CITY COUNCIL **Agenda**

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

Wednesday, May 27, 2020
520 E. Cascade Avenue, Sisters, OR 97759 - Council Chambers

The City Council meeting will be open to the public via Zoom. Using Zoom is free of charge. The public is invited to join the meeting with your computer or telephone by going to the following link: www.ci.sisters.or.us/bc-citycouncil/page/city-council-workshop-city-council-meeting-0

5:30 P.M. WORKSHOP

1. Update from Oregon Department of Transportation on Locust/US20- *P. Bertagna*
2. Update by Sheriff: Hiring of dedicated staff, vehicle markings- *C. Misley*
3. Discussion of Emergency Declaration Extension and COVID-19- *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 4:00 pm on Wednesday, May 27, 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. April 22, 2020 -Workshop
   2. May 13, 2020- Regular Meeting

B. Bills to Approve
   1. May 22, 2020- Accounts Payable

C. Approve the First Extension to the Sisters Recycle Center Operating Agreement and Authorize the City Manager to execute the agreement.

D. Authorize the City Manager to Sign an In-Stream Lease Application for Water Rights on the Lazy Z.

VI COUNCIL BUSINESS

Written comments will be accepted for the public comment section of the hearing via drop-off to the utility payment box at City Hall or emailed: nmardell@ci.sisters.or.us by 4:00 pm on Wednesday, May 27th. They will be entered into the record.

A. **Public Hearing and Consideration of a Motion** to Approve an Application for a Modification to the MP-15-01/SUB-15-01 (Master Plan and Tentative Plat for the ClearPine Subdivision). The Modification would Alter the Conditions of Approval Related to the Timeline for Delivery and Type of Affordable Housing Units - *N. Mardell*

B. **Discussion and Consideration of Resolution 2020-09:** A RESOLUTION OF CITY OF SISTERS APPROVING A CONTRACT-SPECIFIC SPECIAL PROCUREMENT OF AERATORS FOR THE CITY'S WASTEWATER TREATMENT PLANT; AND AUTHORIZING AND APPROVING THE USE OF DIRECT APPOINTMENT PROCUREMENT PROCEDURES FOR A PROCUREMENT AGREEMENT WITH AERATION INDUSTRIES INTERNATIONAL, LLC. - *P. Bertagna*

VII OTHER BUSINESS

A. 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-eighty (48) hours in advance of the meeting.

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

Hwy US20 @ Locust St (Sisters) Improvements - Roundabout

Concept Level Update May 27, 2020

Oregon Department of Transportation

US20 @ Locust St Improvements

Purpose

Construct improvements at the intersection of Hwy US20 and Locust Street in Sisters Oregon to address:

- safety, queuing times, long-term capacity, encourage freight use Barclay/Locust Alternate Route

Sisters Transportation System Plan adopted June 2018

- traffic control device - single lane roundabout - proposed

SCALE
0 50 100

US20 Locust - Long Term Concept 1
Sisters, OR

Figure
7-11

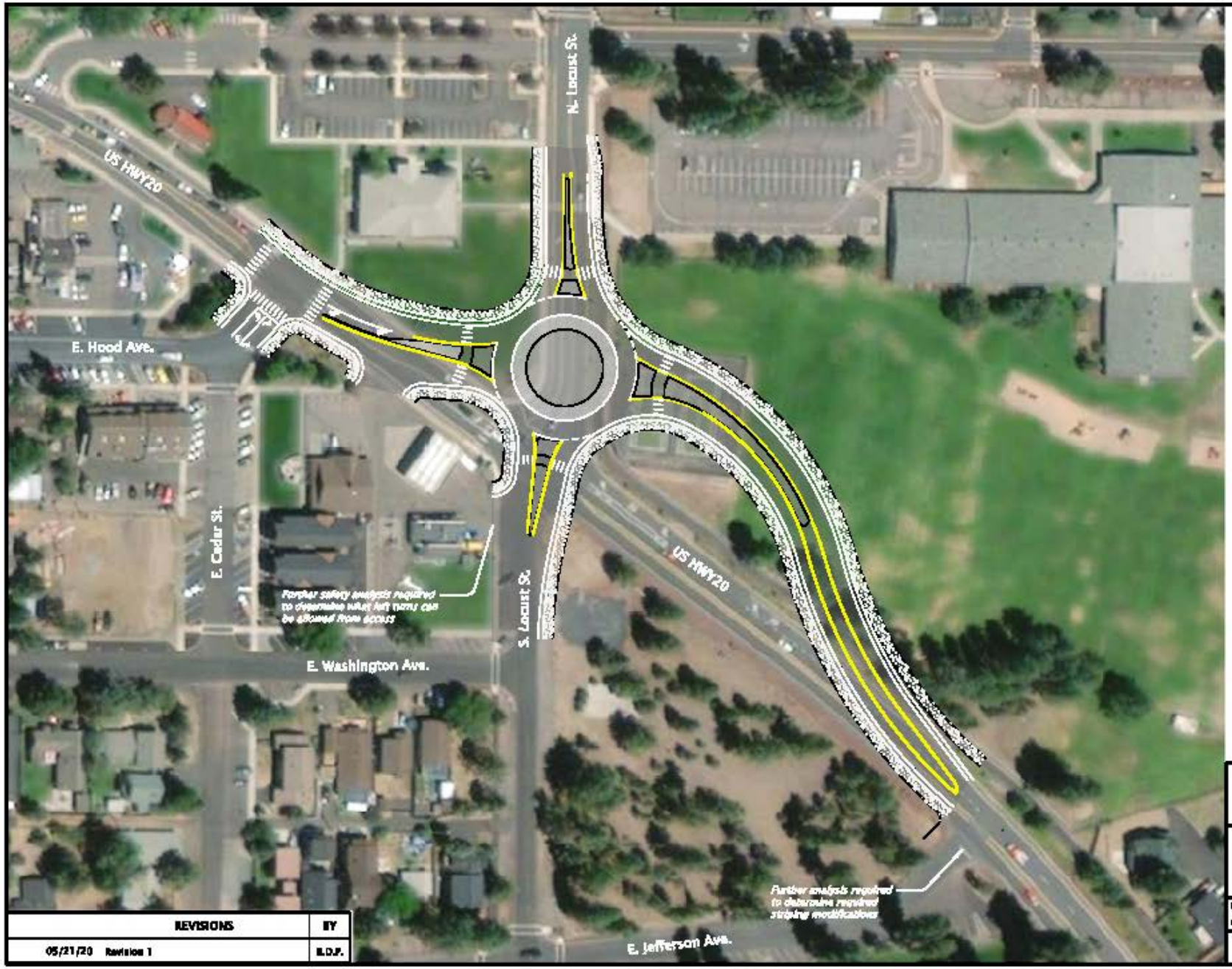
KITTELSON & ASSOCIATES

SCALE
0 100 200

US20 Locust - Long Term Concept 2
Sisters, OR

Figure
7-12

KITTELSON & ASSOCIATES



DRAFT

100 50 0 100
FEET

OREGON DEPARTMENT OF TRANSPORTATION

US20 @ Locust Intersection (Sisters)
McKenzie - Bend Highway
Deschutes County

Designer: Marcia L. Fleming
Reviewer: Brian D. Boring, P.E.
Drafter: Marcia L. Fleming
Checker: N.

US20 LOCUST - LONG TERM CONCEPT

SHEET NO.
00000

Rotation: 0° Scale: 1"=100'

REVISIONS	BY
05/21/20 Revision 1	B.D.F.

Taking Design to DAP Milestone (30%) – August 2020

Deliverables

- Plan sheets showing footprint (identify ROW needs)
- Cost estimate
- Narrative summarizing investigations/work/solutions – hazmat, archy
- Work Zone Safety Assessment
- Mobility Considerations Checklist
- Public Involvement Plan/website/outreach
- State Traffic Engineer Roundabout Concept Approval

Concept Level Budget/Costs

- Current estimated costs for all phases (PE, ROW, UR, and CN)

+ $4.5M

- Refined costs as part of DAP milestone – freight design vehicle and accommodation vehicle, understand ROW, Environmental issues, risks, traffic staging, location/construction possible OD bypass options, etc

Questions?

Mike Darling
Sr. Transportation Project Manager
Oregon Department of Transportation
Charles.m.darling@odot.state.or.us
Ph: 541-388-6329

CITY COUNCIL

Agenda Item Summary

Meeting Date: May 27, 2020 **Staff:** C. Misley

Type: Work Shop **Dept:** CMO

Subject: City State of Emergency Declaration Extension

Action Requested: Authorize the City Manager extend the emergency declaration by administrative order until June 24, 2020.

Summary Points:

- On May 13, the City Council adopted Resolution No. 2020-08 by a 4-1 vote to extend the state of emergency declaration until May 31. Section 2 states (emphasis added by bolding):

*2. Emergency Declaration Extended; Notice. The Council hereby determines that emergency conditions continue to exist and, therefore, the state of emergency declared in the Emergency Resolution is hereby extended to May 31, 2020 (***or such other date the city manager or Council determines necessary or appropriate***); provided, however, if the city manager determines that emergency conditions no longer exist on or before to May 31, 2020, the city manager may, after conferring with the mayor, department heads, and council members, terminate the emergency declaration by administrative order (without prior Council authorization). The Council hereby approves, ratifies, and confirms the city manager's extension of the emergency declaration contained in Administrative Order No. 2020-02. The Council further approves, ratifies, and confirms all actions taken by the city manager in furtherance of the Emergency Resolution. City will give notice of the extended emergency declaration through press releases, public media, and such other means the city manager deems reasonable under the circumstances.*

- I am recommending that the City extend our emergency declaration by administrative order until June 24 for the following primary reasons:
  - Being in Phase One of re-opening (until at least June 5)
  - Presumed on-going City expenditures that may be reimbursable
  - Continuation of administrative orders that support businesses:
    - Adjusted utility policies (waiving late fees, suspending shutoffs,
    - Pilot project for use of the right-of-way for businesses

- Ultimately, staff will prepare resolutions for Council adoption to transition from temporary administrative orders (vested under the emergency declaration) for adjustments and programs that Council would like to continue beyond the emergency declaration. Until then, once the emergency declaration expires the administrative orders do as well.

Financial Impact: Undetermined – potential for additional reimbursement of costs associated with COVID-19. Our understanding is the nexus for that reimbursement (at this point) is connected to the emergency declaration.

Attachments: N/A

WORKSHOP MEETING MINUTES
SISTERS CITY COUNCIL
520 E. CASCADE AVENUE
APRIL 22, 2020

MEMBERS PRESENT:		**STAFF PRESENT:**	
Chuck Ryan	Mayor	Cory Misley	City Manager
Nancy Connolly	Council President	Paul Bertagna	PW Director
Andrea Blum	Councilor	Joe O'Neill	Finance Director
Richard Esterman	Councilor	Patrick Davenport	CDD Director
Michael Preedin	Councilor	Kerry Prosser	City Recorder

GUESTS:
Caprielle Lewis EDCO, Sisters Area Director

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

1. Review Right-of-Way Utility Licensing Draft Ordinance

City Manager Misley explained this was the first draft of the utility right-of-way (ROW) licensing ordinance. He noted it was on staff's FY 19/20 workplan to review all franchise agreements or put in place a ROW ordinance.

Attorney Dale reviewed a high-level memorandum of the ROW ordinance. He said the purpose of this ordinance was to bring consistency to the management of the ROW. He explained demand was increasing on the ROW, and the City saw more and more requests for use. Attorney Dale stated the City's ROW was one of its most valuable assets and needed to be consistently and uniformly regulated. In response to regulatory challenges and demand, many cities had taken the approach of utility licensing fees, which replace and supplement franchise agreements. Concerns with franchise agreements included:

- Negotiating franchise agreements could be a lengthy process with a lack of uniformity between providers.
- The terms could be inconsistent, newer franchise agreements had ten-year terms, and others had evergreen provisions.

Attorney Dale noted many of the provisions in the ROW ordinance were similar to franchise agreements. Eventually, as current franchise agreements expired, we would have one ROW ordinance, and everyone would be operating consistently.

Council President Connolly said this was a good idea and a long-time coming. She asked if utilities would be familiar with this process. Attorney Dale replied many jurisdictions had adopted ROW utility licensing ordinances; they were common throughout the State.

City Manager Misley reviewed the City had six existing franchise agreements, and most were already at 7%, two would be increased by 2%, and we could direct how that was

phased in. He said in many cases, utility company's would collect the rate adjustment from the customers.

Councilor Blum asked if we currently had a transmission line fee, Director Bertagna replied we did not. Councilor Blum asked about the regulation fee. Attorney Dale replied the regulation fees were not taxes; the City could impose the fee. Councilor Blum asked about small cell regulation.

City Manager Misley explained part of the strategy moving forward was to insert small cell provisions into the next couple of versions of the ordinance. Attorney Dale stated they left the language out of this draft because there was current litigation regarding small cell placement.

Councilor Preedin asked for an explanation of small cell technology and how it would affect the City. City Manager Misley said 5G small cell allowed for faster cellar data and internet access. To implement 5G, providers used small cell technology, which required smaller antenna placed closer together. The antennae were primarily attached to trees, utility poles and light poles in the ROW. City Manager Misley said companies were entering the ROW in untraditional ways, presenting the need for a new framework. The federal government was enabling this technology as an economic tool and was limiting the way we could administer the ROW.

Councilor Esterman asked if the insurance in section 18.1 was standard. Attorney Dale replied it was consistent with the Central Electric Cooperative franchise agreement.

Mayor Ryan asked what the next steps were, and City Manager Misley replied staff would refine the draft and share it with the utilities in the next few weeks so they could submit comments. City Manager Misley noted this was not a negotiation, but we wanted to be respectful. He said a draft with more detail would come to Council at the end of May.

Council agreed staff should move forward with work on the ordinance.

2. Review Enterprise Zone Re-designation

Caprielle Lewis, Sisters Area Director for Economic Development for Central Oregon (EDCO), reviewed the steps taken to re-designate the Enterprise Zone.

- January 8th- Presented re-designation plan to the City Council
- February 20th- Noticed the local taxing districts.
- March 19th- Public meeting with the taxing districts.

She would be bringing a resolution to City Council at the May 13th meeting for their approval. The application was due on June 1st.

Councilor Blum asked if there were any surprises at the public hearing. Ms. Lewis replied there had been clear communication on this process, and there were no concerns; most were familiar with and supportive of the program.

Councilor Preedin thanked Ms. Lewis for her work on the re-designation. Mayor Ryan thanked EDCO and Ms. Lewis for their effort with businesses during this time. He asked how the traded sector businesses were doing. Ms. Lewis replied it was a mixed report on how companies were being impacted. She noted a lot of her outreach was on how they would be able to adapt during the pandemic. Ms. Lewis was appreciative of the support.

3. Discussion of Central Oregon Intergovernmental Council (COIC) FY 2020/21 Agreement for Sisters Country Vision Implementation.

City Manager Misley reviewed it had been almost a year since the Vision Implementation Team (VIT) had been formed and they were currently pivoting from identifying strategies to implementation. He said last year the City identified Central Oregon Intergovernmental Council (COIC) as the best partner for facilitating the VIT and for getting our vision going. The City has been and will continue to be the only fiscal sponsor of this intergovernmental agreement (IGA). Although the City was an active participant in the VIT, we did not have the staff capacity to facilitate the program. Janel Ruehl of COIC had been the point person on implementation and had done a tremendous job. City Manager Misley said we needed to extend or amend the IGA with COIC with some minor changes to the scope of work; the current IGA expired on June 30. 2020. Council agreed staff should move forward with the IGA.

4. Other Business.

Finance: Director O'Neill

- Currently working on a revamp of the budget book
- Selected Brown & Brown as the insurance agent of record
- Looking at ways to make the staff more agile as they work from home.

Public Works: Director Bertagna

- The Public Works crew was healthy and working.
- Meeting with Oregon Department of Transportation this week to review the first draft of the Locust/US 20 Roundabout.

Community Development: Director Davenport

- Thirty-five single-family permits and multiple site plan applications were ongoing.
- Community Development staff were working remotely with one staff member at City Hall daily.

City Manager's Office: City Recorder Prosser

- The RARE application had been submitted
- A grant application to fund a portion of the RARE position was submitted to the Ford Family Foundation.

City Manager Misley continued to meet virtually with local and regional leaders about COVID-19. He estimated 50% of his time was being spent on virus related issues. Staff continued to move other work forward, including the budget and an Urban Renewal plan update. He said staff was balancing COVID-19 issues and City work.

Mayor Ryan thanked City Manager Misley and staff for doing their regular work in addition to focusing on COVID-19.

The meeting adjourned at 6:30 pm**.**

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Kerry Prosser, City Recorder Chuck Ryan, Mayor

REGULAR MEETING MINUTES
SISTERS CITY COUNCIL
520 E. CASCADE AVENUE
May 13, 2020

MEMBERS PRESENT:		**STAFF PRESENT:**	
Chuck Ryan	Mayor	Cory Misley	City Manager
Nancy Connolly	Council President	Paul Bertagna	PW Director
Andrea Blum	Councilor	Joe O'Neill	Finance Director
Richard Esterman	Councilor	Patrick Davenport	CDD Director
Michael Preedin	Councilor	Kerry Prosser	City Recorder

GUESTS:
Caprielle Lewis EDCO, Sisters Area Director

I CALL TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called to order by Mayor Ryan at 6:46 pm.

II ROLL CALL

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

III APPROVAL OF AGENDA

Mayor Ryan added an additional page of accounts payable to the Consent Agenda.

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

IV VISITOR COMMUNICATION

City Recorder Prosser noted Pam Mitchel had submitted a letter for the record regarding reopening the City for business. The Council had received the letter to review before the meeting. Mayor Ryan noted he had received an additional email for the record during the meeting.

V CONSENT AGENDA

A. Minutes
   1. April 22, 2020- Regular Meeting

B. Bills to Approve
   1. May 08, 2020-Accounts Payable

C. Accept the Public Improvements for McKenzie Meadow Village Phase I

Council President Connolly made a motion to approve the Consent Agenda with an extra page of AP. Councilor Blum seconded the motion. A roll call vote was taken. The motion carried 5-0.

VI COUNCIL BUSINESS

A. **Discussion and Consideration of a Motion to Adopt Resolution 2020-08**: A RESOLUTION OF CITY OF SISTERS EXTENDING THE STATE OF EMERGENCY DECLARATION CONTAINED IN RESOLUTION NO. 2020-06.

Councilor Preedin said he wanted to make sure that it was well known the emergency declaration was separate from the administrative order that discouraged tourists. Extending the emergency declaration gave us flexibility for making moves over the next couple of weeks if needed.

Councilor Esterman thought the average public would look at this, and they would take it wrong.

Council President Connolly made a motion to adopt Resolution 2020-08, a resolution of the City of Sister extending the state of emergency declaration contained in Resolution 2020-06. Councilor Blum seconded the motion. A roll call vote was taken. Mayor Ryan, Council President Connolly, Councilor Blum, and Councilor Preedin voted aye. Councilor Esterman voted nay. The motion carried 4-1.

B. **Discussion and Consideration of a Motion to Adopt Resolution 2020-07:** A RESOLUTION OF THE CITY OF REDMOND, DESCHUTES COUNTY AND THE CITY OF SISTERS TO SPONSOR THE RE-DESIGNATION OF THE GREATER REDMOND ENTERPRISE ZONE.

Caprielle Lewis, Sisters Country Economic Development (SCED) Director, reviewed the staff report.

Councilor Blum asked if the boundaries of the enterprise zone had changed. Ms. Lewis replied they had not changed, but they had updated the maps with current GIS.

Councilor Preedin said as the SCED Chair; he had a vested interest in this program. He noted this was an excellent incentive for businesses and one of the few we had in place.

Council President Connolly made a motion to adopt Resolution 2020-07, a resolution of the City of Redmond, Deschutes County, and the City of Sisters to sponsor the re-designation of the Greater Redmond Enterprise Zone. Councilor Blum seconded the motion. A roll call vote was taken. The motion carried 5-0.

VII OTHER BUSINESS

A. Staff Comments

City Manager Misley said he would defer to the memo he sent out earlier in the day that addressed what each department was currently working on.

Councilor Preedin asked for a quick update on the Sheriff's contract. City Manager Misley replied a representative of the Sheriff's department would be at the May 27th workshop. He said there had been some back and forth on personal services and vehicle markings, and he would send Council the latest emails he had received.

Mayor Ryan asked if the Council should discuss the vehicle logos ahead of time and get some consensus. City Manager Misley said we could have conversations over the next couple of weeks, and Council could decide what they were comfortable with at the next meeting.

VIII MAYOR/COUNCILOR BUSINESS

Councilor Preedin spoke about giving people with differing views grace for things not being perceived as social norms during this time. If people were walking down the sidewalk without a mask, he did not think it was a big deal. Businesses had a choice to ask you to put a mask on, and perhaps you could put a mask on if asked. He said grace would need to go both ways. He wished our business owners the best of luck.

Mayor Ryan would be attending a wall raising tomorrow for the affordable homes at McKenzie Meadow Village.

IX ADJOURN: 7:04 pm.

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Kerry Prosser, City Recorder Chuck Ryan, Mayor

PACKET: 03058 AP 5/27/2020 KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- POST DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-0907 AIRGAS USA, LLC						
I-9970703544		CHLORINE	81.50			
5/01/2020	AP-US	DUE: 5/01/2020 DISC: 5/01/2020		1099: N		
		CHLORINE		02 5-00-712	CHEMICALS	81.50
		=== VENDOR TOTALS ===	81.50			
01-1141 ANDERSON PERRY & ASSOCIATES, I						
I-68408		MAPPING/GIS	2,338.75			
5/12/2020	AP-US	DUE: 5/12/2020 DISC: 5/12/2020		1099: Y		
		MAPPING/GIS		01 5-07-726	CONTRACTED SERVICES	584.69
		MAPPING/GIS		02 5-00-726	CONTRACTED SERVICES	584.69
		MAPPING/GIS		03 5-00-726	CONTRACTED SERVICES	584.69
		MAPPING/GIS		05 5-00-726	CONTRACTED SERVICES	584.68
		=== VENDOR TOTALS ===	2,338.75			
01-0076 BEST IN THE WEST						
I-6190		HEMLOCK BARK	304.00			
5/08/2020	AP-US	DUE: 5/08/2020 DISC: 5/08/2020		1099: N		
		HEMLOCK BARK		01 5-05-795	SUPPLIES	304.00
I-6216		HEMLOCK BARK	304.00			
5/08/2020	AP-US	DUE: 5/08/2020 DISC: 5/08/2020		1099: N		
		HEMLOCK BARK		01 5-05-795	SUPPLIES	304.00
		=== VENDOR TOTALS ===	608.00			
01-0262 CENTRAL OREGON INTERGOVERNMENT						
I-0005601-IN		SISTERS VISION	2,214.61			
5/08/2020	AP-US	DUE: 5/08/2020 DISC: 5/08/2020		1099: N		
		SISTERS VISION		01 5-01-726	CONTRACTED SERVICES	2,214.61
		=== VENDOR TOTALS ===	2,214.61			
01-0632 CITY OF MADRAS						
I-6365		LEGAL FEES COIC	268.00			
5/20/2020	AP-US	DUE: 5/20/2020 DISC: 5/20/2020		1099: N		
		LEGAL FEES COIC		01 5-01-777	LEGAL FEES	268.00
		=== VENDOR TOTALS ===	268.00			

PACKET: 03058 AP 5/27/2020 KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- POST DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-1074 DAILY JOURNAL OF COMMERCE						
I-744710523		COMP PLAN UPDATE ADVERTISING	1,682.66			
5/08/2020	AP-US	DUE: 5/08/2020 DISC: 5/08/2020		1099: N		
		COMP PLAN UPDATE ADVERTISING		01 5-07-705	ADVERTISING	1,682.66
I-744713740		WA1904 WELL 4 BID	215.38			
5/13/2020	AP-US	DUE: 5/13/2020 DISC: 5/13/2020		1099: N		
		WA1904 WELL 4 BID		11 5-00-906	CAPITAL OUTLAY	215.38
		=== VENDOR TOTALS ===	1,898.04			
01-0025 DEPARTMENT OF ENVIRONMENTAL QU						
I-WQ21DOM-0013		WASTEWATER PERMIT	1,798.00			
5/06/2020	AP-US	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		WASTEWATER PERMIT		05 5-00-733	DUES & SUBSCRIPTIONS	1,798.00
I-WQ21WSC-0069		WASTEWATER FEE	100.00			
5/06/2020	AP-US	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		WASTEWATER FEE		05 5-00-727	PERMITS & FEES	100.00
		=== VENDOR TOTALS ===	1,898.00			
01-0104 ECONOMIC DEVELOPMENT FOR CENTR						
I-10012		CONTRACTED SERVICES 2ND QTR 2	14,500.00			
5/08/2020	AP-US	DUE: 5/08/2020 DISC: 5/08/2020		1099: N		
		CONTRACTED SERVICES 2ND QTR 20		01 4-00-665	OTHER GRANTS	8,750.00CR
		CONTRACTED SERVICES 2ND QTR 20		01 5-01-791	ECONOMIC DEVELOPMENT	23,250.00
		=== VENDOR TOTALS ===	14,500.00			
01-1001 EDGE ANALYTICAL, INC.						
I-20-14463		WATER SAMPLE	33.00			
5/14/2020	AP-US	DUE: 5/14/2020 DISC: 5/14/2020		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00
I-20-15303		WATER SAMPLE	33.00			
5/15/2020	AP-US	DUE: 5/15/2020 DISC: 5/15/2020		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00
I-20-15305		WATER SAMPLE	33.00			
5/14/2020	AP-US	DUE: 5/14/2020 DISC: 5/14/2020		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00
		=== VENDOR TOTALS ===	99.00			

PACKET: 03058 AP 5/27/2020 KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- POST DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-0028 FERGUSON ENTERPRISES, INC. #30						
I-0877598		1" METER	281.49			
5/08/2020	AP-US	DUE: 5/08/2020 DISC: 5/08/2020		1099: N		
		1" METER		02 5-00-788	METERS & PARTS	281.49
I-0877599		RUBBER WASHERS	46.00			
5/06/2020	AP-US	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		RUBBER WASHERS		02 5-00-788	METERS & PARTS	46.00
		=== VENDOR TOTALS ===	327.49			
01-0139 HOOKER CREEK COMPANIES,LLC						
I-454109		SPRAY PAINT	143.04			
5/07/2020	AP-US	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		SPRAY PAINT		02 5-00-795	SUPPLIES	71.52
		SPRAY PAINT		05 5-00-795	SUPPLIES	71.52
		=== VENDOR TOTALS ===	143.04			
01-0079 MIKE'S FENCE CENTER, INC						
I-63670		GATE REPAIR	800.00			
5/15/2020	AP-US	DUE: 5/25/2020 DISC: 5/25/2020		1099: N		
		GATE REPAIR		05 5-00-765	SEWER SYSTEM IMPROVEMENT	800.00
		=== VENDOR TOTALS ===	800.00			
01-0985 MIKE'S MOBILE MIX CONCRETE, LL						
I-63896		CONCRETE	439.00			
5/06/2020	AP-US	DUE: 5/06/2020 DISC: 5/06/2020		1099: N		
		CONCRETE		01 5-05-786	PARK MAINTENANCE	439.00
		=== VENDOR TOTALS ===	439.00			
01-1071 OFFICE DEPOT						
I-493564495001		DIVIDERS	44.98			
5/15/2020	AP-US	DUE: 5/15/2020 DISC: 5/15/2020		1099: N		
		DIVIDERS		01 5-01-714	OFFICE SUPPLIES	6.77
		DIVIDERS		01 5-02-714	OFFICE SUPPLIES	7.16
		DIVIDERS		01 5-03-795	SUPPLIES	0.89
		DIVIDERS		01 5-05-714	OFFICE SUPPLIES	4.05
		DIVIDERS		01 5-07-714	OFFICE SUPPLIES	11.24
		DIVIDERS		02 5-00-714	OFFICE SUPPLIES	6.30
		DIVIDERS		03 5-00-714	OFFICE SUPPLIES	3.59
		DIVIDERS		05 5-00-714	OFFICE SUPPLIES	4.98

PACKET: 03058 AP 5/27/2020 KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- POST DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-1071 OFFICE DEPOT		(** CONTINUED **)				
I-493580521001		LABEL MAKER TAPE	32.32			
5/15/2020	AP-US	DUE: 5/15/2020 DISC: 5/15/2020		1099: N		
		LABEL MAKER TAPE		01 5-01-714	OFFICE SUPPLIES	4.86
		LABEL MAKER TAPE		01 5-02-714	OFFICE SUPPLIES	5.15
		LABEL MAKER TAPE		01 5-03-795	SUPPLIES	0.64
		LABEL MAKER TAPE		01 5-05-714	OFFICE SUPPLIES	2.91
		LABEL MAKER TAPE		01 5-07-714	OFFICE SUPPLIES	8.08
		LABEL MAKER TAPE		02 5-00-714	OFFICE SUPPLIES	4.53
		LABEL MAKER TAPE		03 5-00-714	OFFICE SUPPLIES	2.58
		LABEL MAKER TAPE		05 5-00-714	OFFICE SUPPLIES	3.57
		=== VENDOR TOTALS ===	77.30			
01-1046 OREGON CHAPTER OF THE PLANNING						
I-523		JOB POSTING	50.00			
5/18/2020	AP-US	DUE: 5/18/2020 DISC: 5/18/2020		1099: N		
		JOB POSTING		01 5-07-705	ADVERTISING	50.00
		=== VENDOR TOTALS ===	50.00			
01-0144 RESERVE ACCOUNT						
I-05202020		RESERVE ACCOUNT POSTAGE	200.00			
5/20/2020	AP-US	DUE: 5/20/2020 DISC: 5/20/2020		1099: N		
		RESERVE ACCOUNT POSTAGE		01 5-01-715	POSTAGE	6.00
		RESERVE ACCOUNT POSTAGE		01 5-02-715	POSTAGE	74.00
		RESERVE ACCOUNT POSTAGE		01 5-07-715	POSTAGE	46.00
		RESERVE ACCOUNT POSTAGE		02 5-00-715	POSTAGE	36.00
		RESERVE ACCOUNT POSTAGE		03 5-00-715	POSTAGE	2.00
		RESERVE ACCOUNT POSTAGE		05 5-00-715	POSTAGE	36.00
		=== VENDOR TOTALS ===	200.00			
01-0944 QUANTUM COMMUNICATION						
I-INV47769		TELEPHONE MAY 2020	907.00			
5/05/2020	AP-US	DUE: 5/05/2020 DISC: 5/05/2020		1099: N		
		TELEPHONE MAY 2020		01 5-01-735	TELEPHONE	41.80
		TELEPHONE MAY 2020		01 5-02-735	TELEPHONE	53.74
		TELEPHONE MAY 2020		01 5-03-735	TELEPHONE	41.79
		TELEPHONE MAY 2020		01 5-05-735	TELEPHONE	107.47
		TELEPHONE MAY 2020		01 5-07-735	TELEPHONE	89.54
		TELEPHONE MAY 2020		02 5-00-735	TELEPHONE	95.51
		TELEPHONE MAY 2020		03 5-00-735	TELEPHONE	89.54
		TELEPHONE MAY 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			

pg 4 of 5

PACKET: 03058 AP 5/27/2020 KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

--------ID-------- POST DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-1177 SISTERS LOG HOMES, LLC						
I-1452		LODGE POLE PINE PIECES	75.00			
5/18/2020	AP-US	DUE: 5/18/2020 DISC: 5/18/2020		1099: N		
		LODGE POLE PINE PIECES		01 5-05-786	PARK MAINTENANCE	75.00
		=== VENDOR TOTALS ===	75.00			
01-0083 SISTERS RENTAL						
I-0027476-00		LAWN COMPOST	114.00			
5/07/2020	AP-US	DUE: 5/07/2020 DISC: 5/07/2020		1099: N		
		LAWN COMPOST		01 5-05-786	PARK MAINTENANCE	114.00
		=== VENDOR TOTALS ===	114.00			
01-0044 TAYLOR TIRE CENTER						
I-76300320658		TRAILER TIRES	218.98			
5/12/2020	AP-US	DUE: 5/12/2020 DISC: 5/12/2020		1099: N		
		TRAILER TIRES		01 5-05-796	VEHICLE MAINTENANCE	218.98
		=== VENDOR TOTALS ===	218.98			
01-0043 WCP SOLUTIONS						
I-661687		HAND SANTIZER	385.00			
5/07/2020	AP-US	DUE: 6/25/2020 DISC: 5/17/2020	3.85CR	1099: N		
		HAND SANTIZER		01 5-05-795	SUPPLIES	385.00
I-662667		TOILET PAPER	51.90			
5/19/2020	AP-US	DUE: 6/25/2020 DISC: 5/29/2020	0.52CR	1099: N		
		TOILET PAPER		01 5-05-795	SUPPLIES	51.90
		=== VENDOR TOTALS ===	436.90			
		=== PACKET TOTALS ===	27,694.61			

PACKET: 03059 SM AP 5/27/2020 KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

---------ID-------- POST DATE	BANK CODE	---------DESCRIPTION---------	GROSS DISCOUNT	P.O. # G/L ACCOUNT	------ACCOUNT NAME------	DISTRIBUTION
01-0893 BECON LLC						
I-05222020		ENGINEERING SVS APRIL 2020	4,150.00			
5/22/2020	AP-US	DUE: 5/22/2020 DISC: 5/22/2020		1099: Y		
		ENGINEERING SVS APRIL 2020		02 5-00-713	DEVELOPMENT REVIEW	575.99
		ENGINEERING SVS APRIL 2020		05 5-00-713	DEVELOPMENT REVIEW	575.99
		ENGINEERING SVS APRIL 2020		03 5-00-713	DEVELOPMENT REVIEW	288.02
		WA1904 WELL 4		11 5-00-906	CAPITAL OUTLAY	1,990.00
		WA1901/02 WATER LINE		02 5-00-906	CAPITAL OUTLAY	147.20
		WA1901/02 WATER LINE		11 5-00-906	CAPITAL OUTLAY	172.80
		2020 PAVEMENT MAINTENANCE		03 5-00-726	CONTRACTED SERVICES	80.00
		WEEKLY MEETING		02 5-00-726	CONTRACTED SERVICES	106.67
		WEEKLY MEETING		03 5-00-726	CONTRACTED SERVICES	106.67
		WEEKLY MEETING		05 5-00-726	CONTRACTED SERVICES	106.66
		=== VENDOR TOTALS ===	4,150.00			
		=== PACKET TOTALS ===	4,150.00			

FIRST EXTENSION TO SISTERS RECYCLE CENTER – OPERATING AGREEMENT

This First Extension to Sisters Recycle Center – Operating Agreement (this "Extension") is entered into on May 27, 2020, but made effective for all purposes as of the Effective Date (as defined below), between City of Sisters ("City"), an Oregon municipal corporation, whose address is 520 E Cascade Avenue, Sisters, Oregon 97759, and Allied Waste Transfer Services of Oregon, LLC ("Allied"), an Oregon limited liability company d/b/a Republic Services of Oregon, whose address is 18500 North Allied Way, Phoenix, Arizona 85054.

RECITAL:

City and Allied are parties to a certain Sisters Recycle Center – Operating Agreement dated May 22, 2019 (the "Agreement") concerning the parties' respective obligations for the operation of the recycle center located at 328 W Sisters Park Drive, Sisters, Oregon 97759. The term of the Agreement expires on June 30, 2020. Subject to the terms and conditions contained in this Extension, the parties desire to extend the Agreement for one additional term of one year.

AGREEMENT:

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

1. Extension. Subject to the terms and conditions contained in the Agreement and this Extension, the term of Agreement is extended for one additional term of one year, commencing on July 1, 2020 and ending on June 30, 2021, unless sooner terminated as provided in the Agreement. Subject to the terms and conditions contained in this Extension, the one-year extension will be on the same terms and conditions contained in the Agreement.

2. Ratification; Counterparts; Severability. This Extension is made part of the Agreement. Except as provided under this Extension, all the terms and provisions of the Agreement are hereby ratified and reaffirmed by each party thereto. The Agreement (as modified and supplemented by this Extension) is in full force and effect and nothing contained in this Extension will be construed to modify or amend the Agreement, except as provided in this Extension. The parties' execution of this Extension will not be construed as an actual or implied waiver of any condition or obligation contained in the Agreement. This Extension may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

3. Miscellaneous. This Extension, and any document referenced in this Extension, represents the complete, exclusive, and final understanding of the parties with respect to the transaction contemplated by this Extension. All prior and contemporaneous agreements, discussions, understandings, and negotiations, whether written or oral, express or implied, are merged herein, and to the extent inconsistent herewith, are of no further force and effect. No addition, modification, amendment, or alteration to this Extension will be effective against the parties unless specifically agreed upon in writing and signed by the parties. This Extension will be deemed binding and effective for all purposes as of the date this Extension is fully executed by the parties (the "Effective Date").

IN WITNESS WHEREOF, the undersigned have caused this Extension to be binding and effective for all purposes as of the Effective Date.

CITY:	ALLIED:
City of Sisters, an Oregon municipal corporation	Allied Waste Transfer Services of Oregon, LLC, an Oregon limited liability company d/b/a Republic Services of Oregon
_____	_____
By: Cory Misley, City Manager	By: Its:
Dated:	Dated:

SISTERS RECYCLE CENTER – OPERATING AGREEMENT

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

RECITALS:

A. City owns the real property (and all improvements located thereon) located at 328 W. Sisters Park Drive, Sisters, Oregon 97759 (the "Premises"). City operates a recycling facility at the Premises (the "Center") for use by City residents and surrounding communities. The Center is intended to contribute toward established waste diversion goals for the waste shed.

B. Pursuant to that certain Consent to Assignment Agreement dated March 27, 2019 between City, Allied, and High Country Enterprises, LLC ("HCD"), City consented to Allied's assumption of the Franchise Agreement (as defined below). Allied provides solid waste and recyclable collection and hauling within City's incorporated limits pursuant to the Franchise Agreement. For purposes of this Agreement, the term "Franchise Agreement" means, collectively, City Ordinance No. 381 and the Solid Waste Franchise Agreement dated September 26, 2008, as amended by that certain Solid Waste Franchise Agreement dated June 26, 2014 between City and HCD.

