations, guarantees, commitments, and/or promises to extend the term of the Agreement after the initial two-year term. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and Contractor, and/or (b) by City for convenience and without cause by providing 30 days' prior written notice of such termination to Contractor.

4.2 Termination For Cause. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following "for cause" events: (a) Contractor engages in any form of dishonesty or conduct that reflects adversely on City's reputation or operations; (b) Contractor fails to comply with any Law; (c) problems occur in connection with Contractor's performance of the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any "for cause" event has occurred will be made by City in City's sole discretion.

4.3 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Contractor will deliver to City all materials and documentation related to or concerning the Services. Termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action a party may have against the other party.

5. Miscellaneous.

5.1 Severability; Assignment; Binding Effect. 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. Contractor will not assign this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

5.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, 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. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

5.3 Governing Law; Venue; Remedies. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction

governing this Agreement. 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. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue 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.

5.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. If any provisions contained in an attached exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the provisions of this Agreement will control. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of 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.

5.5 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 City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all other oral or written negotiations, discussions, representations, and/or agreements. Contractor has not relied on any City promises, statements, representations, and/or warranties except as set forth expressly in this Agreement.

5.6 Person; Interpretation; Execution. 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. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument.

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

CONTRACTOR:

Central Oregon Intergovernmental Council,
an Oregon intergovernmental entity organized under
ORS Chapter 190

By: Cory Misley, City Manager

By: Tammy Baney, Executive Director

Federal Tax Id. No.: _____

Federal Tax Id. No.: 93-0620261

Schedule 1.1
Description of Services

In addition to all other Services provided under this Agreement, Contractor will perform the following Services for and on behalf of City:

1. Contractor will provide those transit services identified under the Grant Contract. Contractor will provide demand responsive general public transportation for City within City's boundaries depicted and identified in the Sisters Rural Dial-A-Ride Service Area Map attached hereto as Exhibit D. The public transportation service is demand-response. Passengers are picked up at their origin and dropped off at their destination. Demand responsive services will be provided Tuesday from 9:30 a.m. to 10:30 a.m. and from 1:00 p.m. to 2:00 p.m., the parties' agree otherwise in writing.

2. Contractor will transfer passengers via the Community Connector shuttle to Redmond and Bend (and from there to La Pine, Madras, or Prineville). The shuttle operates Monday through Friday with three roundtrips to Redmond (Route 28) per day and three round-trips to Bend (Route 29) per day.

3. Contractor will provide and maintain all vehicles required to provide the Services in good operable repair and safe condition and accordance with state and federal asset management requirements.

4. Contractor will provide buses which are wheelchair-equipped. All established bus stops must be ADA-complaint.

5. Contractor will work with local agencies - including the Opportunity Foundation of Central Oregon, Redmond Proficiency Academy, St. Charles Health System, Central Oregon Community College, Deschutes Public Library, Housing Works, the senior center, the Central Oregon Coalition for Access, and High Desert Advocates - to ensure that Services are meeting priority needs.

6. Subject to the terms and conditions contained in this Agreement, Contractor will provide the Services in a manner consistent with COIC's Human Services Transportation Coordination Plan adopted in 2018 and Cascade East Transit's 2040 Transit Master Plan (adoption pending summer 2020), which will help guide future investment in elderly, disabled, and low-income transportation and potential boundary adjustments as City's population growth changes.

7. Contractor will provide an outreach and marketing program to support the Services, including, without limitation, development and maintenance of a website outlining the Services. The website will provide service notifications, information about required policies and programs, information about filing public comments or complaints, and other information as directed by City from time to time.

8. All other public transportation services identified in that certain City of Madras Request for Proposals – Public Transportation Services dated October 15, 2019.

Schedule 2.1
Fee Schedule

Subject to the terms and conditions contained in this Agreement, City will pay Contractor the following compensation in consideration of Contractor's performance of the Services in accordance with this Agreement:

Fiscal Year	Annual Compensation
2019/2020	\$32,133
2020/2021	\$32,133
2021/2022	\$33,739
2022/2023	\$35,426
2023/2024	\$37,197
2024/2025	\$39,057

Exhibit A
Insurance Requirements

In addition to all other insurance required to be maintained by Contractor under this Agreement, Contractor will obtain and maintain the minimum insurance required under Section 9 and Exhibit C of the Grant Contract, including, without limitation, the following:

1. Workers' Compensation Insurance. Contractor will maintain workers' compensation insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined under ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of no less than \$500,000 must be included.

2. Commercial General Liability Insurance. Contractor will maintain commercial generality liability insurance covering bodily injury, death, and property damage in form and with coverages that are satisfactory to State. This insurance will include personal injury liability, products, and completed operations. Coverage will be written on an occurrence form basis, with no less than the following amounts as determined by State:

2.1 Bodily Injury, Death, and Property Damage: \$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

2.2 Automobile Liability Insurance: Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the commercial general liability insurance (with separate limits for "commercial general liability" and "automobile liability"). Automobile liability insurance must be no less than \$1,000,000 per occurrence (all claimants for claims arising out of a single accident or occurrence).

3. Additional Insured. The commercial general liability insurance and automobile liability insurance must include State and State's Representatives as additional insureds but only with respect to the Services performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

4. Tail Coverage. If any required insurance policies is on a "claims made" basis, such as professional liability insurance, Contractor will maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the Effective Date, for a minimum of 24 months following the later of (a) Contractor's completion of the Services, or (b) expiration of all warranty periods, if any, provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Contractor will maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

5. Notice of Cancellation or Change; Certificates of Insurance. Contractor must provide 30 days' written notice to City before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). Contractor will provide City certificate(s) of insurance and endorsements for all required insurance before Contractor performs any Services. Certificate(s) and endorsement(s) must specify (a) all entities and individuals who are endorsed on the policy as additional insureds, and (b) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Exhibit B
Certifications and Assurances

1. Contractor will comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

2. Contractor will comply with all applicable requirements included in the Master Agreement signed and attested by State (the "Master Agreement"). The Master Agreement is incorporated by this reference and made part of this Agreement. The Master Agreement is available upon request from State by calling (503) 986-3300 or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered under this Agreement:

2.1 Contractor will comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Contractor will not exclude any person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Contractor will report to City and State on at least an annual basis any active lawsuits or complaints, including dates, summary of allegation, and status of lawsuit or complaint, including whether the parties entered into a consent decree.

2.2 Contractor will comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.

2.3 Contractor will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor will take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. Contractor's DBE program, if applicable, as required under 49 CFR part 26 and as approved by USDOT, is incorporated by reference into this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms will be treated as a violation of this Agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

2.4 Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor will carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Contractor's failure to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as City deems appropriate.

3. By executing this Agreement, Contractor certifies to State and City that Contractor has not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement, and/or any other federal award and/or the extension, continuation, renewal, amendment, and/or modification of any federal contract, grant, loan, cooperative agreement, and/or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Services, Contractor will complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure.

Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

Exhibit C

Oregon Public Transit Information System

Information required by 2 CFR 200.331(a), may be accessed at [www.oregon.gov/odot/pt/Oregon Public Transit Information System \(OPTIS\)](http://www.oregon.gov/odot/pt/Oregon%20Public%20Transit%20Information%20System), as the information becomes available.