C. On or about March 5, 2013, City, Deschutes County, and HCD entered into a certain Sisters Recycle Center Operating Agreement concerning the parties' respective obligations arising out of the operation of the Center (the "Original Agreement"). The Original Agreement expired on June 30, 2018. City and Allied desire to enter into this Agreement to describe the parties' respective obligations for the continued operation of the Center.

AGREEMENT:

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

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

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

2. Allied Obligations.

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

2.2 Access; Damage; Security. Allied will access the Premises solely for purposes of providing the Allied Services and for no other purpose. Nothing contained in this Agreement will be construed to convey any property rights, interests, and/or privileges upon Allied. Notwithstanding anything contained in this Agreement to the contrary, Allied will be liable for all damage, destruction, injury, and/or cleanup costs resulting from and/or arising out of Allied's performance of the Allied Services and/or use of the Center. Allied will promptly complete any repairs and/or remediation required under this Agreement and will restore any damaged Premises to its original condition or otherwise to City's satisfaction. City will not be liable for any loss and/or damage to Allied's property due to theft, vandalism, and/or any other causes, including forces of nature. During the term of this Agreement, Allied may use and access City's video security equipment located at the Center as of the Effective Date for purposes of reporting any unauthorized use and/or dumping at the Center to the appropriate law enforcement agency.

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

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

5. Insurance; Laws; Indemnification.

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

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

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

7. Miscellaneous.

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

available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

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

7.3 Applicable Law; Attorney Fees. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. With respect to any dispute between the parties concerning this Agreement, if any arbitration, action, suit, or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party' s reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

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

CITY:
City of Sisters,
an Oregon municipal corporation

By: Cory Misley, City Manager

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

By: Kristin Steiner
Its: General Manager

CITY COUNCIL

Agenda Item Summary

Meeting Date: May 27, 2020 **Staff:** P. Bertagna

Type: Regular Meeting **Dept:** Public Works

Subject: Lazy Z Water Rights In-Stream Lease

Action Requested: Authorize the City Manager to sign the In-Stream Lease Application once it is reviewed by GSI Water Solutions (Water Rights Consultant).

Summary Points:

- The City of Sisters holds approximately 155 acres of surface water rights on the Lazy Z.
- This irrigation season the City does not plan to irrigate approximately 102 out of the 155 acres.
- The irrigation water for this acreage comes from Whychus creek. Since we will not be irrigating, we would like to work with GSI Water Solutions and the Deschutes River Conservancy (DRC) to lease this water back in-stream where it will be protected during the leasing period.
- The process is straight forward. An application for renewal and fee is required. The DRC will cover the fee. Once submitted a 30-day notice period commences (the notice is in OWRD's weekly notice). Once the notice period is over OWRD will issue a final order.
- Leasing the water instream will count as beneficial use of the water rights (as though irrigation had taken place).
- A lease can be for 1-5 years. Staff plans to ask for a 1-year lease.
- The water right is still "attached" to the Lazy Z property – it is just "temporarily" placed instream.

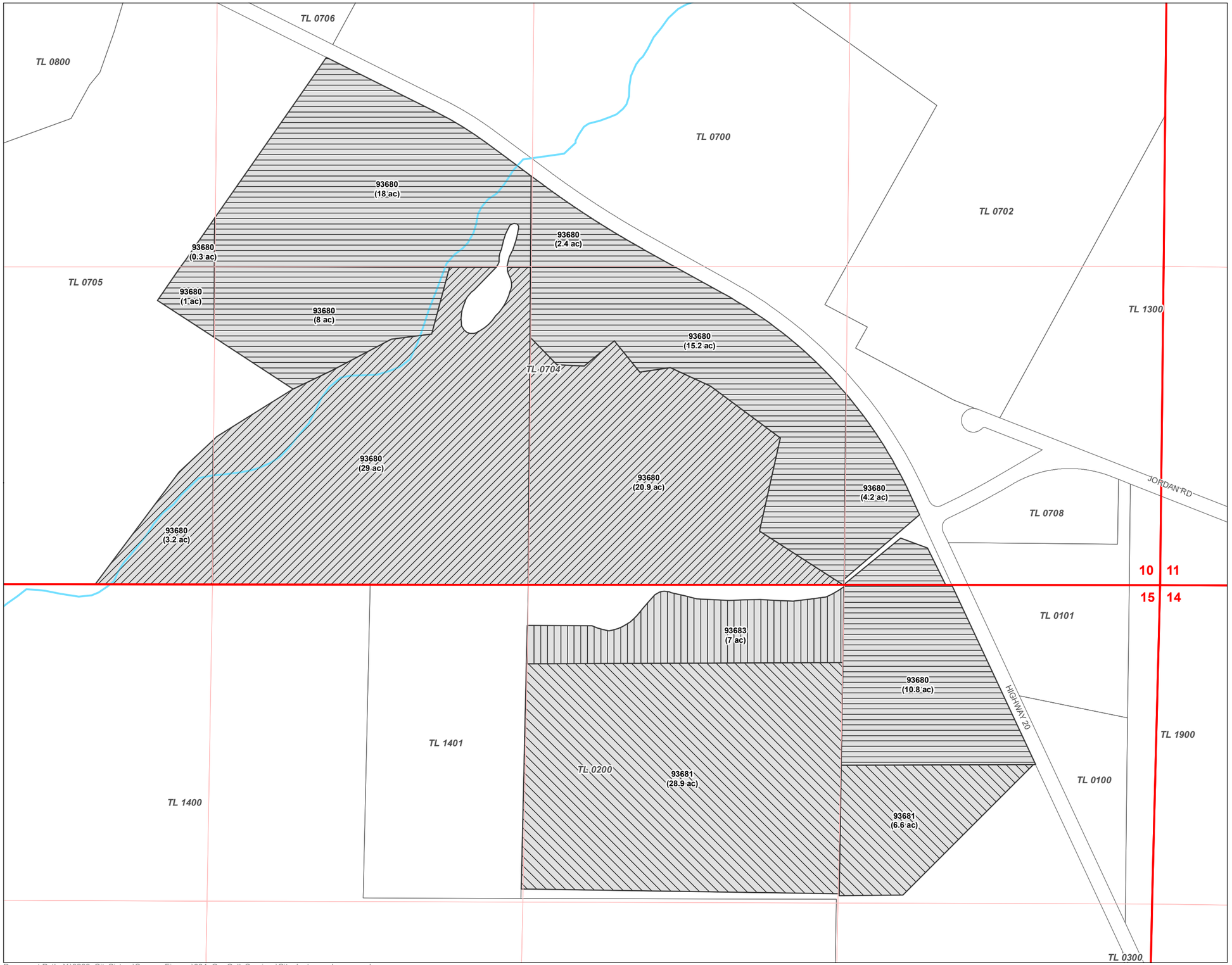
Financial Impact: GSI will have approximately 3-4 hours of staff time to develop the exhibits and review the application on our behalf.

Attachments: In-Stream Lease Map

City of Sisters

Instream Lease Map

Deschutes County
T. 15 South, R. 10 East (W.M.)
Secions 10, 15
Certificate 93680, 83681, 93683



LEGEND

Place of Use (POU)

- 93680, To be Leased
- 93680, To Remain
- 93681, To be Leased
- 93683, To be Leased

All Other Features

- Tax Lot
- Ditch/Pipeline

N

0 200 400 600
1 Inch = 400 Feet

Date: May 18, 2020
Data Sources: Deschutes Co GIS, Deschutes River Conservancy

GSI Water Solutions, Inc.

Document Path: Y:\0283_CitySisters\Source_Figures\004_On_Call_Services\City_Instream_Lease.mxd

MODIFICATION OF APPROVED MASTER PLAN AND SUBDIVISION

FILE NO: MOD 20-01 (Modification to File Nos. MP 15-01, SUB 15-01)
LOCATION: Map and Taxlots #: 151004BC00100, also known as the remainder of Tract A of the ClearPine subdivision specifically:

1124 N Bluebird St, Sisters (Tax Lot 151004BC00179), Lot 88 Clearpine Phase 6
1116 N Bluebird St, Sisters (Tax Lot 151004BC00180), Lot 87 Clearpine Phase 6
1108 N Bluebird St, Sisters (Tax Lot 151004BC00181), Lot 86 Clearpine Phase 6
1100 N Bluebird St, Sisters (Tax Lot 151004BC00182), Lot 85 Clearpine Phase 6
1092 N Bluebird St, Sisters (Tax Lot 151004BC00183), Lot 84 Clearpine Phase 6
1084 N Bluebird St, Sisters (Tax Lot 151004BC00184), Lot 83 Clearpine Phase 6
110 W Heising Drive, Sisters (Tax Lot 151004BC00155), Lot 50 Clearpine Phase 3

APPLICANT/OWNER: 3 Sisters Partners, LLC; Peter Hall
STAFF: Nicole Mardell, Principal Planner
REQUEST: Type III Review of a modification to an approved Master Plan and Tentative Subdivision Plat. This proposal would alter the conditions of approval from the original land use decision relating to the delivery date and type of affordable housing provided within the ClearPine Subdivision.

APPLICABLE CRITERIA: City of Sisters Development Code (SDC): Chapter 4.1. (Types of Applications and Review Procedures); Chapter 2.2 (Residential District); Chapter 2.3 (Multi-Family Residential District); Chapter 2.15 (Special Provisions), Chapter 4.5 (Master Planned Developments).

HEARING DATE: May 27, 2020, 6:30 pm, Sisters City Council Chambers, 520 E. Cascade Avenue, Sisters, Oregon 97759

FINDINGS OF FACT:
ZONING: Residential (R) District and Multi-Family Residential (MFR) District
COMPREHENSIVE PLAN DESIGNATION: Residential (R) and Multi-Family Residential (R-MFSD)

SITE & PROPOSAL DESCRIPTION: The area subject to this application (subject site) consists of one 0.20-acre parcel in ClearPine Phase 3 (Lot 50) and six properties (Lots 83-88) in ClearPine Phase 6 totaling 0.45-acres in size. These properties are shown on the site map included in Exhibit A. Pursuant to a 2007 development agreement, and conditions of approval in subsequent land use applications for ClearPine implementing the 2007 agreement, 3 Sisters Partners, LLC is required to deliver eight (8) units of affordable housing within the ClearPine subdivision by May 11, 2020. The sum square footage of all units is required to be a minimum of 7,000 square feet and all of the units were to be constructed within the Multifamily Residential Zone (MFR) portion of ClearPine. Because these requirements were memorialized in land use decisions, 3 Sisters Partners, LLC requests a modification of those decisions.

More specifically, the applicant proposes modification to the following items:

- Remove the requirement to deliver the affordable units by May 11, 2020.
- Allow for the sale of property to Sisters Habitat for Humanity to satisfy delivery of six (6) affordable units.

- Allow for delivery of affordable units through six (6) attached townhomes in place of a six (6)-unit multi-family complex.
- Allow for construction of deed restricted single-family home and accessory dwelling unit (ADU) to satisfy two (2) affordable housing units in place of a duplex.
- Allow two of the eight units to be located in the Residential (R) Zone rather than the Multi-Family Residential (MFR) Zone.

SURROUNDING LAND USES: Lots to the west are zoned MFR and R and contain a number of existing single-family homes, cottages, and an HOA owned park. To the north of the subject property is the Trapper Point Subdivision, which is located outside the Sisters City Limits and is zoned Rural Residential -10 acre minimum (RR10). Properties to the south are zoned Residential and have tentative subdivision approval for single family lots (ClearPine Phase 5). Properties to the east are zoned Sun Ranch Residential (SRR) and have tentative subdivision approval for attached, single family residential lots.

BACKGROUND: The following decisions, land use approvals, and applications are associated with the ClearPine Development:

- PA-99-4 / ZC 99-1 Deschutes County Decisions that were followed by Annexation
- SUB 05-07– Three Sisters Business Park Subdivision
- CP 06-04, CP 06-03, Z 05-02 -Comprehensive Plan Amendment converting 12.58 acres to R and MFR and 16.91 acres to LI/NSBP
- CP 14-01 and ZC 14-01 – Comprehensive Plan Amendment and Zone Change converting 8.32 acres of LI/NSBP to R.
- MP 15-01 and SUB 15-01 – Master Plan and Tentative Subdivision Plat on 20.02 acres, for a 77 – lot subdivision.
- FP 15-04 – Final Plat recorded for 14 single family lots in Phase 1.
- MOD 15-06 Modification of SUB 15-01 to modify the setbacks and height limits along the northern property line.
- MOD 16-02 Modification of SUB 15-01 to allow for 9 cottage lots.
- SUB 18-01 – reconfiguring Phase 4 and 5 of the tentative Subdivision Plat for ClearPine Subdivision (approved under MP 15-01/SUB 15-01/MOD 16-02).
- FP 18-03 – Final Plat recorded for 14 single family lots in Phase 3.
- MOD 19-01 – Modification of SUB 18-01 to replace 12 attached townhome lots with 10 cottage style dwellings in Phase 6.
- FP 19-03 – Final Plat recorded for 14 attached townhome and 10 cottage lots in Phase 6.
- V 20-01 – Variance to allow 2' reduction in rear setback for five cottage lots. *(under review)*
- FP 20-02 – Final Plat for 18 single family lots in Phase 5. *(under review)*

This application specifically concerns modifications to the Master Plan and Tentative Subdivision Plat (MP 15-01/SUB 15-01), which was approved by the Planning Commission on 04/30/2015. The City Council called up this decision and subsequently approved the applications on 06/25/2015. These decisions further refined the requirements for affordable housing under the 2007 Development Agreement. Requirements for affordable housing were also included in the land use decision.

SUMMARY OF CONCLUSIONARY FINDINGS: Pursuant to the applicable chapters found in the Sisters Development Code (SDC), this modification request can either be approved, approved with conditions, or denied on the basis of whether the applicable standards and criteria can be satisfied either as submitted, or as mitigated through conditions of approval.

A detailed analysis of applicable standards and conclusionary findings specific to this requested Modification are contained in Exhibit B.

STAFF RECOMMENDATION: Staff concludes that the pertinent land use decisions are eligible for modification but finds that Council has complete discretion as to whether to deny the requested application, approve the requested modification as proposed, or to approve the requested modification with amendments. If Council were to approved as proposed, Staff recommend that the documents attached as Exhibit E, F, and G be approved to memorialize the modification.

EXHIBITS:
The following Exhibits make up the record in this matter:

- **A. Vicinity Map**
- **B. Development Code Citations & Staff Findings**
- **C. Public Notice & Comments**
- **D. Agency Review Comments**
- **E. Draft Conditions of Approval**
- **F. Draft Lot 50 Deed Restriction**
- **G. Draft First Restated Conditions of Approval Agreement**
- **H. Application and Supplemental Materials**
- **I. 2007 Conditions of Approval Agreement.**
- **J. MP 15-01/SUB 15-01 Conditions of Approval**

EXHIBIT A: VICINITY MAP

a

EXHIBIT B: DEVELOPMENT CODE CITATIONS & STAFF FINDINGS

CONCLUSIONARY FINDINGS
The following findings relate to compliance with applicable Development Code standards and criteria. The terms "subject property" or "site" refers to the subject site under consideration.

CHAPTER 4.1 – TYPES OF APPLICATIONS AND REVIEW PROCEDURES

4.1.200 Description of Permit/Decision-Making Procedures
All land use and development permit applications, except building permits, shall be decided by using the procedures contained in this Chapter. General provisions for all permits are contained in Section 4.1.700. Specific procedures for certain types of permits are contained in Section 4.1.200 through 4.1.600. The procedure "type" assigned to each permit governs the decision-making process for that permit. There are four types of permit/decision-making procedures: Type I, II, III, and IV. These procedures are described in subsections A-D below. In addition, Table 4.1.200 lists all of the City's land use and development applications and their required permit procedure(s).

C. Type III Procedure (Quasi-Judicial). Type III decisions are made by the Planning Commission after a public hearing, with appeals heard by the City Council. Type III decisions generally use discretionary approval criteria;

..

E. Notice of all Type III and IV hearings will be sent to public agencies and local jurisdictions (including those providing transportation facilities and services) that may be affected by the proposed action. Affected jurisdictions could include ODOT, the Department of Environmental Quality, the Oregon Department of Aviation, and neighboring jurisdictions.

***Staff Findings*:** The application is for a Major Modification of a master plan and tentative subdivision, which are Type III decisions. The applicant is proposing to alter its original proposal and conditions of approval relating to the timing and delivery of affordable housing units. Due to the scope and extent of the changes from the existing approval, a Major Modification is required and proposed. This modification application follows the Type III application procedures established in Chapter 4.1.

…

4.1.500 Type III Procedure (Quasi-Judicial)

…

***Staff Findings*:** As indicated above, the application is subject to Type III procedures. The applicant submitted the required materials and staff provided the notice required by this section. The hearing of this application will be conducted in accordance with the requirements of this section.

…

4.1.700 General Provisions

...

G. Amended Decision Process.

…

4. Modifications to approved plans or conditions of approval requested by the applicant shall follow the procedures contained in Chapter 4. All other requested changes to decisions that do not qualify as minor or major modifications shall follow the appeal process.

***Staff Findings*:** Applicant is requesting modification to conditions of approval, which constitutes a major modification and will be processed in accordance with the procedures in Chapter 4.

…

J. Major Modification.

1. An applicant may apply to modify an approval at any time after a period of 60 days has elapsed from the time a development approval has become final.
2. Unless otherwise specified in this Code and is not considered a minor modification, the grounds for filing a modification shall be that a change of circumstances since the issuance of the approval makes it desirable to make changes to the proposal, as approved. A modification shall not be filed as a substitute for an appeal or to apply for a substantially new proposal or one that would have significant additional impacts on surrounding properties.
3. An application to modify an approval shall be directed to one or more discrete aspects of the approval, the modification of which would not amount to approval of a substantially new proposal or one that would have significant additional impacts on surrounding properties. Any proposed modification, as defined in this section, shall be reviewed only under the criteria applicable to that particular aspect of the proposal. Proposals that would modify an approval in a scope greater than allowable as a modification shall be treated as an application for a new proposal.
4. An application for a modification of a Type I approval shall be processed as a Type I application. An application for a modification of a Type II approval shall be processed as a Type II application. An application for a Type III approval shall be processed as a Type III application. The Community Development Director shall have the discretion to forward any Type I or Type II modification to the Planning Commission for review.
5. The effect, if any, of a modification upon the original approval time limitation shall be established in the modification decision.

***Staff Findings*:** The procedural requirements of SDC 4.1.700 have been or will be satisfied. The substantive nature of this application is a Major Modification relating to the timing and delivery of affordable units as prescribed in prior land use decisions. Specifically, the applicant seeks to alter the following items:

- Remove the requirement to deliver the affordable units by May 11, 2020.
- Allow for the sale of Lots 83-88, Clearpine Phase 6, to Sisters Habitat for Humanity to meet the intent of delivery of six (6) affordable units.
- Allow for delivery of affordable units through six (6) attached townhomes in place of a six (6)-unit multi-family complex.
- Allow for construction of deed restricted single-family home and accessory dwelling unit (ADU) on Lot 50, Clearpine Phase 3, to meet the intent of delivery for two (2) affordable housing units in place of a duplex.
- Allow two of the eight units to be located in the Residential (R) Zone rather than the Multi-Family Residential (MFR) Zone.

In materials submitted into the record, the Applicant identifies the rationale and change of circumstances that supports the proposed modification. Staff finds that Council could find agreement with one or more of the points made by the applicant and thus find it "desirable" to approve the proposed modifications. Alternatively, staff finds that Council could find the change is not "desirable" for any number of reasons including that the cited changes of circumstance do not warrant a modification. However, staff does not find

that the requested modification is a substitute for an appeal, does not constitute a new proposal, and does not create additional impacts.

Per SDC 4.1.700.J.4, the proposed modifications, shall be reviewed only under the criteria applicable to that particular aspect of the proposal.

The application is for a modification of a Type III approval (consolidated Master Plan/Tentative Subdivision) therefore is being processed as a Type III application using the procedures established in Chapter 4.1.

The approval of MP 15-01/SUB 15-01 was effective on June 30, 2015. The original master plan prescribed an expiration date of three years from date of approval, if no significant effort to initiate the use had been made. The applicant has provided significant effort to initiate four of the six phases of the master planned development. No modifications to the proposed development schedule, other than the affordable housing delivery dates, were requested therefore this approval period remains unchanged.

…

4.1.800 Appeals

…

B. Appeal Authority

…

2. Any request for modification or removal of conditions of approval shall be subject to review by the approving body. The approving body shall grant such request or portions thereof, only upon finding that the application of the condition or conditions would impose an undue or unnecessary hardship on the applicant, and that the condition causing the difficulty was not created by the applicant.

***Staff Findings*:** Council was the approving body of the conditions subject to the requested modification. Staff finds that the Council has discretion whether or not to find that strict application of the conditions of approval as they presently exist would impose an undue hardship and/or that any difficulty was not created by the applicant.

CHAPTER 4.5 – MASTER PLANNED DEVELOPMENTS

…

4.5.800 Approval Durations, Extensions, and Amendments

…

D. Modifications to Master Plan

1. The following minor modification examples may be approved administratively by the Community Development Director;
   - **a.** An increase to the amount of open space or landscaping;
   - **b.** Changes to dimensional standards identified in Section 4.5.400.B as long as the minimum requirements are satisfied. Changes to dimensional standards approved as part of a land division shall be reviewed using Chapter 4.3 Land Divisions and Lot Line Adjustments.
   - **c.** The location of buildings, proposed streets, parking and landscaping or other site improvements shall be as proposed, or as modified through conditions of approval. Changes in the location or alignment of these features by 25 feet or less or other changes of similar magnitude may be approved administratively. Changes to locations approved as part of a land division shall be reviewed using Chapter 4.3 Land Divisions and Lot Line Adjustments.
2. Other modifications are major modifications. See Chapter 4.1.

3. The Community Development Director or the applicant shall have the right to refer a proposed amendment directly to the Planning Commission for their determination of whether or not the amendment creates a substantial adverse impact to the approved Master Plan.
4. Through the Type III decision process, the Planning Commission is authorized to reset the expiration date of the Master Plan approval as part of approving a major modification to an existing master plan. The applicant must submit justification and supporting evidence to the Planning Commission that the additional time is warranted by the proposed modification.

***Staff Findings*:** As discussed above, the requested modification does not qualify as a minor modification per SDC 4.5.800(D)(1) above and is therefore being processed as a Major Modification per SDC 4.5.800(D)(2) and SDC 4.1.700(J).

CHAPTER 2.2 RESIDENTIAL DISTRICT

2.2.100 Purpose

The Residential District is intended to promote the livability, stability and improvement of neighborhoods in the City of Sisters. This chapter provides standards for the orderly development and improvement of neighborhoods based on the following principles:

- Make efficient use of land and public services, accommodate a range of housing types consistent with the Comprehensive Plan, and provide minimum and maximum density standards for land divisions.
- Provide for compatible building and site design at an appropriate neighborhood scale which includes public security and fire protection.
- Reduce reliance on the automobile for neighborhood travel and provide options for walking and bicycling. Provide direct and convenient access to schools, parks and neighborhood services.
- Maintain and enhance the City's historic and natural characteristics.

2.3.200 Uses

A. Permitted uses. Uses permitted in the Multi-Family Residential District are listed in Table 2.3.1 with a "P". These uses are allowed if they comply with the development standards and other regulations of this Code.

B. Special Provisions. Uses that are either permitted or conditionally permitted in the Multi-Family Residential District subject to special provisions for that particular use are listed in Table 2.3.1 with an "SP". Uses subject to an SP shall comply with the applicable special use standards included in Chapter 2.15.

Land Use Category	Permitted/Special Provisions/Conditional Use
Residential	
Single Family Detached Dwelling	P
Accessory dwelling on a single family or manufactured dwelling lot	P/SP

Staff Findings: Two of the proposed affordable units are currently under construction and located on Lot 50, ClearPine Phase 3, zoned R. The units include a single-family detached dwelling, allowed outright,

and an accessory dwelling unit permitted subject to special provisions section 2.15.300, reviewed at the time of building permit.

CHAPTER 2.3 MULTI-FAMILY RESIDENTIAL DISTRICT

2.3.100 Purpose

The Multi-Family Residential District is intended to accommodate a range of housing types and lot sizes and to make efficient use of land and public facilities by establishing minimum and maximum density standards for housing. Multi-Family Residential District design standards ensure compatible building and site design at an appropriate neighborhood scale.

2.3.200 Uses

A. Permitted uses. Uses permitted in the Multi-Family Residential District are listed in Table 2.3.1 with a "P". These uses are allowed if they comply with the development standards and other regulations of this Code.

B. Special Provisions. Uses that are either permitted or conditionally permitted in the Multi-Family Residential District subject to special provisions for that particular use are listed in Table 2.3.1 with an "SP". Uses subject to an SP shall comply with the applicable special use standards included in Chapter 2.15.

Land Use Category	Permitted/Special Provisions/Conditional Use
Residential	
Attached Dwelling/Townhome	P/SP

Key: P = Permitted SP=Special Provisions MCU = Minor Conditional Use Permit
CU = Conditional Use Permit

Staff Findings: Six of the proposed affordable units are located on properties within the MFR district. Habitat for Humanity, the owner and developer of the properties, is proposing to construct six attached townhome units. Attached townhomes are permitted subject to special provision section 2.15.1300, reviewed at the time of building permit.

CHAPTER 2.15.800 AFFORDABLE HOUSING

A. Purpose. The purpose of this Section is to encourage the development of affordable housing for low-income residents, as defined in this section.

B. Definitions. Affordable housing is defined as housing in which low income residents spend no more than 30 percent of their gross household incomes on housing-related expenses. Households are considered "cost-burdened" if they pay more than 30 percent of total household income on housing costs. Housing-related expenses are defined by HUD as follows:

- For homebuyers, housing-related expenses include mortgage principle and interest, taxes, property insurance, mortgage insurance, and essential utilities;
- For renters, housing-related expenses include rent and utilities.

C. Applicability. Except where explicitly stated otherwise in this Section, Affordable Housing must comply with the standards of this Code as they apply to all other residential development.

D. Eligibility.

1. Residential portions of proposals using this bonus shall include one of the following:

a. At least 10 percent of units must be affordable to those earning no more than 30 percent of the area median family income;

b. At least 20 percent of units must be affordable to those earning no more than 60 percent of the area median family income; or

c. At least 40 percent of units must be affordable to those earning no more than 80 percent of the area median family income.

2. In addition, the bonus provisions of this Section are exclusively available for development that meets one of the three following criteria:

a. The development will use funding or loans from State or Federal agencies designated for the purpose of developing low-income affordable housing. As determined by the City Community Development Director, developers utilizing the provisions of this Section may be required to enter into covenants stating that they have or will enter into Use and Regulatory Agreements with one of the following entities: Oregon Department of Housing and Community Services, Federal Department of Housing and Urban Development (HUD), and/or the USDA Rural Development Project.

b. The development will create low-income affordable housing and the developer agrees to enter into a covenant with the City, that must be reviewed by the City Attorney, approved by the City Community Development Director, and ratified by the planning commission. The covenant shall do all of the following as a minimum condition of approval with the exception of income monitoring for home ownership programs such as Habitat for Humanity:

1. State the percentage of the housing units that will be rented or sold at a rate that is affordable to low-income residents.

2. Delineate a system that enables the City to easily monitor the specified percentage of units is in the fact rented affordably to low-income residents, who qualify under Section 8 HUD guidelines.

3. Guarantee that the developer or any successor will maintain rent/payments and income controls for a period of 20 years.

4. Stipulate that if the developer or any successors do not charge affordable rents as provided for in the covenant or do not make a good faith effort to monitor the income level of residents to ensure that they meet the definition of low income at the start of their occupancy, the City is entitled to significant recompense. The amount of recompense shall be specifically stated in the covenant and determined jointly by the developer and the City.

c. The development will be built by a recognized non-profit organization (such as Habitat for Humanity) whose mission is to provide affordable housing. The organization will be required to provide the following documentation:

1. 501c3 Status

2. Mission Statement

3. Family Selection Criteria (including family income less than 60% of area median income).

4. Trust Deed or Sales document used by the organization which ensures long-term affordability (such as a shared appreciation agreement or other deed restriction).

E. Density Bonus. Housing developments that meet the eligibility requirements of this section may be up to 125% as dense as is otherwise allowed within the applicable district. This density bonus may be translated into the creation of new lots that are no smaller than 80% of the permissible lot size in any residential zone.

F. Height Bonus. Housing developments that meet the eligibility requirements of this section may be up to 5 feet taller and multi-family housing may be up to 7 feet taller than is normally allowed within the applicable district.

Staff Finding: The original decision noted that the proposed affordable housing units would comply with the suggested affordable housing requirements above, which have remained unchanged. The applicant is not seeking a height or density bonus, but has agreed to provide the affordable housing units through a 2007 Conditions of Approval Agreement and implemented through the conditions of approval from MP 15-01/SUB 15-01. More discussion regarding the affordable housing requirements and tracking is discussed below.

2007 CONDITIONS OF APPROVAL AGREEMENT AND MP 15-01, SUB 15-01 CONDITIONS

Condition #5:

3 Sisters has agreed to construct affordable housing units within Tract A of Three Sisters Business Park based on obtaining approval to construct 62 residential units in Tract A, 3 Sisters will provide eight (8) affordable housing units within Tract A. The number of affordable housing units shall be reduced on a proportional basis in the event 3 Sisters is approved for the development of less than 62 residential units in Tract A. 3 Sisters will work with Housing Works, Neighbor Impact, Habitat for Humanity, or such other affordable housing program provider(s) that is approved by the City of Sisters in writing, to assure that the units/lots are affordable as detailed below. Affordable housing is housing affordable to households earning 80% of Area Median Income (AMI) or lower as designated on a yearly basis for Deschutes County by the federal department of Housing and Urban Development (HUD). Housing is affordable when no more than 30% of annual household income is spent on housing (principal, interest, taxes and insurance). The units to be constructed shall also meet any covenants, conditions and restrictions developed by 3 Sisters for Tract A. 3 Sisters may choose to construct the dwelling units and work with one of the affordable housing providers to implement the affordability component. The program, as proposed shall include the following:

- The anticipated 6-unit rental complex shall remain affordable for a period of at least 50 years.
- The anticipated 2 attached townhomes shall remain affordable for a period of at least 20 years.
- The square footage of all the affordable units provided under this agreement shall sum to a minimum of 7,000 square feet in size.
- In the event a mini-storage facility with second story loft apartments is constructed on either of Lots 4,5,6, and/or 7 of the Three Sisters Business Park, the second story loft units shall be constructed to meet applicable Housing Quality Standards as defined for the HUD Voucher program.

MP 15-01/SUB 15-01

Condition #2: Conditions of Approval (COA) regarding CP 14-01 (ORD #448): The condition of approval (14 terms) for this land use application remain effect. These units of affordable housing will be provided in MFR Zone of the proposed subdivision during a subsequent site plan application per Condition #3 below. All other COA terms referenced in CP 14-01 remain effective and applicable to this application.

Condition #3: Timing of provision of Affordable Housing Units: No later than 24 months from the date applicant obtains a building permit for Phase 1 of the Subdivision, the applicant or third party affordable housing developer shall submit a site plan for the MFR zoned area of the development which includes an illustration of provision of affordable housing units per Condition #2. Within 24 months after this decision, the applicant or third-party affordable housing developer shall make the 8 affordable housing units available for rent or sale per the terms of Condition #2.

Applicant's Response: *The applicant seeks to make the following modifications to the above referenced affordable housing conditions in order to provide the affordable housing units contemplated within the ClearPine development.*

1. *Conveyance of Property to Habitat. Condition #5 from the 2007 Development Agreement contemplated the construction of a 6-unit affordable housing rental complex. Master Plan Approval Conditions 2 and 3 required the applicant to submit a site plan application for such units within 24-months of the date of decision, with affordable housing units constructed within 24-months of site plan approval. In this instance, the applicant has conveyed six residential lots to Habitat for the construction of individual single-family units, all of which will comply with the ClearPine Design Guidelines. As single-family units, no site plan will be required under the City Development Code. Utilizing funding it has obtained from the State of Oregon, Habitat will construct individual affordable housing units on each of its six lots within the ClearPine development. The applicant seeks to modify the above conditions to specify that the conveyance of six residential lots to Habitat fulfills the requirement to construct a six-unit rental complex.*

2. *Construction of Deed Restricted Single-family Unit and ADU. Condition #5 from the 2007 Development Agreement contemplated the construction of a 2-unit duplex unit that would remain affordable for a period of 20-years. Master Plan Approval Conditions 2 and 3 required the applicant to submit a site plan application for such units within 24-months of the date of decision, with affordable housing units constructed within 24-months of site plan approval. As noted above, the applicant has constructed one single-family unit and associated ADU on Lot 50, schedule for completion in May 2020. As such, no site plan application is required under the City Development Code. Each unit will be deed restricted as an affordable housing unit to ensure compliance with the applicable affordability standards (affordable to households earning 80% of AMI or lower) and will be managed by the applicant or identified third-party affordable housing provider. The applicant seeks to modify the above conditions to specify that the construction of a deed restricted single-family affordable rental housing unit and associated ADU fulfills the requirement to construct an affordable duplex unit.*

3. *Construction within Residential Zoning District. The above referenced conditions contemplate the construction of affordable housing units within the MFR Zoning district. Pursuant to such conditions, the six residential lots conveyed to Habitat are located within the MFR Zone. However, the applicant has constructed the two remaining units of affordable housing units within the Residential (R) Zone, immediately across W. Heising Drive adjacent to the boundary of the MFR Zone. The applicant seeks to modify the above conditions to reflect these two affordable units are now located in ClearPine's R Zone.*

Staff Findings: In the burden of proof, the applicant acknowledges that the original approval allowed for a six-unit multi-family building and two attached townhomes. The applicant did not describe the need for the variation from this requirement, but did describe efforts to move forward on two separate processes to deliver affordable units. The applicant is proposing to administer these changes through a restatement of the 2007 conditions of approval agreement. If Council were to approve the modification as proposed, a recommended First Restated Condition of Approval Agreement is attached hereto as Exhibit G.

The applicant stated they had been working to serve the sites with private infrastructure as part of the overall ClearPine development, and had been working closely with Habitat for Humanity for construction of several units. Sisters Habitat for Humanity purchased six lots (Lots 83-88) in ClearPine Phase 6 on September 17, 2019. The applicant stated delays occurred in this sale due to requirements related to the Oregon Local Innovation and Fast Track (LIFT) funding. Habitat is proposing to construct six attached

townhome units, split into clusters of two, and available for ownership rather than rental through Habitat's affordable home ownership model. Building permits have been submitted for four of the six units and reviewed by City of Sisters Planning. Construction of these units is anticipated to be completed by December 2020. As described in their letter of intent submitted with the application, Habitat plans to apply for permits on the remaining two townhome units by fall 2020, begin construction in early 2021, and complete construction by August 2021. All six of these units are to be located in the MFR Zone.

The remaining two units are currently being constructed by 3 Sisters Partners, LLC and are anticipated to be completed and occupied by June of 2020, per the applicant's most recent letter dated May 15, 2020. The applicant has provided documentation of a third-party manager, Anita French, who has extensive experience in managing affordable housing units and familiarity with HUD Section 8 criteria. If Council were to approve the modification as proposed, a recommended deed restriction is attached hereto as Exhibit F.

In total, the square footage of all proposed units is approximately 8,331 square feet. This meets and exceeds the 7,000 square feet required by the original development agreement and conditions of approval.

Staff requests that the City Council review the proposed changes to the type of affordable units being proposed, their delivery schedule, and the location of two units in R Zone, and offer feedback to staff on whether or not the proposed modifications are acceptable.

---------- ***End of Conclusionary Findings*** ----------

EXHIBIT C: PUBLIC NOTICE & COMMENTS

Public Notice & Comments: Notice of the proposed application was posted in accordance with SDC 4.1.500.B. At the time this staff report was completed, no public comments were received.

EXHIBIT D: AGENCY REVIEW COMMENTS

Notices were sent to City Departments and other affected agencies for comment. The following Department and Agency comments were received:

PUBLIC WORKS (PAUL BERTAGNA) & ENGINEERING (ERIK HUFFMAN):

No comments or concerns about what has been proposed.

SISTERS/CAMP SHERMAN FIRE DISTRICT (DOUG GREEN):

No comment.

CENTRAL OREGON ELECTRIC COOPERATIVE (PARNELI PERKINS):

No comment.

EXHIBIT E: STAFF RECOMMENDED CONDITIONS OF APPROVAL

Staff Recommended *DRAFT* Conditions of Approval for MOD 20-01

The following conditions of approval are associated with the land use application files MOD 20-01.

Conditions of Approval.

1. Condition #2 of MP 15-01/SUB 15-01 is restated in its entirety as follows:

   The conditions of approval (14 terms) for CP-14-01 remain in full force and effect. 6 of the 8 required units of affordable housing will be provided in MFR Zone of the proposed subdivision and will be subject to site plan application per Condition #3 below. 2 of the 8 required units of affordable housing may be provided in the R Zone. All other COA terms referenced in CP 14-01 remain effective and applicable to this application.

2. Condition #3 of MP 15-01/SUB 15-01 is restated in its entirety as follows:

   Conveyance of 6 lots within the MFR to Sisters Habitat for Humanity will satisfy applicant's obligation to provide 6 of the 8 required units of affordable housing. No later than June 30, 2020, the applicant or a third-party affordable housing developer must obtain a final certificate of occupancy for two affordable housing units available on Lot 50. Prior to receiving any certificate of occupancy on Lot 50, Developer must execute a deed restriction in a form satisfactory to the Community Development Director to ensure the units on Lot 50 remain affordable for a period of at least 20 years.

3. As a condition precedent to receiving approval under FP-20-02, or any building permits located on any lots created by the plat under review in FP-20-02, applicant shall execute and provide an original ink signature copy of the First Restated Conditions of Approval Agreement attached hereto as Exhibit G.

4. As a condition precedent to receiving a final certificate of occupancy for the first dwelling on Lot 50, Applicant shall execute and provide an original ink signature of the Deed Restriction attached hereto as Exhibit F along with the recording fee.

5. Except as expressly modified herein, all conditions of approval specified in previously approved land use decisions concerning the ClearPine development remain in full force and effect.

END OF CONDITIONS

EXHIBIT F: DEED RESTRICTION

After recording return to:

City of Sisters
520 East Cascade
Sisters, Oregon 97759

DECLARATION OF RESTRICTIVE COVENANT

This DECLARATION OF RESTRICTIVE COVENANT (this "Declaration") is made by 3 Sisters Partners LLC ("Declarant") for the benefit of the City of Sisters, Oregon (the "City") dated effective this ____ day of _____, 2020.

Recitals

A. Declarant is the owner of the real property legally described as Lot 50, Clearpine Phase 3, City of Sisters, Deschutes County, Oregon ("Lot 50").

B. As a condition of certain land use approvals, Declarant must construct affordable dwelling units on property owned by Declarant.

C. Declarant intends to construct two residential dwelling units (one single-family home and one accessory dwelling unit) on Lot 50 that will be "affordable dwelling units" as further defined below.

D. This Declaration is made to ensure the two residential dwelling units remain affordable housing units in accordance with applicable conditions of approval.

Declaration

Declarant hereby declares that Lot 50 shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following:

1. Restrictive Covenant. Lot 50 may only be occupied and operated as affordable housing with a minimum of two separate affordable dwelling units. The two affordable dwelling units must be occupied by separate qualifying parties. For the avoidance of doubt, the accessory dwelling unit cannot be used as a guest house or additional living space for the party occupying the primary dwelling or vice versa.

2. Affordable Housing. Each dwelling unit must be occupied by and affordable to households earning 80% of Area Median Income (AMI) or lower as designated on a yearly basis for Deschutes County by the federal department of Housing and Urban Development (HUD). Housing is affordable when no more than 30% of annual household income is spent on housing. For homebuyers, housing-related expenses include mortgage principle and interest, taxes, property insurance mortgage insurance, and essential utilities (water, sewer and electricity). For renters, housing-related expenses include rent and utilities

3. Verification of Compliance. The owner of Lot 50 will retain a property manager or consultant acceptable to City to ensure the dwelling units are occupied and remain

affordable in accordance with this Declaration. The owner of Lot 50 must provide City prior notice of any proposed transfer, sale, lease, or other conveyance of Lot 50 or any change of the occupants to any dwelling unit on Lot 50 that includes all proposed terms of the transfer, sale, lease, conveyance, or occupancy. Upon request by City, the owner of Lot 50 must also provide documentation supporting compliance with the requirements of this Declaration (i.e. occupant information, sale documents, rental payment history, etc.).

4. Remedies. The owner of Lot 50 will forfeit, and City will be entitled to, any and all payments or other consideration received by the owner Lot 50, or any other party, above and beyond the maximum sale price or amounts permitted to be charged to tenants of Lot 50 under this Declaration plus interest at the rate of 9% per annum from the date such amounts were received. Moreover, the expiration date of this Declaration will be extended proportionately to any period of time in which Lot 50 is occupied in a manner that violates the provisions of this Declaration. City may, after no less than thirty (30) days written notice to the owner of Lot 50, seek an injunction to any violation of this Declaration without obligation to post bond or prove monetary damages. The remedies in this Section 4 are in addition to, and will not preclude, any other remedy available to City under applicable law or at equity. City may pursue any or all of its remedies consecutively or concurrently.

5. Expiration. Subject to Section 4, this Declaration will remain effective for a period of twenty years after the date on which a final certificate of occupancy is issued for the second affordable dwelling unit constructed on Lot 50 (the "Expiration Date"). The terms, conditions and obligations of this Declaration shall automatically terminate on the Expiration Date and the City shall have no further rights with respect to Lot 50 except for those accruing prior to the Expiration Date. Notwithstanding and without diminishing the automatic and self-executing nature of the termination provision set forth herein, the City shall, promptly upon the request of the owner of Lot 50 after the Expiration Date, execute an instrument reasonably acceptable to City that releases and quit claims its rights under this Declaration at no cost to City.

6. Declarant Representations. Declarant, and the party executing this Declaration on behalf of Declarant, represents, warrants, and certifies that:

    a. Declarant possesses all necessary power and authority to execute this Declaration, to subject Lot 50 to the terms and conditions of this Declaration, and to develop Lot 50 as affordable housing;

    b. The person executing this Declaration on behalf of Declarant has been duly authorized to act in such capacity and to take such other action as may be necessary to accomplish the purposes of this Declaration;

    c. Execution and delivery of this Declaration will not conflict with any provision of Declarant's governing documents; breach any agreement to which Declarant is a party; or violate any law, rule, regulation, covenants, conditions, restrictions, easements, or order to which Declarant or Lot 50 is subject; and

d. This Declaration is the legal, valid, and binding obligation of Declarant, enforceable against Declarant in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application, or by general principles of equity.

7. Governmental Powers. Nothing in this Declaration is intended, nor shall it be construed, to in any way limit the actions of City in the exercise of its governmental powers. It is the express intention of the parties that City shall retain the full right and ability to exercise its governmental powers with respect to any owner or occupant of Lot 50, Lot 50, or the transactions contemplated by this Declaration to the same extent as if it were not a party to this Declaration, and in no event shall City have any liability in contract, tort, or any other legal or equitable theory arising under this Declaration by virtue of any exercise of its governmental powers.

8. Binding Effect. This Declaration shall run with the land and be binding upon and inure to all current and future interest holders in Lot 50.

9. No Partnership. Declarant acknowledges and agrees that it is acting in its own independent capacity under this Declaration, and not as an agent, employee, or subcontractor for City. City is not, by virtue of this Declaration, a partner or joint venturer with Declarant in connection with development of Lot 50 or this Declaration, and shall have no obligation with respect to Declarant's debts or other liabilities of any nature.

10. No Merger. The interests, rights, covenants, and obligations established by this Declaration shall not merge with the fee ownership of Lot 50.

11. Governing Law & Venue. This Declaration 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 Declaration. Any action, suit, or proceeding arising out of the subject matter of this Declaration will be litigated in courts located in Deschutes County, Oregon.

12. Attorney Fees. In the event of any suit, arbitration, or action arising from or related to this Declaration, the prevailing party in such suit, arbitration, or action shall be entitled to all costs and expenses incurred in connection with such suit, arbitration, or action, including title reports, expert witness fees, and such amount as the court may determine to be reasonable as attorney's fees and costs, including those incurred by the prevailing party in any appeal.

13. Severability. If any term or provision of this Declaration shall, to any extent, be held invalid or unenforceable in any respect, such invalidity or unenforceable shall not affect such term or provision in any other respect nor affect the remaining terms and provisions. It is in the intention that this Declaration be held valid and enforced to the fullest extent permitted by law.

14. Waiver. No waiver of any breach of any of the provisions herein shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in, or consent to any further or succeeding breach of the same or any other easement, covenant, or agreement.

15. Amendment. Any amendment or repeal of a provision of this Declaration or the adoption of any additional provision shall become effective only upon the recording in the official records of Deschutes County, Oregon, of an amendment that contains the signature of an authorized representative of the City.

Declarant:	**City**
3 SISTERS PARTNERS LLC	City of Sisters
_____	_____
Peter Hall, Manager	Cory Misley, City Manager

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on ____ day of _____, 2020, by Peter Hall as an authorized signatory on behalf of 3 Sisters Partners LLC.

_____
NOTARY PUBLIC FOR OREGON
My commission expires:_____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on ____ day of _____, 2020, by Cory Misley as the City Manager of the City of Sisters.

_____
NOTARY PUBLIC FOR OREGON
My commission expires:_____

EXHIBIT G:

MODIFICATION OF CERTAIN LAND USE APPROVALS AND SATISFACTION OF CONDITIONS OF APPROVAL AGREEMENT

FIRST RESTATED
CONDITIONS OF APPROVAL AGREEMENT

This First Restated Conditions of Approval Agreement ("Agreement") is executed this ___ day of _____, 2020 (the "Effective Date") by and between the City of Sisters ("City") and 3 Sisters Partners, LLC ("3 Sisters").

RECITALS

A. 3 Sisters and City are parties to that certain Conditions of Approval Agreement executed by 3 Sisters on June 20, 2007 (including all extensions, the "2007 Agreement"). The 2007 Agreement was executed in connection with City approval of a Comprehensive Plan Text Amendment, Development Code Text Amendment and a Zoning Map Amendment in City planning files nos. C-06-04, CP-06-03 and Z-06-02.

B. Amongst other obligations, the 2007 Agreement required 3 Sisters to (i) provide 8 affordable housing units comprised of at least 7,000 square feet in the aggregate within the property legally described as Tract A, Clearpine, Phase 1, Sisters, Deschutes County, Oregon ("Tract A") (ii) make certain infrastructure improvements or payments in lieu to support development on Tract A.

C. The conditions and requirements of the 2007 Agreement have been subsequently referenced, incorporated, or further refined in conditions of approval to the following City land use decisions (collectively, the "Subsequent Land Use Approvals"):

- CP-06-04, CP-06-03, Z-05-02 – Comprehensive Plan Amendment converting 12.58 acres to R and MFR and 16.91 acres to LI/NSBP
- CP-14-01 and ZC-14-01 – Comprehensive Plan Amendment and Zone Change converting 8.32 acres of LI/NSBP to R
- MP-15-01 and SUB-15-01 – Master Plan and Tentative Subdivision Plat on 20.02 acres, for a 77-lot subdivision
- FP-15-04 – Final Plat recorded for 14 single family lots in Phase 1
- MOD-15-06 – Modification of SUB-15-01 to modify the setbacks along the northern property line
- MOD-16-02 – Modification of SUB-15-01 to allow for 9 cottage lots
- SUB-18-01 – reconfiguring the tentative Subdivision Plat for Phase 4 and 5 of the ClearPine Subdivision (approved under MP-15-01/SUB-15-01/MOD-16-02)
- FP 18-03 - Final Plat recorded for 13 single family lots in Phase 3
- MOD 19-01 and CD 19-01 Modification of SUB 18-01 to reconfigure a portion of Phase 6 lots and Cottage Development approval for 10 single family cottage style lots
- FP 19-03 – Final Plat for 14 attached townhome and 10 cottage lots in Phase 6

D. On September 17, 2019, 3 Sisters deeded 6 lots within the MFR Zone legally described as Lots 83-88, Clearpine, Phase 6, Sisters, Deschutes County, Oregon (the "6 Lots") to the nonprofit entity, Sisters Habitat for Humanity, Inc. ("Habitat"). Habitat intends to construct six affordable housing units on the 6 Lots with at least 6,000 square feet of building area in the aggregate. All six units will be constructed and conveyed as affordable housing units under Habitat's "home ownership" model.

E. 3 Sisters has also commenced the construction of two dwelling units on the real property legally described as Lot 50, ClearPine Phase 3, Sisters, Deschutes County, Oregon ("Lot 50"). These dwelling units, which will consist of a 2-bedroom/2-bath primary dwelling approximately 1,803 square feet in size and a detached 1-bedroom/1-bath accessory dwelling unit approximately 528 square feet in size, are intended to be rented as affordable housing units. 3 Sisters will offer these two affordable housing units for rent in May 2020, with occupancy anticipated in June 2020. 3 Sisters intends to engage a property management company or other qualified consultant with experience in handling affordable rental projects.

F. Because 3 Sisters' proposal for providing affordable housing units is different than the 2007 Agreement and the Subsequent Land Use Approvals, 3 Sisters applied for a modification of the 2007 Agreement and Subsequent Land Use Approvals under City planning file no. MOD-20-01. This Agreement memorializes City's approval of certain modifications of the 2007 Agreement and acknowledgment that 3 Sisters has satisfied its obligations under the 2007 Agreement except for those remaining obligations set forth in this Agreement.

AGREEMENT

In consideration of the foregoing recitals, the obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provision of Affordable Housing Units. 3 Sisters will provide 8 dwelling units, of at least 7,000 square feet in the aggregate, to be operated and occupied as affordable housing. Affordable housing is a dwelling unit that is affordable to households earning 80% of Area Median Income (AMI) or lower as designated on a yearly basis for Deschutes County by the federal department of Housing and Urban Development (HUD). A dwelling unit is affordable when no more than 30% of annual household income is spent on housing (rent or principal, interest, taxes and insurance). All affordable housing units required by this Agreement must be constructed to meet all applicable requirements of the Sisters Development Code, state building codes, and any recorded and applicable covenants. conditions and restrictions. All affordable housing units must remain affordable for a minimum of twenty years from the date they are made available for occupancy as affordable housing (i.e. issuance of a certificate of occupancy).

2. Conveyance of Property to Habitat. City agrees that the conveyance of the 6 Lots to Habitat, and Habitat's commitment to construct 6 affordable housing units of at least 6,000 square feet in the aggregate on the 6 Lots, satisfies 6 of the 8 affordable housing units to be provided by 3 Sisters.

3. Construction of Deed Restricted Single-family Unit and ADU. City agrees that the construction of two rental units with at least 2,331 square feet of total building area located on Lot 50 on or before June 30, 2020 is sufficient to satisfy 3 Sisters's obligations for the remaining 2 affordable housing units. Within 5 business days after the Effective Date, 3 Sisters must execute and record the deed restriction attached hereto as Exhibit A in the Deschutes County property records to ensure such units remain affordable for the required 20-year period.

4. Transportation and Utility Caps. As of the Effective Date, 3 Sisters has credits for 150 PM peak hour transportation trips to be used within Tract A. City will not require any off-site mitigation or further transportation analysis for development within Tract A until this trip cap is exceeded. Once expended, trip credits are non-refundable notwithstanding any change of uses within Tract A. 3 Sisters may assign trip credits to individual properties within Tract A. System development charges remain payable for all development.

5. Restatement. This Agreement restates and wholly supersedes the 2007 Agreement.

6. Remedies. 3 Sisters agrees that no further land use approvals or building permits will be issued for development within Tract A to 3 Sisters or, as of the Effective Date, any successor to 3 Sisters' interest in any portion of Tract A unless and until 3 Sisters fully performs its obligations under Section 3 above . After no less than thirty (30) days' written notice to 3 Sister s, City may seek an injunction for any violation of this Agreement without any obligation to post bond or prove monetary damages. The remedies in this Section 6 are in addition to, and will not preclude, any other remedy available to City under applicable law or at equity. City may pursue any or all of its remedies consecutively or concurrently.

7. 3 Sisters Representations. 3 Sisters, and the party executing this Agreement on behalf of 3 Sisters, represents, warrants, and certifies that:

    a. 3 Sisters possesses all necessary power and authority to execute this Agreement and to comply with the terms and conditions of this Agreement;

    b. The person executing this Agreement on behalf of 3 Sisters has been duly authorized to act in such capacity and to take such other action as may be necessary to accomplish the purposes of this Agreement;

    c. Execution and delivery of this Agreement will not conflict with any provision of 3 Sisters' governing documents; breach any agreement to which 3 Sisters is a party;

or violate any law, rule, regulation, covenants, conditions, restrictions, easements, judgement or order to which 3 Sisters is subject; and

d. This Agreement is the legal, valid, and binding obligation of 3 Sisters, enforceable against 3 Sisters in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application, or by general principles of equity.

8. No Partnership. 3 Sisters acknowledges and agrees that it is acting in its own independent capacity under this Agreement, and not as an agent, employee, or subcontractor for City. City is not, by virtue of this Agreement, a partner of or in a joint venture with 3 Sisters in connection with 3 Sisters' development activities. City shall have no obligation with respect to 3 Sisters' debts or other liabilities of any nature.

9. Governing Law & Venue. 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, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Deschutes County, Oregon.

10. Attorney Fees. In the event of any suit, arbitration, or action arising from or related to this Agreement, the prevailing party in such suit, arbitration, or action shall be entitled to all costs and expenses incurred in connection with such suit, arbitration, or action, including title reports, expert witness fees, and such amount as the court may determine to be reasonable as attorney's fees and costs, including those incurred by the prevailing party in any appeal.

11. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable in any respect, such invalidity or unenforceable shall not affect such term or provision in any other respect nor affect the remaining terms and provisions. It is in the intention that this Agreement be held valid and enforced to the fullest extent permitted by law.

12. Waiver. No waiver of any breach of any of the provisions herein shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in, or consent to any further or succeeding breach of the same or any other easement, covenant, or agreement.

13. Amendment. Any amendment or repeal of a provision of this Agreement or the adoption of any additional provision shall become effective only upon the recording in the official records of Deschutes County, Oregon, of an amendment that contains the signature of an authorized representative of the City.

[signatures on next page]

EXECUTED EFFECTIVE as of the Effective Date.

CITY OF SISTERS	**3 SISTERS PARTNERS LLC**
_____	_____
By_____	Peter Hall, Manager
Its_____	

EXHIBIT H: APPLICATION AND SUPPLEMENTAL MATERIALS

Master Planning Application Form

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

CITY OF SISTERS

- ☐ Accessory Dwelling
- ☐ Annexation (III/IV)
- ☐ Appeal
- ☐ Code Text Amendment
- ☐ Comp. Plan Amendment
- ☐ Conditional Use Permit
- ☐ Minor Conditional Use
- ☐ Final Plat Review
- ☐ Home Occupation
- ☐ Lot Line Adjustment/Consolidation
- ☐ Master Plan
- ☒ Modification
- ☐ Partition
- ☐ Re-plat
- ☐ Site Plan Review
- ☐ Subdivision
- ☐ Time Extension
- ☐ Temporary Use Permit
- ☐ Vacation Rental
- ☐ Variance
- ☐ Zone Change
- ☐ Other _____

Applicant Information

* The applicant will be the primary contact for all correspondence and contact from the City unless other arrangements are made in writing.

Name: Peter Hall

Phone: 541 408-0141

Address: 1195 NW Redfield Circle, Bend, OR 97703

Email: peterhallclearpine@gmail.com

Property Owner Information

Name: 3 Sisters Partners, LLC

Phone: _____

Address: (same)

Email: _____

Property Information

Address: ClearPine Subdivision

Property Size (Acres or Square Feet): _____

Tax Lot Number(s): W. Hersing Drive + N. Bluebird Drive

Existing Zoning of Property: _____

Comprehensive Plan Designation: _____

Describe Project/Request: Extinguish all Development Agreements and land use approval COA's relative to an 8-unit affordable housing project

Applicant Signature: Peter B Hall

Date: 3/24/20

Property Owner Signature: Peter B Hall

Date: 3/24/20

For Office Use Only

Date Received: _____

File No.: _____

Check No.: _____

Cash: _____

Amount Paid: _____

Receipt #: _____

Checked By: _____

BURDEN OF PROOF

Request

3 Sisters Partners LLC files this application under Section 4.1.700(J) of the City of Sisters Development Code ("SDC") to modify the conditions of development approval outlined below. The requested modification concerns the provision of affordable housing units within the City limits and complies with the modification standards contained in SDC 4.1.700(J).

Background and Affordable Housing Requirements

In 2007, the 3 Sisters Partners LLC received City approval of a Comprehensive Plan Text Amendment, Development Code Text Amendment and a Zoning Map Amendment in City land use permit files C-06-04, CP06-03 and Z06-02. In connection with such approvals, the applicant and City entered into a Conditions of Approval Agreement in June 2007. This agreement was characterized as a "Development Agreement" and contains the following affordable housing requirements:

> *5. 3 Sisters has agreed to construct affordable housing units within Tract A of Three Sisters Business Park based on obtaining approval to construct 62 residential units in Tract A. In the event 3 Sisters is approved for the development of 62 residential units in Tract A, 3 Sisters will provide eight (8) affordable housing units within Tract A. The number of affordable housing units shall be reduced on a proportional basis in the event 3 Sisters is approved for the development of less than 62 residential units in Tract A 3 Sisters will work with Housing Works, Neighbor Impact, Habitat for Humanity, or such other affordable housing program provider(s) that is approved by the City of Sisters in writing, to assure that the units/lots are affordable as detailed below. Affordable housing is housing that is affordable to households earning 80% of Area Median Income (AMI) or lower as designated on a yearly basis for Deschutes County by the federal department of Housing and Urban Development (HUD). Housing is affordable when no more than 30% of annual household income is spent on housing (principal, interest, taxes and insurance). The unites to be constructed shall also meet any covenants, conditions and restrictions developed by 3 Sisters for Tract A. 3 Sisters may choose to construct the dwelling units and work with one of the affordable housing providers to implement the affordability component. The program, as proposed shall include the following:*
>
> - *The anticipated 6-unit rental complex shall remain affordable for a period of at least 50-years.*
> - *The anticipated 2-unit duplex unit shall remain affordable for a period of at least 20-years.*
> - *The square footage of all the affordable housing units provided under this agreement shall sum to a minimum of 7,000 square feet of building area.*

In 2015, the applicant obtained Master Plan approval for the ClearPine residential subdivision in City land use file MP-15-01 (the "Master Plan approval"). The Master Plan approval contained

the following two conditions that were intended to implement the affordable housing conditions specified in the 2007 Development Agreement:

> ***2. Conditions of Approval (COA) regarding CP 14-01 (ORD # 448)****: The conditions of approval (14 terms) for this land use applications remain in effect. Specifically, CP # 14-01 COA (Condition 5) requires the applicant to provide 8 units of affordable housing, encompassing a minimum of 7,000 square feet of building area. These units of affordable housing will be provided in the MFR zone of the proposed subdivision during a subsequent site plan application per Condition #3 below. All other COA terms reference in CP#14-01 remain effective and applicable to this application.*
>
> ***3. Timing of provision of Affordable Housing Units****: No later than 24 months from the date applicant obtains a building permit for Phase 1 of the Subdivision, the applicant or third party affordable housing developer shall submit a site plan for the MFR zoned area of the development which includes an illustration of provision of affordable housing units per Condition #2. Within 24 months after this decision, the applicant or third party affordable housing developer shall make the 8 affordable housing units available for rent or sale per the terms of Condition #2.*

Following the date of such approvals, the applicant has worked to construct and install the public and private infrastructure necessary to serve planned residential development within ClearPine community. Subdivision plats have been recorded for phases 1, 2, 3 and 6, with around 40 residential units constructed to date within the ClearPine development. Through the development process, the applicant has continued to work closely with Habitat for Humanity and the State of Oregon to implement the above referenced affordable housing requirements. On September 17, 2019, the applicant deeded 6 townhome (duplex) lots in ClearPine Phase 6 (lots 83-88) to the nonprofit entity, Sisters Habitat for Humanity, Inc. ("Habitat") for the construction of affordable housing units under the standards referenced above. Because of Oregon LIFT funding requirements, this transaction took nearly a year to finalize. Title to these six lots is now vested in the name of Habitat. Habitat has commenced construction of the first four affordable units in March 2020. The two additional units will be begin construction in late 2020. All six units will be constructed and conveyed as affordable housing units under Habitat's "home ownership" model. The six units will provide a minimum of 6000 square feet of total building area.

In addition, 3 Sisters Partners is completing the construction of the two affordable housing units on Lot 50, ClearPine Phase 3, located at 150 W. Heising Drive. These units will be provided as affordable rental units and will consist of one 2 bedroom/2 bath house (approximately 1,803 square feet in size) and one detached 1 bedroom/1 bath accessory dwelling unit (approximately 528 square feet in size). In total, such units will provide an additional 2331 square feet of total building area. 3 Sisters will offer these two units for rent in April 2020, with occupancy in May 2020. The units will be offered for rent as affordable housing under the affordability standards referenced above (affordable to households earning 80% of AMI or lower). 3 Sisters Partners intends to work with a property management company with experience in handling affordable rental projects. Upon City approval of this modification request, 3 Sisters Partners will record a

deed restriction in the Deschutes County property records to require that such units remain as affordable housing units for a 20-year period as required by Condition 5 of the 2007 Development Agreement. A copy of the proposed deed restriction document is attached as Exhibit A.

In all, 3 Sisters Partners will have facilitated the construction of about 8331 square feet of affordable housing building area, as compared to the minimum of 7000 square feet as specified in CP 14-01, Condition 2.

Proposed Modifications

The applicant seeks to make the following modifications to the above referenced affordable housing conditions in order to provide the affordable housing units contemplated within the ClearPine development.

1. Conveyance of Property to Habitat. Condition #5 from the 2007 Development Agreement contemplated the construction of a 6-unit affordable housing rental complex. Master Plan Approval Conditions 2 and 3 required the applicant to submit a site plan application for such units within 24-months of the date of decision, with affordable housing units constructed within 24-months of site plan approval. In this instance, the applicant has conveyed six residential lots to Habitat for the construction of individual single-family units, all of which will comply with the ClearPine Design Guidelines. As single-family units, no site plan will be required under the City Development Code. Utilizing funding it has obtained from the State of Oregon, Habitat will construct individual affordable housing units on each of its six lots within the ClearPine development. The applicant seeks to modify the above conditions to specify that the conveyance of six residential lots to Habitat fulfills the requirement to construct a six-unit rental complex.

2. Construction of Deed Restricted Single-family Unit and ADU. Condition #5 from the 2007 Development Agreement contemplated the construction of a 2-unit duplex unit that would remain affordable for a period of 20-years. Master Plan Approval Conditions 2 and 3 required the applicant to submit a site plan application for such units within 24-months of the date of decision, with affordable housing units constructed within 24-months of site plan approval. As noted above, the applicant has constructed one single-family unit and associated ADU on Lot 50, schedule for completion in May 2020. As such, no site plan application is required under the City Development Code. Each unit will be deed restricted as an affordable housing unit to ensure compliance with the applicable affordability standards (affordable to households earning 80% of AMI or lower) and will be managed by the applicant or identified third-party affordable housing provider. The applicant seeks to modify the above conditions to specify that the construction of a deed restricted single-family affordable rental housing unit and associated ADU fulfills the requirement to construct an affordable duplex unit.

3. Construction within Residential Zoning District. The above referenced conditions contemplate the construction of affordable housing units within the MFR Zoning district. Pursuant to such conditions, the six residential lots conveyed to Habitat are located within the MFR Zone. However, the applicant has constructed the two remaining units of affordable housing units within the Residential (R) Zone, immediately across W. Heising Drive adjacent to the boundary of the MFR Zone. The applicant seeks to modify the above conditions to reflect these two affordable units are now located in ClearPine's R Zone.

Approval Criteria

The applicant fulfills the approval criteria for a "major modification" of conditions as specified in Section 4.1.700(J) of the City of Sisters Development Code, as referenced below:

(1) An applicant may apply to modify an approval at any time after a period of 60 days has elapsed from the time a development approval has become final.

Proposed Finding: The applicant's proposed modification application has been filed years after the approval of the ClearPine residential development. The proposed modification request complies with the standards of this section.

(2) Unless otherwise specified in this Code and is not considered a minor modification, the grounds for filing a modification shall be that a change of circumstances since the issuance of the approval makes it desirable to make changes to the proposal, as approved. A modification shall not be filed as a substitute for an appeal or to apply for a substantially new proposal or one that would have significant additional impacts on surrounding properties.

Proposed Finding: Significant changes have occurred since the original promulgation of the conditions of approval specified in the 2007 Development Agreement. At the time of its original development approval in 2007, the applicant contemplated the construction of a six-unit affordable rental complex and a two-unit affordable duplex. Such requirements are inconsistent with the home ownership model of Sisters Habitat for Humanity, the local affordable housing provider. As a result, the applicant seeks to modify the conditions to meet applicable Habitat and State of Oregon requirements. The applicant was unable to secure an affordable housing provider to construct the remaining two affordable housing units. These providers tend to only be willing to work with larger scale projects. Therefore, the applicant is currently completing the construction of the two rental units on its own account. As single-family units, a City site plan is not required- as was originally contemplated when the applicable conditions were drafted. The proposed modification provides an additional level of compatibility with surrounding single-family residential development. The affordable housing units will be constructed under the building standards

applicable in the ClearPine Design Guidelines and will provide owners and renters with affordable single-family residential units. The applicant is working to complete the remaining phases of the ClearPine development and the proposed modification is not a substitute for an appeal. The proposed modification will provide the City and community with the required number of affordable housing units without placing any additional impacts on surrounding properties.

(3) An application to modify an approval shall be directed to one or more discrete aspects of the approval, the modification of which would not amount to approval of a substantially new proposal or one that would have significant additional impacts on surrounding properties. Any proposed modification, as defined in this section, shall be reviewed only under the criteria applicable to that particular aspect of the proposal. Proposals that would modify an approval in a scope greater than allowable as a modification shall be treated as an application for a new proposal.

Proposed Finding: The proposed modification is directed specifically at the affordable housing requirements that were adopted as conditions of development approval. The applicant does not seek to make any additional changes or modifications to the approved ClearPine residential subdivision and associated master plan. As noted above, the proposed modification offers a mechanism to provide the required number of affordable housing units without impacting the City or surrounding properties.

MODIFCATION AND SATISFACTION OF
CONDITIONS OF APPROVAL AGREEMENT

This Modification and Satisfaction of Conditions of Approval Agreement ("Agreement") is executed this ___ day of _____, 2019 by and between the City of Sisters (the "City") and 3 Sisters Partners, LLC ("3 Sisters").

RECITALS

A. 3 Sisters and the City are parties to a Conditions of Approval Agreement dated June 2007 that was executed by the parties in connection with City approval of a Comprehensive Plan Text Amendment, Development Code Text Amendment and a Zoning Map Amendment in City land use permit files C-06-04, CP-06-03 and Z-06-02. This document is characterized by its terms as a "Development Agreement" (hereafter the "2007 Development Agreement"). A copy of the 2007 Development Agreement is attached hereto as Exhibit A.

B. The 2007 Development Agreement memorializes the voluntary agreement of 3 Sisters to provide certain affordable housing units within the City limits:

3 Sisters has agreed to construct affordable housing units within Tract A of Three Sisters Business Park based on obtaining approval to construct 62 residential units in Tract A. In the event 3 Sisters is approved for the development of 62 residential units in Tract A, 3 Sisters will provide eight (8) affordable housing units within Tract A. The number of affordable housing units shall be reduced on a proportional basis in the event 3 Sisters is approved for the development of less than 62 residential units in Tract A 3 Sisters will work with Housing Works, Neighbor Impact, Habitat for Humanity, or such other affordable housing program provider(s) that is approved by the City of Sisters in writing, to assure that the units/lots are affordable as detailed below. Affordable housing is housing that is affordable to households earning 80% of Area Median Income (AMI) or lower as designated on a yearly basis for Deschutes County by the federal department of Housing and Urban Development (HUD). Housing is affordable when no more than 30% of annual household income is spent on housing (principal, interest, taxes and insurance). The unites to be constructed shall also meet any covenants, conditions and restrictions developed by 3 Sisters for Tract A. 3 Sisters may choose to construct the dwelling units and work with one of the affordable housing providers to implement the affordability component. The program, as proposed shall include the following:

- *The anticipated 6-unit rental complex shall remain affordable for a period of at least 50-years.*
- *The anticipated 2-unit duplex unit shall remain affordable for a period of at least 20-years.*

- *The square footage of all the affordable housing units provided under this agreement shall sum to a minimum of 7,000 square feet in size.*

C. In 2015, the applicant obtained Master Plan approval for the ClearPine residential subdivision in City land use file MP-15-01 (the "Master Plan approval"). The Master Plan approval contained the following two conditions that were intended to implement the affordable housing conditions specified in the 2007 Development Agreement:

Conditions of Approval (COA) regarding CP 14-01 (ORD # 448)*: The conditions of approval (14 terms) for this land use applications remain in effect. Specifically, CP # 14-01 COA (Condition 5) requires the applicant to provide 8 units of affordable housing, encompassing a minimum of 7,000 square feet of building area. These units of affordable housing will be provided in the MFR zone of the proposed subdivision during a subsequent site plan application per Condition #3 below. All other COA terms reference in CP#14-01 remain effective and applicable to this application.*

Timing of provision of Affordable Housing Units*: No later than 24 months from the date applicant obtains a building permit for Phase 1 of the Subdivision, the applicant or third party affordable housing developer shall submit a site plan for the MFR zoned area of the development which includes an illustration of provision of affordable housing units per Condition #2. Within 24 months after this decision, the applicant or third party affordable housing developer shall make the 8 affordable housing units available for rent or sale per the terms of Condition #2.*

D. The conditions and requirements of the 2007 Development Agreement have been subsequently referenced or incorporated as conditions in the following land use decisions issued by the City (referred to collectively hereafter as the "Subsequent Land Use Approvals"):

- CP06-04, CP06-03, Z05-02 -Comprehensive Plan Amendment converting 12.58 acres to R and MFR and 16.91 acres to LI/NSBP
- CP14-01 and ZC 14-01 – Comprehensive Plan Amendment and Zone Change converting 8.32 acres of LI/NSBP to R
- MP 15-01 and SUB 15-01 – Master Plan and Tentative Subdivision Plat on 20.02 acres, for a 77 – lot subdivision
- FP 15-04 – Final Plat recorded for 14 single family lots in Phase 1
- MOD 15-06 Modification of SUB 15-01 to modify the setbacks along the northern property line
- MOD 16-02 Modification of SUB 15-01 to allow for 9 cottage lots
- SUB 18-01 – reconfiguring Phase 4 and 5 of the tentative Subdivision Plat for ClearPine Subdivision (approved under MP 15-01/SUB 15-01/MOD 16-02)

E. Following the date of such approvals, 3 Sisters has worked to construct and install the public and private infrastructure necessary to serve planned residential development within the approved ClearPine community. Subdivision plats have been recorded for phases 1, 2, 3 and 6. Through the development process, 3 Sisters has worked closely with Habitat for Humanity and the State of Oregon to implement the above referenced affordable housing requirements. On September 17, 2019, 3 Sisters deeded 6 townhome (duplex) lots in ClearPine Phase 6 (lots 83-88) to the nonprofit entity, Sisters Habitat for Humanity, Inc. ("Habitat"), for the construction of affordable housing units under the standards referenced in the 2007 Development Agreement. Title to the six lots is now vested in the name of Habitat. Habitat has commenced construction activity on the first four units, with two more to begin construction in late 2020. All six units will be constructed and conveyed as affordable housing units under Habitat's "home ownership" model. These six units will provide more than 6000 square feet of total building area. Habitat has made these six units "available for sale" as specified under COA 14-01, and therefore have met this condition.

F. 3 Sisters has also commenced the construction of two affordable housing units on Lot 50, ClearPine Phase 3, located at 150 W. Heising Drive. These units will be provided as affordable rental units and will consist of one 2 bedroom/2 bath house (approximately 1,803 square feet in size) and one detached 1 bedroom/1 bath accessory dwelling unit (approximately 528 square feet in size). In total, such units will provide an additional 2331 square feet of total building area. 3 Sisters will offer these two units for rent in April 2020, with occupancy in May 2020. They will be offered for rent as affordable housing under the affordability standards referenced in the 2007 Development Agreement (affordable to households earning 80% of AMI or lower). 3 Sisters will record a deed restriction in the Deschutes County property records to ensure such units constitute affordable housing units for the 20-year period specified in Condition 5 of the 2007 Development Agreement. 3 Sisters intends to engage a property management company with experience in handling affordable rental projects. A copy of the deed restriction document is attached as Exhibit B hereto. These units are located in the Residential (R) Zone, immediately across W. Heising Drive and approximately 60-feet from the boundary of the MFR Zone where the six Habitat units are currently under construction.

G. As noted above, 3 Sisters has implemented a plan to provide the City with the 8-units of affordable housing contemplated in the 2007 Development Agreement. These units will total approximately 8331 square feet of building area, exceeding the minimum criteria of 7000 square feet of building area. 3 Sisters has requested City approval of certain modifications to the 2007 Development Agreement and Subsequent Land Use Approvals (as further described below) that are necessary to provide such affordable housing units. This Agreement provides the City approval necessary to fulfill the affordable housing requirements contained in the 2007 Development Agreement and Subsequent Land Use Approvals.

AGREEMENT AND DECISION

In consideration of the performance obligations as set forth herein, the City issues the findings below and hereby approves the following modifications to the 2007 Development Agreement and Subsequent Land Use Approvals:

1. Conveyance of Property to Habitat. The City finds that the September 17, 2019 conveyance of six townhome (duplex) lots in ClearPine Phase 6 (lots 83 through 88) to Sisters Habitat for Humanity, Inc. for the construction of affordable housing units fulfills the obligation of 3 Sisters to provide and construct a 6-unit rental complex as specified in the 2007 Development Agreement and Subsequent Land Use Approvals.

2. Construction of Deed Restricted Single-family Unit and ADU. The City finds that the construction of two rental units with a total of 2331 square feet of total building area located on Lot 50, ClearPine Phase 3 (located within the Residential (R) Zone) will fulfill the obligation of 3 Sisters to provide and construct a 2-unit duplex in the (directly adjacent) MFR Zone as specified in the 2007 Development Agreement and Subsequent Land Use Approvals. 3 Sisters shall execute and record the deed restriction attached hereto as Exhibit B in the Deschutes County property records in order to ensure such units remain affordable for the required 20-year period.

3. Fulfillment of Affordable Housing Obligations. By placing two affordable rental units on the market in April 2020, and Habitat offering 6 affordable housing units for sale to its client base in May 2020 and beyond, 3 Sisters shall have met the timeline as put forth in the COA 14-01. Therefore, 3 Sisters has fulfilled all obligations to construct and provide affordable housing units within the City of Sisters as specified in the 2007 Development Agreement and all Subsequent Land Use Approvals.

CITY OF SISTERS	**3 SISTERS PARTNERS LLC**
_____	**_____**
By_____	**Peter Hall, Manager**
Its_____	

After recording return to:

Peter Hall
1195 NW Redfield Circle
Bend, OR 97703

Until a change is requested, all tax statements shall be sent to the following address:

No Change

DEED RESTRICTION

This Deed Restriction is executed by 3 Sisters Partners LLC ("3 Sisters") in favor of the City of Sisters, Oregon (the "City").

Recitals

A. 3 Sisters is the owner of Lot 50, Clearpine Phase 3, City of Sisters, Deschutes County, Oregon ("Lot 50").

B. In connection with its approval of amendments to the Comprehensive Plan text, Development Code text, Comprehensive Plan Map and Zoning Map, the City has required 3 Sisters to construct certain affordable housing units on property owned by 3 Sisters under the terms and conditions specified in the "Conditions of Approval Agreement" by and between 3 Sisters and the City dated _____, 2007 (the "2007 Conditions"). The City incorporated the 2007 Conditions as Final Conditions of Approval in connection with its approval of CP 14-01 (Ordinance # 448) on May 7, 2015.

C. 3 Sisters intends to construct two residential dwelling units (one single-family home and one accessory dwelling unit) on Lot 50 that are intended to be "affordable housing units" as referenced in Recital B above. 3 Sisters executes and records the following deed restrictions in fulfillment of its obligation to provide affordable housing units as specified in Recital B above.