Exhibit D
Sisters Service Area Map

SISTERS RURAL DIAL-A-RIDE SERVICE AREA MAP

Tuesdays only | 9:30am - 10:30am & 1:00pm - 2:00pm



RAIL AND PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **City of Sisters**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2019** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2021** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit D; Exhibit E; this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$64,265.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$57,665.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
- i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other

hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth

on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- l. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of

this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

City of Sisters, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Joseph ONeill
PO Box 39
Sisters, OR 97759
1 (541) 323-5222
joneill@ci.sisters.or.us

State Contact:

Theresa Conley
555 13th Street NE
Salem, OR 97301-4179
1 (541) 388-6250
theresa.l.conley@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Theresa Conley

Date _____ 06/12/2019

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5310 City of Sisters 33559				
<i>Purchased Service</i>				
Item #1: Contracted Service (5310 only)				
	Total	Grant Amount	Local Match	Match Type(s)
	\$64,265.00	\$57,665.00	\$6,600.00	Local
Sub Total	\$64,265.00	\$57,665.00	\$6,600.00	
Grand Total	\$64,265.00	\$57,665.00	\$6,600.00	

● **1. PROJECT DESCRIPTION**

Provide funding to purchase service to provide public transportation to seniors and individuals with disabilities, and the general public, in the City of Sisters and Deschutes County, Oregon. This project will also provide funding to support the administrative costs required to manage the service contract.

2. PROJECT DELIVERABLES and PERFORMANCE MEASURES

The contracted service will be provided by a contractor or pass-through subrecipient selected by Recipient, and will be designed to benefit seniors and individuals with disabilities, and may also be made available to the general public.

The service, schedule, days, hours, and service type will be designed to meet the needs of seniors and individuals with disabilities as determined by Recipient in consultation with the operator of service, the affected community members, and stakeholders identified by Recipient.

Services will be provided in accordance with the locally adopted Coordinated Public Transit Human Services Transportation Plan (Coordinated Plan). Recipient and contractor or pass-through subrecipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services. Coordinated service may be made available to a variety of potential users, including the general public.

Recipient may amend the service design at any time in accordance with local demand, funding issues, changes in the Coordinated Plan, or other situations that require service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Recipient will market the services.

Recipient will oversee and monitor the services and performance of the contractor or pass-through subrecipient.

A ridership goal is established for this project as follows:

*Total unduplicated rider projection: 50
 Total ridership delivered projection: 17,000*

Ridership is defined as the actual or estimated one-way passenger trips provided to seniors and individuals with disabilities. A passenger trip is a unit of service counted each time a passenger enters a vehicle, is transported, then exits the vehicle. Each unique destination constitutes a passenger trip.

3. PROJECT ACCOUNTING, MATCHING FUNDING and SPENDING PLAN

This Agreement covers contracted public transportation provision, as defined under the 49 USC § 5310 program, as described in Circular 9070.1G, Section III-14-e.

Generally accepted accounting principles and the Recipient's accounting system determine those costs that are to be accounted for as gross operating expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. The service provider may use capital equipment funded under USDOT- or State-source agreements when performing services rendered through a contract or subagreement funded by this Agreement. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Sources of funding that may be used as matching funding for this Agreement include Special Transportation Formula Funds, other local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract revenue from fares, tickets and passes whether pre-paid or post-paid, from the gross operating expense of the service. Administrative expenses incurred by the contractor or pass-through subrecipient are reimbursable as operating expenses. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses.

Recipient may not use assets acquired under this Agreement to compete unfairly with the private sector.

4. REPORTING and/or INVOICING REQUIREMENTS

Recipient will provide evidence of purchased or contracted service through standard invoicing including an itemization of expenses. Recipient shall submit invoices or comparable documentation when requesting reimbursement for services purchased from a second party.

Invoices must:

- i. Be legible*
- ii. Match the amount requested for reimbursement*
- iii. Include a description of the service (hours, rate, and quantity)*
- iv. Include date(s) of the service*
- v. Include the agency providing the service*

If the service provider also performs preventive maintenance, dispatching, and/or other services, these costs should be itemized separately on the same invoice unless these activities are included in the same hourly or other rate established by the contract between the service provider and vendor.

Recipient shall report quarterly performance achievements using the narrative section of the Agency Periodic Report, and include anticipated performance achievements for the upcoming quarter.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
49 U.S.C. 5310	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.513 (5310)	\$57,665.00

Administered By Rail and Public Transit Division 555 13th Street NE Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the Recipient's activities to be performed under this Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of: (i) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement . The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The contractor, subrecipient, or subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor, subrecipient, or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Recipient deems appropriate.

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

AFFORDABLE HOUSING PROGRAM- APPLICATION REVIEW

Each application must contain all information and documentation city may require, including, without limitation, the following:

- The date of the application and the applicant's name, address, contact information, and the signature of the applicant's authorized representative.
- A description of the proposed project, including, without limitation, the type of housing,
 - the proposed project location (i.e., identification of the real property of which the proposed project concerns),
 - a timeline for project completion,
 - additional information city deems necessary or appropriate to demonstrate that the proposed project will satisfy the eligibility requirements of a qualified project.
- The amount of program funds requested and the purposes for which the program funds will be used (including, without limitation, identification of all eligible qualified expenses).
- The project pro forma, including, without limitation,
 - identification of funding sources to be used in connection with the proposed project.
 - Applications must include evidence that all other funding commitments (e.g., conventional construction and permanent loans, subsidies and loans, and/or low-income housing tax credits) have been, or are anticipated will be, obtained.
 - If applications to other funding programs are due after submission of the program application, the applicant will submit documentation that the proposed financing structure is expected to meet other source requirements and the timeline for applying and receiving award notification from other funders.
 - If requested by the administrator, the applicant will provide a copy of the application to be submitted to other funding sources.
- Certification that the applicant is current on all city accounts. The applicant may not be delinquent on any city accounts (e.g., utility accounts) and all property taxes for the property(ies) identified in the application must be paid at the time of application.
- All other information that the administrator deems necessary and/or appropriate to enable city to review the application and determine eligibility for the program funds.

AFFORDABLE HOUSING PROGRAM- APPLICATION REVIEW

Preliminary Review: Each application will be reviewed and processed by the administrator in order of receipt. The administrator will perform a preliminary review of each application and conduct whatever investigation the administrator deems necessary or appropriate to determine whether the application is complete, the statements made therein are true and accurate, and whether the application complies with this chapter. City reserves the right to request additional documentation and information as needed. If, after a preliminary review, the administrator determines that the application does not include all required materials and/or information, the administrator will return the application and notify the applicant, in writing, of the deficiencies. If, after a preliminary review, the administrator determines the application is complete, the administrator will forward the application to council for review and evaluation along with the administrator's recommendations.

Evaluation: Criteria. Applications will be evaluated by council to determine whether to approve the application and award program funds (or any portion of program funds requested) or deny the application. The council may request additional documentation and/or information to render a decision on an application. The council may approve, approve with conditions, or deny an application. Applications (and the amount of funds provided) will be evaluated on criteria, including, without limitation, the following:

(a) Qualified Expenses. Applications will list specific qualified expenses for which the program funds are sought. City may give priority to certain types of expenses, including, without limitation, requests for program funds to assist with land use fees, building permit fees, material and supply costs and expenses, and other fees, costs, and expenses arising out of the construction of a new qualified project. Preference may be given to projects where other public funders have made their maximum award.