Deed Restriction

3 Sisters hereby grants and declares the following deed restriction in favor of the City that shall run with the land and bind Lot 50 (together with its owners, their successors and assigns) for a period of twenty years from the date of the initial construction of the affordable housing units:

> **The two residential dwelling units to be constructed on Lot 50, Clearpine, Phase 3, City of Sisters, Deschutes County, Oregon shall be affordable to households earning 80% of Area Median Income (AMI) or lower as designated on a yearly basis for Deschutes County by the federal department of Housing and Urban Development (HUD). Housing is affordable when no more than 30% of annual household income is spent on housing (principal, interest, taxes and insurance).**

Dated this _____ day of _____, 2019

Grantor:

3 SISTERS PARTNERS LLC

_____
Peter Hall, Manager

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on ____ day of _____, 2019, by Peter Hall as an authorized signatory on behalf of 3 Sisters Partners LLC.

_____
NOTARY PUBLIC FOR OREGON
My commission expires:_____

April 16, 2020

Peter Hall
3 Sisters Partners
peterhallclearpine@gmail.com

Sent via email

Re: Files no. MOD 20-01 – Application Incomplete

Dear Mr. Hall,

On March 26, 2020, the City of Sisters Community Development Department received the land use application you submitted for a modification to conditions #2 and #3 within the adopted land use decision for MP 15-01/SUB 15-01.

The City has 30 days following application submittal to determine whether the application is complete for the purpose of reviewing and deciding on the specific request. The application has been deemed incomplete as the information below is missing. The following information is needed in order for the City to deem your application complete and conduct our review. Please provide updated plans that include the following:

Timeline for Delivery of Affordable Housing Units
In the burden of proof, it is referenced that Habitat for Humanity has purchased six lots and will build six affordable housing units. Staff requests the following items for the record:

- Copies of the deed conveyances of the six lots from 3 Sisters Partners to Habitat for Humanity for the record.
- A letter of intent from Habitat for Humanity describing the estimated delivery schedule for the six habitat units, including approximate dates for building permit issuance, construction start, and certificate of occupancy.
- Elevations, site plan, and floor plans for all eight affordable units, including those located in the R zone.

Management of Deed Restriction for Lot 50
In the burden of proof, the applicant states that either the applicant or a third-party affordable housing provider will manage the property and ensure compliance with the deed restriction for affordability on each unit. Please provide greater detail on who will manage the agreement and how the affordability requirements will be maintained.

Vicinity Map
Please provide a vicinity map of the properties in question for the record.

Once we have received these missing items, we will be able to deem the application complete.

Please feel free to call or email me if you need any clarification or have questions.

Sincerely,

Nicole Mardell
Principal Planner

cc: file

From:	Peter Hall
To:	Nicole Mardell
Cc:	Patrick Davenport; Myles A. Conway
Subject:	Re: MOD 20-01 - Incomplete Application
Date:	Tuesday, April 21, 2020 1:46:42 PM
Attachments:	Habitat Deed.pdf ATT00001.htm Letter of Intent.pdf ATT00002.htm Lot 83-84- Floor - Elevation - Site Plans.pdf ATT00003.htm Lot 87-88- Floor - Elevation - Site Plans (1).pdf ATT00004.htm REVIEWED Plan Set 247-19-004920 (1).pdf ATT00005.htm REVIEWED Plan Set 247-19-004924 (1).pdf ATT00006.htm

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Attached please find my response to the Incomplete Letter you sent to me.

1. Deed Conveyance for the six Habitat lots. All six were conveyed on a single document.

2. Letter of intent on delivery schedule for the six Habitat units, provided by Sisters Habitat.

3. Lots 83-84 and 87-88 unit plans, provided by Sisters Habitat.

4. Plan sets for 3 Sisters Partners 2-unit rental property located at 110 W. Heising Drive. These units will be complete in May 2020.

5. 3 Sisters Partners is in discussion with High Desert Property Management and Housing Works to finalize a management plan to ensure compliance with the deed restriction for affordability. This agreement is not yet concluded.

I hope this meets your requirements for information at this point in time.

Thank you,

Peter Hall
www.clearpinesisters.com
541 408-0141

Zeffert & Associates

I, the Executive Vice President, certify that on the recommendation of the Senior Trainer, I have conferred on

Anita French

the designation of

Housing Compliance Manager

For HUD Programs

The HCM-H designation is for programs covered by HUD HB 4350.3

With all the rights and privileges pertaining to that designation. In witness whereof we have signed our names and affixed the Seal of the Company on this **February 25**, two thousand sixteen.

CONSERVO INSUMPTUOSUS CASTELLUM

Amanda Gross / Senior Trainer

I-563

SHEET 2 OF 3

CLEARPINE, PHASE 3

A REPLAT OF A PORTION OF TRACT A OF CLEARPINE, PHASE 1 LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, CITY OF SISTERS, DESCHUTES COUNTY, OREGON

CITY FILES MP 15-01, SUB 15-01, MOD 15-06, MOD 16-02

DATE: MAY, 2018

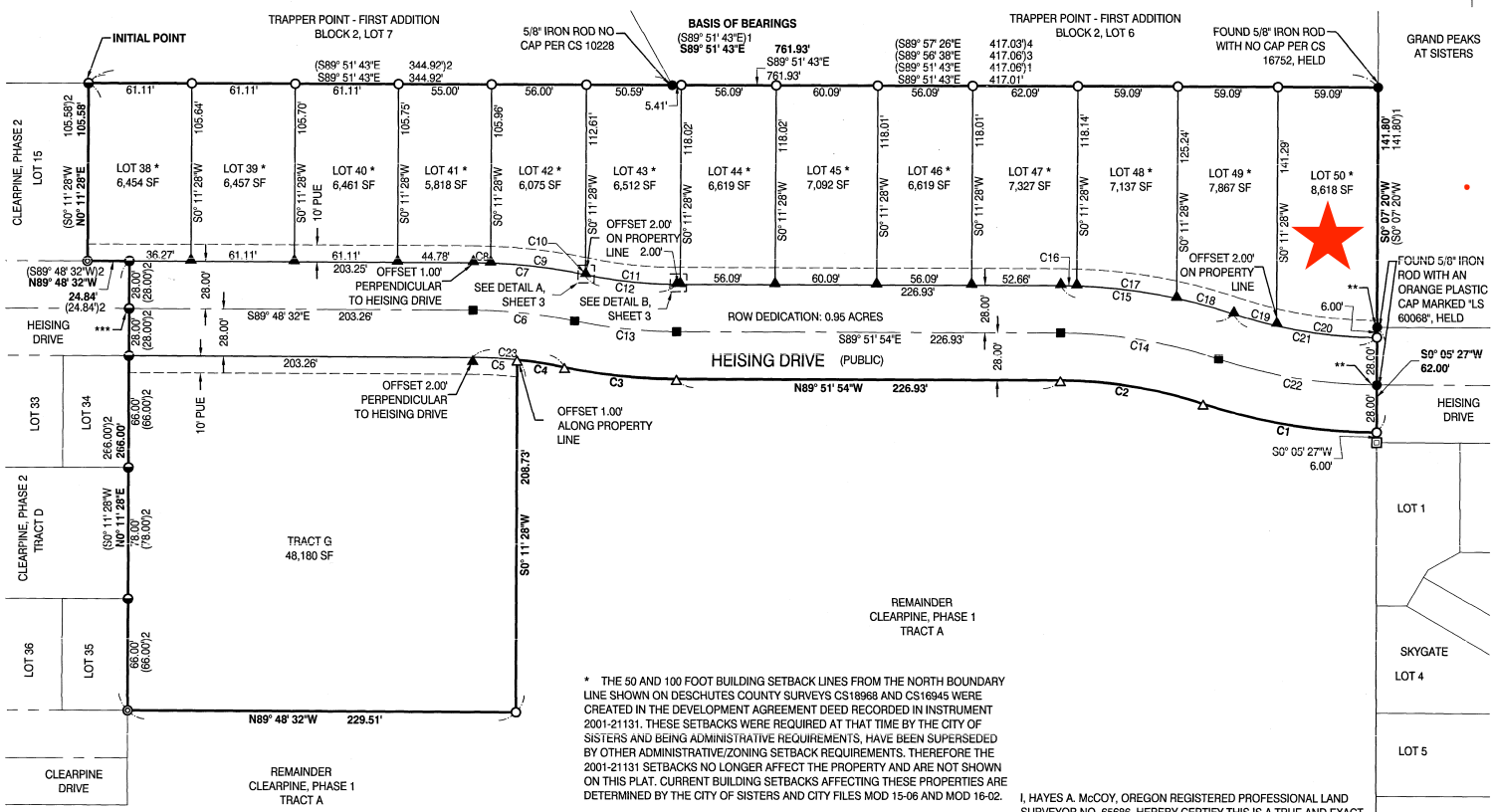
DESCHUTES COUNTY SURVEYOR
FILED 6/15/2018 BY: Dunkelberg

SCALE: 1" = 50'
FOR 18"x24" SHEETS
0 25' 50' 100'

CS19677

LEGEND

- ● FOUND MONUMENT AS NOTED, HELD.
- FOUND 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY 65686LS", PER CS 19311, HELD.
- FOUND 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY 65686LS" PER CS19061, HELD.
- FOUND 1-5/32" COPPER DISC STAMPED "H.A. MCCOY ENGR" PER CS 19061, HELD
- ○ SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "H.A. MCCOY ENGR"
- △ SET 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY ENGR". (MONUMENT OFFSET 1' SOUTH AND PERPENDICULAR TO THE RIGHT-OF-WAY LINE OF HEISING DRIVE UNLESS OTHERWISE NOTED DUE TO CONCRETE SIDEWALK).
- ▲ SET 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY ENGR" (MONUMENT OFFSET 1' NORTH/SOUTH OF RIGHT-OF-WAY LINE OF HEISING DRIVE ALONG PROPERTY LINE UNLESS OTHERWISE NOTED DUE TO CONCRETE SIDEWALK).PER POST MONUMENT NOTE. SEE SHEET 1.
- ■ SET 5/8" IRON ROD WITH AN ALUMINUM CAP MARKED "H.A. MCCOY ENGR" PER POST MONUMENT NOTE. SEE SHEET 1.
- ** MONUMENT DESTROYED DURING CONSTRUCTION REPLACED WITH A 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY ENGR"
- *** MONUMENT DESTROYED DURING CONSTRUCTION REPLACED WITH A 5/8" IRON ROD WITH WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY 65686LS"
- CS COUNTY SURVEY NUMBER, DESCHUTES COUNTY SURVEY RECORDS.
- PUE PUBLIC UTILITY EASEMENT
- ROW RIGHT-OF-WAY
- SF SQUARE FEET
- YPC YELLOW PLASTIC CAP
- ()1 RECORD INFORMATION PER CS 18968, CLEARPINE, PHASE I, FILED 10/20/15, BOLDUC.
- ()2 RECORD INFORMATION PER CS 19311, CLEARPINE, PHASE 2, FILED 3/09/17, MCCOY.
- ()3 RECORD INFORMATION PER CS 16945, THREE SISTERS BUSINESS PARK, FILED 6/30/06, SIMS.
- ()4 RECORD INFORMATION PER CS 10228. TRAPPER POINT FIRST ADDITION, FILED 11/31/81, BASSINGER.



* THE 50 AND 100 FOOT BUILDING SETBACK LINES FROM THE NORTH BOUNDARY LINE SHOWN ON DESCHUTES COUNTY SURVEYS CS18968 AND CS16945 WERE CREATED IN THE DEVELOPMENT AGREEMENT DEED RECORDED IN INSTRUMENT 2001-21131. THESE SETBACKS WERE REQUIRED AT THAT TIME BY THE CITY OF SISTERS AND BEING ADMINISTRATIVE REQUIREMENTS, HAVE BEEN SUPERSEDED BY OTHER ADMINISTRATIVE/ZONING SETBACK REQUIREMENTS. THEREFORE THE 2001-21131 SETBACKS NO LONGER AFFECT THE PROPERTY AND ARE NOT SHOWN ON THIS PLAT. CURRENT BUILDING SETBACKS AFFECTING THESE PROPERTIES ARE DETERMINED BY THE CITY OF SISTERS AND CITY FILES MOD 15-06 AND MOD 16-02.

I, HAYES A. McCOY, OREGON REGISTERED PROFESSIONAL LAND SURVEYOR NO. 65686, HEREBY CERTIFY THIS IS A TRUE AND EXACT COPY OF THE PLAT FILED IN THE DESCHUTES COUNTY CLERK'S OFFICE.

HAYES A. McCOY

6/14/18
DATE

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	328.00'	103.95'	18°09'30"	103.52'	N80° 48' 43"W
C2	272.00'	86.08'	18°07'55"	85.72'	N80° 47' 56"W
C3	328.00'	66.34'	11°35'19"	66.23'	N84° 04' 14"W
C4	272.00'	28.46'	5°59'41"	28.45'	N81° 16' 25"W
C5	272.00'	26.29'	5°32'17"	26.28'	N87° 02' 23"W
C6	300.00'	60.38'	11°31'57"	60.28'	N84° 02' 33"W
C7	328.00'	66.02'	11°31'57"	65.91'	S84° 02' 33"E
C8	328.00'	10.22'	1°47'09"	10.22'	N88° 54' 57"W

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C9	328.00'	55.80'	9°44'49"	55.73'	N83° 08' 59"W
C10	272.00'	0.65'	0°08'09"	0.66'	S78° 20' 42"E
C11	272.00'	54.36'	11°26'59"	54.27'	S84° 08' 24"E
C12	272.00'	55.01'	11°35'19"	54.92'	S84° 04' 14"E
C13	300.00'	60.68'	11°35'19"	60.57'	N84° 04' 14"W
C14	300.00'	94.94'	18°07'55"	94.54'	N80° 47' 56"W
C15	328.00'	103.80'	18°07'55"	103.37'	S80° 47' 56"E
C16	328.00'	9.42'	1°38'45"	9.42'	N89° 02' 31"W

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C17	328.00'	59.59'	10°24'31"	59.50'	N83° 00' 53"W
C18	328.00'	34.79'	6°04'39"	34.78'	N74° 46' 18"W
C19	272.00'	26.45'	5°34'16"	26.44'	S74° 31' 06"E
C20	272.00'	59.74'	12°35'01"	59.62'	S83° 35' 45"E
C21	272.00'	86.19'	18°09'17"	85.83'	S80° 48' 37"E
C22	300.00'	95.06'	18°09'17"	94.66'	N80° 48' 37"W
C23	272.00'	54.75'	11°31'57"	54.66'	N84° 02' 33"W

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON JULY 11, 2006
HAYES A. McCOY
65686LS
EXPIRES 12/31/18

H.A. McCOY
ENGINEERING & SURVEYING LLC
1180 SW LAKE ROAD SUITE 201
REDMOND, OR 97756
(541) 923-7554

PREPARED FOR: 3 SISTERS PARTNERS, LLC
1195 NW REDFIELD CIRCLE
BEND, OR 97701

CS19677

2020 -- Income Limits for LIHTC & Tax-Exempt Bonds

Deschutes County, Oregon

For more detailed MTSP income limit information, please visit HUDs website:
http://www.huduser.org/portal/datasets/mtsp.html

Actual 2020 Median [3]	$76,600	
2020 HERA Special Median	$79,400	*(applies to projects in existence before January 1, 2009)*

Median Incomes calculated based on a 4-person household

What Income Limit Should You Use?

Is the location considered RURAL by USDA? (if yes, it is eligible to use the Ntnl Non-Metro Median for 9% projects)[1]

Not All Deschutes County is considered urban within its major cities. To verify your address and accuracy, please visit:
http://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do?pageAction=sfp&NavKey=property@12

--The following income limits indicate the highest income limit allowable--

Did the project exist[2] in 2008?	*Use: HERA Special 2020*	
If NO, did it exist[2]:	-- 4% Tax Credit Project	-- 9% Tax Credit Project
Between 1/1/09 - 3/31/2020	*Use: Actual Incomes 2020*	*Use: Actual Incomes 2020*
On or After 4/1/2020	*Use: Actual Incomes 2020*	*Use: Actual Incomes 2020*

Actual Income Limits 2020

% MFI	1 Pers	2 Pers	3 Pers	4 Pers	5 Pers	6 Pers	7 Pers	8 Pers
30%	$16,110	$18,390	$20,700	$22,980	$24,840	$26,670	$28,500	$30,360
35%	$18,795	$21,455	$24,150	$26,810	$28,980	$31,115	$33,250	$35,420
40%	$21,480	$24,520	$27,600	$30,640	$33,120	$35,560	$38,000	$40,480
45%	$24,165	$27,585	$31,050	$34,470	$37,260	$40,005	$42,750	$45,540
50%	**$26,850**	**$30,650**	**$34,500**	**$38,300**	**$41,400**	**$44,450**	**$47,500**	**$50,600**
55%	$29,535	$33,715	$37,950	$42,130	$45,540	$48,895	$52,250	$55,660
60%	$32,220	$36,780	$41,400	$45,960	$49,680	$53,340	$57,000	$60,720
80%	$42,960	$49,040	$55,200	$61,280	$66,240	$71,120	$76,000	$80,960

HERA Special Income Limits 2020

% MFI	1 Pers	2 Pers	3 Pers	4 Pers	5 Pers	6 Pers	7 Pers	8 Pers
30%	$16,680	$19,080	$21,450	$23,820	$25,740	$27,660	$29,550	$31,470
35%	$19,460	$22,260	$25,025	$27,790	$30,030	$32,270	$34,475	$36,715
40%	$22,240	$25,440	$28,600	$31,760	$34,320	$36,880	$39,400	$41,960
45%	$25,020	$28,620	$32,175	$35,730	$38,610	$41,490	$44,325	$47,205
50%	**$27,800**	**$31,800**	**$35,750**	**$39,700**	**$42,900**	**$46,100**	**$49,250**	**$52,450**
55%	$30,580	$34,980	$39,325	$43,670	$47,190	$50,710	$54,175	$57,695
60%	$33,360	$38,160	$42,900	$47,640	$51,480	$55,320	$59,100	$62,940
80%	$44,480	$50,880	$57,200	$63,520	$68,640	$73,760	$78,800	$83,920

Notes:

1: Only projects in Rural Areas are able to use the Non-Metro Medians, otherwise use applicable 4% limits. Projects with previous "Rural" designations that are no longer considered to be located in rural areas (by the USDA) are permitted to use the previous year's National Non-Metro income limits should they be higher than the current year's income limits. The National Non-Metro income limits are online here:
http://www.oregon.gov/ohcs/pages/research-income-rent-limits.aspx

2: Exist - defined by OHCS as the project's placed-in-service (PIS) date. Projects consisting of multiple buildings, where each building is being treated as part of a multiple building project (see line 8b on IRS Form 8609), will be considered as being "in existence" provided at least one building was PIS during the affected year.

3: Actual Median Income Limit indicated here is based on income limits though it is not necessarily the HUD Area Median Income

The incomes limits listed above are based on the Multifamily Tax Subsidy Program (MTSP) income limits published by HUD on March 31, 2020 Per Revenue Ruling 94-57, owners will have until May 15, 2020 to implement these new MTSP income limits (45 days from their effective date). Please note that all definitions and explanations herein may be subject to change upon later IRS and/or HUD clarification.

2020 -- Rents for LIHTC & Tax-Exempt Bonds

Deschutes County, Oregon

For more detailed MTSP income limit information, please visit HUDs website:
http://www.huduser.org/portal/datasets/mtsp.html

Actual 2020 Median [3]	$76,600	
2020 HERA Special Median	$79,400	*(applies to projects in existence before January 1, 2009)*

Median Incomes calculated based on a 4-person household

What Rents Should You Use?

Is the location considered RURAL by USDA? (if yes, it is eligible to use the Ntnl Non-Metro Median for 9% projects)[1]

Not All Deschutes County is considered urban within its major cities. To verify your address and accuracy, please visit:
http://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do?pageAction=sfp&NavKey=property@12

--The following rent limits indicate the highest rents allowable--

Did the project exist[2] in 2008?	*Use: HERA Special 2020*	
If NO, did it exist[2]:	-- 4% Tax Credit Project	-- 9% Tax Credit Project
Between 1/1/09 - 3/31/2020	*Use: Actual Incomes 2020*	*Use: Actual Incomes 2020*
On or After 4/1/2020	*Use: Actual Incomes 2020*	*Use: Actual Incomes 2020*

Rents based on Actual Income Limits 2020

% MFI	75% of 0 Bdrm	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	5 Bdrm
30%	$301	$402	$431	$517	$597	$666	$735
35%	$351	$469	$503	$603	$697	$777	$858
40%	$402	$537	$575	$690	$797	$889	$981
45%	$453	$604	$646	$776	$896	$1,000	$1,103
50%	**$503**	**$671**	**$718**	**$862**	**$996**	**$1,111**	**$1,226**
55%	$553	$738	$790	$948	$1,095	$1,222	$1,348
60%	$603	$805	$862	$1,035	$1,195	$1,333	$1,471
80%	$805	$1,074	$1,150	$1,380	$1,594	$1,778	$1,962

Rents based on HERA Special Income Limits 2020

% MFI	75% of 0 Bdrm	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	5 Bdrm
30%	$312	$417	$447	$536	$619	$691	$762
35%	$364	$486	$521	$625	$722	$806	$889
40%	$417	$556	$596	$715	$826	$922	$1,017
45%	$468	$625	$670	$804	$929	$1,037	$1,144
50%	**$521**	**$695**	**$745**	**$893**	**$1,032**	**$1,152**	**$1,271**
55%	$573	$764	$819	$983	$1,135	$1,267	$1,398
60%	$625	$834	$894	$1,072	$1,239	$1,383	$1,525
80%	$834	$1,112	$1,192	$1,430	$1,652	$1,844	$2,034

Notes:

1: Only projects in Rural Areas are able to use the Non-Metro Medians, otherwise use applicable 4% limits. Projects with previous "Rural" designations that are no longer considered to be located in rural areas (by the USDA) are permitted to use the previous year's National Non-Metro income limits should they be higher than the current year's income limits. The National Non-Metro income limits are online here:

http://www.oregon.gov/ohcs/pages/research-income-rent-limits.aspx

2: Exist - defined by OHCS as the project's placed-in-service (PIS) date. Projects consisting of multiple buildings, where each building is being treated as part of a multiple building project (see line 8b on IRS Form 8609), will be considered as being "in existence" provided at least one building was PIS during the affected year.

3: Actual Median Income Limit indicated here is based on income limits though it is not necessarily the HUD Area Median Income

The rent limits listed above are based on the Multifamily Tax Subsidy Program (MTSP) income limits published by HUD on March 31, 2020. Per Revenue Ruling 94-57, owners will have until May 15, 2020 to implement these new MTSP rent limits (45 days from their effective date). If the gross rent floors (established at credit allocation or the project's PIS date; refer to Revenue Procedure 94-57) are higher than the current rent limits, the gross rent floors may be used. However, income limits are still based on the current applicable rate. Utility allowances must continue to be deducted from rents to achieve the maximum tenant rents allowed. Please note that all definitions and explanations herein may be subject to change upon later IRS and/or HUD clarification.

CLEARPINE AFFORDABLE RENTAL CRITERIA FOR RESIDENCY

Property: ClearPine: 1 Bedroom 2 Bedroom

Thank you for your interest and applying for one of our affordable rental properties in ClearPine. We want resident's stay to be a positive experience for themselves and the community. Keeping our units safe and livable begins with our application and screening process. This fact sheet describes the application process and the criteria we use to screen your application. Overall, chances are good that you will find a home in one of our properties unless members of your household have engaged in serious criminal behavior, disturbed the peace at past residences, or otherwise not respected rental rules. We welcome questions regarding the requirements listed below.

ClearPine's properties are offered as an Equal Housing Opportunity and comply with all Fair Housing rules and regulations.

Income/ Rent Restrictions:
This property specifies family income limits and rental rate restrictions. Income limits are restricted to households earning less than 80% of the area median income (AMI). These limits are established annually by HUD, and the rental rate schedule is published under Deschutes-County Rent-Income-Limits, table 80% MFI. Your household income must not exceed this limit for the number of bedrooms in the unit for which you are applying for.

All applicants will be contacted in order of date and time their application was received. Applicants requesting an accessible unit will be placed on the accessible unit list.

General Statements:

1. Current, positive, government-issued photo identification that allows Owner/Agent to adequately screen for criminal and or credit history is required.
2. Each applicant will be required to qualify individually or as per specific criteria areas.
3. Inaccurate, incomplete or falsified information will be grounds for denial of the application.
4. Any applicant currently using illegal drugs will be denied. If approved for tenancy and illegal drug use is later confirmed, the rental agreement will be terminated.
5. Any individual whose tenancy may constitute a direct threat to the health and safety of any individual, the premises, or the property of others, will be denied tenancy.

Occupancy Policy

1. Occupancy is based on the number of bedrooms in a unit. (A bedroom is defined as a space within the premises that is used primarily for sleeping, with at least one window and a closet for clothing).
2. Two persons are allowed per bedroom, plus one additional occupant in the unit. Owner/Agent may adopt a more liberal occupancy standard based on factors such as size and configuration of the unit, size and configuration of the bedrooms, and whether any occupants will be infants.

Application Process:

1. Review all sections of the Criteria for Residency.
2. Submit the Non-Refundable Application fee of $45.00 in the form of cashier's check or money order (personal checks or cash cannot be accepted for this process).
3. If you have received a full screening by another ClearPine property within 60 days of this application, and paid a screening fee, you will be re-screened for Criminal Background, Evictions and Current Rental Reference and will not be assessed a screening fee.

Income Requirements:

1. Monthly income requirement is a minimum of __3__ times the tenant's monthly rent portion and must be from a verifiable, legal source. The following sources of income will be considered including but not limited to:
   - Employment, Unemployment, Child Support, Alimony, TANF, Food Stamps, Section 8 Voucher, Rental Assistance, Income from Assets and Rental Income and Periodic Monetary Assistance.
2. Voucher holders with Zero income must provide proof of the income source that will pay the Utility Allowance set for the unit size at the property.
3. All income and Assets must be reported and will be verified.
4. Third party verifications will be required.

Employment Criteria:

1. Twelve months of verifiable employment will be required if used as source of income.
2. Self-Employed applicants will be required to submit the previous year's tax returns

Rental Criteria:

1. Less than twelve months of verifiable contractual rental history from a current or previous third-party landlord or home ownership will result in a denial of your application.
2. Three years of eviction-free history is required.
3. Any 72-Hour notices within one year will result in a denial of the application.
4. Any dishonorable checks within one year will result in a denial of the application.
5. Rental history reflecting past due and unpaid rent will result in denial of the application.
6. Negative rental references within five years will result in denial of the application.

Credit Criteria:

1. Negative or adverse debt showing on consumer credit report may require additional security deposit.
2. Any unpaid collections (not related to medical, child support and student loans) may result in denial of the application.

CRIMINAL CONVICTION CRITERIA

Upon receipt of the Rental Application and screening fee, Owner/Agent will conduct a search of public records to determine whether applicant or any proposed resident or occupant has a "Conviction" (which means: charges pending as of the date of the application; a conviction; a guilty plea; or no contest plea), for any of the following crimes as provided in ORS 90.303(3): drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of residents, the landlord or the landlord's agent. Owner/Agent will not consider a previous arrest that did not result in a Conviction or expunged records.

If applicant, or any proposed occupant, has a Conviction in their past which would disqualify them under these criminal conviction criteria, and desires to submit additional information to Owner/Agent along with the application so Owner/Agent can engage in an individualized assessment (described below) upon receipt of the results of the public records search and prior to a denial, applicant should do so. Otherwise, applicant may request the review process after denial as set forth below, however, see item (c) under "Criminal Conviction Review Process" below regarding holding the unit.

A single Conviction for any of the following, subject to the results of any review process, shall be grounds for denial of the Rental Application.

a) Felonies involving: murder, manslaughter, arson, rape, kidnapping, child sex crimes, or manufacturing or distribution of a controlled substance.

b) Felonies not listed above involving: drug-related crime; person crime; sex offense; crime involving financial fraud, including identity theft and forgery; or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord's agent, where the date of disposition has occurred in the last 10 years.
c) Misdemeanors involving: drug related crimes, person crimes, sex offenses, domestic violence, violation of a restraining order, stalking, weapons, criminal impersonation, possession of burglary tools, financial fraud crimes, where the date of disposition has occurred in the last 10 years.
d) Misdemeanors not listed above involving: theft, criminal trespass, criminal mischief, property crimes or any other crime if the conduct for which applicant was convicted or is charged is of a nature that would adversely affect property of the landlord or a tenant or the health, safety or right of peaceful enjoyment of the premises of the residents, the landlord or the landlord's agent, where the date of disposition has occurred in the last 5 years.
e) Conviction of any crime that requires lifetime registration as a sex offender, or for which applicant is currently registered as a sex offender, will result in denial.

Criminal Conviction Review Process.
Owner/Agent will engage in an individualized assessment of the applicant's, or other proposed occupant's, Convictions if applicant has satisfied all other criteria (the denial was based solely on one or more Convictions) and:
(1) Applicant has submitted supporting documentation prior to the public records search; or
(2) Applicant is denied based on failure to satisfy these criminal criteria and has submitted a written request along with supporting documentation.

Supporting documentation may include:

i) Letter from parole or probation office;
ii) Letter from caseworker, therapist, counselor, etc.;
iii) Certifications of treatments/rehab programs;
iv) Letter from employer, teacher, etc.
v) Certification of trainings completed;
vi) Proof of employment; and
vii) Statement of the applicant.

Owner/Agent will:
(a) Consider relevant individualized evidence of mitigating factors, which may include: the facts or circumstances surrounding the criminal conduct; the age of the convicted person at the time of the conduct; time since the criminal conduct; time since release from incarceration or completion of parole; evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and evidence of rehabilitation efforts. Owner/Agent may request additional information and may consider whether there have been multiple Convictions as part of this process.
(b) Notify applicant of the results of Owner/Agent's review within a reasonable time after receipt of all required information.
(c) Hold the unit for which the application was received for a reasonable time under all the circumstances to complete the review unless prior to receipt of applicant's written request (if made after denial) the unit was committed to another applicant.

Reasonable Accommodations/Modifications Policy:

1. The applicant must submit a written request for any accommodation/modification request for review and approval by Owner Agent in advance.
2. Any modifications to a home will be at the expense of the resident and the work must be completed by a licensed contractor.

3. Written documentation must be provided to management prior to work being performed to include: name of contractor, required licenses/permits and proof of insurance for approval.

Documentation of Domestic Violence:
Affordable housing Owner/Agent will not deny admission if the only negative information we find is directly related to your past as a victim of domestic violence, dating violence, sexual assault, or stalking. Please submit documentation by either 1) requesting and submitting a self-certification form, or 2) submitting a police report or court record, or 3) submitting a letter from a qualifying professional who helped you address issues related to your domestic violence situation.

Rejection Policy:
If your application has been denied due to negative or adverse information being reported, you may:

1. Contact the company that supplied the information to discuss your application.
2. Contact the credit reporting agency to identify who is reporting unfavorable information.
3. Correct any incorrect information through the credit reporting agent per their policy.
4. Request the credit-reporting agency to submit a corrected credit check to the screening company.
5. Ready to Rent Graduates may submit a certificate for review for a possible consideration to waive the credit, eviction and/or landlord history. The review will consist of the entire background check.
6. Upon receipt of the corrected information your application will be reevaluated for the next available unit.

Co-Signer Option- If an applicant is declined, or there is reason to believe they will be declined due to credit or income, they have the option of submitting a co-signer application. With a qualified co-signer, the application will be reviewed and may qualify the applicant. A co-signer is not eligible to overturn denials based on Rental History, Property Debt or Criminal Records.

Community Smoking Policy
Smoking inside the rental unit is strictly prohibited.

If your application was denied and you feel you qualify based on the above criteria; you have the right to submit a written request to appeal the denial, including documentation supporting the reasons for appeal, within 5 business days. Once your written appeal is received by Owner/Agent a final review will be completed within 5 business days. The available unit will not be held during this time. If your denial is overturned, you will be eligible for the next available unit. Screening results are good for 30 days following the date of completion.

Applicant's Initials _____

EQUAL HOUSING OPPORTUNITY

ClearPine Affordable Housing Audit Form

Tenant Name	Address	Maximum Rent	Rent at Move in	Lease Date	Lease Renewal Date	80% MFI Income Limit	Admission Gross Income

Anita French

dba Ponderosa Consulting

Ponderosa Consulting provides Housing Compliance management services in addition to low income tenant screening. Anita French is a certified Housing Compliance Manager for HUD Programs, with 41 years' experience handling various aspects of low-income housing under Section 8, Public Housing and Tax Credit programs. Anita recently spent five years working for Epic Property Management (Housing Works) as a Portfolio Manager, providing screening, management and audit services. Prior to Epic, Anita was employed by several housing organizations, including 35 years at the Housing Authority of Clackamas County, as a Housing Service Supervisor Section 8 New Construction support auditor.

Ponderosa Consulting has been retained by 3 Sisters Partners, LLC to provide support services for a two-unit low income rental property located at 110 W. Heising Drive in ClearPine. Ponderosa will provide the following services:

1. Low income tenant screening to comply with Fair Housing rules and the 2020 HUD 80% MFI (Median Family Income) rent schedule as provided in the 2020 Deschutes County Rent Income Limits table. The rental rates will be compliant with the 2-bedroom table (main house) and the 1-bedroom table (ADU).

2. Lease documents for each unit will comply with State Tenant Landlord Laws and Housing and Community Developments for the Oregon Bond and Tax Credit Program.

3. Tenant certification will be conducted initially and at one year after admission. Tenant files will be maintained for a period of 20 years for each property.

FLOOR PLAN KEYNOTES

1. INSTALL MINIMUM 90% (AFUE) EFFICIENT GAS FURNACE/AIR HANDLER WITH BACKDRAFT DAMPER.
2. GAS WATER HEATER WITH BACKDRAFT DAMPER. ELEVATE FLAME 18" MIN. ABOVE SLAB. PROVIDE R-4 INSULATION AROUND WATER PIPES IN UNHEATED SPACES.
3. A/C UNIT
4. FIREPLACE: INSTALL 36" PREFABRICATED GAS DIRECT VENT (ZERO CLEARANCE) U.L. LISTED METAL FIREPLACE TO MANUF. SPECS.
5. INSTALL RECESSED WASHER/DRYER HOOKUP.
6. CABINETS ABOVE. TOP OF CABINET TO BE 91" ABOVE FINISH FLOOR U.N.O.
7. WIRE ROD AND SHELF. 68" ABOVE FINISH FLOOR U.N.O.
8. PROVIDE MINIMUM 18"x24" CRAWL SPACE ACCESS
9. PROVIDE MIN. 22"x30" ATTIC ACCESS W/ INSULATED "LID" PROVIDE INSULATION BAFFLE AROUND OPENING.
10. FRAMED OPENING AS SHOWN (AT 8' A.F.F.)
11. STEPS TO GARAGE/PATIO LEVEL SHALL NOT EXCEED 8" RISE.
12. COVERED PORCH COLUMN. SEE ELEVATIONS FOR SIZE AND STYLE
13. HOSE BIB
14. GAS BARBACUE STUB
15. RECESSED UTILITY BOX
16. CUSTOM BUILT-IN
17. MICROWAVE LOCATION
18. 36" REFRIG. SPACE. REFRIG BY HOME OWNER U.N.O.
19. 24" DISHWASHER
20. 32" SINK BASE
21. 36" GAS COOKTOP
22. KITCHEN ISLAND - SEE CABINET DWGS
23. 36" x 60" TILE SHOWER W/ PAN
24. 32" x 60" FIBERGLASS SHOWER
25. 94" VANITY CABINET
26. 60" VANITY CABINET

INTERIOR FINISH SCHEDULE

ROOM	DESCRIPTION	FLRS	CLGS	WALL	TRIM	CSWK
101	FOYER	HDWD	GYPB	GYPB	HDWD	N/A
102	KITCHEN	HDWD	HDWD	GYPB	HDWD	HDWD
103	DINING RM	HDWD	HDWD	GYPB	HDWD	HDWD
104	LIVING RM	HDWD	HDWD	GYPB	HDWD	HDWD
105	MST. BEDROOM	CRPT	GYPB	GYPB	HDWD	N/A
106	BEDROOM 2	CRPT	GYPB	GYPB	HDWD	N/A
107	MST. CLOSET	CRPT	GYPB	GYPB	HDWD	N/A
108	MST. BATH	Q.TILE	GYPB	GYPB	HDWD	HDWD
109	BATH 2	Q.TILE	GYPB	GYPB	HDWD	HDWD
110	HALLWAY	HDWD	GYPB	GYPB	HDWD	N/A
111	UTILITY ROOM	Q.TILE	GYPB	GYPB	HDWD	HDWD
112	GARAGE	CONC.	GYPB	GYPB	N/A	N/A
113	EXTERIOR DECK	TREX	N/A	N/A	N/A	N/A

CRPT CARPET
GYPB PAINTED GYPSUM BOARD
PLAM PLASTIC LAMINATE, CABINWORK OR PANELLING
HDWD HARDWOOD FLOORING, PANELLING OR CASEWORK
TILE TILE
VNYL VINYL
WR WATER RESISTANT GYPSUM BOARD
WCVR WALL COVERING SMTH. FSH. GYPB INCL. SEALER
CLTL CEILING TILE T-BAR
GLBK GLASS BLOCK
CTGB CEILING TILE/GYPSUM BOARD
C.TILE CERAMIC TILE
Q.TILE QUARRY TILE
CONC. CONCRETE SLAB

CALL FOR SHEARWALL NAILING INSPECTION BEFORE COVERING

SEE SHEET S5 FOR SHEARWALL& HOLD DOWN REQUIREMENTS

TRUSS DELIVERY PACKET REQUIRED AT FRAMING INSPECTION

ICE SHIELD REQUIRED FOR SEVERE WEATHER

ADDITIONAL ENERGY MEASURES 2C

DOOR SCHEDULE

DOOR #	TYPE	SIZE		FRAME MATERIAL	DOOR MATERIAL	FINISH	HARDWARE	RATING	REMARKS/LOCATION
		WIDTH	HEIGHT						
101	SWING	36"	96"	WOOD	SOLID CORE WD	PAINT	LOCKSET	20 MIN.	TYPICAL FRONT DOOR EGRESS WEATHERSTRIPING & THRESHOLD
102	SWING	30"	80"	WOOD	HOLLOW CORE WD	PAINT	LOCKSET	NONE	TYPICAL BEDROOM EGRESS
103	SWING	28"	80"	WOOD	HOLLOW CORE WD	PAINT	LOCKSET	NONE	TYPICAL BATH EGRESS
104	SWING	24"	80"	WOOD	HOLLOW CORE WD	PAINT	PASS THRU	NONE	TYPICAL CLOSET ACCESS
105	SWING	32"	80"	WOOD	SOLID CORE WD	PAINT	LOCKSET	20 MIN.	WEATHERSTRIPING & THRESHOLD
106	SWING	36"	96"	WOOD	SOLID CORE WD	PAINT	LOCKSET	20 MIN.	WEATHERSTRIPING & THRESHOLD
107	POCKET	32"	80"	WOOD	HOLLOW CORE WD	PAINT	PASS THRU	NONE	TYPICAL UTILITY ACCESS
108	SLIDING	72"	96"	FIBERGLASS	FIBERGLASS	FCTORY	LOCKSET	NONE	MILGARD "CLASSIC" VINYL INSULATED WEATHERSTRIPING & THRESHOLD
109	OVERHEAD	192"	96"	WOOD	STEEL	PAINT	LOCKSET	NONE	AMARR # STEEL, INSULATED W/LITES

NOTES:
MANUFACTUER MAY VARY
VERIFY MANUFACTUER & MODEL NUMBERS WITH BUILDER
R.O. DIMENSIONS PER DOOR & WINDOW MANUFACTURER

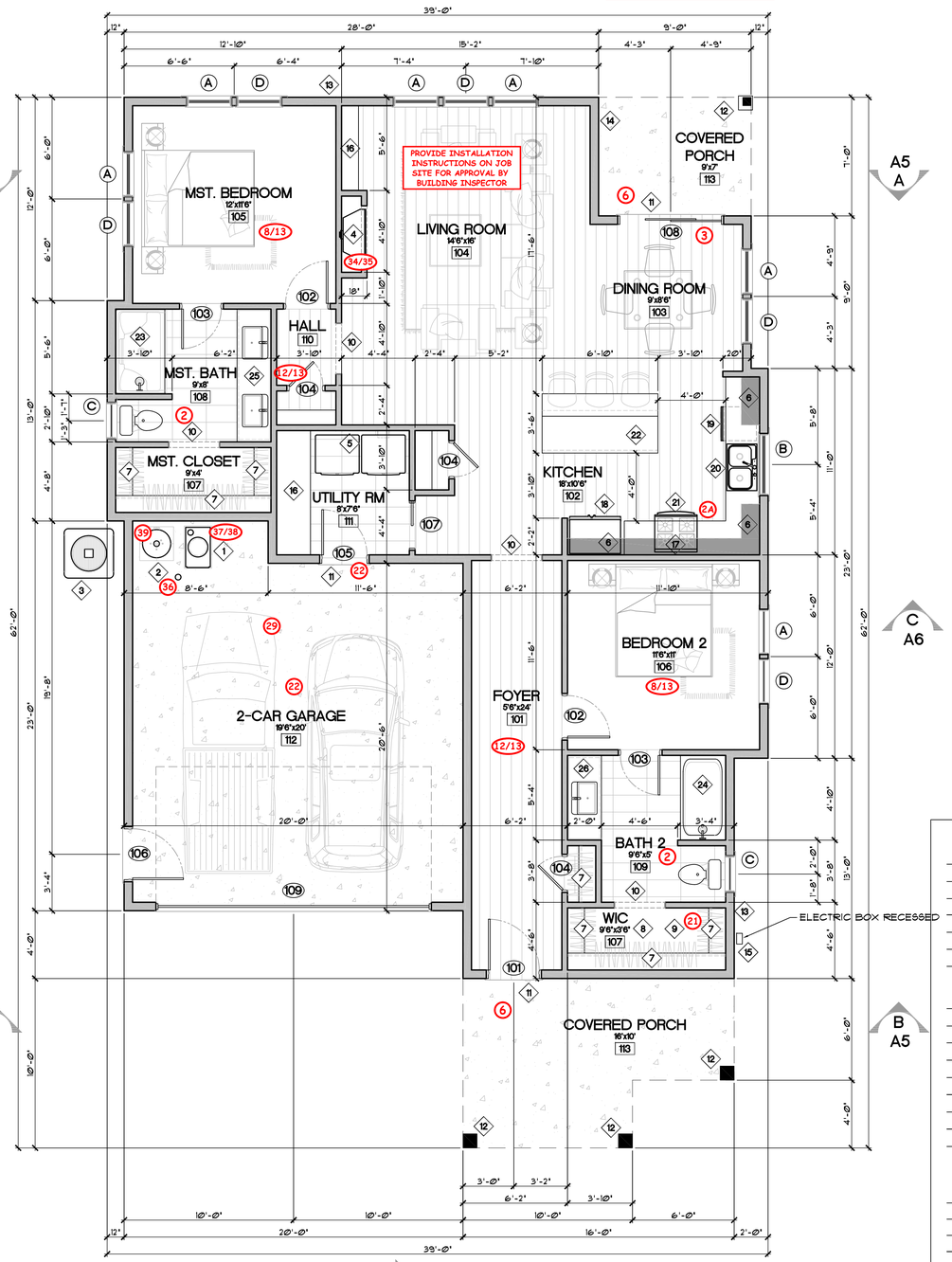
WINDOW SCHEDULE

WINDOW #	TYPE	SIZE		HEAD HGT.	FRAME MATERIAL	TYPE OF GLAZING	FINISH	U-FACTOR	REMARKS
		WIDTH	HEIGHT						
A	CASEMENT	30"	72"	96"	VINYL	STANDARD	BRONZE	0.28	EGRESS
B	CASEMENT	42"	54"	96"	VINYL	STANDARD	BRONZE	0.28	
C	CASEMENT	24"	48"	96"	VINYL	STANDARD	BRONZE	0.28	
D	FIXED	30"	72"	96"	VINYL	STANDARD	BRONZE	0.28	
E	FIXED	30"	30"	96" & 204"	VINYL	STANDARD	BRONZE	0.28	

NOTES:
MANUFACTUER MAY VARY
VERIFY MANUFACTUER & MODEL NUMBERS WITH BUILDER
R.O. DIMENSIONS PER DOOR & WINDOW MANUFACTURER
ALL WINDOWS WITHIN 18" OF FINISHED FLOOR AND 24" OF DOOR TO BE TEMPERED

OUTDOOR LIGHTING CONTROL SHALL COMPLY WITH DESCHUTES COUNTY CODE OR APPLICABLE CITY ORDINANCE

PROVIDE INSTALLATION INSTRUCTIONS ON JOB SITE FOR APPROVAL BY BUILDING INSPECTOR



DEVIATION FROM APPROVED SET OF APPROVED PLANS REQUIRES THE APPROVAL OF THE DESIGNER AND THE BUILDING DEPARTMENT

NORTH

MAIN LEVEL FLOOR PLAN

SCALE: 1/4" = 1'-0"

PLANNING DEPARTMENT
PLAN APPROVED
Approved plans and specifications shall not be changed, modified or altered without authorization from the Planning Department, and all work regulated by the Development Code shall be done in accordance with the approved plans. The issuance or granting of a permit or approval of plans, specifications and computations shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the code or any other ordinance of the City of Sisters.
date 08/23/2019
SPACE RESERVED FOR LOCAL BUILDING DEPARTMENT APPROVAL STAMPS

FLOOR PLAN NOTES

1. EXTERIOR FRAMED WALLS - (2) 2x6 TOP PLATES, 2x6 STUDS AT 16" O/C. U.N.O.
2. INTERIOR FRAMED BEARING WALLS - 2x6 STUDS AT 16" O/C.
3. INTERIOR FRAMED NON-BEARING WALLS - 2x4 STUDS AT 16" O/C.
4. ALL WOOD FRAMING DIMENSIONS TO FACE OF STUD OR TO CENTER OF OPENINGS. U.N.O. - INT. WALLS SHOWN AS 4" & EXT. WALLS SHOWN AS 6".
5. ALL ANGLED WALLS ARE AT 45 DEGREES FROM ADJACENT WALLS U.N.O.
6. PROVIDE FIRE BLOCKING AT ALL STUD WALLS AT FURRED DOWN AREAS, SOFFITS, AND AT ALL OPENINGS AROUND VENTS, PIPES, DUCTS, CHIMNEYS AND SIMILAR OPENINGS AS REQUIRED BY CODE.
7. ALL WINDOWS AND GLAZING SHALL COMPLY WITH THE CODE.
8. OCCUPANCY SEPERATION BETWEEN GARAGE AND LIVING AREAS SHALL COMPLY WITH THE CODE.
9. SHOWER AND TUB WALLS TO BE FINISHED WITH MOISTURE RESISTANT SHEET ROCK OR FIBERGLASS PANELS PER BUILDER SPECIFICATION TO A HEIGHT OF +1-0" ABOVE DRAIN. (VAPOR BARRIER IS NOT PERMITTED BEHIND MOISTURE RESISTANT SHEET ROCK).
10. INTERIOR FINISH SHALL BE 1/2" GYPSUM WALL BOARD, U.N.O.
11. ACCESSIBLE UNDER STAIR AREAS SHALL BE FINISHED WITH 1/2" GYPSUM WALL BOARD.
12. ALL EXTERIOR DOORS TO BE INSULATED AND WEATHERSTRIPPED.
13. ALL WINDOWS TO BE MIN. CLASS 40
14. AT LEAST ONE WINDOW IN EA. BEDROOM TO MEET EGRESS REQUIREMENTS
15. VERIFY ALL DOOR AND WINDOW ROUGH OPENINGS W/ MANUF. PRIOR TO FRAMING
16. VERIFY ALL PLUMBING FIXTURE AND APPLIANCE ROUGH OPENINGS W/ MANUF. PRIOR TO FRAMING.
17. FIXTURES AND APPLIANCES ARE SHOWN FOR GRAPHICS ONLY. CONSULT MANUF & SPECIFICATIONS FOR MAKE/MODEL NUMBER AND PROPER SIZES
18. VERIFY FIREPLACE MODEL AND ROUGH FRAMING DIMENSIONS OF FIREPLACE PRIOR TO FRAMING. FOLLOW MANUF. INSTALLATION INSTRUCTIONS.
19. INSTALL 26 GA. SHEET METAL FIREBLOCKING FLUSH W/ BOTTOM OF FLOOR JOISTS at ALL FLOOR PENETRATIONS at PENETRATION OF CLASS "B" WATER HEATER & FURNACE EXAUST FLUE.
20. MAINTAIN 1" CLEAR TO ANY COMBUSTIBLE FRAMING AS REQ'D.
21. HEATING ELEMENTS OR IGNITION DEVICES TO BE MIN. 18" OFF FLOOR (SEC. 1307.3.) SEE UPC SEC. 1308 FOR CLEARANCES.
22. PROVIDE PROPER VENTILATION & OUTSIDE COMBUSTION AIR TO ALL OPEN FLAME APPLIANCES.
23. APPLIANCES DESIGNED TO BE SECURELY FASTENED IN PLACE IN ACCORDANCE WITH SECTION 1307.2 AND UPC SECTION 1308.
24. WINDOW HEAD HEIGHT 8'-0" (MAIN LEVEL) 6'-8" (UPPER LEVEL) A.F.F. U.N.O. ON EXTERIOR ELEVATIONS. VERIFY ALL WINDOW AND DOOR SIZES, SELECTIONS, CODE REQUIREMENTS (TEMPERED, EGRESS) WITH OWNER AND DEALER PRIOR TO FRAMING.

BUILDING ENVELOPE DATA

MAIN FLOOR HEATED LIVING SPACE	1,372 SF
UPPER FLOOR HEATED LIVING SPACE (MINUS STAIRS)	0 SF
TOTAL HEATED LIVING SPACE	1,372 SF
GARAGE	431 SF
STAIRS	0 SF
COVERED PORCHES	199 SF

LOT COVERAGE (35% OR 50% MAX.)

BUILDING FOOTPRINT	2,331 SF
ACCESSORY DWELLING UNIT	528 SF
GARAGE	431 SF
COVERED PORCHES	299 SF
* * BUILDING ENVELOPE	3,235 SF
LOT AREA	8,618 SF
EXEMPT PORCH SQUARE FOOTAGE	430.9 SF
PERCENTAGE	27%

* * (INCLUDES ENTIRE AREA BELOW ROOF)

FLOOR TO AREA CALC. (F.A.R.)

MAIN FLOOR HEATED LIVING SPACE	1,372 SF
ACCESSORY DWELLING UNIT	528 SF
GARAGE	431 SF
CRAWL SPACE OVER 5' IN HEIGHT	0 SF
ATTIC SPACE OVER 25' IN HEIGHT	0 SF
PERCENTAGE	27%

PAVING AREA BEYOND ENVELOPE

DRIVEWAY	1,191 SF
PATIOS AND WALKWAYS	0 SF
AC PAD	18 SF
TOTAL	1,209 SF

MUDDY RIVER DESIGN
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BEND, OREGON 97701
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PROJECT INFORMATION:

PROJECT #	19-042
ISSUE DATE:	8-20-19
PROJECT PHASE:	PERMIT SET
APPROVED:	XX-XX-19
DRAWN BY:	ADAM PETERSON

CUSTOM RESIDENCES FOR PETER HALL

110 W HEISING DRIVE - LOT 50 | SISTERS, OR 97759

ADAM R. PETERSON
PROFESSIONAL BUILDING DESIGNER

SHEET CONTENTS:

MAIN LEVEL FLOOR PLAN

REVISED 6-26-19

SHEET #

A1

DESCHUTES COUNTY REVIEWED 247-19-004920 4 of 19

GENERAL NOTES

REFER TO FRONT ELEVATIONS FOR TYPICAL MATERIAL CALL-OUTS AND NOTES.

EXTERIOR SIDING:
SEE EXTERIOR SIDING LEGEND & FRONT ELEVATION CALL-OUTS, U.N.O.

TYPICAL ROOFING:
ASPHALT COMPOSITION, U.N.O.

WINDOWS:
VINYL, U.N.O.

WINDOW HEAD TRIM: 2x8 PAINT GRADE "SPF" U.N.O

WINDOW JAMB TRIM: 5/4x6 PAINT GRADE "SPF" U.N.O

WINDOW SILL TRIM: SLOPED CUT 2x2 PAINT GRADE "CEDAR" W/ 5/4x4 APRON, U.N.O

BARGE BOARDS:
2x10 PAINT GRADE "CEDAR" W/ 1x4 SHADOW BAND, U.N.O.

GARAGE DOOR SURROUND TRIM: 5/4x6 PAINT GRADE "SPF" JAMBS, 2x8 PAINT GRADE "CEDAR" HEAD TRIM U.N.O.

HORIZONTAL BAND BOARDS: 2x8 PAINT GRADE "CEDAR", U.N.O.

FASCIA/EAVE:
EXPOSED TRUSS/RAFTER TAILS SHALL BE 2x8, U.N.O.

EXTERIOR DOORS:
FIBERGLASS, U.N.O.

CHIMNEY SHROUD:
SHEET METAL, U.N.O.

CORNER BOARDS:
METAL CORNER CLIPS (PAINTED), U.N.O.

RAKE/BARGE OVERHANGS:
24", U.N.O.

EAVE OVERHANGS:
24", U.N.O.

COVERED PORCH CEILINGS:
1x6 T&G SOFFIT BOARDS TYP. (PAINTED) U.N.O.

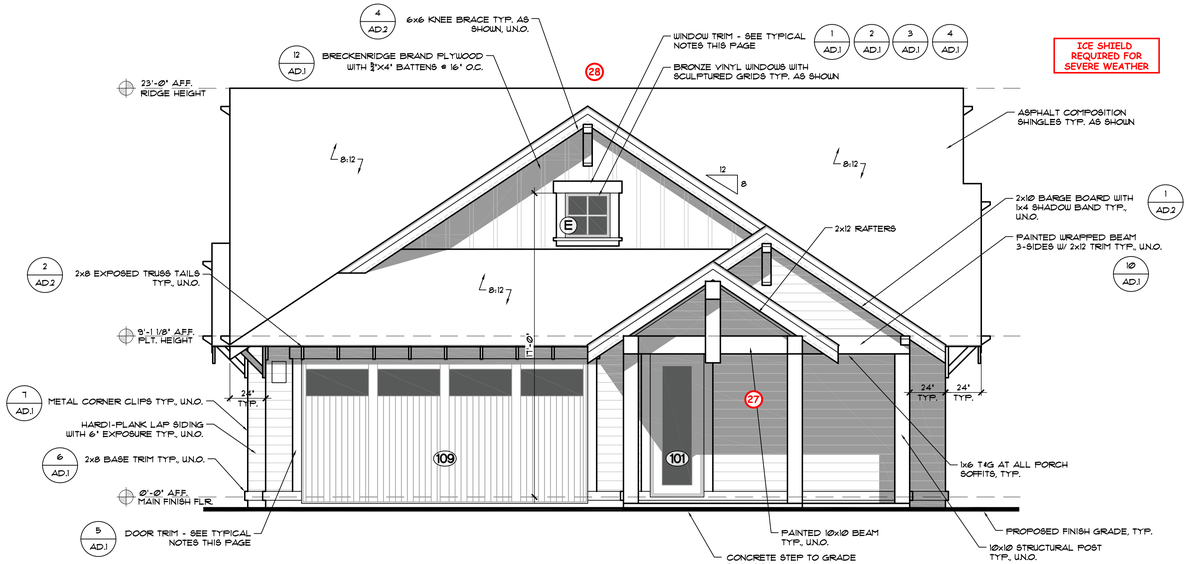
EXPOSED ROOF SOFFITS:
BRECKENRIDGE BRAND PLY'D W/ GROOVES AT 4" O.C., (PAINTED) U.N.O.

CONTRACTOR SHALL PROVIDE CATALOG CUT SHEETS OF ALL EXTERIOR LIGHT FIXTURES FOR ARC APPROVAL PRIOR TO INSTALLATION. (IF REQUIRED)

CONTRACTOR SHALL SUBMIT CATALOG CUT SHEETS FOR EXTERIOR DOORS TO THE ARC FOR APPROVAL PRIOR TO INSTALLATION. (IF REQUIRED)

ALL WOOD STEPS TO GRADE SHALL BE CONSTRUCTED OF P.T. 2x12 WOOD STAIR STRINGERS W/ 5/4x6 CEDAR PROFILE TREADS

STEP FOUNDATION W/ GRADE AS REQUIRED. PROVIDE P.T. 2x VERTICAL WOOD NAILERS AT CONCRETE STEM WALL TO ALLOW THE ANCHORING OF SIDING MATERIAL. NOTE: CONCRETE STEM WALL SHALL NOT BE EXPOSED MORE THAN 8" ABOVE GRADE.



FRONT ELEVATION - SOUTHSIDE

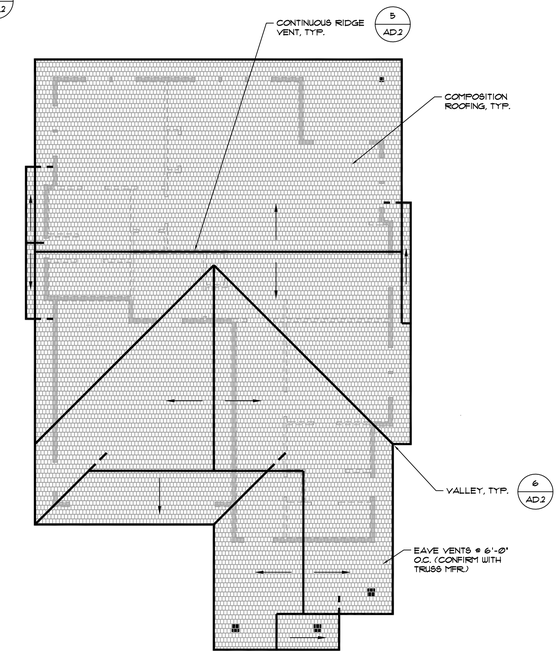
SCALE: 1/4" = 1'-0"

ROOF PLAN LEGEND

- INDICATES DIRECTION OF ROOF SLOPE
- EDGE OF ROOF BELOW
- EDGE OF LOWER ROOF
- EDGE OF UPPER ROOF
- COMPOSITION ROOFING
- INDICATES DOWNSPOUT AS REQUIRED

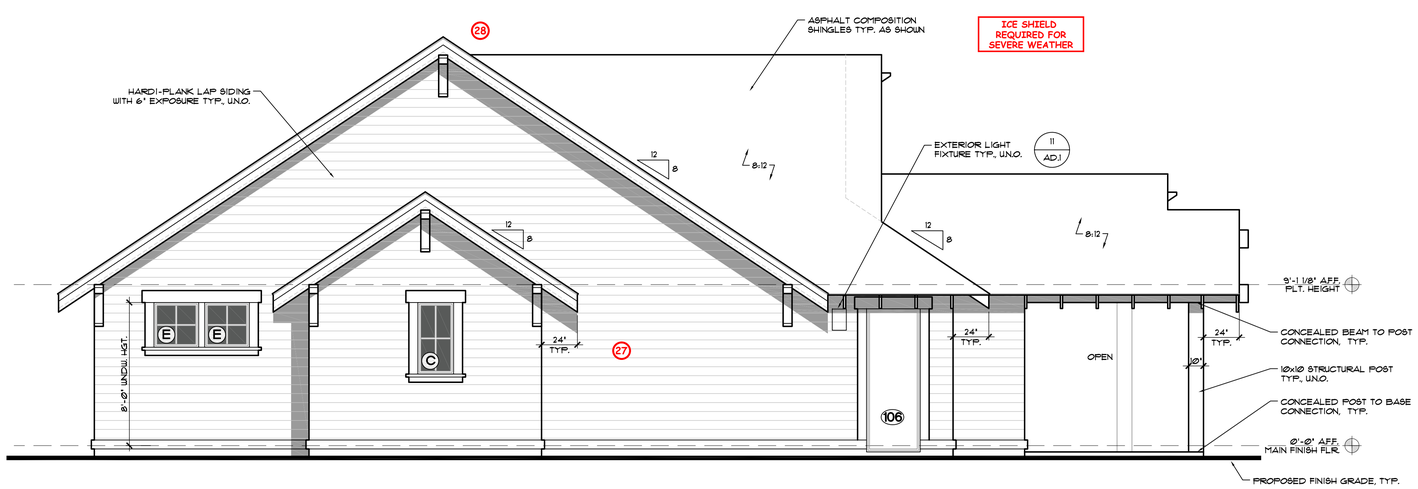
NOTE:

CAN LIGHTS IN SOFFIT AT ENTRY AND PATIO.



ROOF PLAN

SCALE: 1/8" = 1'-0"



LEFT ELEVATION - WESTSDIE

SCALE: 1/4" = 1'-0"

TYPICAL EXTERIOR SIDING

DOUBLE WALL SIDING MATERIALS

BOARD & BATTEN SIDING - "MANUFACTURER PER BUILDER" EXTERIOR SIDING PANELS INSTALLED PER MSF. SPECS. OVER APPROVED MOISTURE BARRIER ON MIN. 5/16" SOLID EXTERIOR SHTG. OVER 2x STUDS (1X BATTENS SIZED AND SPACED AS INDICATED ON PLANS)

HORIZONTAL LAP SIDING - (EXP. AS INDICATED) "MANUFACTURER PER BUILDER" EXTERIOR SIDING INSTALLED PER MSF. SPECS. OVER APPROVED MOISTURE BARRIER ON MIN. 5/16" SOLID EXTERIOR SHTG. OVER 2x STUDS

REFERENCE NAILING SCHEDULES, FRAMING AND BRACING PLANS FOR STUD SPACING, SHTG. AND NAILING REQ'MTS.

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date 08/23/2019
SPACE RESERVED FOR LOCAL BUILDING DEPARTMENT APPROVAL STAMPS

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328 NW BOND ST. - SUITE 101A
BEND, OREGON 97701
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PROJECT INFORMATION:

PROJECT #	19-042
ISSUE DATE:	8-20-19
PROJECT PHASE:	PERMIT SET
APPROVED:	XX-XX-19

DRAWN BY: ADAM PETERSON

CUSTOM RESIDENCES FOR PETER HALL

110 W HEISING DRIVE - LOT 50 | SISTERS, OR 97759

ADAM R. PETERSON
PROFESSIONAL BUILDING DESIGNER

SHEET CONTENTS:

EXTERIOR ELEVATIONS

REVISED 6-25-19

SHEET #

A3

DESCHUTES COUNTY REVIEWED 247-19-004920 5 of 19

GENERAL NOTES

REFER TO FRONT ELEVATIONS FOR TYPICAL MATERIAL CALL-OUTS AND NOTES.

EXTERIOR SIDING:
SEE EXTERIOR SIDING LEGEND & FRONT ELEVATION CALL-OUTS, U.N.O.

TYPICAL ROOFING:
ASPHALT COMPOSITION, U.N.O.

WINDOWS:
VINYL, U.N.O.

WINDOW HEAD TRIM: 2x8 PAINT GRADE 'SPF' U.N.O

WINDOW JAMB TRIM: 5/4x6 PAINT GRADE 'SPF' U.N.O

WINDOW SILL TRIM: SLOPED CUT 2x2 PAINT GRADE 'CEDAR' W/ 5/4x4 APRON, U.N.O

BARGE BOARDS:
2x10 PAINT GRADE 'CEDAR' W/ 1x4 SHADOW BAND, U.N.O.

GARAGE DOOR SURROUND TRIM: 5/4x6 PAINT GRADE 'SPF' JAMBS, 2x8 PAINT GRADE 'CEDAR' HEAD TRIM U.N.O.

HORIZONTAL BAND BOARDS: 2x8 PAINT GRADE 'CEDAR', U.N.O.

FASCIA/EAVE:
EXPOSED TRUSS/RAFTER TAILS SHALL BE 2x8, U.N.O.

EXTERIOR DOORS:
FIBERGLASS, U.N.O.

CHIMNEY SHROUD:
SHEET METAL, U.N.O.

CORNER BOARDS:
METAL CORNER CLIPS (PAINTED), U.N.O.

RAKE/BARGE OVERHANGS:
24", U.N.O.

EAVE OVERHANGS:
24", U.N.O.

COVERED PORCH CEILINGS:
1x6 T&G SOFFIT BOARDS TYP. (PAINTED) U.N.O.

EXPOSED ROOF SOFFITS:
BRECKENRIDGE BRAND PLY'D W/ GROOVES AT 4" O.C., (PAINTED) U.N.O.

CONTRACTOR SHALL PROVIDE CATALOG CUT SHEETS OF ALL EXTERIOR LIGHT FIXTURES FOR ARC APPROVAL PRIOR TO INSTALLATION. (IF REQUIRED)

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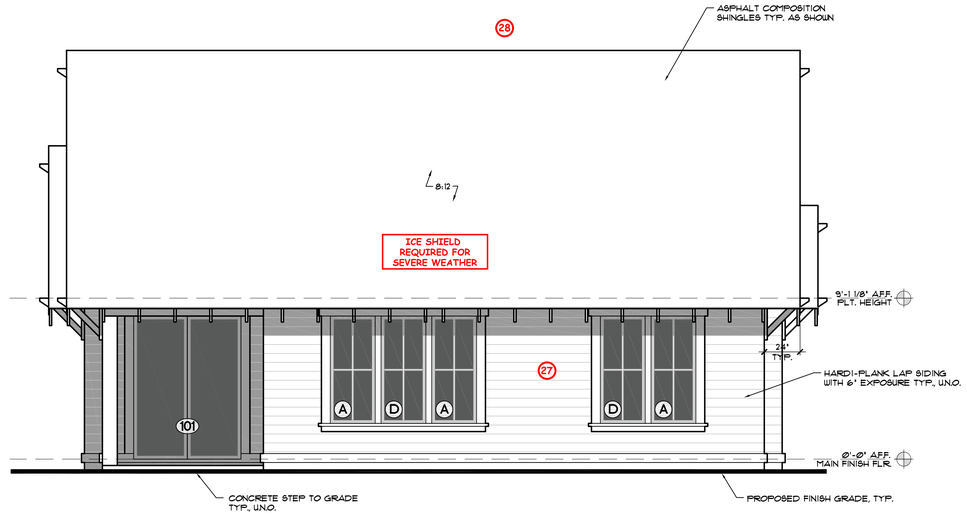

REAR ELEVATION - NORTHSIDE

SCALE: 1/4" = 1'-0"

ROOF PLAN LEGEND

- INDICATES DIRECTION OF ROOF SLOPE
- EDGE OF ROOF BELOW
- EDGE OF LOWER ROOF
- EDGE OF UPPER ROOF
- COMPOSITION ROOFING
- INDICATES DOWNSPOUT AS REQURED

NOTE:
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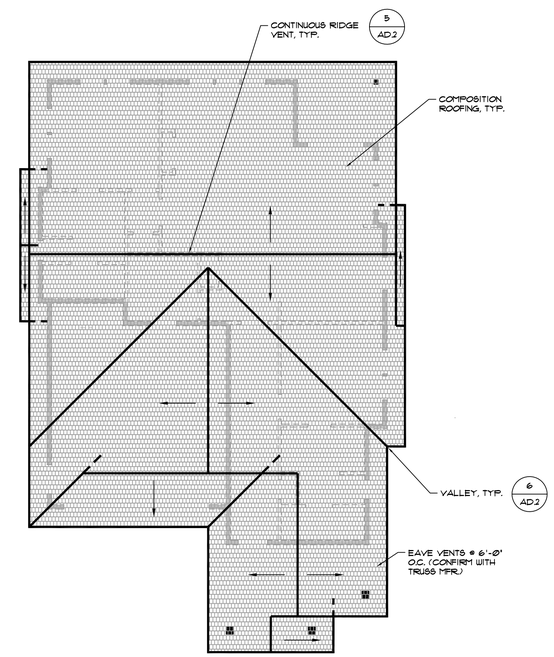

ROOF PLAN

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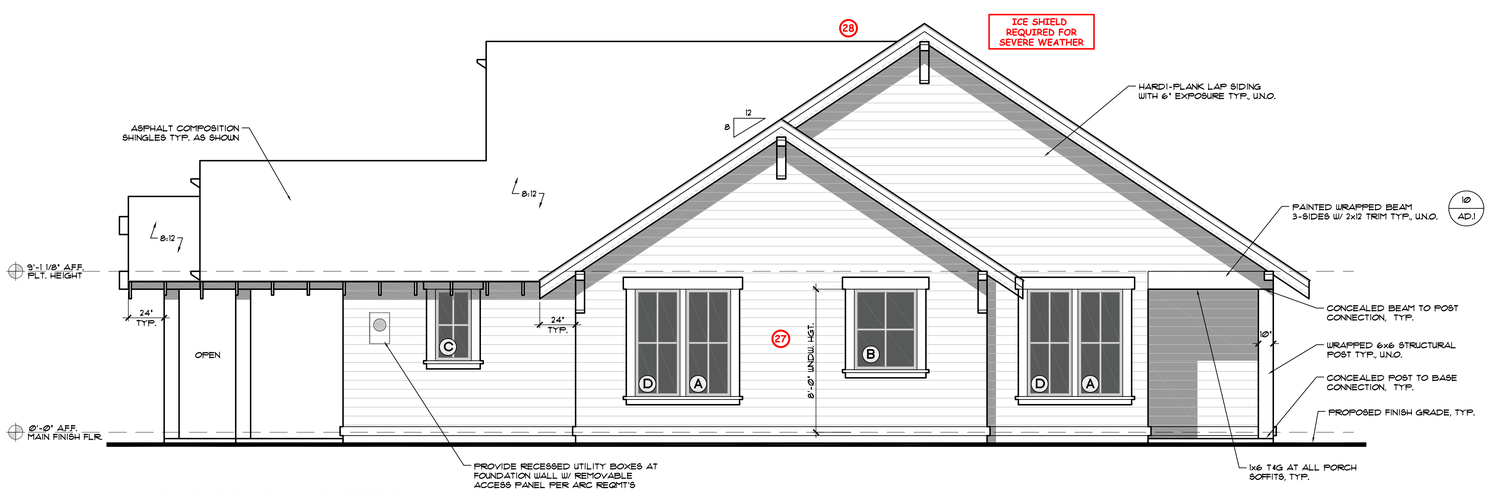

RIGHT ELEVATION - EASTSIDE

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TYPICAL EXTERIOR SIDING

DOUBLE WALL SIDING MATERIALS

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SHEET CONTENTS:

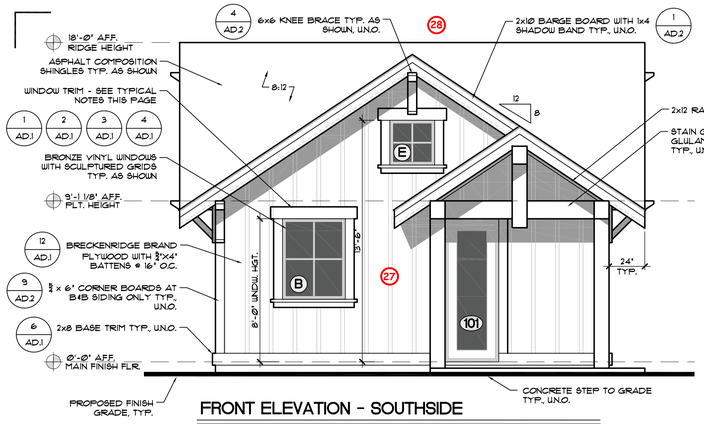
EXTERIOR ELEVATIONS

REVISED 6-25-19

SHEET #

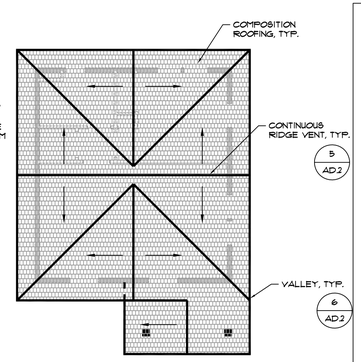
A4

DESCHUTES COUNTY REVIEWED 247-19-004920 6 of 19



FRONT ELEVATION - SOUTHSIDE

SCALE: 1/4" = 1'-0"



ROOF PLAN

SCALE: 1/8" = 1'-0"

FLOOR PLAN KEYNOTES

1. DUCTLESS WALL MOUNTED HEAT PUMP AIR HANDLER
2. TANKLESS GAS WATER HEATER WITH DIRECT VENT. ELEVATE FLAME 18" MIN. ABOVE SLAB. PROVIDE R-4 INSULATION AROUND WATER PIPES IN UNHEATED SPACES. (RUUD-RUGTH-95DVLN)
3. ELECTRIC HEAT PUMP (MITSUBISHI HYPER HEAT)
4. INSTALL RECESSED WASHER/DRYER HOOKUP.
5. CABINETS ABOVE. TOP OF CABINET TO BE 91" ABOVE FINISH FLOOR U.N.O.
6. WIRE ROD AND SHELF. 68" ABOVE FINISH FLOOR U.N.O.
7. PROVIDE MINIMUM 18"x24" CRAWL SPACE ACCESS
8. PROVIDE MIN. 22"x30" ATTIC ACCESS W/ INSULATED "LID" PROVIDE INSULATION BAFFLE AROUND OPENING.
9. FRAMED OPENING AS SHOWN (AT 8' A.F.F.)
10. STEPS TO GARAGE/PATIO LEVEL SHALL NOT EXCEED 8" RISE.
11. COVERED PORCH COLUMN. SEE ELEVATIONS FOR SIZE AND STYLE
12. HOSE BIB
13. RECESSED UTILITY BOX
14. MICROWAVE LOCATION
15. 36" REFRIG. SPACE. REFRIG BY HOME OWNER U.N.O.
16. 24" DISHWASHER
17. 32" SINK BASE
18. 36" GAS COOKTOP
19. KITCHEN ISLAND - SEE CABINET DWGS
20. 32" x 60" FIBERGLASS SHOWER
21. 36" VANITY CABINET

INTERIOR FINISH SCHEDULE

ROOM	DESCRIPTION	FLRS	CLGS	WALL	TRIM	CSWK
101	ADU-KITCHEN	HDWD	HDWD	GYPB	HDWD	HDWD
102	ADU-LIVING RM	HDWD	HDWD	GYPB	HDWD	HDWD
103	ADU-BEDROOM	CRPT	GYPB	GYPB	HDWD	N/A
104	ADU-BATH	Q.TILE	GYPB	GYPB	HDWD	HDWD
105	HALLWAY	HDWD	GYPB	GYPB	HDWD	N/A
106	UTILITY ROOM	Q.TILE	GYPB	GYPB	HDWD	HDWD
107	EXTERIOR DECK	TREX	N/A	N/A	N/A	N/A

CRPT	CARPET
GYPB	PAINTED GYPSUM BOARD
PLAM	PLASTIC LAMINATE, CASEWORK OR PANELLING
HDWD	HARDWOOD FLOORING, PANELLING OR CASEWORK
TILE	TILE
VINYL	VINYL
WR	WATER RESISTANT GYPSUM BOARD
WCVR	WALL COVERING SMTH, FSH, GYPB INCL. SEALER
CL.TL	CEILING TILE T-BAR
GLBK	GLASS BLOCK
CTGB	CEILING TILE/GYPSUM BOARD
Q.TILE	CERAMIC TILE
Q.TILE	QUARRY TILE
CONC.	CONCRETE SLAB

A7

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SEE SHEET A1 FOR FLOOR PLAN NOTES

A7

CALL FOR SHEARWALL NAILING INSPECTION BEFORE COVERING

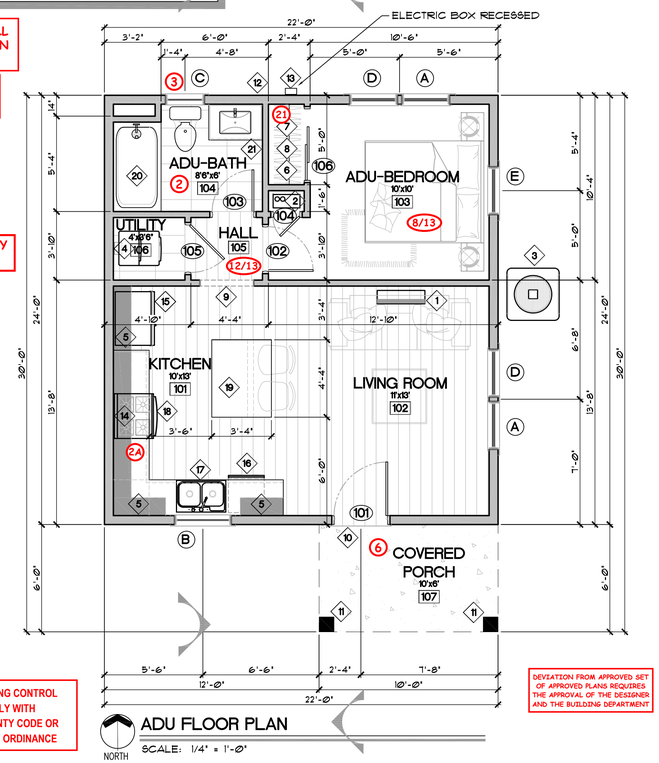
PROVIDE FULL HEIGHT WALL TO SUPPORT VAULTED GABLE END ROOF TRUSS / FRAMING. SEE HANDOUT

SEE SHEET S5 FOR SHEARWALL& HOLD DOWN REQUIREMENTS

TRUSS DELIVERY PACKET REQUIRED AT FRAMING INSPECTION

ICE SHIELD REQUIRED FOR SEVERE WEATHER

ADDITIONAL ENERGY MEASURES 2C



ADU FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH

DEVIATION FROM APPROVED SET OF APPROVED PLANS REQUIRES THE APPROVAL OF THE DESIGNER AND THE BUILDING DEPARTMENT

OUTDOOR LIGHTING CONTROL SHALL COMPLY WITH DESCHUTES COUNTY CODE OR APPLICABLE CITY ORDINANCE

ROOF PLAN LEGEND

- INDICATES DIRECTION OF ROOF SLOPE
- EDGE OF ROOF BELOW
- EDGE OF LOWER ROOF
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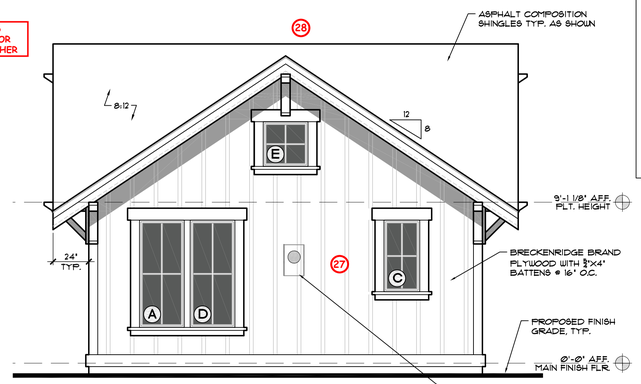


REAR ELEVATION - NORTHSIDE

SCALE: 1/4" = 1'-0"

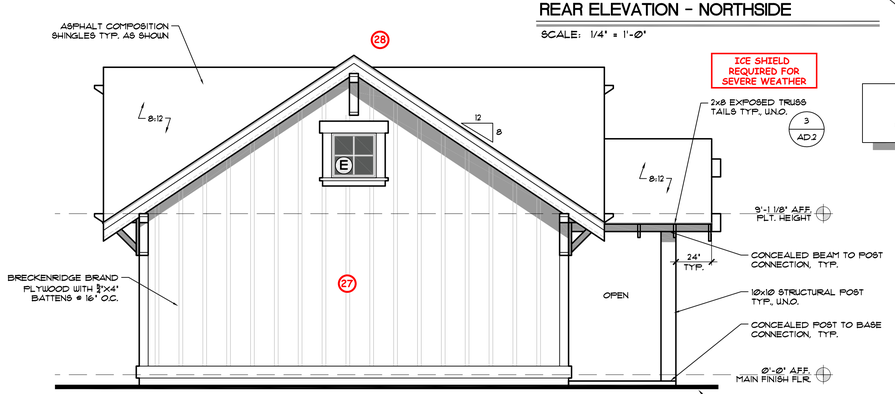
BUILDING ENVELOPE DATA

MAIN FLOOR HEATED LIVING SPACE	528 SF
TOTAL HEATED LIVING SPACE	528 SF
COVERED PORCHES	60 SF

LOT COVERAGE (35% OR 50% MAX.)