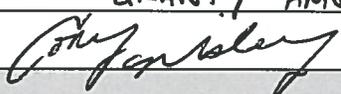
(b) Type of Housing – Needs. City may consider factors relating to the type of housing to be constructed, including, without limitation, whether city is experiencing a shortage of certain types of housing (e.g., multi-family housing), the percentage of units in a project that will be offered as affordable, and/or whether the project addresses city's housing needs as identified in city's housing needs analysis and/or council's then-current housing goals.

(c) Applicant History. City may evaluate whether the applicant has previously received funding under the program and the applicant's compliance with the provisions of this chapter. City may consider the applicant's history of constructing and offering affordable housing in city and/or the region.

AFFORDABLE HOUSING PROGRAM- APPLICATION REVIEW

The council may establish the relative weight (value) of any criteria for purposes of evaluating applications. The administrator will provide the applicant written notice of the council's decision on an application. The council's decision will be final and binding on the date the decision is mailed to the applicant. The decision of the council on any application or given matter will not set any precedent nor bind future council decisions.

CITY OF SISTERS AFFORDABLE HOUSING PROGRAM APPLICATION

APPLICANT INFORMATION		
Applicant Name (including DBA): Sisters Habitat	Telephone No.: 541-549-1193	
Applicant Address: 121 Main St, Sisters OR 97759		
Applicant Email: sharlene@sistershabitat.org	Authorized Agent: Sharlene Weed	
Applicant is (please check the applicable box): <input type="checkbox"/> a housing authority <input checked="" type="checkbox"/> a qualified non-profit organization that constructs affordable housing <input type="checkbox"/> a for-profit developer of affordable housing for low- and moderate-income households		
MAR 01 2020		
Complete the following by attaching separate page(s) to this application: <div style="float: right; border: 1px solid black; padding: 5px; font-weight: bold;">RECEIVED</div>		
1. A description of the proposed project, including, without limitation, the type of housing, the proposed project location (i.e., identification of the real property of which the proposed project concerns), a timeline for project completion, and any additional information to demonstrate that the proposed project will satisfy the eligibility requirements of a "qualified project" under City's Affordable Housing Program (Ordinance No. 495) (the "Program").		
2. The amount of Program funds requested and the purposes for which the Program funds will be used (including, without limitation, identification of all eligible qualified expenses).		
3. The project pro forma, including, without limitation, identification of funding sources to be used in connection with the proposed project. Include evidence that all other funding commitments (e.g., conventional construction and permanent loans, subsidies and loans, and/or low-income housing tax credits) have been, or are anticipated will be, obtained.		
CERTIFICATION		
The undersigned Applicant (or authorized agent) hereby declares under penalty of perjury as follows: (a) Applicant is current on all City of Sisters accounts; (b) Applicant has read and agrees to comply with the Program; and (c) Applicant will enter into all applicable grant, loan, and/or Program documents and comply with all terms and conditions thereof, including, without limitation, the project affordability requirements.		
Applicant Signature: Sharlene Weed	Date: 2/29/20	
FOR CITY USE ONLY		
This application has been submitted to City. Please review the Applicant's information above. If necessary, contact the Applicant for further information. If you require additional space for comments, please attach your comments by separate page to this application.		
Administrator		
Does the Applicant meet the eligibility requirements contained in the Program? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Does the proposed project comply with the Program? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Recommendation – Approve Funding Request: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, please identify the recommended type of award (i.e., grant and/or loan) and award amount(s). GRANT / ~ AMOUNT TBD	Comments:	
Signature: 	Date: 4/16/2020	
Council		
Approve Funding Request: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, complete the "Approved Request" section below.	Comments:	
Mayor's Signature:	Date of Council's Decision:	
Approved Request		
Type(s) of Funding: _____	Funding Amount(s): _____	Affordability Period: _____
Collateral Required? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please attach a separate page containing a description of the collateral.		
Please list any conditions of approval.		



We build strength, stability, self-reliance *and* shelter.

CITY OF SISTERS

March 1, 2020

MAR 01 2020

Dear Sisters City Council,

RECEIVED 1:43pm

Attached is Sisters Habitat for Humanity's application for grant funding through our City's newly established Affordable Housing Program. We appreciate the City's efforts in creating this fund, and the Council's commitment to helping our town provide housing that is affordable to our long term residents and workforce.

Our request to you is to help pay for System Development Charges (SDCs) for Transportation and Parks. We receive HUD Self-Help Opportunity Program (SHOP) grants from the federal government to pay for Water and Sewer charges. We are glad to be able to bring in federal dollars to help our City provide needed infrastructure as it grows.

The City's support will help keep our building costs as low as possible, and allow more families to become homeowners. We want to continue to provide homeownership and sell homes to as many families as possible. We are the only builder in town offering this opportunity to families earning 60% or less of our area median income (AMI).

Please reach out to me with any questions, or clarifications. Thank you for your partnership in helping low-income families in Sisters achieve the dream of homeownership while also building community and hope.

A handwritten signature in black ink that reads "Sharlene Weed".

Sharlene Weed
Executive Director

1. A description of the proposed project, including, without limitation, the type of housing, the proposed project location (i.e., identification of the real property of which the proposed project concerns), a timeline for project completion, and any additional information to demonstrate that the proposed project will satisfy the eligibility requirements of a “qualified project” under City’s Affordable Housing Program (Ordinance No. 495) (the “Program”).

Last year the City provided Sisters Habitat for Humanity grant funding to pay for Parks and transportation SDCs for 9 homes completed in our Village Meadows neighborhood. Thank you!!

This year, we are requesting funds for Parks and Transportation for 3 homes in Village Meadows that are complete or near completion (a refund) and 4 homes that we will start this spring in the ClearPine neighborhood.

The homes are built with volunteer labor and are sold at zero interest to families earning 60% or less area median income for Deschutes County. For a family of 4 that is \$45,900 or below. No other organization or program in Sisters besides Habitat reaches families at these income levels.

The homes are single family or townhouses usually around 900 sq. ft. They are all Energy Star certified. They sold with mortgages up to thirty years. The mortgage payments are made to Habitat, and used to fund the building of more homes. The homes in Clear Pine will be using a land trust model to ensure they remain affordable, even after the original mortgage is satisfied. All homeowners pay property taxes based on market rate, not sales price.

Home addresses are listed below:

1. 302 Desert Rose Loop
2. 303 Desert Rose Loop
3. 313 Desert Rose Loop
4. 1124 Bluebird Street
5. 1116 Bluebird Street
6. 1092 Bluebird Street
7. 1084 Bluebird Street

2. The amount of Program funds requested and the purposes for which the Program funds will be used (including, without limitation, identification of all eligible qualified expenses).

We are requesting a total of \$20,479

\$6,627 (reimbursement) for 3 Village Meadows homes on Desert Rose Loop

\$13,852 to help pay for 4 homes in Clear Pine on Bluebird Street

It is worth noting that the three Village Meadows reimbursements were complete before the increase in the transportation SDC.

3. The project pro forma, including, without limitation, identification of funding sources to be used in connection with the proposed project. Include evidence that all other funding commitments (e.g., conventional construction and permanent loans, subsidies and loans, and/or low-income housing tax credits) have been, or are anticipated will be, obtained.