BUILDING FOOTPRINT	528 SF
COVERED PORCHES	60 SF
* * BUILDING ENVELOPE	X SF
LOT AREA	8618 SF
EXEMPT PORCH SQUARE FOOTAGE	X SF
PERCENTAGE	XX%

* * (INCLUDES ENTIRE AREA BELOW ROOF)



LEFT ELEVATION - WESTSIDE

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TYPICAL ROOFING:
ASPHALT COMPOSITION, U.N.O.

WINDOWS:
VINYL, U.N.O.

WINDOW HEAD TRIM: 2x8 PAINT GRADE 'SPF' U.N.O

WINDOW JAMB TRIM: 5/4x6 PAINT GRADE 'SPF' U.N.O

WINDOW SILL TRIM: SLOPED CUT 2x2 PAINT GRADE 'CEDAR' W/ 5/4x4, U.N.O

BARGE BOARDS:
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GARAGE DOOR SURROUND TRIM: 5/4x6 PAINT GRADE 'SPF' JAMBS, 2x8 PAINT GRADE 'CEDAR' HEAD TRIM U.N.O.

HORIZONTAL BAND BOARDS: 2x8 PAINT GRADE 'CEDAR', U.N.O.

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EXPOSED TRUSS/RAFTER TAILS SHALL BE 2x8, U.N.O.

EXTERIOR DOORS:
FIBERGLASS, U.N.O.

CHIMNEY SHROUD:
SHEET METAL, U.N.O.

CORNER BOARDS:
5/4x6 CORNER BOARDS (PAINTED), U.N.O.

RAKE/BARGE OVERHANGS:
24", U.N.O.

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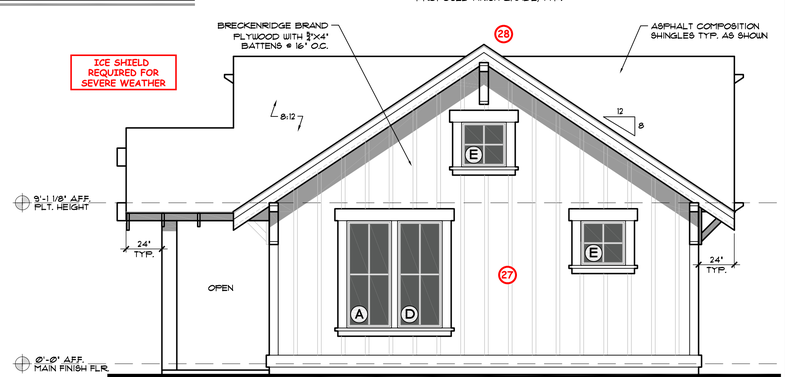

RIGHT ELEVATION - EASTSIDE

SCALE: 1/4" = 1'-0"

DOOR SCHEDULE

DOOR #	TYPE	SIZE		FRAME MATERIAL	DOOR MATERIAL	FINISH	HARDWARE	RATING	REMARKS/LOCATION
		WIDTH	HEIGHT						
101	SWING	36"	96"	WOOD	SOLID CORE WD	PAINT	LOCKSET	20 MIN.	TYPICAL FRONT DOOR EGRESS WEATHERSTRIPING & THRESHOLD
102	SWING	30"	80"	WOOD	HOLLOW CORE WD	PAINT	LOCKSET	NONE	TYPICAL BEDROOM EGRESS
103	SWING	28"	80"	WOOD	HOLLOW CORE WD	PAINT	LOCKSET	NONE	TYPICAL BATH EGRESS
104	SWING	18"	80"	WOOD	HOLLOW CORE WD	PAINT	PASS THRU	NONE	TYPICAL CLOSET ACCESS
105	SWING	32"	80"	WOOD	HOLLOW CORE WD	PAINT	PASS THRU	NONE	TYPICAL UTILITY ACCESS
106	BI-PASS	48"	80"	WOOD	HOLLOW CORE WD	PAINT	PASS THRU	NONE	(2PR) BI-PASS DOORS

NOTES:
MANUFACTUER MAY VARY
VERIFY MANUFACTUER & MODEL NUMBERS WITH BUILDER
R.O. DIMENSIONS PER DOOR & WINDOW MANUFACTURER

WINDOW SCHEDULE

WINDOW #	TYPE	SIZE		HEAD HGT.	FRAME MATERIAL	TYPE OF GLAZING	FINISH	U-FACTOR	REMARKS
		WIDTH	HEIGHT						
A	CASEMENT	30"	72"	96"	VINYL	STANDARD	BRONZE	.028	EGRESS
B	CASEMENT	42"	54"	96"	VINYL	STANDARD	BRONZE	.028	
C	CASEMENT	24"	48"	96"	VINYL	STANDARD	BRONZE	.028	
D	FIXED	30"	72"	96"	VINYL	STANDARD	BRONZE	.028	
E	FIXED	30"	30"	84" & 162"	VINYL	STANDARD	BRONZE	.028	

NOTES:
MANUFACTUER MAY VARY
VERIFY MANUFACTUER & MODEL NUMBERS WITH BUILDER
R.O. DIMENSIONS PER DOOR & WINDOW MANUFACTURER
ALL WINDOWS WITHIN 18" OF FINISHED FLOOR AND 24" OF DOOR TO BE TEMPERED

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PROFESSIONAL BUILDING DESIGNER

SHEET CONTENTS:

UPPER LEVEL FLOOR PLAN

REVISED 6-24-19

SHEET #

A2

DESCHUTES COUNTY REVIEWED 247-19-004924 4 of 13

ENERGY COMPLIANCE

THIS PLAN IS DESIGNED TO MEET 2017 OREGON RESIDENTIAL SPECIALTY CODE UNDER PRESCRIPTIVE ENVELOPE REQUIREMENTS FOR RESIDENTIAL BLDGS. THE FOLLOWING INSULATION VALUES ARE REQUIRED FOR PRESCRIPTIVE ENVELOPE, BUT MAY BE MODIFIED USING A DIFFERENT "PATH" OF COMPLIANCE. CONSULT YOUR LOCAL BUILDING OFFICIAL OR THIS OFFICE FOR DETAILS ON ALTERNATIVE PATHS.

PRESCRIPTIVE ENVELOPE REQUIREMENTS [a]	
ENERGY PATH:	EQUIVALENT VALUE [b] PRESCRIPTIVE ENVELOPE
WALL INSULATION - ABOVE GRADE:	R-21 INTERMEDIATE [c]
WALL INSULATION - BELOW GRADE [d]:	R-15/R-21
FLAT CEILINGS [f]:	R-49
VAULTED CEILINGS [f]:	R-30 RAFTER OR R-30@ 0.[h] SCISSOR TRUSS
FORCED AIR DUCT: (CONDITIONED SPACE)	R-8
HEAT SOURCE:	GAS FORCED AIR
WINDOWS [i]:	U-0.30
SKYLIGHTS [i]:	U-0.50
EXTERIOR DOORS [i]:	U-0.20
EXTERIOR DOORS WITH > 2.5 FT² GLAZING [i]:	U-0.40
UNDERFLOORS:	R-30
SLAB EGDE PERIMETER:	R-15
HEATED SLAB INTERIOR [j]:	R-10

ADDITIONAL MEASURE PATH:

PER THE 2017 OREGON RESIDENTIAL SPECIALTY CODE UNDER PRESCRIPTIVE COMPLIANCE FOR RESIDENTIAL BLDGS. (CHAPTER 11), TABLE N1102.1(2). THREE PATHS MUST BE SELECTED BELOW. CONSULT YOUR LOCAL BUILDING OFFICIAL OR THIS OFFICE FOR DETAILS ON ALTERNATE PATHS.

ENVELOPE ENHANCEMENT MEASURES (SELECT ONE)	1	HIGH EFFICIENCY WALLS EXTERIOR WALLS - U-0.045/R-21 CAVITY INSULATION + R-5 CONTINUOUS	
	2	UPGRADED FEATURES EXTERIOR WALLS - U-0.057/R-23 INTERMEDIATE OR R-21 ADVANCED FRAMED FLOORS - U0.026/R-38, AND WINDOWS - U-0.28 (AVERAGE UA)	X
	3	UPGRADED FEATURES EXTERIOR WALLS - U-0.055/R-23 INTERMEDIATE OR R-21 ADVANCED FLAT CEILING [e] - U-0.017/R-60, AND FRAMED FLOORS - U-0.026/R-38	
	4	SUPER INSULATED WINDWS & ATTIC OR FRAMED FLOORS WINDOWS - U-0.22 (TRIPLE PANE LOW-E) FLAT CEILINGS [e] - U-0.017/R-60 OR FRAMED FLOORS - U-0.026/R-38	
	5	AIR SEALING HOME AND DUCTS MANDATORY AIR SEALING OF ALL WALL COVERINGS AT TOP PLATE AND AIR SEALING CHECKLIST [f], AND MECHANICAL WHOLE-BUILDING VENTILATION SYSTEM WITH RATES MEETING M1503 OR ASHRAE 62.2, AND ALL DUCTS AND AIR HANDLERS CONTAINED WITHIN BUILDING ENVELOPE [a] OR ALL DUCTS SEALED WITH MASTIC [b]	
	6	HIGH EFFICIENCY THERMAL ENVELOPE UA [g] PROPOSED UA IS 8% LOWER THAN THE CODE UA	
CONSERVATION MEASURES (SELECT ONE)	A	HIGH EFFICIENCY HVAC SYSTEM [a] GAS-FIRED FURNACE OR BROILER AFUE 94%, OR AIR SOURCE HEAT PUMP HSPF 9.5/15.0 SEER COOLING, OR GROUND SOURCE HEAT PUMP COP 3.5 OR ENERGY STAR RATED	
	B	DUCTED HVAC SYSTEMS WITHIN CONDITIONED SPACE ALL DUCTS AND AIR HANDLERS CONTAINED WITHIN BUILDING ENVELOPE [a] *CANNOT BE COMBINED WITH MEASURE 5	
	C	DUCTLESS HEAT PUMP DUCTLESS HEAT PUMP HSPF 10.0 IN PRIMARY ZONE OF DWELLING	X
	D	HIGH EFFICIENCY WATER HEATER [c] NATURAL GAS/PROPANE WATER HEATER WITH UEF 0.85 OR ELECTRIC HEAT PUMP WATER HEATER TIER 1 NORTHERN CLIMATE SPECIFICATION PRODUCT	

ENVELOPE ENHNCMNT MEASURE:

TABLE N1102.1(2) ADDITIONAL MEASURES

2	UPGRADED FEATURES: EXTERIOR WALLS - U-0.057/R-23 INTERMEDIATE OR R-21 ADVANCED, FRAMED FLOORS - U-0.026/R-38, AND WINDOWS - U-0.28 (AVERAGE UA)
C	

FOR 61.1 SQ FT=0.093 M², 1 WATT PER SQ FT=10.8 W/M².

a. APPLIANCES LOCATED WITHIN THE BUILDING ENVELOPE SHALL HAVE SEALED COMBUSTION AIR INSTALLED. COMBUSTION AIR SHALL BE DUCTED DIRECTLY FROM THE OUTDOORS

b. ALL DUCT JOINTS & SEAMS SEALED WITH LISTED MASTIC. TAPE IS ONLY ALLOWED AT APPLIANCE OR EQUIPEMENT CONNECTIONS (FOR SERVICE & REPLACEMENT.) MEET SEALING CRITERIA OF PERFORMANCE TESTED COMFORT SYSTEMS PROGRAM ADMINISTERED BY THE BONNEVILLE POWER ADMINISTRATION (BPA).

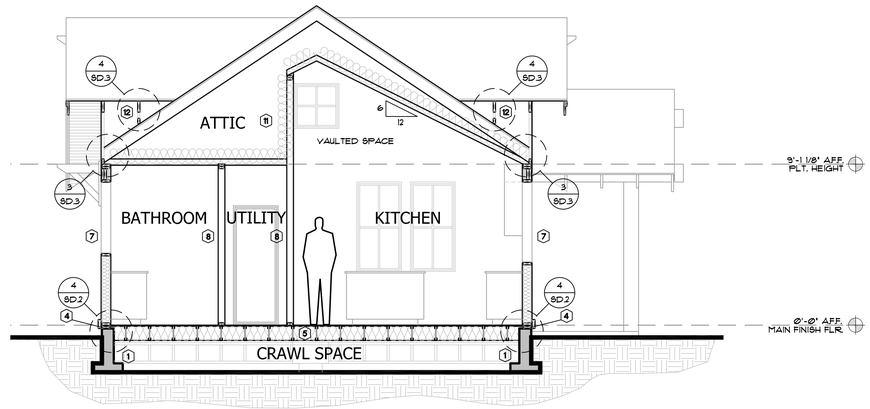
c. RESIDENTIAL WATER HEATERS LESS THAN 55 GALLON STORAGE VOLUME.

d. A TOTAL OF 5% OF AN HVAC SYSTEM'S DUCTWORK SHALL BE PERMITTED TO BE LOCATED OUTSIDE OF THE CONDITIONED SPACE. DUCTS LOCATED OUTSIDE THE CONDITIONED SPACE SHALL HAVE INSULATION INSTALLED AS REQUIRED IN THIS CODE.

e. THE MAX. VAULTED CEILING SURFACE AREA SHALL NOT BE GREATER THAN 50% OF THE TOTAL HEATED SPACE FLOOR AREA UNLESS VAULTED AREA HAS A U-FACTOR NO GREATER THAN U-0.026

f. CONTINUOUS AIR BARRIER. ADDITIONAL REQUIREMENT FOR SEALING OF ALL INTERIOR VERTICAL WALL COVERING TO TOP PLATE FRAMING. SEALING WITH FOAM GASKET, CAULK OR OTHER APPROVED SEALANT LISTED FOR SEALING WALL COVERING MATERIAL TO STRUCTURAL MATERIAL (EXAMPLE: GYPSUM BOARD TO WOOD STUD FRAMING).

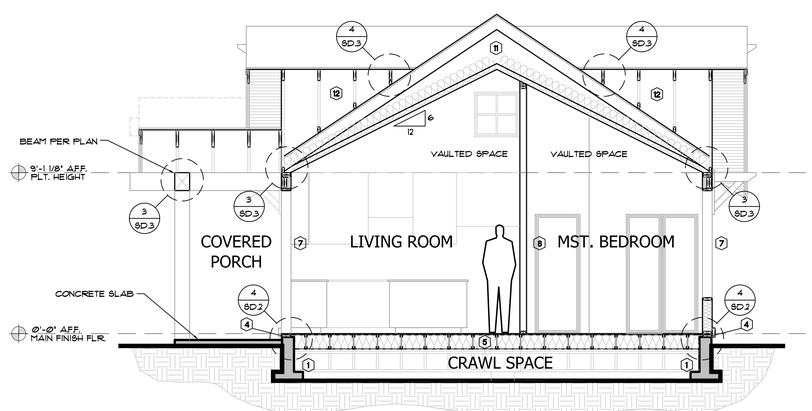
g. TABLE N1104.1(1) STANDARD BASE CASE DESIGN, CODE UA SHALL BE AT LEAST 8% LESS THAN THE PROPOSED UA. BUILDINGS WITH FENESTRATION LESS THAN 15% OF THE TOTAL VERTICAL WALL AREA MAY ADJUST THE CODE UA TO HAVE A 15% OF THE WALL AREA AS FENESTRATION.



BUILDING SECTION A

SCALE: 1/4" = 1'-0"

ADDITIONAL ENERGY MEASURES 2C



BUILDING SECTION B

SCALE: 1/4" = 1'-0"

SPACE RESERVED FOR LOCAL BUILDING DEPARTMENT APPROVAL STAMPS

SECTION NOTES

1. FOOTINGS/FOUNDATIONS
   SEE FOUNDATION PLAN and DETAILS
2. GARAGE FLOOR
   4" CONCRETE SLABS IN GARAGE ON MINIMUM 4" COMPACTED GRANULAR FILL. SLOPE MINIMUM 2" TO GARAGE DOOR (6). TOOL CONTROL JOINTS AT APPROXIMATELY 12' O.C.
3. PONY WALL
   2x4 P.T. BOTTOM PLATE
   2x4 STUDS AT 16" O/C
   2x4 DBL TOP PLATE
   7/16" OSB SHEATHING ONE SIDE, IF LESS THAN 14 IN. TALL
4. TREATED MUD SILL
   2x6 TREATED MUDSILL
   ½" DIA. A.B. @ 48" O.C.
   SIMPSON BP-3 BRKG. PLATE OR APPROVED EQUAL
   MIN. OF 2 PER PLATE & WITHIN 12" OF ANY CORNER
5. MAIN FLOOR
   DECKING PER PLAN
   FLOOR JOISTS PER PLAN
   R-38 FIBERGLASS BATTS
6. SECOND FLOOR/CEILING
   DECKING PER PLAN
   FLOOR JOISTS PER PLAN
   R-38 FIBERGLASS BATTS - OVER GARAGE AREA ONLY
   1/2" GYPSUM WALL BOARD, 5/8" TYPE "X" OVER GARAGE ONLY
7. EXTERIOR WALLS
   EXTERIOR SIDING and TRIM - SEE ELEVATIONS
   TYVEK or EQUAL HOUSE WRAP
   7/16" OSB SHEATHING
   (2) 2x6 TOP PLATES, 2x6 WOOD STUDS AT 16" O/C
   BLOWN IN R-23 FIBERGLASS INSULATION
   1/2" GYPSUM WALL BOARD
8. INTERIOR WALL (NON-BEARING)
   2x (SEE PLAN) WOOD STUDS AT 24" O/C
   1/2" GYPSUM WALL BOARD EACH FACE
9. GARAGE/LIVING SEPERATION WALL
   2x6 P.T. BOTTOM PLATE
   2x6 TOP PLATES, 2x6 WOOD STUDS AT 16" O/C
   R-23 BLOWN IN FIBERGLASS INSULATION
   5/8" TYPE "X" GYPSUM WALL BOARD EACH FACE
10. INTERIOR WALL (BEARING)
    2x (SEE PLAN) WOOD STUDS AT 16" O/C
    1/2" GYPSUM WALL BOARD EACH FACE
11. ROOF/CEILING
    ASPHALT COMPOSITION ROOFING
    30# ROOFING FELT
    32/16" RATED OSB DECKING
    PRE-MANUFACTURED ROOF TRUSSES AT 24" O.C. OR 2x RAFTERS
    R-49 FIBERGLASS BATT INSULATION (U-0.025) FLAT CEILINGS
    R-30 FIBERGLASS BATT INSULATION (U-0.033) VAULTED CEILINGS
    1/2" GYPSUM WALL BOARD

    NOTE: INCLUDE INSULATION BAFFLE @ ALL EAVE VENTS
    2x SOLID BLKG W/ SCREENED VENTS
    "SIMPSON" H10 SELSMIC OR EQUAL CLIPS @ EA TRUSS & INTO BLKG
12. OVERBUILD FRAMING
    ASPHALT COMPOSITION ROOFING
    15# ROOFING FELT
    5/32" OSB DECKING
    MANUFACTURED TRUSSES OR 2x RAFTERS AT 24" O/C

MUDDY RIVER DESIGN

328 NW BOND ST. - SUITE 101A
BEND, OREGON 97701
PH: 541-350-2319
E: apeterson@muddyriverdesign.com
W: www.muddyriverdesign.com

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PROJECT INFORMATION:

PROJECT #:	19-042
ISSUE DATE:	8-20-19
PROJECT PHASE:	PERMIT SET
APPROVED:	XX-XX-19
DRAWN BY:	ADAM PETERSON

CUSTOM RESIDENCES FOR

PETER HALL

110 W HEISING DRIVE – LOT 50 | SISTERS, OR 97759

ADAM R. PETERSON
PROFESSIONAL BUILDING DESIGNER

SHEET CONTENTS:

ADU-BUILDING CROSS SECTIONS

REVISED 6-26-19

SHEET #

A7

DESCHUTES COUNTY REVIEWED 247-19-004924 7 of 13

After recording return to:
First American Title
395 SW Bluff Drive, Suite 100
Bend, OR 97702

After recording return to:
Sisters Habitat for Humanity Inc
P.O. Box 238
Sisters, OR 97759

Until a change is requested all tax statements shall be sent to the following address:
Sisters Habitat for Humanity Inc
P.O. Box 238
Sisters, OR 97759

File No.: 7067-3203346 (LSB)
Date: March 08, 2019

THIS SPACE RESERVED FOR RECORDER'S USE

Deschutes County Official Records **2019-34827**
D-D
Stn=1 BN **09/18/2019 11:35 AM**
$10.00 $11.00 $10.00 $61.00 $6.00 **$98.00**

I, Nancy Blankenship, County Clerk for Deschutes County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.
Nancy Blankenship - County Clerk

STATUTORY WARRANTY DEED

3 Sisters Partners, LLC, an Oregon limited liability company, Grantor, conveys and warrants to **Sisters Habitat for Humanity Inc, an Oregon non-profit corporation** , Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

LEGAL DESCRIPTION: Real property in the County of Deschutes, State of Oregon, described as follows:

Lots 83 - 88, Clearpine, Phase 6, City of Sisters, Deschutes County, Oregon.

Subject to:

1. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

2. Taxes for the fiscal year 2019-2020 a lien due, but not yet payable.

The true consideration for this conveyance is **$348,000.00.** (Here comply with requirements of ORS 93.030)

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

Dated this 2 day of August, 2019.

3 Sisters Partners LLC, an Oregon limited liability company

By: _____
Name: Peter Hall
Title: Member

STATE OF Oregon)
)ss.
County of Deschutes)

This instrument was acknowledged before me on this 2 day of August, 2019 by Peter Hall as Member of 3 Sisters Partners LLC, on behalf of the limited liability company.

Linda S Bafford

Notary Public for Oregon
My commission expires: 9-8-19

OFFICIAL STAMP
LINDA S. BAFFORD
NOTARY PUBLIC - OREGON
COMMISSION NO. 942327
MY COMMISSION EXPIRES SEPTEMBER 8, 2019

I-763

CS19971

SHEET 2 OF 3

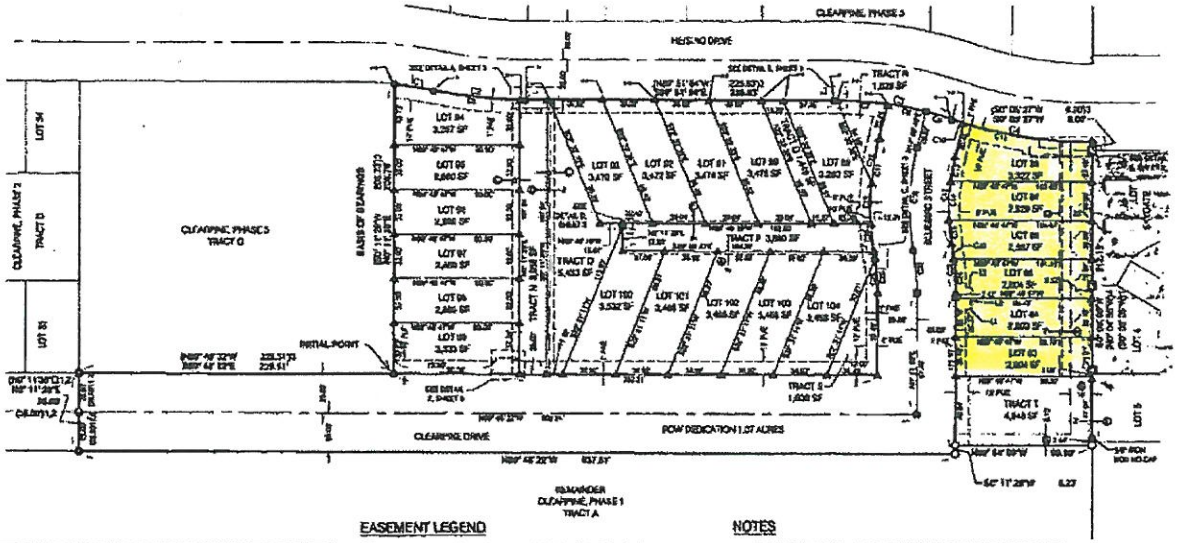
CLEARPINE, PHASE 6

A REPLAT OF A PORTION OF TRACT A OF CLEARPINE, PHASE 1 LOCATED IN THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, CITY OF SISTERS, DESCHUTES COUNTY, OREGON
CITY FILE SUB 18-01
DATE: JUNE, 2019

LEGEND

- FOUND 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY ENGR" PER CS 19677, UNLESS OTHERWISE NOTED, HELD.
- FOUND 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY 55695LS", PER CS 19311, HELD
- FOUND 5/8" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY 55695LS" PER CS 19061, HELD
- FOUND 1-5/32" COPPER DISC STAMPED "H.A. MCCOY ENGR" PER CS 19311, HELD
- SET 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "H.A. MCCOY ENGR"
- SET 3/4" IRON ROD WITH A YELLOW PLASTIC CAP MARKED "H.A. MCCOY ENGR" PER POST MONUMENT NOTE, SEE SHEET 1.
- SET 3/8" IRON ROD WITH AN ALUMINUM CAP MARKED "H.A. MCCOY ENGR" PER POST MONUMENT NOTE, SEE SHEET 1.
- MONUMENT OFFSET 1.2' SOUTH AND PERPENDICULAR TO THE SOUTH RIGHT-OF-WAY LINE OF HEISING DRIVE DUE TO EXISTING CONCRETE SIDEWALK.
- MONUMENT OFFSET 1.2' SOUTH ALONG PROPERTY LINE DUE TO EXISTING CONCRETE SIDEWALK.

CS COUNTY SURVEY NUMBER, OF DESCHUTES COUNTY SURVEY RECORDS.
PAE PUBLIC ACCESS EASEMENT, CREATED ON THIS PLAT.
PUE PUBLIC UTILITY EASEMENT
ROW RIGHT-OF-WAY
SF SQUARE FEET
YPC YELLOW PLASTIC CAP
(1) RECORD INFORMATION PER CS 19969, CLEARPINE, PHASE 1, FILED 10/30/19, BOUDUC.
(2) RECORD INFORMATION PER CS 19411, CLEARPINE, PHASE 2, FILED 3/30/17, MCCOY.
(3) RECORD INFORMATION PER CS 19677, CLEARPINE, PHASE 3, FILED 8/15/2018, MCCOY.
(4) RECORD INFORMATION PER CS 19061, SKYBATE FILED 5/17/2018, MCCOY.



DESCHUTES COUNTY SURVEYOR
FILED 7/30/2019 BY: Dunkelberg

RECORD CURVE DATA PER CS 19677						
CURVE	CURVE RECORD	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	C4	272.00'	22.46'	5°52'41"	22.45'	N61°16'25"W
C2	C2	325.00'	66.34'	11°25'19"	66.23'	N64°06'14"W
C3	C2	272.00'	64.68'	14°07'56"	64.52'	N67°47'34"W
C4	C1	325.00'	103.85'	18°18'20"	103.50'	N67°48'43"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	3.56'	N32°52'47"W
L2	14.58'	N4°00'39"W
L3	3.41'	S89°34'04"W

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C9	272.00'	22.46'	5°52'41"	22.45'	N61°16'25"W
C2	325.00'	66.34'	11°25'19"	66.23'	S64°06'14"E
C3	272.00'	64.68'	14°07'56"	64.52'	S67°47'34"E
C4	325.00'	103.85'	18°18'20"	103.50'	S67°48'43"E
C5	325.00'	62.31'	10°59'07"	62.22'	S59°43'08"E
C6	325.00'	4.03'	0°42'12"	4.03'	S59°30'47"E
C7	272.00'	36.60'	7°43'40"	36.56'	N65°35'51"W
C8	272.00'	25.00'	5°34'11"	24.94'	N70°49'46"W
C9	272.00'	19.88'	4°08'32"	19.88'	N72°46'16"W
C10	325.00'	6.37'	1°07'52"	6.37'	S72°37'49"E
C11	325.00'	96.58'	16°47'48"	96.24'	S81°32'54"E

CURVE DATA CONTINUED ON SHEET 3

EASEMENT LEGEND

1. PRIVATE STORM DRAINAGE AND ACCESS EASEMENT FOR THE BENEFIT OF LOTS 89-93, TRACT P, AND LOTS 100-104 CREATED ON THIS PLAT.
2. EXISTING PUE PER THE PLAT OF THREE SISTERS BUSINESS PARK, CS 19945. THE REMAINDER OF THIS PUE IS NOT SHOWN AS IT FALLS ON THE RIGHT OF WAY DEDICATION OF CLEARPINE DRIVE OR OUTSIDE OF THE PLAT BOUNDARY.
3. PUBLIC UTILITY EASEMENT CREATED ON THIS PLAT.
4. A 2' PRIVATE STORM DRAINAGE EASEMENT FOR THE BENEFIT OF LOTS 94-99 AND TRACT N BEING CREATED ON THIS PLAT.
5. A 2' PRIVATE STORM DRAINAGE EASEMENT FOR THE BENEFIT OF LOTS 83-88 AND TRACT Y CREATED ON THIS PLAT.
6. A 2' PRIVATE ACCESS EASEMENT FOR THE BENEFIT OF LOTS 89-93, 100-104 CREATED ON THIS PLAT.
7. A 22' PUBLIC ACCESS EASEMENT AND A PUBLIC UTILITY EASEMENT CREATED ON THIS PLAT.
8. A 2' PRIVATE STORM DRAINAGE EASEMENT FOR THE BENEFIT OF LOTS 83-88 AND TRACT Y CREATED ON THIS PLAT.

NOTES

1. THIS PLAT CREATES A PUBLIC ACCESS EASEMENT OVER THE ENTIRETY OF TRACT N.
2. THIS PLAT CREATES A PUBLIC UTILITY EASEMENT OVER THE ENTIRETY OF TRACT N.
3. THIS PLAT CREATES A PUBLIC ACCESS EASEMENT OVER THE ENTIRETY OF TRACT P.
4. THIS PLAT CREATES A PUBLIC ACCESS EASEMENT OVER THE ENTIRETY OF TRACT T.

REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
AUG 11, 2006
HAYES A. MCCOY
EXPIRES 12/31/20

H.A. McCOY
ENGINEERING & SURVEYING LLC
1310 SW LADD ROAD SUITE 201
REDMOND, OR 97756
(541) 923-2534

PREPARED FOR: 3 SISTERS PARTNERS, LLC
1110 NW REDFIELD CIRCLE
BEND, OR 97701

CS19971

Sisters Habitat for Humanity

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

April 16, 2020

To Whom It May Concern,

Sisters Habitat for Humanity has purchased property and is planning to build six homes (three townhomes) in the ClearPine neighborhood. They will be built on lots 83-88.

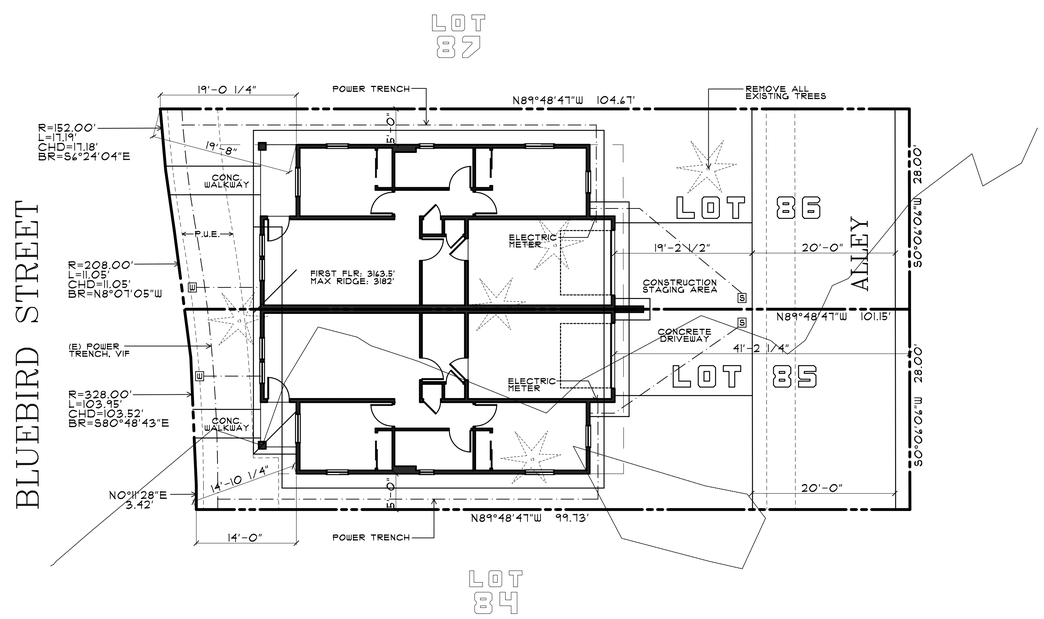
We have applied for permits for the first four townhomes. We anticipate that the permits will be issued in six to eight weeks. We hope to complete the homes by December 2020. We will apply for permits for the third townhome in fall 2020 and begin construction in early 2021. We hope to have it completed by August of the same year.

We do not yet have elevations, site plan and floor plans for the third townhouse to be built on lots 85-86.

Sincerely,

Sharlene Weed
Executive Director

PO Box 238, Sisters, OR 97759 • (541) 549-1193 • info@sistershabitat.org • www.sistershabitat.org



UNIT 86

FLOOR AREA RATIO	
1ST FLOOR:	795#
LOT SIZE:	2,887#
FAR RATIO:	27.5%

LOT COVERAGE	
FIRST FLOOR:	795#
GARAGE:	260#
TOTAL:	1,055#
LOT SIZE:	2,887#
% LOT COVERAGE:	36.5%

UNIT 85

FLOOR AREA RATIO	
1ST FLOOR:	795#
LOT SIZE:	2,804#
FAR RATIO:	28.3%

LOT COVERAGE	
FIRST FLOOR:	795#
GARAGE:	260#
TOTAL:	1,055#
LOT SIZE:	2,804#
% LOT COVERAGE:	37.6%

BUILDING STYLE:
CRAFTSMAN

SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- TRENCH
- W WATER SERVICE, V.I.F.
- S SEWER SERVICE, V.I.F.

SITE PLAN

SCALE: 1" = 10'

NORTH

JASON TODD
HOME DESIGN
593 NW York Drive, Suite 200
Bend, OR 97703
541-317-0089
www.jasontoddesigns.com

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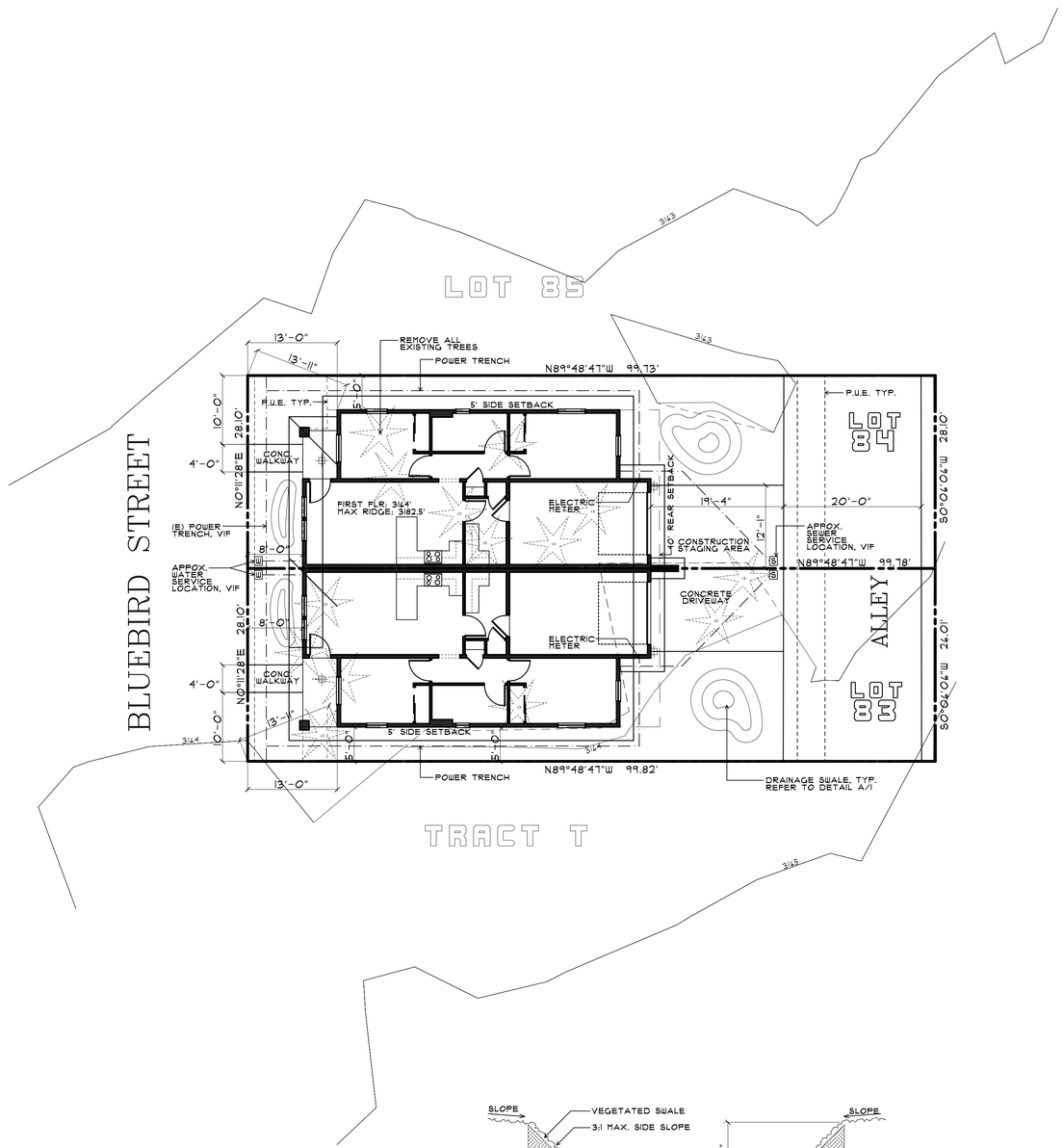
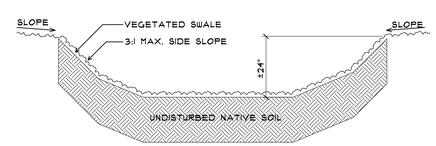
A NEW DUPLEX DEVELOPMENT FOR:
SISTERS HABITAT FOR HUMANITY
LOTS 83 & 84, PHASE 6
1084 & 1092 N BLUEBIRD STREET
SISTERS, OREGON

ISSUE DATE
PRELIM 4/27/20

REVISIONS





DRAINAGE SWALE

A/1

UNIT 84

FLOOR AREA RATIO	
1ST FLOOR:	807#
LOT SIZE:	2,803#
FAR RATIO:	29%

LOT COVERAGE	
FIRST FLOOR:	807#
GARAGE:	260#
TOTAL:	1,067#
LOT SIZE:	2,803#
% LOT COVERAGE:	38%

UNIT 83

FLOOR AREA RATIO	
1ST FLOOR:	807#
LOT SIZE:	2,804#
FAR RATIO:	29%

LOT COVERAGE	
FIRST FLOOR:	807#
GARAGE:	260#
TOTAL:	1,067#
LOT SIZE:	2,804#
% LOT COVERAGE:	38%

BUILDING STYLE: CRAFTSMAN

SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- TRENCH
- EXTERIOR LIGHT (CAN OR RECESSED)

SITE PLAN

SCALE: 1" = 10'

NORTH

JASON TODD
HOME DESIGN
593 NW York Drive, Suite 200
Bend, OR 97703
541-317-1289
www.jasontoddesigns.com

J T

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A NEW DUPLEX DEVELOPMENT FOR:
SISTERS HABITAT FOR HUMANITY
LOTS 83 & 84, PHASE 6
1084 & 1092 N BLUEBIRD STREET
SISTERS, OREGON

ISSUE DATE
PRELIM 1/16/20
CONST. SET 1/22/20

REVISIONS

WALL BRACING PER THE 2017 ORSC, SECTION R602.10

"WSP" WOOD STRUCTURAL PANEL:
7/16" MIN. APA RATED SHEATHING WITH STUDS AT 24" O.C.
8d COMMON NAILS AT 4" O.C. EDGES, 12" O.C. FIELD (TABLE R602.3(3))
BLOCK HORIZONTAL PANEL EDGES, VERTICAL EDGES TO FALL ON A STUD;
4'-0" MIN. PANEL LENGTH, FULL HEIGHT OF WALL, NO HOLDOWNS REQUIRED.

"CS-WSP" CONTINUOUS SHEATHED WALL WITH WOOD STRUCTURAL PANEL:
7/16" APA RATED WALL SHEATHING WITH 8d COMMON NAILS @4" O.C. EDGES AND 12" O.C. FIELD, TYP. CONTINUE WALL SHEATHING AND NAILING ABOVE AND BELOW OPENINGS ALONG THE WALL LINE. SEE ORSC R602.10.4 AND R602.10.7 FOR ADDITIONAL INFO. 32" WALL PANEL WIDTH REQUIRED NEXT TO WINDOWS AND MAIN DOORS, 35" WALL PANEL WIDTH REQUIRED NEXT TO A GARAGE DOOR. ADD HOLDOWN AT END OF WALL WHERE NEEDED PER FIGURE R602.10.7

"CS-PF" CONTINUOUS SHEATHED WALL WITH PORTAL FRAME:
16" WIDE PANELS AT 8'-0" PLATE, 7/16" APA RATED WALL SHEATHING WITH 8d COMMON NAILS @3" O.C. TO STUDS, BLOCKING AND SILLS; CONTINUE WALL SHEATHING AND NAILING ABOVE OPENING, 4X12 MINIMUM HEADER; STRAP HEADER TO WALL FRAMING, (2) 1/2"Ø ANCHOR BOLTS. SEE FIGURE R602.10.6.4

"GB" GYPSUM BOARD:
5/8" MIN. THICKNESS WITH ONE OF THE FOLLOWING FASTENERS AT 7" O.C. EDGES AND 7" O.C. FIELD:
- 13 GAGE 1 5/8" LONG 19/64" HEAD
- 0.098" DIAMETER, 1 1/8" LONG, ANNULAR-RINGED
- 6d COOLER NAIL 0.092" DIAMETER, 1 7/8" LONG, 1/4" HEAD
- GYPSUM BOARD NAIL 0.0915" DIAMETER, 1 7/8" LONG 19/64" HEAD

STUDS @24" O.C., MIN. LENGTH= 8'-0" ONE SIDE, OR 4'-0" BOTH SIDES

WINDOW SCHEDULE

NO.	SIZE:	DESCRIPTION:	LOCATION:	HEAD	QTY.
W/1	30 46	SINGLE HUNG W/ GRIDS	LIVING ROOM	7'-0"	4
W/2	40 20	FIXED W/ GRIDS	BEDROOM #1	7'-0"	2
W/3	30 40	CASEMENT W/ GRIDS	BEDROOM #1	7'-0"	2
W/4	20 26	CASEMENT	BATHROOM	7'-0"	2
W/5	40 20	FIXED	BEDROOM #2	7'-0"	2
W/6	30 40	CASEMENT	BEDROOM #2	7'-0"	2
TOTAL:					28

DOOR SCHEDULE

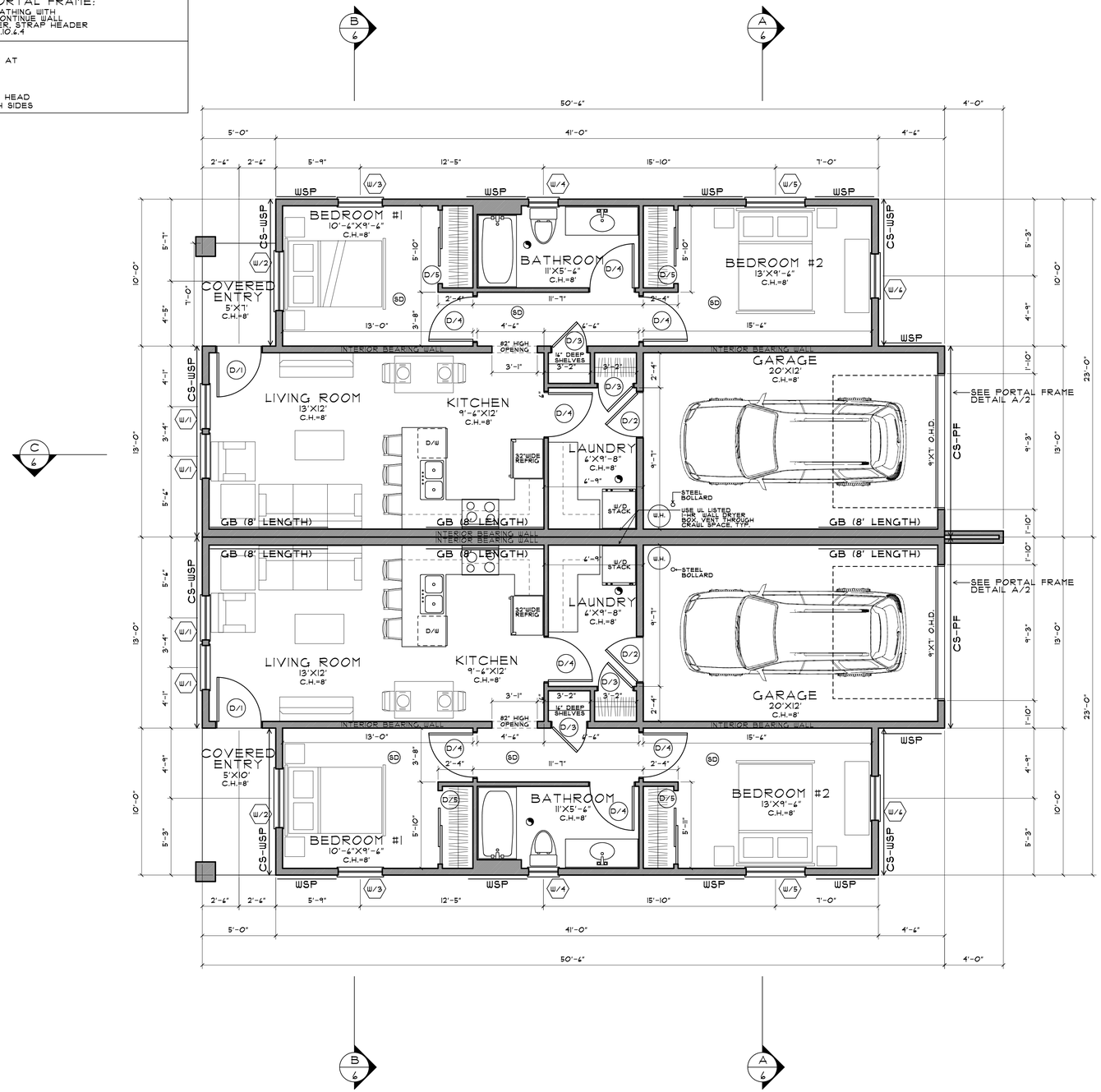
NO.	SIZE:	DESCRIPTION:	LOCATION:	QTY.
D/1	30 68	SOLID CORE, EXTERIOR SINGLE	ENTRY	2
D/2	30 68	S.C. 20-MIN RATED SINGLE	GARAGE	2
D/3	24 68	S.C. INT. SINGLE	CLOSETS	4
D/4	30 68	S.C. INT. SINGLE	LAUNDRY, BEDROOMS, BATHROOM	8
D/5	30 68	S.C. INT. BYPASS	BEDROOMS	4
TOTAL:				20

NOTES:

1. ENERGY PATH: EARTH ADVANTAGE "SILVER" REQUIRED USE TABLE N1101.1(2) ADDITIONAL MEASURES OF 2017 ORSC
2. PROVIDE ATTIC AND CRAWL SPACE ACCESS
3. NO LESS THAN 10% BEDROOM LIGHT FROM NATURAL SOURCES
4. PROVIDE MIN. 36" X 36" LANDING AT EGRESS
5. ALL WINDOWS AND PATIO DOORS TO HAVE INSULATED GLAZING
6. BEDROOM WINDOWS SHALL HAVE WINDOW EGRESS OF 5.7¢ MIN. OPENING AND NO MORE THAN 44" A.F.F.
7. INSULATION AS FOLLOWS:
   WALLS: R-23 — FLAT CEILING: R-49
   UNDERFLOOR: R-38 — VAULTED CEILING: R-49
8. ALL EXTERIOR DOORS AND WINDOWS TO HAVE HEADERS AS FOLLOWS: 4X8, U.N.O.
   NOTE: DOORS LOCATED AT INTERIOR BEARING WALLS TO RECEIVE TYP. EXTERIOR HEADER.
9. PROVIDE FIRE BLOCKING AS PER LOCAL BUILDING CODE.
10. ALL ELECTRICAL WIRING AS PER LOCAL CODE.
11. ALL PLUMBING AS PER LOCAL CODE.
12. ALL WINDOWS WITHIN 18" OF FINISHED FLOOR AND 24" OF DOORS ARE TO BE TEMPERED GLAZING
13. REPORT ANY DISCREPANCIES IN PLANS TO DESIGNER AND/OR BUILDER

◐ EXHAUST FAN TO OUTSIDE PER 2017 ORSC TABLE M1507.3

(SD) SMOKE ALARM PER 2017 ORSC R314



LOT 84

SCALE: 1/4" = 1'-0" — NORTH
1ST FLOOR: 807¢
GARAGE: 260¢

LOT 83

SCALE: 1/4" = 1'-0" — NORTH
1ST FLOOR: 807¢
GARAGE: 260¢

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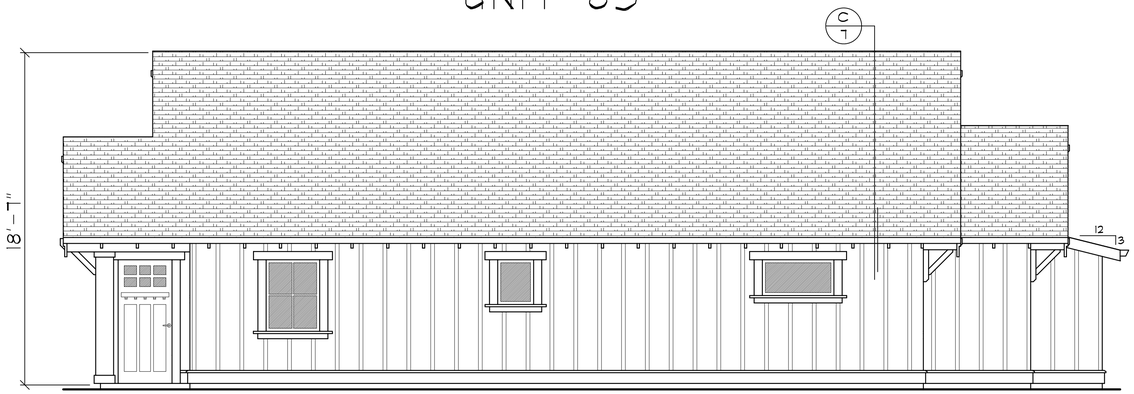
A NEW DUPLEX DEVELOPMENT FOR:
SISTERS HABITAT FOR HUMANITY
LOTS 83 & 84, PHASE 6
1084 & 1092 N BLUEBIRD STREET
SISTERS, OREGON

ISSUE DATE
PRELIM 1/16/20
CONST. SET 1/22/20

REVISIONS

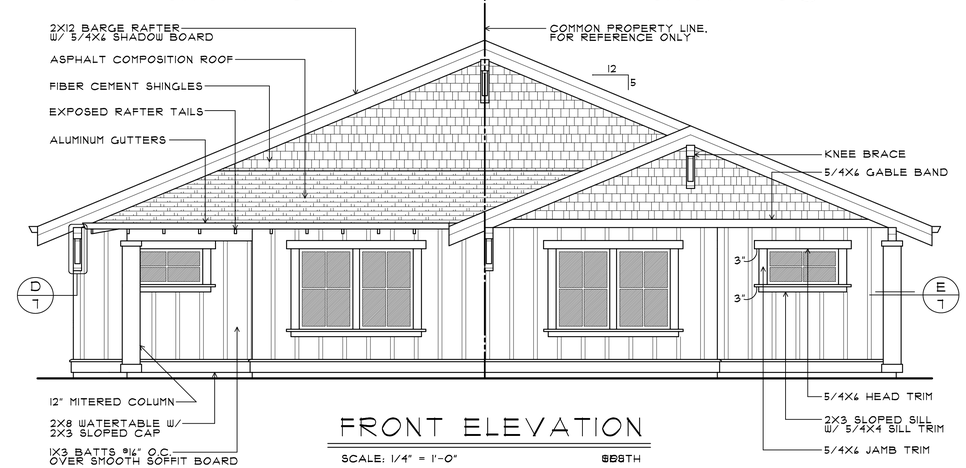
UNIT 83



RIGHT ELEVATION

SCALE: 1/4" = 1'-0" SOUTH

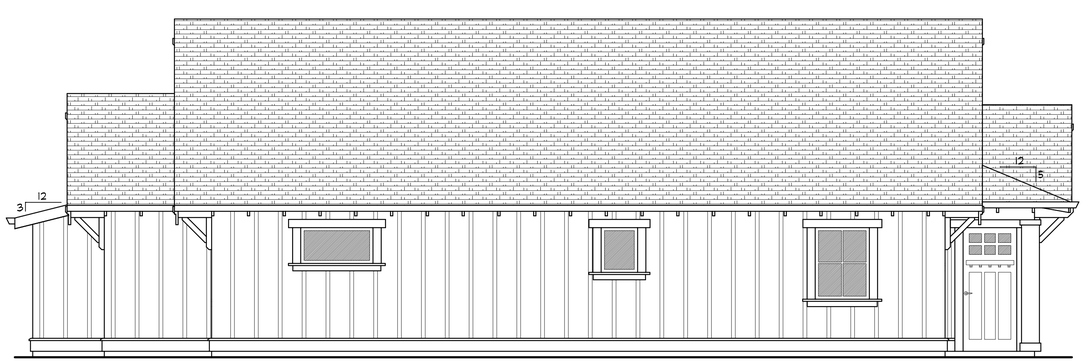
UNIT 84 | UNIT 83



FRONT ELEVATION

SCALE: 1/4" = 1'-0" SOUTH

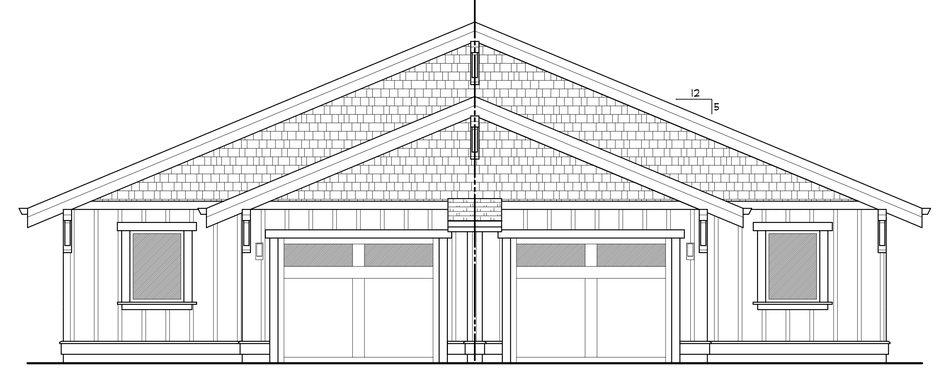
UNIT 84



LEFT ELEVATION

SCALE: 1/4" = 1'-0" NORTH

UNIT 83 | UNIT 84



REAR ELEVATION

SCALE: 1/4" = 1'-0" EAST

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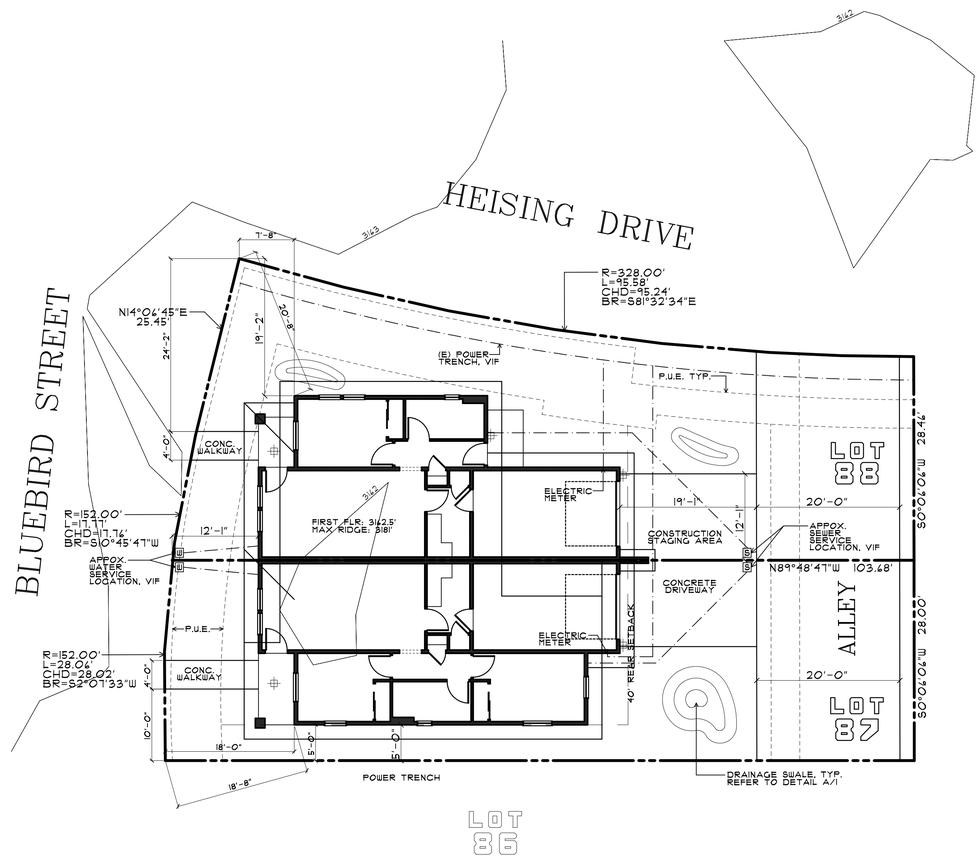

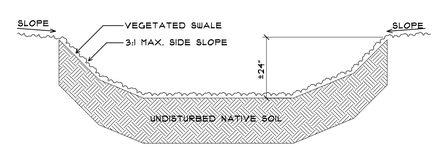

DRAINAGE SWALE

A/1

UNIT 88

FLOOR AREA RATIO	
1ST FLOOR:	661ft
LOT SIZE:	3,322ft
FAR RATIO:	20%

LOT COVERAGE	
FIRST FLOOR:	661ft
GARAGE:	266ft
TOTAL:	927ft
LOT SIZE:	3,322ft
% LOT COVERAGE:	28%

UNIT 87

FLOOR AREA RATIO	
1ST FLOOR:	807ft
LOT SIZE:	2,929ft
FAR RATIO:	28%

LOT COVERAGE	
FIRST FLOOR:	807ft
GARAGE:	260ft
TOTAL:	1,067ft
LOT SIZE:	2,929ft
% LOT COVERAGE:	36%

BUILDING STYLE:
CRAFTSMAN

SITE LEGEND

- PROPERTY LINE
- SETBACK LINE
- EASEMENT LINE
- TRENCH
- EXTERIOR LIGHT (CAN OR RECESSED)

SITE PLAN

SCALE: 1" = 10'

NORTH

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A NEW DUPLEX DEVELOPMENT FOR:
SISTERS HABITAT FOR HUMANITY
LOTS 87 & 88, PHASE 6
1116 & 1124 N BLUEBIRD STREET
SISTERS, OREGON

ISSUE DATE
PRELIM 1/20/20
CONST. SET 1/22/20

REVISIONS

WALL BRACING PER THE 2017 ORSC, SECTION R602.10

"WSP" WOOD STRUCTURAL PANEL:
7/16" MIN. APA RATED SHEATHING WITH STUDS AT 24" O.C.
8d COMMON NAILS AT 6" O.C. EDGES & 12" O.C. FIELD (TABLE R602.3(3))
BLOCK HORIZONTAL PANEL EDGES, VERTICAL EDGES TO FALL ON A STUD;
4'-0" MIN. PANEL LENGTH, FULL HEIGHT OF WALL, NO HOLDOWNS REQUIRED.

"CS-WSP" CONTINUOUS SHEATHED WALL WITH WOOD STRUCTURAL PANEL:
7/16" APA RATED WALL SHEATHING WITH 8d COMMON NAILS @6" O.C. EDGES
AND 12" O.C. FIELD, TYP. CONTINUE WALL SHEATHING AND NAILING ABOVE AND
BELOW OPENINGS ALONG THE WALL LINE. SEE ORSC R602.10.4 AND R602.10.7
FOR ADDITIONAL INFO. 32" WALL PANEL WIDTH REQUIRED NEXT TO WINDOWS
AND MAIN DOORS. 35" WALL PANEL WIDTH REQUIRED NEXT TO A GARAGE
DOOR. ADD HOLDOWN AT END OF WALL WHERE NEEDED PER FIGURE R602.10.7

"CS-PF" CONTINUOUS SHEATHED WALL WITH PORTAL FRAME:
16" WIDE PANELS AT 8'-0" PLATE, 7/16" APA RATED WALL SHEATHING WITH
8d COMMON NAILS @3" O.C. TO STUDS, BLOCKING AND SILLS; CONTINUE WALL
SHEATHING AND NAILING ABOVE OPENING. 4X12 MINIMUM HEADER, STRAP HEADER
TO WALL FRAMING, (2) 1/2"Ø ANCHOR BOLTS. SEE FIGURE R602.10.6.4

"GB" GYPSUM BOARD:
5/8" MIN. THICKNESS WITH ONE OF THE FOLLOWING FASTENERS AT
7" O.C. EDGES AND 7" O.C. FIELD:
- 13 GAGE 1 5/8" LONG 19/64" HEAD
- 0.098" DIAMETER, 1 7/8" LONG, ANNULAR-RINGED
- 6d COOLER NAIL 0.092" DIAMETER, 1 7/8" LONG, 1/4" HEAD
- GYPSUM BOARD NAIL, 0.0915" DIAMETER, 1 7/8" LONG 19/64" HEAD

STUDS @24" O.C., MIN. LENGTH= 8'-0" ONE SIDE, OR 4'-0" BOTH SIDES

WINDOW SCHEDULE

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W/1	30 46	SINGLE HUNG W/ GRIDS	LIVING ROOM	7'-0"	4
W/2	40 20	FIXED W/ GRIDS	BEDROOM #1	7'-0"	2
W/3	30 40	CASEMENT W/ GRIDS	BEDROOM #1	7'-0"	3
W/4	20 26	CASEMENT	BATHROOM	7'-0"	2
W/5	40 20	FIXED	BEDROOM #2	7'-0"	1
W/6	30 40	CASEMENT	BEDROOM #2	7'-0"	1
TOTAL:					27

DOOR SCHEDULE

NO.	SIZE:	DESCRIPTION:	LOCATION:	QTY.
D/1	30 68	SOLID CORE, EXTERIOR SINGLE	ENTRY, HALLWAY	3
D/2	30 68	S.C. 20-MIN RATED SINGLE	GARAGE	2
D/3	24 68	S.C. INT. SINGLE	CLOSETS	4
D/4	30 68	S.C. INT. SINGLE	LAUNDRY, BEDROOMS, BATHROOM	7
D/5	30 68	S.C. INT. BYPASS	BEDROOMS	3
TOTAL:				19

NOTES:

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3. NO LESS THAN 10% BEDROOM LIGHT FROM NATURAL SOURCES
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6. BEDROOM WINDOWS SHALL HAVE WINDOW EGRESS OF 5.7ft MIN. OPENING AND NO MORE THAN 44" A.F.F.
7. INSULATION AS FOLLOWS:
   WALLS: R-23 FLAT CEILING: R-49
   UNDERFLOOR: R-38 VAULTED CEILING: R-49
8. ALL EXTERIOR DOORS AND WINDOWS TO HAVE HEADERS AS FOLLOWS: 4X8, U.N.O.
   NOTE: DOORS LOCATED AT INTERIOR BEARING WALLS TO RECEIVE TYP. EXTERIOR HEADER.
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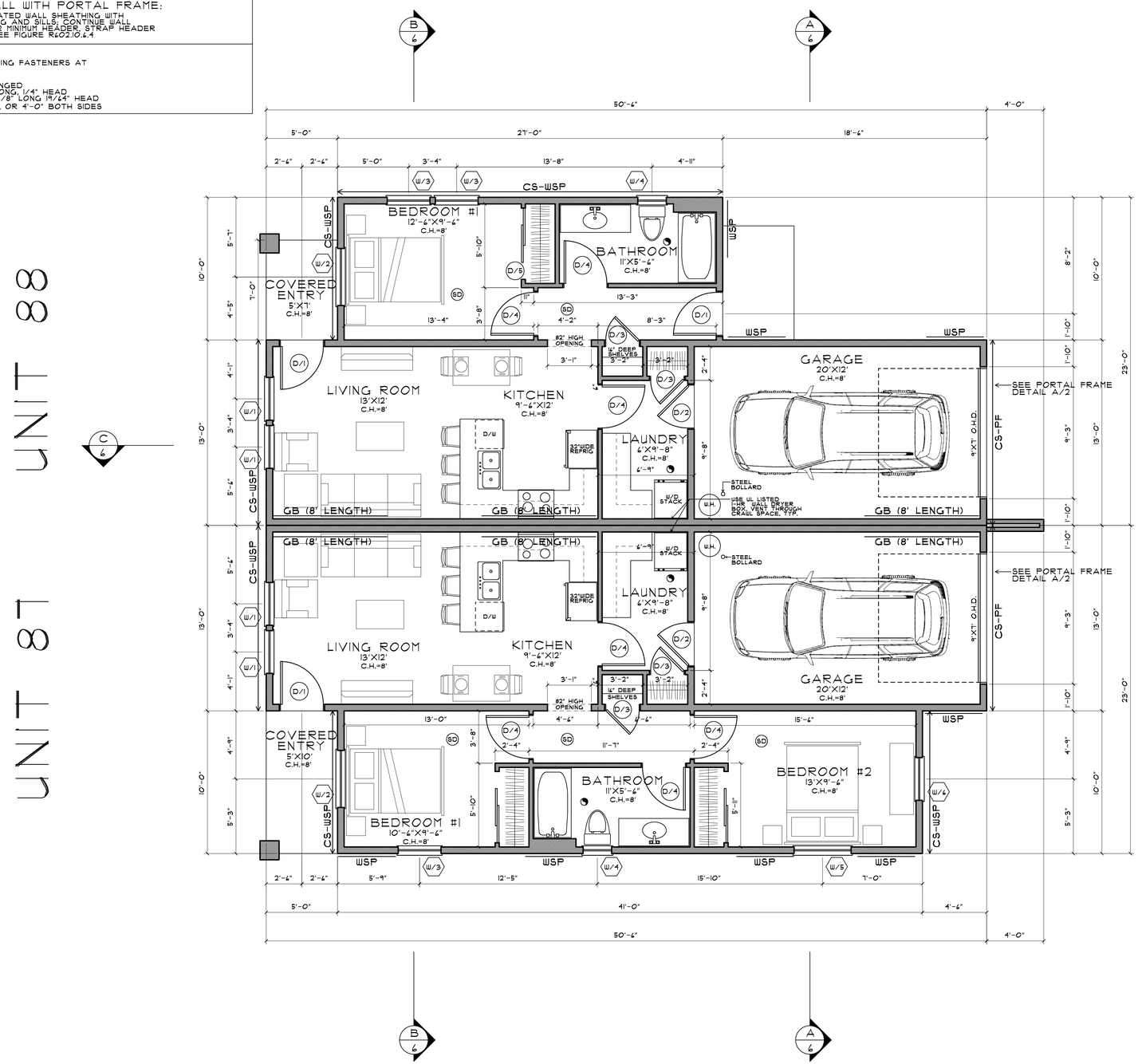
EXHAUST FAN TO OUTSIDE PER 2017 ORSC TABLE M1507.3

SD SMOKE ALARM PER 2017 ORSC R314



LOT 88

SCALE: 1/4" = 1'-0"
1ST FLOOR: 661ft
GARAGE: 266ft

NORTH

LOT 87

SCALE: 1/4" = 1'-0"
1ST FLOOR: 807ft
GARAGE: 260ft

NORTH

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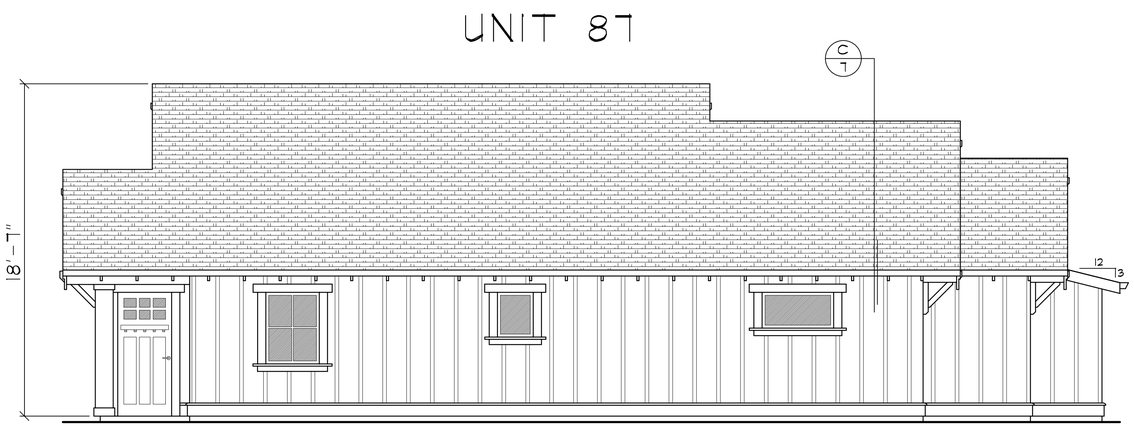
1116 & 1124 N BLUEBIRD STREET
SISTERS, OREGON

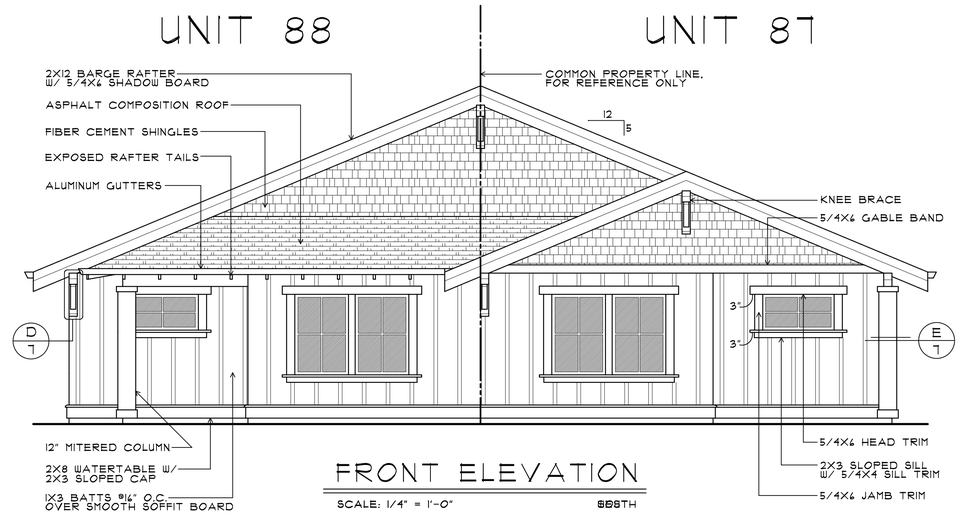
ISSUE DATE
PRELIM 1/20/20
CONST. SET 1/22/20

REVISIONS



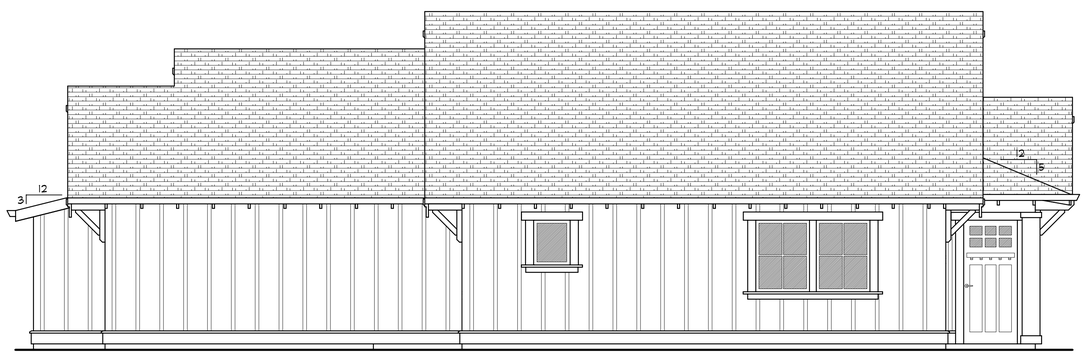
RIGHT ELEVATION

SCALE: 1/4" = 1'-0" SOUTH



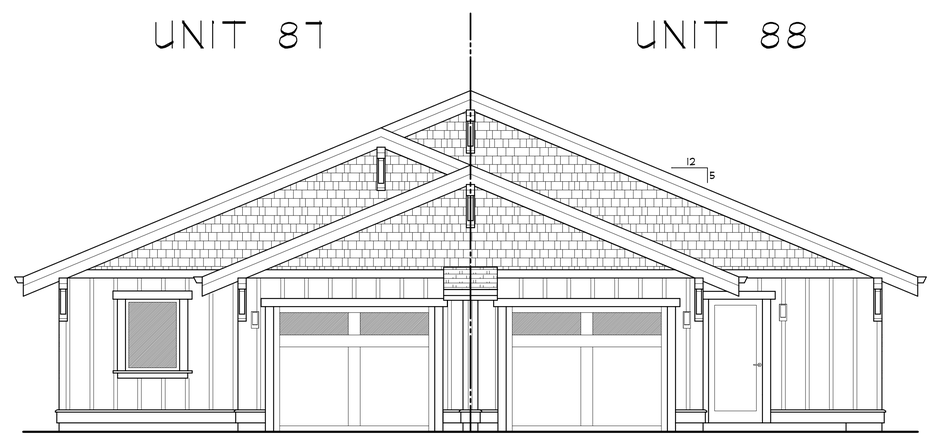
FRONT ELEVATION

SCALE: 1/4" = 1'-0" SOUTH



LEFT ELEVATION

SCALE: 1/4" = 1'-0" NORTH



REAR ELEVATION

SCALE: 1/4" = 1'-0" EAST

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A NEW DUPLEX DEVELOPMENT FOR:

SISTERS HABITAT FOR HUMANITY

LOTS 87 & 88, PHASE 4
1116 & 1124 N BLUEBIRD STREET
SISTERS, OREGON

ISSUE DATE
PRELIM 1/20/20
CONST. SET 1/22/20

REVISIONS

May 15, 2020

City of Sisters City Council Members
Chuck Ryan, Nancy Connolly, Andrea Blum, Richard Esterman, Michael Preedin
Sisters City Hall
520 E. Cascade
Sisters, OR 97759

Subject: MOD #20-01 Letter from Applicant Peter Hall

Council Members:

We are writing to request your support for our pending request (City File MOD #20-01) to modify certain conditions of approval that relate to affordable housing within the ClearPine residential development. Specifically, we are asking to modify conditions 2 and 3 contained in MP 15-01 and SUB 15-01 to correspond to the affordable housing products that ClearPine has created within its newly developed residential community. This letter is intended to update you on the dynamics of our project, as well as inform you as to the delivery status and income restrictions of eight affordable housing units under construction in ClearPine.