Below is a project budget that reflects our typical home cost followed by sources of income:

Project Budget:

ITEM	2 BR BUDGET
Appliances	2,500.00
Cabinets	3,000.00
Deck/Patio	1,500.00
Doors	3,000.00
Driveway	700.00
Drywall	5,500.00
Electrical	7,000.00
Electricity	500.00
Flooring	2,000.00
Foundation	3,600.00
Framing	8,100.00
Garage	1,600.00
Gutters	400.00
Heating/Ducting	4,700.00
Insulation	5,000.00
Landscape	500.00
Painting	1,600.00
Permits & Fees	15,000.00
Plumbing	7,200.00
Roof	5,500.00
Roof Truss	4,300.00
Sanitation	400.00
Siding	4,300.00
Site Prep	1,800.00
Trim	1,500.00
Water/Sewer	250.00
Windows	1,600.00
Total Construction:	\$93,050.00
5% Admin Fee	\$4,652.50
Land	\$58,000.00
TOTAL:	\$155,702.50

Sources of income:

Secured	
State LIFT Program	\$58,000
Self Help Opportunity Program (SHOP) Grant funds	\$9,000
Fund for Humanity (mortgage payment income)	\$25,000
Personal Donations	\$25,700
Thrift Store Proceeds	\$12,000
ReStore Proceeds	\$10,000
Anticipated	
City of Sisters	\$3,000
Habitat for Humanity of Oregon	\$3,000
Various Grants: US Bank, Lowes, Oregon Ass. Of Realtors, etc	\$10,000
Total	\$155,700



Oregon

Kate Brown, Governor

Housing and Community Services

North Mall Office Building

725 Summer St NE Ste B

Salem, OR 97301-1266

PHONE: (503) 986-2000

FAX: (503) 986-2020

TTY: (503) 986-2100

NOTICE OF FUND AVAILABILITY RESERVATION LETTER – LIFT HOMEOWNERSHIP 2018

September 12, 2018

Sisters Habitat for Humanity
Attn: Sharlene Weed
PO Box 238
Sisters, Or 97759

ClearPine, Project #3359

Dear Sharlene :

The State of Oregon, acting by and through its Housing and Community Services Department (“OHCS”), hereby reserves the following Notice of Fund Availability funding source for ClearPine (the “Project”), as follows:

- Up to \$390,000 LIFT Homeownership Funding

Acceptance of Funding Reservation:

The resources detailed above contain pre-funding conditions to be met prior to any grant or loan funding disbursements.

The conditions are a result of statutory requirements, federal regulations and/or OHCS criteria. Generally, the conditions are to be met 30 days prior to any resource funding. If there is concern that any of the conditions will not be met within this timeline, contact me to discuss a later agreed upon time.

Applicant will execute any and all documents required by OHCS Policy and Program Requirements in form and content satisfactory to the Department in its sole discretion.

Applicant is aware that the Department may enact a re-evaluation of the Reservation under the following circumstances:

- failure to reach construction closing within 180 days of the date of this letter; and
- material change that causes the project to not meet minimum qualifications.

As “Loan Officer” I have been assigned to the Project and will be responsible to assist in the completion of the conditions. All requirements, questions, comments and written documentation regarding the conditions are to be directed to me.

Some of the conditions are “informational” and require an “acknowledgement”. Other conditions are “action” items and will require documentation or some form of submission. Each condition is coded on the attached checklist as one or the other. Prior to any funding, it is the combined responsibility of the owner, sponsor and consultant (if

2018 LIFT Homeownership NOFA Reservation Letter

ClearPine, Sisters

Project Number 3359

Page 1 of 10



INITIAL SW

If accepting the terms and conditions of this Reservation Letter, sign below.

AS A PRE-REQUISITE TO FUNDING OF THE CLEARPINE PROJECT, ON BEHALF OF THE ENTITY NAMED IN THE ADDRESS ABOVE, I AGREE TO AND ACCEPT ALL OF THE TERMS AND REQUIREMENTS SET FORTH IN THE ATTACHED DOCUMENTS:

By: Sisters Habitat for Humanity



Signature of Authorized Signer

Sept 26, 2018
Date

Signature of Board Chair or CEO, if different than above

Date

Date February 26, 2020

Affiliate Contact Name Sharlene Weed

Affiliate Name Sisters HFH (OR)

Affiliate Address PO Box 238

Affiliate City, ST & Zip Sisters, OR 97759-0238

Congratulations! We hope you are as excited as we are to present you with this Final Award letter for the Self-Help Homeownership Opportunity Program (SHOP 2018). Upon meeting the environmental requirements on each of the proposed properties, the final award will be \$89,000.00 to assist in the completion of 6 units. The award is based on an average per unit cost \$14,833.33. The final step before releasing funds is to execute the documents listed below.

- Sub-grant Agreement
- Debarment Certification
- Promissory Note
- Non Construction Assurance Form
- Corporate Certificate and Resolution
- Building and Claim Projections
- Lobbying Certification
- ACH deposit and ACH withdrawal

The Sub-grant Agreement, Corporate Certificate and Resolution are based on your total anticipated award; however, your promissory note is based on the properties that have met the environmental requirements. As additional properties receive approval, promissory notes will be issued. Repayment terms begin 24 months after the 1st draw. These terms will be reflected in the promissory note.

With WebGrants, you will have direct access to all the affiliate property information. You are eligible to draw funds on the properties with a release date. Expenditures on items other than land acquisition prior to the release date are not eligible. HFHI will issue claims on the 1st and 15th of each month. To meet this requirement, affiliate's must upload claims 5 business days prior to the 1st or 15th. If the affiliate is committed to 4 or fewer units all funds must be disbursed by January 15, 2021. Affiliates committed to 5 or more units must disburse all funds by January 15, 2022. Affiliates committed to 4 or fewer units must complete and convey 100% of the homes by March 26, 2021. Affiliate's committed to 5 or more units must complete and convey 100% of the homes by March 26, 2022.

We would like to extend our sincere appreciation for your continued cooperation and patience throughout this process.



Sharlene Weed <director@sistershabitat.org>

City Accounts

2 messages

Sharlene Weed <sharlene@sistershabitat.org>
To: kkeeton@ci.sisters.or.us

Fri, Apr 10, 2020 at 4:00 PM

Kim,

As part of our Affordable Housing Grant application Cory has asked that we get Certification" that we are current on all city accounts.

Can you provide that information?

Thanks for your help.

Sharlene

Sharlene Weed

Executive Director, Sisters Habitat for Humanity
141 W. Main Ave., PO Box 238, Sisters, OR 97759
office: 541-549-1193 • fax: 541-549-6695
sharlene@sistershabitat.org • www.sistershabitat.org

 Email_logo_Sisters_Hz_White with blue bkgimage001.jpg
4K

Kim Keeton <KKeeton@ci.sisters.or.us>
To: Sharlene Weed <sharlene@sistershabitat.org>

Fri, Apr 10, 2020 at 4:13 PM

Sharlene,

Here is an account printout for each of the 4 active account. Let me know if this is not enough proof of your account certification.

Thank you,

Kim Keeton

Accounting Technician

City of Sisters | Finance Dept.

PO Box 39 | 520 E. Cascade Ave., Sisters, OR 97759

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
04/07/2020	012094	Payment	174143	3517			
03/31/2020	012072	Bill		2/24- 3/23 04/10	60.35	60.35	0.00
03/05/2020	012029	Payment	173322	3481			60.35
02/28/2020	012008	Bill		1/23- 2/24 03/10	62.35	62.35	0.00
02/06/2020	011962	Payment	172567	3444			62.35
01/31/2020	011944	Bill		12/23- 1/23 02/10	61.35	61.35	0.00
01/09/2020	011896	Payment	171879	3405			61.35
12/31/2019	011876	Bill		11/22-12/23 01/10	61.35	61.35	0.00
12/06/2019	011834	Payment	170994	3361			61.35
11/29/2019	011814	Bill		10/23-11/22 12/10	81.20	81.20	0.00
11/08/2019	011785	Payment	170258	3315			81.20
10/31/2019	011759	Bill		9/23-10/23 11/10	69.35	69.35	0.00
10/11/2019	011718	Payment	169472	3285			69.35
09/30/2019	011690	Bill		8/23- 9/23 10/10	98.35	98.35	0.00
09/09/2019	011640	Payment	168601	3235			98.35
08/30/2019	011621	Bill		7/22- 8/23 09/10	108.35	108.35	0.00
08/05/2019	011558	Payment	167513	3186			108.35
07/30/2019	011546	Bill		6/21- 7/22 08/10	101.35	101.35	0.00
07/12/2019	011518	Payment	167028	3156			101.35
06/28/2019	011491	Bill		5/22- 6/21 07/10	97.60	97.60	0.00
06/07/2019	011449	Payment	165632	3105			97.60
05/31/2019	011422	Bill		4/22- 5/22 06/10	81.60	81.60	0.00
05/06/2019	011384	Payment	164537	3056			81.60
04/30/2019	011365	Bill		3/22- 4/22 05/10	60.60	63.27	0.00
04/11/2019	011329	Payment	164010	3016			63.27
03/29/2019	011302	Bill		2/22- 3/22 04/10	60.60	64.86	2.67
03/11/2019	011259	Payment	163151	2974			67.53
02/28/2019	011231	Bill		1/24- 2/22 03/10	60.60	53.67	6.93
02/11/2019	011195	Payment	162394	2932			60.60
01/31/2019	011169	Bill		12/21- 1/24 02/10	62.60	62.60	0.00
01/11/2019	011138	Payment	161720	2876			62.60
12/31/2018	011108	Bill		11/21-12/21 01/10	61.60	61.60	0.00
12/14/2018	011086	Payment	161021	2818			61.60
11/30/2018	011041	Bill		10/24-11/21 12/10	61.60	61.60	0.00
11/09/2018	011003	Payment	159917	2769			61.60
10/31/2018	010986	Bill		9/24-10/24 11/10	73.60	73.60	0.00
10/05/2018	010928	Payment	158917	2718			73.60
09/28/2018	010910	Bill		8/23- 9/24 10/10	104.60	104.60	0.00
09/10/2018	010854	Payment	158086	2676			104.60
08/31/2018	010838	Bill		7/23- 8/23 09/10	103.60	103.60	0.00
08/10/2018	010795	Payment	157284	2619			103.60
07/31/2018	010771	Bill		6/22- 7/23 08/10	91.60	91.60	0.00
07/09/2018	010720	Payment	156336	2551			91.60
06/29/2018	010699	Bill		5/23- 6/22 07/10	86.50	86.50	0.00
06/11/2018	010662	Payment	155342	2521			86.50
05/31/2018	010646	Bill		4/23- 5/23 06/10	84.50	84.50	0.00
05/07/2018	010590	Payment	154042	2454			84.50
04/30/2018	010575	Bill		3/22- 4/23 05/10	59.50	59.50	0.00
04/12/2018	010549	Payment	153572	2401			59.50
03/30/2018	010523	Bill		2/22- 3/22 04/10	58.50	58.50	0.00
03/19/2018	010502	Payment	152853	2376			58.50
02/28/2018	010459	Bill		1/22- 2/22 03/10	59.50	59.50	0.00
02/06/2018	010424	Payment	151505	2313			59.50
01/31/2018	010406	Bill		12/21- 1/22 02/10	60.95	60.95	0.00
01/08/2018	010351	Payment	150704	2270			60.95
12/29/2017	010336	Bill		11/22-12/21 01/10	99.29	109.29	0.00
12/07/2017	010295	Payment	149817	2234			109.29
12/01/2017	010286	Payment	149671	2214			10.00
						102.59	69.59

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
04/07/2020	012094	Payment	174143	3517			
03/31/2020	012072	Bill		2/24- 3/23 04/10		57.27	0.00
03/05/2020	012029	Payment	173322	3481	57.27		57.27
02/28/2020	012008	Bill		1/23- 2/24 03/10		58.27	0.00
02/06/2020	011962	Payment	172567	3444	58.27		58.27
01/31/2020	011944	Bill		12/23- 1/23 02/10		57.27	0.00
01/09/2020	011896	Payment	171879	3405	57.27		57.27
12/31/2019	011876	Bill		11/22-12/23 01/10		57.27	0.00
12/06/2019	011834	Payment	170994	3361	57.27		57.27
11/29/2019	011814	Bill		10/23-11/22 12/10		78.12	0.00
11/08/2019	011785	Payment	170258	3315	78.12		78.12
10/31/2019	011759	Bill		9/23-10/23 11/10		59.27	0.00
10/11/2019	011718	Payment	169472	3285	59.27		59.27
09/30/2019	011690	Bill		8/23- 9/23 10/10		61.27	0.00
09/09/2019	011640	Payment	168601	3235	61.27		61.27
08/30/2019	011621	Bill		7/22- 8/23 09/10		61.27	0.00
08/05/2019	011558	Payment	167513	3186	61.27		61.27
07/30/2019	011546	Bill		6/21- 7/22 08/10		61.27	0.00
07/12/2019	011518	Payment	167028	3156	61.27		61.27
06/28/2019	011491	Bill		5/22- 6/21 07/10		62.82	0.00
06/07/2019	011449	Payment	165632	3105	62.82		62.82
05/31/2019	011422	Bill		4/22- 5/22 06/10		62.82	0.00
05/06/2019	011384	Payment	164537	3056	62.82		62.82
04/30/2019	011365	Bill		3/22- 4/22 05/10		61.49	0.00
04/11/2019	011329	Payment	164010	3016	58.82		61.49
03/29/2019	011302	Bill		2/22- 3/22 04/10		59.08	2.67
03/11/2019	011259	Payment	163151	2974	54.82		61.75
02/28/2019	011231	Bill		1/24- 2/22 03/10		48.89	6.93
02/11/2019	011195	Payment	162394	2932	55.82		55.82
01/31/2019	011169	Bill		12/21- 1/24 02/10		54.82	0.00
01/11/2019	011138	Payment	161720	2876	54.82		54.82
12/31/2018	011108	Bill		11/21-12/21 01/10		64.82	0.00
12/14/2018	011086	Payment	161021	2818	64.82		64.82
11/30/2018	011041	Bill		10/29-11/21 1ST BILL		71.16	0.00
					71.16		71.16

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
04/07/2020	012094	Payment	174143	3517			
03/31/2020	012072	Bill		2/24- 3/23 04/10		16.77	0.00
03/05/2020	012029	Payment	173322	3481	16.77		16.77
02/28/2020	012008	Bill		1/23- 2/24 03/10		16.77	0.00
02/06/2020	011962	Payment	172567	3444	16.77		16.77
01/31/2020	011944	Bill		1/07- 1/23 1ST BILL		8.91	0.00
					8.91		8.91

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
04/07/2020	012094	Payment	174143	3517			
03/31/2020	012072	Bill		2/24- 3/23 04/10		55.27	0.00
03/05/2020	012029	Payment	173322	3481	55.27		55.27
02/28/2020	012008	Bill		1/23- 2/24 03/10		56.27	0.00
02/06/2020	011962	Payment	172567	3444	56.27		56.27
01/31/2020	011944	Bill		12/23- 1/23 02/10		55.27	0.00
01/09/2020	011896	Payment	171879	3405	55.27		55.27
12/31/2019	011876	Adjustment		APPLY CREDITS		16.77	0.00
12/31/2019	011876	Bill		11/22-12/23 01/10			16.77
12/06/2019	011834	Payment	170994	3361	55.27		16.77
						38.50	38.50C

Kerry Prosser

From: Sharlene Weed <sharlene@sistershabitat.org>
Sent: Friday, April 10, 2020 6:56 PM
To: Cory Miskey; Sharlene Weed; Kerry Prosser
Subject: Re: Affordable Housing Grant Application
Attachments: image001.jpg; LIFT Award 2018.pdf; SHOP Award Letter 2020.pdf; Certification of City Accounts.pdf; Signed affordable housing grant agreement.pdf

Hi Cory,
Just getting back to this. See answers below.