Background and Request

In 2007, 3 Sisters Partners (3 Sisters) agreed to provide eight affordable housing units in connection a zone change that facilitated the conversion of a former (and abandoned) industrial site to residential uses. At the time of the zone change, neither the City Code nor state law contained any requirement that a land use applicant provide the City with affordable housing units. In an effort to assist the City in addressing its acute need for additional residential housing, 3 Sisters voluntarily agreed to provide eight affordable units that would be available to people with lower incomes and that met the 80% AMI HUD index limitation. This agreement was memorialized in the 2007 development agreement between the City and 3 Sisters. At the time of the development agreement, 3 Sisters anticipated the eight affordable units would be comprised of a 6-unit rental complex and a 2-unit duplex with a minimum of 7,000 square feet of total living area. In 2014, 3 Sisters accepted a timeline for such units, with site plans to be provided by 2018 and a completion date in May 2020. For the reasons set forth in more detail below, 3 Sisters has been unable to provide the affordable units in the precise configuration it anticipated in 2007. To fulfill its obligation to provide affordable units, 3 Sisters conveyed land within the ClearPine development to Sisters Habitat for the construction of six affordable townhome units. In addition, 3 Sisters has constructed a single-family residence and associated accessory dwelling unit that will be deed restricted to insure they remain available to lower income individuals and households. In connection with City File MOD #20-01, 3 Sisters asks the Council to recognize that the eight affordable units being constructed within the ClearPine development fulfill the affordable housing obligations specified in the 2007 development agreement.

Challenges Faced by 3 Sisters

3 Sisters Partners is a small local development company that has been working to provide residential housing opportunities within the City of Sisters since 2007. In contrast to the larger regional developers, 3 Sisters does not have a non-profit foundation or dedicated staff member with the funds and expertise necessary to develop an affordable housing project. The limited size and scope of the ClearPine project has made it very difficult to attract an experienced affordable housing partner. 3 Sisters has explored all available opportunities to secure a partner with expertise in the "tax credit" financing programs that facilitate the development of larger affordable housing projects in the region. Beginning at the initial stages of this project, 3 Sisters made attempts to engage two of the major affordable housing providers in the region- Housing Works and Pacific Crest Development. Unfortunately, both organizations were unable to provide assistance because the small size of the project was deemed economically infeasible. It was relayed to me that the "soft costs" (permitting and tax exemption requirements) cannot be justified because of the limited number of units provided at ClearPine. Tom Kemper from Housing Works specifically stated they would not build "another Skygate" because they lost money due to inherent inefficiencies associated with constructing a small project. Tax credit developers seek larger projects with 30 or more units where the underlying transactional and tax credit requirements can be justified. In addition to its attempt to secure a qualified development partner, 3 Sisters approached the City with a proposal to contribute money to the City's affordable housing fund in lieu of building additional units. This alternative was not acceptable to the City staff and administration. As a result of these factors, 3 Sisters was unable to move forward with its original plan (as conceived in the 2007 development agreement) to convey eight lots within ClearPine to an experienced affordable housing provider in fulfillment of its obligation to provide affordable housing units. Based on these factors, 3 Sisters has moved forward to implement the plan identified below.

Implemented Affordable Housing Plan

3 Sisters has expended substantial funds, time and effort implementing the affordable housing plan identified below. The plan being implemented in ClearPine involves two separate models and is currently underway. Neither model requires subsidies from the City of Sisters or it's taxpayer base. When complete, the planned affordable units represent a big win for low income residents in Sisters with the added bonus of allowing inhabitants to reside in the newly developed ClearPine residential community. Delivery of these units is a provides a substantial benefit for the Sisters community.

<u>Home Ownership Model- 6 units</u>
Six townhome units under construction by Sisters Habitat comply with the following:

1. HUD Fair Housing Act
2. FTC Equal Credit Opportunity Act
3. Priced to reflect owners at or below 60% AMI for Deschutes County for a period of 50 years.
4. Need assessment by Habitat Family Selection Committee

Timeline: Four townhome units completed in 2020; two units in 2021. The construction schedule for Habitat has been established, but will occur at a pace supported by fundraising efforts and volunteer labor.

Financing: LIFT grant from the State of Oregon for property acquisition; Sisters Habitat fundraising for construction materials; 3 Sisters Partners subsidies of approximately $210,000 ($35,000 per unit), including discounted land sale, provision of construction plans, fee waivers, and future site improvements.

Sisters Habitat has an established reputation within the community. These homes will meet stringent ClearPine Design standards, and will be maintained as required under ClearPine's CCR's. This is an unusual project for Sisters Habitat. When complete, the Habitat units will not have any discernible exterior variation from the approximately 100 other homes in ClearPine. These units will not devalue the neighborhood, and the residents will not feel they live in sub-standard housing when compared to their ClearPine neighbors.

<u>Rental Home Model- 2 units</u>
A beautiful modern two-bedroom house and one-bedroom detached ADU are being completed now, with tenants scheduled to move in by June 15, 2020. Rental units will comply with the following:

1. HUD Fair Housing Act
2. Rents based on HUD index income limits at or below 80% AMI for Deschutes County for a period of 20 years.
3. 3rd party Fair Housing tenant acquisition by Ponderosa Consulting (Anita French)
4. Annual lease auditing program by Ponderosa Consulting meeting Housing Works standards

Timeline: Completion by June 15, 2020; certified Earth Advantage Platinum for low renter utility expense.

Financing: 100% financed by 3 Sisters Partners. Approximately $450,000 in land and structures.

Financial Contribution by 3 Sisters

With the two housing products combined, the financial burden for a small developer is significant, particularly when you consider that ClearPine as a development project will not attain a financial break-even point until Q1 2022 at the earliest, five full years into the project.

Overall, I estimate the total cost of land, labor and materials for the eight affordable units being constructed in ClearPine at more than $1,000,000, generating $80,000 in City SDC's, with a finished market value in the property tax base of about $1,600,000. A substantial investment in the community of Sisters is being made here.

It is important to note that ClearPine has established an excellent reputation within the community, and when complete, ClearPine will generate more than $1,200,000 in City SDC's on a minimum of $30,000,000 in construction activity within the Sisters economy. As of May 2020, the community is about 40% constructed, so the majority of economic benefit to Sisters still lies ahead.

Impact of a Shut Down

As noted above, 3 Sisters is currently implementing the only available opportunity to provide the eight affordable housing units originally contemplated in the 2007 development agreement. It is impossible for 3 Sisters to develop the affordable units in the precise manner the parties anticipated when the original conditions of approval were drafted. At the time they entered the 2007 agreement, neither the City nor 3 Sisters understood the market forces that impact and constrain the ability to develop smaller affordable housing products. As a result, a modification of conditions is required to achieve the parties' original goal of providing additional affordable housing within the City limits. In the event the 3 Sisters modification request is denied, it will result in a complete shut-down of further permitting within the ClearPine development. A shut-down will have a devastating financial impact on 3 Sisters, its owners, employees, contractors, subcontractors and their families. In addition, a shut-down would result in a substantial reduction in permitting, tax and school revenues for the City. Finally, a shut-down would work to reduce the available housing stock within the City and deprive the City of the affordable units that 3 Sisters has worked so hard to provide. Denial of our requested modification would work to the detriment of the City and its residents at a critical time when the Counsel should be encouraging further development.

In closing, 3 Sisters has achieved the goals and objectives of providing eight affordable housing units as specified in the 2007 development agreement and implementing conditions of approval. As a result, we ask that you support our proposed modification application. I want to stress to City Councilors the difficulty of developing this affordable housing solution over the last several years. I would strongly recommend that a different model be used for future development in Sisters, including City support of larger projects with more broad-based community investment in partnership with a developer. I ask you to support the approval of MOD #20-01 in order to finalize all requirements of 3 Sisters Partners on this matter, as originally established in the original 2007 Zone Change approval.

Sincerely,

Peter Hall
Manager, 3 Sisters Partners, LLC

EXHIBIT I: 2007 CONDITIONS OF APPROVAL AGREEMENT

Conditions of Approval Agreement

This Development Agreement, hereinafter referred to as "Agreement", is made and entered into by and between the City of Sisters, hereafter referred to as "City", and 3 Sisters Partners, LLC, hereafter referred to as "3 Sisters".

Recitals

1. This Agreement is a conditions of approval agreement with 3 Sisters Partners, LLC, the owners of the approximately 29-acres of real property that is legally described in Exhibit A attached hereto (hereafter the "Property"). The Property includes lots 1 through 19 (inclusive) and Tract A as depicted on the recorded plat for Three Sisters Business Park, Phase 1, Deschutes County, Oregon.

2. 3 Sisters received Comprehensive Plan Text Amendment, Development Code Text Amendment, Comprehensive Plan Map Amendment and Zoning Map Amendment land use approvals from the City on June 14, 2007. The approvals are for the development proposed in City land use permit files C-06-04, CP06-03, Z06-02.

3. The Findings and Recommendation of the Sisters Planning Commission signed February 27, 2007 recommended two conditions of approval.

4. At the request of the City Council, 3 Sisters has agreed to provide 8 units within the approved Tract A of the Three Sisters Business Park for development with affordable housing units. As no subdivision was proposed as part of the 3 Sisters applications, it is appropriate to assure the provision of such lots when the property is subdivided through this agreement.

5. The intent of this Agreement is to require 3 Sisters to comply with the two conditions of approval specified in the Planning Commission's Findings and Recommendation and to voluntarily amend the proposal to provide affordable housing as part of any future development proposal for Tract A of the Three Sisters Business Park.

6. This Agreement was authorized by the City Council as part of the land use decision approving the Comprehensive Plan Amendments, Development Code Amendments, Comprehensive Plan Map and Zoning Map Amendments proposed by 3 Sisters in connection with the above referenced land use applications. A public hearing was held before the City Council on May 24, 2007 after notice to the public was provided.

7. The execution of this Agreement is in the best interest of the public health, safety and welfare and is consistent with the Sisters Urban Area Comprehensive Plan and implementing ordinances.

Agreement

In consideration for the mutual promises and performance obligations of each party set out in this Agreement, the parties agree as follows:

1. This Agreement shall be effective upon signing by the parties and shall last until such time as all conditions of approval have been satisfied by 3 Sisters or until a residential subdivision plat is approved and recorded for Tract A of Three Sisters Business Park. When Tract A of the Three Sisters Business Park is subdivided, the requirements of this Agreement, shall have been met or assured.

2. The permitted uses, density, and height within the residential portion of Three Sisters Business Park (Tract A) are regulated by the City Development Code as amended by this series of applications, and any subsequent changes adopted by the City of Sisters.

3. The City Engineer has calculated the impact of the 3 Sisters development proposals on the City water system based on the approval of 62 residential living units in Tract A of Three Sisters Business Park and the construction of a maximum of 57 second story loft units on industrial lots 1-19 of the Three Sisters Business Park. Based on this proposed density, the City Engineer has required 3 Sisters to provide the City with 11.58 acres of pre-1892 water rights. 3 Sisters shall be required to provide such water rights to the City as a condition of any subdivision approval for residential development in Tract A of the Three Sisters Business Park. In the event the City approves a tentative residential subdivision plan for Tract A with densities lower than set forth above, the obligation of 3 Sisters to convey water rights to the City shall be reduced on a proportional basis.

4. The City Engineer has required 3 Sisters to make a proportionate share contribution to the costs of improvements to a sewer pump station constructed on the adjacent Dutch Pacific property. 3 Sisters has deposited approximately $27,000 with the City which shall be released to Dutch Pacific upon the dedication of sewer pump station #1 to the City.

5. 3 Sisters has agreed to construct affordable housing units within Tract A of Three Sisters Business Park based on obtaining approval to construct 62 residential units in Tract A. In the event 3 Sisters is approved for the development of 62 residential units in Tract A, 3 Sisters will provide eight (8) affordable housing units within Tract A. The number of affordable housing units shall be reduced on a proportional basis in the event 3 Sisters is approved for the development of less than 62 residential units in Tract A. 3 Sisters will work with Housing Works, Neighbor Impact, Habitat for Humanity, or such other affordable housing program provider(s) that is approved by the City of Sisters in writing, to assure that the units/lots are affordable as detailed below. Affordable housing is housing affordable to households earning 80% of Area Median Income (AMI) or lower as designated on a yearly basis for Deschutes County by the federal department of Housing and Urban Development (HUD). Housing is affordable when no more than 30% of annual household income is spent on housing

(principal, interest, taxes and insurance). The units to be constructed shall also meet any covenants, conditions and restrictions developed by 3 Sisters for Tract A. 3 Sisters may choose to construct the dwelling units and work with one of the affordable housing providers to implement the affordability component. The program, as proposed shall include the following:

- The anticipated 6-unit rental complex shall remain affordable for a period of at least 50 years.
- The anticipated 2 attached townhomes shall remain affordable for a period of at least 20 years.
- The square footage of all the affordable units provided under this agreement shall sum to a minimum of 7000 square feet in size.
- In the event a mini-storage facility with second story loft apartments is constructed on either of Lots 4, 5, 6 and/or 7 of the Three Sisters Business Park, the second story loft units shall be constructed to meet applicable Housing Quality Standards as defined for the HUD Voucher program.

6. In the case of any change in regional policy or federal or state law or other change in circumstance which renders compliance with the Agreement impossible or unlawful, the parties will attempt to give effect to the remainder of the Agreement, but only if such effect does not prejudice the substantial rights of any party under the Agreement. If the substantial rights of any party are prejudiced by giving effect to the remainder of the Agreement, then the parties shall negotiate in good faith to revise the Agreement to give effect to its original intent. If the parties fail to agree to an amended Agreement within ninety (90) days of the commencement of negotiations, then any party may request than an arbitrator give an equitable effect to the remainder of the Agreement, and the Agreement shall thereafter be amended pursuant to the order of the arbitrator. If, because of a change in policy, law or circumstance, the Agreement fails of its essential purpose, then the parties shall be placed into their original position to the extent practical. As used herein, however, "change in circumstance" does not include changes in local government land development or land division regulations. It is the intent of this Agreement to vest rights and conditions, as set forth herein, notwithstanding any change in local ordinance or policy.

7. The following shall constitute defaults on the part of a party:

   A breach of a material provision of this Agreement, whether by action or inaction of a party which continues and is not remedied within sixty (60) days after the other party has give notice specifying the breach; provided that if the non-breaching party determines that such breach cannot with due diligence be cured within a period of sixty (60) days, the non-breaching party may allow the breaching party a longer period of time to cure the breach, and in such event the breach shall not constitute a default so long as the breaching party diligently proceeds to affect a cure and the cure is accomplished within the longer period time granted by the non-breaching party; or.

Any assignment by a party for the benefit of creditors, or adjudication as a bankrupt, or appointment of a receiver, trustee or creditor's committee over a party.

8. Each party shall have all available remedies at law or in equity to recover damages and compel the performance of the other party pursuant to this Agreement. The rights and remedies afforded under this Agreement are not exclusive and shall be in addition to and cumulative with any and all rights otherwise available at law or in equity. The exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach by the other parties, including, without limitation, the right to compel specific performance.

9. This Agreement is not assignable and does not run with the land. If any property subject to this agreement is sold, the obligations of 3 Sisters under this Agreement shall remain obligations of 3 Sisters until satisfied.

10. All future discretionary approvals for Three Sisters Business Park and lots within shall be as lawfully established at the time such approvals are requested.

11. All City obligations to expend moneys under this Agreement are contingent upon future appropriations as part of the local budget process. Nothing in this Agreement obligates the City to appropriate money to fund the obligations undertaken in this Agreement.

12. The City assumes that the Three Sisters Business Park development will be served with City services like any other property in the City.

13. This Agreement may be amended or terminated by the mutual consent of the parties or their assigns or successors in interest. Any amendment which relates to the uses, development limitations, or monetary contributions shall require a public hearing before the parties may execute an amendment. Any other amendment shall not require a public hearing. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

14. The City may, at its election, record this Agreement at the office of the Deschutes County Clerk no later than 10 days following the execution of this Agreement. The Agreement does not, however, bind subsequent owners of land or Lots within the Three Sisters Business Park, including the land designated as Tract A.

EXHIBIT J: MP 15-01/SUB 15-01 CONDITIONS OF APPROVAL

NOTICE OF DECISION

Notice is hereby given that on June 25, 2015, the City of Sisters City Council affirmed the Planning Commission's approval decision dated April 30, 2015 regarding application MP 15-01 and SUB 15-01 submitted by 3 Sisters Partners, LLC. All relevant provisions of the City of Sisters Urban Area Comprehensive Plan and City of Sisters Development Code were reviewed for compliance. Please contact the City of Sisters, Patrick Davenport, Community Development Director at (541) 323-5219 for more information.

Files #: MP 15-01, SUB 15-01

Applicant and Property Owners: 3 Sisters Partners, LLC / Peter Hall

Hearing Date, Time and Location: Thursday June 25, 2015; 5:30 pm, City Council Chambers, Sisters City Hall, 520 E. Cascade Avenue, Sisters, OR, 97759.

Project Location: The property consists of lots 9 – 19 and Tract A of the Three Sisters Business Park Phase I subdivision. The property is situated north of Lundgren Mill Drive, east of N Pine Street and West of the intersection with East Sun Ranch Drive. The subject property is identified as Tax Lots 100-1200 on Deschutes County Assessor's Map # 151004BC.

Request: The applicant requested approval for a Master Plan for a 20.02 acre property, including a Site Plan within the Master Planned Area, and a Tentative Subdivision Plan for a 5 Phase 77 lot subdivision.

Applicable Criteria: Sisters Development Code: Chapter 2.1 Residential (R) District, Chapter 2.3 Multi Family Residential, Chapter 2.11 Airport Overlay Zone, Chapter 2.15 Special Provisions, Chapter 3.1 Access and Circulation; Chapter 3.2, Landscaping, Chapter 3.3 Vehicle and Bicycle Parking; Chapter 3.4 Signs, Chapter 4.1 Types of Applications and Review, Chapter 4.2 Site Plan Review, Chapter 4.3 Land Divisions, and Chapter 4.5, Master Plans, City of Sisters Comprehensive Plan and Oregon Revised Statutes.

Questions or concerns regarding this application should be directed to the Community Development Department at Sisters City Hall. Failure to raise an issue in person, or by letter before or during the hearing, or failure to provide statements or evidence sufficient to afford the decision-maker an opportunity to respond to the issue, means that an appeal based on that issue cannot be filed with the State Land Use Board of Appeals. All evidence relied upon by the City Council to reach a decision is in the public record, available for public review. Copies of this evidence can be obtained at a reasonable cost from the City.

All persons entitled to notice or who are otherwise adversely affected or aggrieved by the Decision may appeal the Decision to the State Land Use Board of Appeals. TTY services can be made available. Please contact Kathy Nelson, (541) 323-5213 for accommodations to be made. The Sisters City Hall building is a handicapped accessible facility.

A DECISION BY THE CITY OF SISTERS CITY COUNCIL
STATE OF OREGON
CITY COUNCIL CALL UP REVIEW OF APPLICATION MP #15-01 and SUB 15-01

THE CITY OF SISTERS CITY COUNCIL HAS ISSUED AN APPROVAL OF THE ABOVE REFERENCED APPLICATION WITH THE FOLOWING RECITALS:

WHEREAS, the applicant, 3 Sisters Partners, LLC, requests approval of a Master Plan for a 20.02 acre property, including a site plan for a Park within the Master Planned area and a Tentative Subdivision Plan for a 5 – Phase, 77 single family residential lot subdivision; and,

WHEREAS, this proposed development provides needed residential dwellings and is not detrimental to the general welfare, health or safety of the City of Sisters; and,

WHEREAS, Oregon Revised Statutes Chapter 92 establishes a process through which land located in urban areas that is properly zoned can be divided through a subdivision process if findings can be made that the land division will not adversely impact the infrastructure of the jurisdiction, and,

WHEREAS, after due notice, a public hearing on the proposed application (MP 15-01 and SUB 15-01) was held by the Sisters Planning Commission on April 30, 2015 at which time findings were reviewed, witnesses were heard, and evidence and written testimony was received, and,

WHEREAS, after the Planning Commission's decision to approve the subject application with specified conditions of approval, the City Council called up the application for review in accordance with applicable Sisters Development Code provisions, and,

WHEREAS, after due notice, a public hearing on the call review (MP 15-01 and SUB 15-01) was held by the Sisters City Council on June 25, 2015 at which time findings were reviewed, witnesses were heard, and evidence and written testimony was received, and,

WHEREAS, the City Council approved application MP 15-01 and SUB 15-01 with the attached Conditions of Approval,

NOW, THEREFORE, THE CITY OF SISTERS CITY COUNCIL FINDS THAT:

1. All required notices have been sent in the time and in the manner required by state law and city code; and,
2. The findings of fact in this matter are located in the staff report attached and by this reference incorporated herein as Exhibit A.

A DECISION BY THE CITY OF SISTERS CITY COUNCIL
STATE OF OREGON
CITY COUNCIL CALL UP REVIEW OF APPLICATION MP #15-01 and SUB 15-01

NOW THEREFORE, THAT BASED ON THE FINDINGS, THE CITY COUNCIL HEREBY APPROVES THE MASTER PLAN (FILE NO. MP15-01) AND THE SUBDIVISION (FILE NO. SUB 15-01) SUBJECT TO THE FOLLOWING EXHIBITS:

1. **Exhibit A – Combined Applicant Burden of Proof and Staff Report.**
    a. **Attachments**
        i. **Master Plan**
        ii. **Tentative Subdivision Plans with Option #1 and #2 with existing conditions**
        iii. **Park Site Plan**
        iv. **Development Schedule**
        v. **Transportation Analysis Letter**
        vi. **Water and Sewer analysis**
        vii. **2001 Development Agreement**
        viii. **Signage image**
        ix. **Preliminary title report**
        x. **Draft CC&R's**
        xi. **Franchise Utilities Will serve Letter**
        xii. **Conditions of Approval for Applications CP 14-01 (ORD 448) and Z 14-01 (ORD #449)**
        xiii. **Letter from City Engineer Erik Huffman dated April 16, 2015**
        xiv. **Letter from Sisters Camp Sherman Fire District, Gary Marshall dated March 11, 2015**
        xv. **Email from Sisters Airport owner, Benny Benson**
        xvi. **Recorded Document: Public Road Easement by USFS May 31, 2006**
        xvii. **Letter from Oregon Department of Aviation dated April 24, 2015**
        xviii. **Conditions of Approval from Planning Commission decision, April 30, 2015**
        xix. **Call up requests: Mayor Frye and Councilor Connolly**
        xx. **Email correspondence and attachment ("Testimony in Opposition to Approval of 3 Sisters Partners/Peter Hall"): Ed Protas - dated 06/18/2015**
        xxi. **Email correspondence: Peter Hall – dated May 27, 2015**
        xxii. **Staff report to City Council: Agenda Item Summary - 06/25/15**
        xxiii. **Conditions of Approval: City Council meeting June 25, 2015**

Conditions of Approval: City Council meeting June 25, 2015

1. 2001 Development Agreement: Based on prior monetary contributions made to City traffic infrastructure, the 210 pm/peak hour trips referenced in the now expired Development Agreement dated April 20, 2001 remain vested to the site and no additional traffic study is required. The building height and setback limitations along the northern property line as referenced in the 2001 Development Agreement have been incorporated into other land use approvals and remain in effect. The aforementioned setbacks may be modified through the City of Sisters land use process.

2. **Conditions of Approval (COA) regarding CP 14-01 (ORD # 448):** The conditions of approval (14 terms) contained in Sisters Ordinance #448 remain effective and applicable to this application. Specifically, CP #14-01 COA (Condition #5) requires the applicant to provide 8 units of affordable housing, with each lot encompassing a minimum of 7,000 square feet of building area. These units of affordable housing will be provided in MFR zone of the proposed subdivision during a subsequent site plan application per Condition # 3 below. All other COA terms referenced in Ordinance #448 remain effective and applicable to this application.

3. **Timing of provision of Affordable Housing Units: Applicant must begin construction with Phase 1. No building permits will be issued to any other phase until at least one building permit has been issued for Phase 1.** No later than 24 months from the date applicant obtains a building permit for Phase 1 of the Subdivision, the applicant or third party affordable housing developer shall submit a site plan for the MFR zoned area of the development which includes an illustration of provision of affordable housing units per Condition #2. Within 24 months after site plan approval for the MFR zoned area, the applicant or third party affordable housing developer shall make the 8 affordable housing units available for rent or sale per the terms of Condition #2.

4. **Conditions of Approval (COA) regarding Z 14-01 (ORD#449)**: The conditions of approval (9 items) contained in Sisters Ordinance #449 remain effective and applicable to this application.

5. **Modification Requests per 4.5.400B are approved as follows**:
Request for Modifications to Lot sizes in the R District - 6,000 sf minimum, 20% reduction requested = 4,800 sf minimum lot size; Requests for Modifications in the MFR District are: Lot sizes - 3,500 sf required, 20% reduction requested = 2,800 sf minimum, Lot Width - 40' required, 20% reduction requested = 32' minimum Lot Coverage- 60% is the maximum, 20% modification requested = 72% maximum Height- 30' maximum, 20% modification = 36' maximum, Setbacks- All MFR setbacks are reduced by 20%.

6. **Proposed Park**: The City shall enter into discussions with the applicant regarding dedicating the proposed park as a publically maintained facility. Notwithstanding the future discussions between the City and applicant, the applicant will provide a developed Park prior to the recordation of Phase IV lots. Portable toilets as a permanent sanitation solution regardless of the final status of ownership and maintenance are not permitted. The submitted site plan is sufficient for an interim solution until the status of the Park's ownership and maintenance is finally determined. An additional Planning Site Plan Land Use application is not required for the park, however prior to development, a Final Site Plan will be submitted for approval by the Community Development Director. The City will work with the applicant to prepare the Final Site Plan for review by the Community Development Director, Planning Commission, City Parks Advisory Board and City Council. All will participate in the decision to decide whether to dedicate the park as a public facility.

7. **Lots to Front Open Space:** Text Amendment (TA #15-01) enabling this request is approved per Ordinance #458.

8. Revisions to any applicable previously approved Development Agreements will be processed in accordance with the terms of the applicable agreement.

9. Compliance with all state and federal aviation requirements.

10. **Water Rights.** Prior to the recording of Phase 3 plat, the applicant shall pay the sum of $8,106 ($700/acre x 11.58 acres) in satisfaction of condition number 3 of the 2007 Development Agreement (requiring the contribution of 11.58 acres of pre-1892 water rights as defined in ORD#448.

11. The Applicant may proceed with construction of either Plat Option 1 or 2 at its discretion.

12. All Sisters Development Code requirements in effect at the time of approval that are not modified by this decision are required to be followed.

Patrick T. Davenport

Patrick T. Davenport Community Development Director

06/30/15

Date

CITY COUNCIL

Agenda Item Summary

Meeting Date: May 27, 2020 **Staff:** P. Bertagna

Type: Regular Meeting **Dept:** Public Works

Subject: Wastewater Treatment Aerator Procurement

Action Requested: Discussion and Consideration of a motion to approve Resolution 2020-09. A Resolution approving the use of Direct Appointment Procurement Procedures for a procurement agreement with Aeration Industries International LLC for $127,683 and authorize the City Manager to execute the agreement.

Summary Points:

- City's Wastewater Treatment Plant was constructed in 2000-01 and was designed as an aerated lagoon plant using surface mounted aeration equipment.
- Our Engineering team designed the surface mounted aeration system to operate with the anchor and electrical systems located outside of the lagoon. Using this system kept the HDPE lagoon liner 100% intact with no perforations.
- The Aire-O2 aeration system was chosen because of its ability to be able to efficiently aerate deeper lagoons (10-18' in depth) and provide circulation throughout the ponds. Being able to construct deeper lagoons helped minimize the overall footprint of the treatment plant and saved land for future lagoon expansion.
- As part of our treatment process we need an aerator that creates a high velocity stream of oxygen that keeps solids in suspension and in contact with the optimally sized fine bubbles that are less than 2mm in diameter. Without this specific aerator the treatment capacity would decrease due to inefficient oxygen exchange.
- The existing aeration equipment has worked very well for the last 20 years and now we need to increase our aeration to provide additional treatment capacity for the next 20 years. We will be upsizing the current 7.5 hp aerators with 15 hp units that will double the treatment capacity.
- This system was selected because of the ease for system capacity expansion by simply replacing the existing aerators with larger units that will not require any retrofitting to the existing infrastructure.
- The replacement aerators are literally a plug and play. Any other type of aeration system would require significant infrastructure retrofitting to make it work including potentially having to drain the pond and cut and re-weld the 50 mm liner to provide the required anchor points. This would not only be cost prohibitive but would be a potential safety hazard if the welds ever failed.

- Our existing aerators provide treatment efficiency that results in approximately $16,000/yr. in energy savings compared to other surface aeration systems largely due to the ability to provide the necessary dissolved oxygen and mixing while using less aerators. Depending on the manufacturer we would need 3-6 more aerators in our primary lagoon to provide the same level of treatment. The capital cost of the Aeration Industry aerators can run up to 10% more than their competitors but with the energy savings, reliability, and ease of installation they will provide significant cost savings over their 20 yr. life expectancy.
- To perform a direct appointment procurement, we have to present findings to justify the sole-source and adopt them through Resolution. We will also have to provide public notice of the procurement for public comment.

Financial Impact: $127,683 budgeted in FY19/20 in the Sewer SDC Fund

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Attachments: Resolution 2020-09

RESOLUTION NO. 2020-09

A RESOLUTION OF CITY OF SISTERS APPROVING A CONTRACT-SPECIFIC SPECIAL PROCUREMENT OF AERATORS FOR THE CITY'S WASTEWATER TREATMENT PLANT; AND AUTHORIZING AND APPROVING THE USE OF DIRECT APPOINTMENT PROCUREMENT PROCEDURES FOR A PROCUREMENT AGREEMENT WITH AERATION INDUSTRIES INTERNATIONAL, LLC.

WHEREAS, pursuant to ORS 279A.060 and Sisters Municipal Code Chapter 2.45 (the "Public Contracting Code"), the Sisters City Council ("Council") acts as the local contract review board (the "LCRB") for City of Sisters ("City"); and

WHEREAS, Section C(1) of Exhibit A to the Public Contracting Code authorizes the Council to exempt certain contracts or classes of contracts for goods and services from competitive bidding under the procedures described in ORS 279B.085; and

WHEREAS, pursuant to ORS 279B.085, City staff submitted a written request to Council (by staff report dated May 27, 2020), requesting approval of a contract-specific special procurement of certain aerators for purposes of City's wastewater treatment plant; and

WHEREAS, City staff's written request described the contracting procedure (direct appointment), the goods subject to the special procurement (six aerators and related equipment), and the circumstances that justify the use of a special procurement; and

WHEREAS, Council desires to approve the contract-specific special procurement described in City staff's written request and authorize and approve the use of direct appointment procurement procedures for a procurement agreement with Aeration Industries International, LLC.

NOW, THEREFORE, the City of Sisters resolves as follows:

1. Findings. In addition to the above-stated findings contained in this Resolution No. 2020-09 (this "Resolution"), which are hereby adopted, Council, acting as the LCRB, adopts those findings in support of a contract-specific special procurement under ORS 279B.085 contained in the attached Exhibit A.

2. Approval. Pursuant to ORS 279B.085, Council hereby approves a contract-specific special procurement of the aerators described in staff's written request and authorizes and approves the use of direct appointment procurement procedures for a procurement agreement with Aeration Industries International, LLC. Council finds that the written request submitted by staff and the findings attached as Exhibit A demonstrate that the use of direct appointment procurement procedures (a) is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts, (b) is reasonably expected to result in substantial cost savings to City, and (c) otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder.

3. Notice. The city manager or his or her designee will give notice of Council's approval of the contract-specific special procurement in accordance with ORS 279B.085(5).

4. Miscellaneous. All pronouns contained in this Resolution 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 provisions of this Resolution are hereby declared severable. If any section, subsection, sentence, clause, and/or portion of this Resolution is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Resolution. This Resolution may be corrected by order of the Council to cure editorial and/or clerical errors. This Resolution will be in full force and effect from and after its approval and adoption.

APPROVED AND ADOPTED by the City Council of the City of Sisters and signed by the mayor this 27th day of May 2020

_____
Chuck Ryan, Mayor

ATTEST:

_____
Kerry Prosser, City Recorder

Exhibit A
Findings

1. Pursuant to ORS 279B.085(4)(a), the use of direct appointment procurement procedures is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts. City needs to purchase six 15HP AIRE-O2 Anti-Fouling Aspirating Aerators and related assemblies and equipment (collectively, the "Aerators"). This procurement is a unique and isolated opportunity because it involves replacing existing technical equipment at City's wastewater treatment plant with compatible equipment. Further, the equipment has an approximately 20-year life span, which means City's need to procure such equipment does not occur often. Thus, the use of direct appointment procedures is unlikely to encourage favoritism in awarding public contracts or to diminish competition for public contracts.

2. Pursuant to ORS 279B.085(4)(b)(A), the use of direct appointment procurement procedures is reasonably expected to result in substantial cost savings to City as demonstrated by the following:

a. In this case, the efficient utilization of existing goods and systems requires acquisition of compatible goods. The Aerators will replace the current aerators located at City's wastewater treatment plant, which are at the end of their useful life. The existing aerators were specifically designed for the wastewater plant in 2000. The treatment plant was originally designed for the surface mounted Aire-O2 aspirator aerator (the Aerators) with anchor points and electrical infrastructure strategically placed for this system. As part of City's treatment process, City needs an aerator that creates a high velocity stream of oxygen that keeps solids in suspension and in contact with the optimally sized fine bubbles that are less than 2mm in diameter. Without this specific aerator the treatment capacity would decrease due to inefficient oxygen exchange.

b. The lagoon shape was designed to work with this aeration system to keep the flow of oxygen directional to provide circulation throughout the pond. Using the Aerators will result in ease for system capacity expansion by simply replacing the existing aerators with larger units that will not require any retrofitting to the existing infrastructure. Any other type of aeration system would require significant infrastructure retrofitting, rebuilding the mounting and electrical system, and draining the pond and cutting and re-welding the 50 mm liner to provide the required anchor points.

c. City finds that using different types, models, and makes of aerators causes administrative inefficiencies and would impose significant, additional cost burdens on City. As a result, continuing to use the same type of aerators ensures increased efficiencies, cost savings, and consistency and compatibility throughout City' wastewater system. Therefore, the efficient use of City's existing aerators (and related equipment and technology) requires acquisition of the Aerators which will result in substantial cost savings to City.

3. Pursuant to ORS 279B.085(4)(b)(B), the use of direct appointment otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065 or 279B.070 or under any rules adopted thereunder. As discussed above, purchasing the same aerators as City currently uses will result in City saving significant costs and expense that it would otherwise incur in purchasing an aerator incompatible with the current wastewater treatment system. Directly procuring the Aerators will avoid the need to drain the lagoon and retrofit City's system which would not only be

cost prohibitive but would be a potential safety hazard if the welds failed. Thus, a competitive bid process would not result in an overall savings to City and/or a product that is otherwise in City's bests interests.