- A timeline for project completion. *You mentioned three of the homes were built and four were going to start this spring. I'd just like clarification that the four homes will be completed this year?

Two homes are now complete and occupied (303 and 313 Desert Rose Loop). One home (302 Desert Rose Loop) will be finished by the end of the summer. The four homes at ClearPine will start as soon as the stay home order is lifted. We estimate that they will be finished by December 2020

- Applications must include evidence that all other funding commitments have been, or are anticipated will be, obtained. *I didn't see any of this documentation. Can you provide documentation for the LIFT funds, SHOP funds, and any other subsidies/tax credits? In my opinion, you do not need to provide evidence of Thrift Store or ReStore proceeds, etc.

Here is an updated chart adding in the "status" column. I will attach award letters for LIFT and SHOP. Mortgage payments, store proceeds and personal donations are a consistent source of funding that is designated toward house building. I'm not sure how to document this. I could send over year end financial reports for the past two or three years? Let me know.

Sources of income:	Amount	Status
State LIFT Program	\$58,000	Awarded
Self Help Opportunity Program (SHOP) Grant funds	\$9,000	Awarded
Fund for Humanity (mortgage payment income)	\$25,000	Awarded
Personal Donations	\$25,700	Awarded
Thrift Store Proceeds	\$12,000	Awarded
ReStore Proceeds	\$10,000	Awarded
City of Sisters	\$3,000	Anticipated
Oregon Association of Realtors, Home Foundation	\$5,000	Anticipated
Habitat Oregon	\$3,000	Anticipated
US Bank	\$5,000	Anticipated
Total	\$155,700	

- Certification that the applicant is current on all city accounts. *You should be able to acquire this by speaking to Julie and/or Joe at the City.

I have attached print outs of our four water accounts that show a zero balance. Please let me know if you need anything else as "certification.

- Security

I'm not sure what we did either and I don't see anything about "security" in the agreement we signed (attached). I'm actually confused by the language.

Thanks Cory!

Let me know if you need anything else.

Have a great weekend.

Sharlene

Sharlene Weed

Executive Director, Sisters Habitat for Humanity
[141 W. Main Ave.](#), PO Box 238, Sisters, OR 97759
office: [541-549-1193](tel:541-549-1193) • fax: [541-549-6695](tel:541-549-6695)
sharlene@sistershabitat.org • www.sistershabitat.org



On Mon, Mar 30, 2020 at 1:45 PM Cory Misley <cmisley@ci.sisters.or.us> wrote:

Sharlene,

I meant to send this email a few weeks ago and then time got away from (I bet you can't guess why, just kidding).

There are a few things I didn't see included in the Sisters Habitat application including:

- A timeline for project completion. *You mentioned three of the homes were built and four were going to start this spring. I'd just like clarification that the four homes will be completed this year?
- Applications must include evidence that all other funding commitments have been, or are anticipated will be, obtained. *I didn't see any of this documentation. Can you provide documentation for the LIFT funds, SHOP funds, and any other subsidies/tax credits? In my opinion, you do not need provide evidence of Thrift Store or ReStore proceeds, etc.
- Certification that the applicant is current on all city accounts. *You should be able to acquire this by speaking to Julie and/or Joe at the City.

Separately, want to remind you of the section in this program around "security". I am straining my brain to think back on when we cleaned up the waivers of SDCs for the other homes on Desert Rose Loop. I will need to look back in my notes.

(3) Security. A recipient must perform all recipient obligations contained under this chapter and all program documents. To this end, a recipient's obligations to city under this chapter and the program documents may, as determined by city in city's sole discretion, be secured and/or evidenced by a deed restriction and/or perfected security interest in the following real and/or personal property (collectively, the "collateral"): (a) the subject project property and all improvements, fixtures, equipment, and other articles of personal property located on and used in connection with the subject project property; (b) all present and future leases, rents, accounts, deposit accounts, general intangibles, and income and revenues of any nature relating to the subject project property; and (c) all products and proceeds of the foregoing. City's security interest in the collateral may, as determine by city in city's sole discretion, be evidenced by, and each recipient will execute and deliver to city (and/or cause any other person to execute and deliver to city), such deed restrictions, trust deeds, security agreements, assignments, Uniform Commercial Code financing statements, certificates of title, subordination agreements, guarantees, and all other documents and/or instruments city may request from time to time (each in form and substance acceptable to city) to evidence, secure, grant, preserve, protect, perfect, and continue the validity and priority of city's security interest in the collateral. The council may, from time to time, prescribe the type of documentation and/or instrument required for purposes of evidencing city's security interest in the collateral. Council may distinguish documentation and/or instrument requirements on the basis of award amount and/or award type.

Please let me know if you have questions. If you can provide me this week with the bullet points I mentioned above, we are planning to have this on the Council agenda next week for their review. Otherwise, it would be on the 4/22 agenda.

Give me a call if you'd like to chat on the matter.

Thanks,

Cory

Cory Misley

City Manager

City of Sisters | City Manager's Office

PO Box 39 | 520 E. Cascade Ave., Sisters, OR 97759

Cell: 541-280-7722 | City Hall: 541-549-6022

cmisley@ci.sisters.or.us | www.ci.sisters.or.us



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Public Records Law. This email is also subject to the City's Public Records Retention Schedule.

City of Sisters

Financial Summary

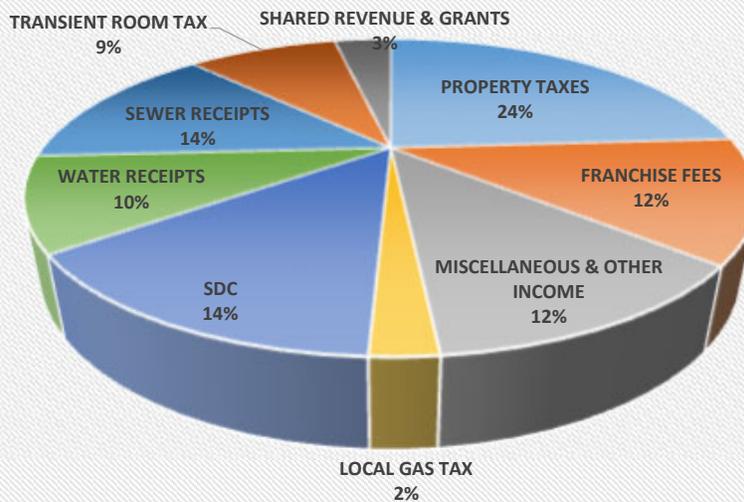
March 2020

Total Resources - Budget to Actual *

As of March, 2020

	Year to Date	FY 19/20 Budget	Budget Remaining	(75% lapsed) % Earned
BEGINNING FUND BALANCE	\$ 11,173,919	\$ 10,459,938	\$ (713,981)	107%
PROPERTY TAXES	1,411,368	1,420,000	8,632	99%
FRANCHISE FEES	731,154	790,609	59,455	92%
MISCELLANEOUS & OTHER INCOME	705,813	738,699	32,886	96%
LOCAL GAS TAX	133,903	170,000	36,097	79%
SDC	818,957	745,000	(73,957)	110%
WATER RECEIPTS	558,120	700,000	141,880	80%
SEWER RECEIPTS	800,988	970,000	169,012	83%
TRANSIENT ROOM TAX	521,852	665,000	143,148	78%
SHARED REVENUE & GRANTS	199,356	316,958	117,601	63%
	<u>\$ 17,055,430</u>	<u>\$ 16,976,204</u>	<u>\$ (79,227)</u>	

RESOURCES BY CATEGORY EXCLUDING INTERFUND TRANSFERS



Financial Highlights - Resources

- Property tax income from the current year has already exceeded annual budgetary figures in both City and URA combined. The property tax revenue for the City is expected to come in very close to budget expectations at year end.
- Franchise / User Fee income is higher than expectations largely due to Park User fee income from online reservations and CEC franchise fees in the Street Fund.
- The Miscellaneous and Other Income lapse rate remains high due to interest income.
- SDC income has continued to exceed expectations as development has been considerably high in the first 3 quarters.
- Water receipts are following the lapse percentage and will likely exceed the budgetary goal as the fiscal year concludes.
- Sewer receipt income remains relatively steady and income should exceed the budget projections for the fiscal year.
- Transient Room tax receipts were exceeding expectations year-to-date, however, as we navigate through the implications of the COVID-19 pandemic we expect quarter 4 to be lower than expected.
- Shared Revenue and Grants carries a low lapse percentage due to the Village Green play structure grant not yet received.

*Excludes Transfers

**FINANCIAL SUMMARY
RESOURCES - BUDGET TO ACTUAL BY FUND**

	Year to Date	FY 19/20 Budget	Budget Remaining	(75% lapsed) % Earned
GENERAL FUND				
BEGINNING FUND BALANCE	\$ 1,552,658	\$ 1,531,374	\$ (21,284)	101%
PROPERTY TAXES	1,134,162	1,145,000	10,838	99%
TRANSIENT ROOM TAX	521,852	665,000	143,148	78%
SHARED REVENUE & GRANTS	109,863	255,145	145,282	43%
FRANCHISE FEES	336,126	361,709	25,583	93%
MISCELLANEOUS & OTHER INCOME	220,899	270,081	49,183	82%
	<u>\$ 3,875,560</u>	<u>\$ 4,228,309</u>	<u>\$ 352,749</u>	<u>92%</u>
WATER FUND				
BEGINNING FUND BALANCE	\$ 1,329,991	\$ 1,317,275	\$ (12,716)	101%
WATER RECEIPTS	558,120	700,000	141,880	80%
MISCELLANEOUS & OTHER INCOME	119,006	94,357	(24,649)	126%
	<u>\$ 2,007,116</u>	<u>\$ 2,111,632</u>	<u>\$ 104,516</u>	<u>95%</u>
STREET FUND				
BEGINNING FUND BALANCE	\$ 840,768	\$ 754,315	\$ (86,453)	111%
FRANCHISE FEES	395,027	428,900	33,873	92%
SHARED REVENUE & GRANTS	-	-	-	-
LOCAL GAS TAX	133,903	170,000	36,097	79%
MISCELLANEOUS & OTHER INCOME	160,724	218,827	58,103	73%
TOTAL TRANSFERS IN	-	-	-	-
GRANTS & PASS THROUGH	89,493	25,000	(64,493)	358%
	<u>\$ 1,619,916</u>	<u>\$ 1,597,042</u>	<u>\$ (22,874)</u>	<u>101%</u>
SEWER FUND				
BEGINNING FUND BALANCE	\$ 1,532,425	\$ 1,205,042	\$ (327,383)	127%
SEWER RECEIPTS	800,988	970,000	169,012	83%
MISCELLANEOUS & OTHER INCOME	81,671	59,134	(22,537)	138%
	<u>\$ 2,415,084</u>	<u>\$ 2,234,176</u>	<u>\$ (180,908)</u>	<u>108%</u>
TRANSPORTATION SDC				
BEGINNING FUND BALANCE	\$ 680,525	668,045	(12,480)	102%
INTEREST EARNED	13,011	7,000	(6,011)	186%
TRANSPORTATION SDC	176,874	120,000	(56,874)	147%
	<u>\$ 870,410</u>	<u>\$ 795,045</u>	<u>\$ (75,365)</u>	<u>109%</u>
SEWER SDC				
BEGINNING FUND BALANCE	\$ 1,509,534	\$ 1,336,899	\$ (172,635)	113%
INTEREST EARNED	28,183	22,000	(6,183)	128%
SEWER SDC	289,842	300,000	10,158	97%
	<u>\$ 1,827,559</u>	<u>\$ 1,658,899</u>	<u>\$ (168,660)</u>	<u>110%</u>
WATER SDC				
BEGINNING FUND BALANCE	\$ 2,574,720	\$ 2,521,249	\$ (53,471)	102%
INTEREST EARNED	45,290	40,000	(5,290)	113%
WATER SDC	241,292	250,000	8,708	97%
	<u>\$ 2,861,302</u>	<u>\$ 2,811,249</u>	<u>\$ (50,053)</u>	<u>102%</u>
PARK SDC				
BEGINNING FUND BALANCE	\$ 485,854	\$ 482,905	\$ (2,949)	101%
INTEREST EARNED	9,388	6,000	(3,388)	156%
GRANTS & PASS THROUGH	-	36,813	36,813	0%
PARK SDC	110,949	75,000	(35,949)	148%
	<u>\$ 606,191</u>	<u>\$ 600,718</u>	<u>\$ (5,473)</u>	<u>101%</u>
PARKING DISTRICT FUND				
BEGINNING FUND BALANCE	\$ 214,489	\$ 213,501	\$ (988)	100%
INTEREST EARNED	3,934	2,400	(1,534)	164%
PARKING DISTRICT	14,408	14,500	92	99%
	<u>\$ 232,830</u>	<u>\$ 230,401</u>	<u>\$ (2,429)</u>	<u>101%</u>
CITY HALL DEBT SERVICE FUND				
BEGINNING FUND BALANCE	\$ 8,262	\$ 8,539	\$ 277	97%
INTEREST EARNED	189	400	211.14	47%
TRANSFERS FROM OTHER FUNDS	28,600	28,600	-	100%
TRANSFER FROM GENERAL FUND	23,400	23,400	-	100%
	<u>\$ 60,451</u>	<u>\$ 60,939</u>	<u>\$ 488</u>	<u>99%</u>
URBAN RENEWAL DEBT FUND				
BEGINNING FUND BALANCE	\$ 329,021	\$ 318,575	\$ (10,446)	103%
PREVIOUS LEVIED TAXES	13,343	5,000	(8,343)	267%
INTEREST EARNED	7,102	2,000	(5,102)	355%
CURRENT TAXES	263,864	270,000	6,136	98%
	<u>\$ 613,329</u>	<u>\$ 595,575</u>	<u>\$ (17,754)</u>	<u>103%</u>
URBAN RENEWAL PROJECT FUND				
BEGINNING FUND BALANCE	\$ 115,672	\$ 102,219	\$ (13,453)	113%
INTEREST EARNED	2,011	2,000	(11)	101%
	<u>\$ 117,683</u>	<u>\$ 104,219</u>	<u>\$ (13,464)</u>	<u>113%</u>

City of Sisters

Financial Summary

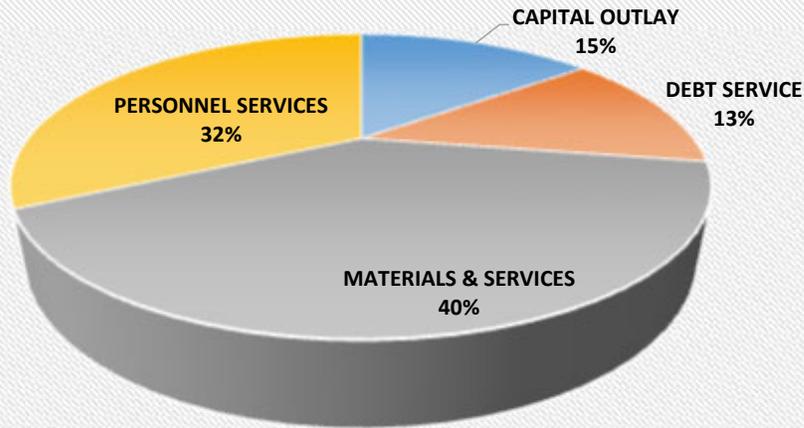
March 2020

Total Expenditures - Budget to Actual

As of March, 2020

	Year to Date	FY 19/20 Budget	Budget Remaining	(75% lapsed) % Earned
CAPITAL OUTLAY	\$ 559,739	\$ 2,134,850	\$ 1,575,111	26%
DEBT SERVICE	496,008	624,614	128,606	79%
MATERIALS & SERVICES	1,538,523	2,486,904	948,381	62%
PERSONNEL SERVICES	1,238,657	1,824,968	586,311	68%
GRANTS & PASS THROUGHS	212,707	314,079	101,373	68%
INTERFUND TRANSFERS - OUT	52,000	52,000	-	100%
	\$ 4,097,634	\$ 7,437,415	\$ 3,339,781	

EXPENDITURES BY CATEGORY EXCLUDING INTERFUND TRANSFERS



Financial Highlights - Expenditures

- As a lapsed percentage, Capital Outlay is low due to projects such as well 4 construction and Village Green Park play structure not finishing until fourth quarter and well 4 will likely be constructed in FY 2020/21.
- URA debt service payments will continue to be made monthly while the last Bond debt service payments will be made in late May for a June 1 due date.
- Materials and services in addition to Personnel Services are tracking as expected for the City as a whole.

FINANCIAL SUMMARY
EXPENDITURES - BUDGET TO ACTUAL BY FUND

	Year to Date	FY 19/20 Budget	Budget Remaining	(75% lapsed) % Earned
GENERAL FUND				
PERSONNEL SERVICES	\$ 609,247	\$ 895,705	\$ 286,458	68%
MATERIALS & SERVICES	849,198	1,255,075	405,877	68%
CAPITAL OUTLAY	47,358	183,875	136,517	26%
GRANTS & PASS THROUGHS	212,707	314,079	101,373	68%
INTERFUND TRANSFERS - OUT	23,400	23,400	-	100%
	<u>\$ 1,741,911</u>	<u>\$ 2,672,134</u>	<u>\$ 930,224</u>	<u>65%</u>
WATER FUND				
PERSONNEL SERVICES	\$217,919	\$321,507	\$103,588	68%
MATERIALS & SERVICES	209,648	283,704	74,056	74%
CAPITAL OUTLAY	102,023	131,810	29,787	77%
INTERFUND TRANSFERS - OUT	8,840	8,840	-	100%
DEBT SERVICE	663	657	(6)	101%
	<u>\$ 539,093</u>	<u>\$ 746,519</u>	<u>\$ 207,425</u>	<u>72%</u>
STREET FUND				
PERSONNEL SERVICES	\$ 208,143	\$ 304,031	\$ 95,888	68%
MATERIALS & SERVICES	239,103	346,410	107,308	69%
CAPITAL OUTLAY	62,706	181,200	118,494	35%
INTERFUND TRANSFERS - OUT	7,280	7,280	-	100%
DEBT SERVICE	936	926	(9)	101%
	<u>\$ 518,168</u>	<u>\$ 839,848</u>	<u>\$ 321,679</u>	<u>62%</u>
SEWER FUND				
PERSONNEL SERVICES	\$ 203,348	\$ 303,726	\$ 100,378	67%
MATERIALS & SERVICES	229,217	278,587	49,371	82%
CAPITAL OUTLAY	24,046	126,300	102,254	19%
INTERFUND TRANSFERS - OUT	12,480	12,480	-	100%
DEBT SERVICE	249,874	334,284	84,410	75%
	<u>\$ 718,965</u>	<u>\$ 1,055,377</u>	<u>\$ 336,412</u>	<u>68%</u>
TRANSPORTATION SDC				
MATERIALS & SERVICES	\$ 2,655	\$ 250,000	\$ 247,345	1%
CAPITAL OUTLAY	-	-	-	-
	<u>\$ 2,655</u>	<u>\$ 250,000</u>	<u>\$ 247,345</u>	<u>1%</u>
SEWER SDC				
MATERIALS & SERVICES	\$ -	\$ -	\$ -	-
DEBT SERVICE	65,810	76,810	11,000	86%
CAPITAL OUTLAY	97,713	325,400	227,687	30%
	<u>\$ 163,523</u>	<u>\$ 402,210</u>	<u>\$ 238,687</u>	<u>30%</u>
WATER SDC				
MATERIALS & SERVICES	\$ 465	\$ 12,500	\$ 12,035	4%
CAPITAL OUTLAY	223,792	1,044,390	820,598	21%
	<u>\$ 224,257</u>	<u>\$ 1,056,890</u>	<u>\$ 832,633</u>	<u>27%</u>
PARK SDC				
CAPITAL OUTLAY	\$ -	\$ 106,875	\$ 106,875	0%
	<u>\$ -</u>	<u>\$ 106,875</u>	<u>\$ 106,875</u>	<u>0%</u>
PARKING DISTRICT FUND				
CAPITAL OUTLAY	\$ -	\$ 35,000	\$ 35,000	0%
	<u>\$ -</u>	<u>\$ 35,000</u>	<u>\$ 35,000</u>	<u>0%</u>
CITY HALL DEBT SERVICE FUND				
DEBT SERVICE	\$ 47,125	\$ 54,665	\$ 7,540	86%
	<u>\$ 47,125</u>	<u>\$ 54,665</u>	<u>\$ 7,540</u>	<u>86%</u>
URBAN RENEWAL DEBT FUND				
DEBT SERVICE	\$ 131,600	\$ 157,271	\$ 25,671	84%
	<u>\$ 131,600</u>	<u>\$ 157,271</u>	<u>\$ 25,671</u>	<u>84%</u>
URBAN RENEWAL PROJECT FUND				
MATERIALS & SERVICES	\$ 8,237	\$ 60,627	\$ 52,390	14%
CAPITAL OUTLAY	\$ 2,100	\$ -	\$ (2,100)	-
	<u>\$ 10,337</u>	<u>\$ 60,627</u>	<u>\$ 50,290</u>	<u>17%</u>