



CITY COUNCIL Agenda

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

Wednesday, June 24, 2020

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

The meeting will be accessible to the public via teleconference.
Please use the following phone number to listen to the meeting:

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

5:30 P.M. WORKSHOP

1. Review the Draft Ordinance for Right of Way Licensing -*C. Misley*
2. Review Republic Services Proposed Rate Increase- *C. Misley*
3. Other Business-*Staff/Council*

6:30 P.M. CITY COUNCIL REGULAR MEETING

I CALL TO ORDER/PLEDGE OF ALLEGIANCE

II ROLL CALL

III APPROVAL OF AGENDA

- IV VISITOR COMMUNICATION-** 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, June 24, 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. May 27, 2020- Regular Meeting

B. Bills to Approve

1. June 19, 2020- Accounts Payable
2. Preapprove July 08, 2020 Accounts Payable

- C. Approve Resolution No. 2020-11: A RESOLUTION EXTENDING THE CITY OF SISTERS WORKERS COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF SISTERS.

- D. Approve Resolution No. 2020-12: A RESOLUTION DECLARING THE MUNICIPAL SERVICES PROVIDED BY THE CITY OF SISTERS.
- E. Approve Resolution No. 2020-13: A RESOLUTION AMENDING THE PAY PLAN CLASSIFICATION FOR THE CITY OF SISTERS.
- F. Approve an Intergovernmental Agreement between Central Oregon Intergovernmental Council and the City of Sisters for Vision Facilitation and Implementation and Authorize the City Manager to Execute the Agreement.
- G. Approve a Personal Services Agreement with Spindrift Forestry Consulting, LLC for City Forester Services and Authorize the City Manager to Execute the Agreement.
- H. Issue a Neutral Recommendation on the OLCC Application from Sisters Supper Club, LLC for a Full On-Premises, For-Profit Private Club Liquor License.

VI COUNCIL BUSINESS

- A. **Public Hearing and Consideration of Resolution No. 2020-14:** A RESOLUTION ADOPTING THE FISCAL YEAR 2020/21 BUDGET, APPROPRIATING FUNDS, APPROVING A TAX LEVY AND DIRECTING STAFF TO FILE THE BUDGET WITH THE COUNTY CLERK – *J. O'Neill*
- B. **Public Hearing and Consideration of Resolution No. 2020-15** A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES – *J. O'Neill*
- C. **Public Hearing and Consideration of Resolution No. 2020-16:** A RESOLUTION OF THE CITY OF SISTERS ADOPTING A SUPPLEMENTAL BUDGET AND ESTABLISHING APPROPRIATIONS WITHIN THE 2019/20 BUDGET – *J. O'Neill*
- D. **Public Hearing and Consideration of Resolution 2020-17:** A RESOLUTION OF THE CITY OF SISTERS ADOPTING CHANGES TO THE MASTER FEE SCHEDULE – *J. O'Neill*

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

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

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

The City of Sisters is an Equal Opportunity Provider



CITY COUNCIL Agenda

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

- E. **Discussion and Consideration of Resolution No. 2020-18:** A RESOLUTION OF CITY OF SISTERS ADOPTING A TEMPORARY PROGRAM CONCERNING THE LIMITED USE OF CITY REGULATED PARKLETS ADJACENT TO CERTAIN CITY BUSINESSES IN FURTHERANCE OF ENCOURAGING SOCIAL DISTANCING- *P. Bertagna*
- F. **Discussion and Consideration of Resolution No. 2020-19:** A RESOLUTION OF CITY OF SISTERS TEMPORARILY SUSPENDING UTILITY SERVICE SHUTOFFS AND TERMINATIONS- *J. O'Neill*
- G. **Discussion and Consideration of Resolution No. 2020-20:** A RESOLUTION OF CITY OF SISTERS ESTABLISHING THE 2020/2021 FISCAL YEAR BUSINESS LICENSE RENEWAL FEE FOR CERTAIN BUSINESSES LOCATED WITHIN CITY'S INCORPORATED LIMITS- *J. O'Neill*
- H. **Discussion and Consideration of a Motion** to Award a Public Improvement Contract to WEBEDONE INC, dba Abbas Well Drilling in an Amount not to Exceed \$354,220 for the Construction of Well No. 4 Phase A and Authorize the City Manager to Execute the Contract- *P. Bertagna*
- I. **Discussion and Consideration of a Motion** to Approve an Agreement between the City of Sisters and the Sisters Area Chamber of Commerce to Provide Tourism-Related Services for FY 2020/2 and Authorize the City Mänge to Execute the Agreement-*C. Misley*

VII OTHER BUSINESS

- A. Review a Habitat for Humanity Affordable Housing Grant Application in the amount of \$6,627 for Three Village Meadows Homes on Desert Rose Loop- *C. Misley*
- B. Staff Comments

VIII MAYOR/COUNCILOR BUSINESS

IX ADJOURN

MEMBERS PRESENT:

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

STAFF PRESENT:

Cory Miskey City Manager
Paul Bertagna PW Director
Joe O'Neill Finance Director
Patrick Davenport CDD Director
Kerry Prosser City Recorder
Nicole Mardell Principal Planner
Garett Chrostek City Attorney

I CALL TO ORDER/PLEDGE OF ALLEGIANCE

The Meeting was called to order by Mayor Ryan at 6:40 pm.

II ROLL CALL

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

III APPROVAL OF AGENDA

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

IV VISITOR COMMUNICATION-None

V CONSENT AGENDA

- A. Minutes
 - 1. April 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.

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

VI COUNCIL BUSINESS

- 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.**

Mayor Ryan opened the public hearing and reviewed the hearing process. He asked each Councilor to disclose any conflicts or ex-parte contact.

Council President Connolly stated she was one of the Councilors who had called this application up to the City Council in 2015. Councilor Blum, Councilor Preedin, Councilor Esterman, and Mayor Ryan did not have any conflicts. No one challenged any member of the Council's ability to hear the matter.

Mayor Ryan asked for the staff report.

Principal Planner Mardell presented the staff report. She reviewed this was a request to modify several conditions of approval associated with MP 15-01/SUB 15-01, an approved Master Plan and Tentative Subdivision Plat, carried over from a previous rezoning and comprehensive plan redesignation: CP 06-04, CP 06-03, ZC 06-05. She noted the properties included in this application were Lot 50 (Clearpine Phase 3) and Lots 83-88 in Clearpine Phase 6, all located at the intersection of West Heising Drive and North Bluebird Street.

Principal Planner Mardell said during the Plan Amendment and Zone Change process, 3 Sisters Partners, LLC, voluntarily agreed to deliver eight affordable housing units in the Clearpine Subdivision. This commitment was included in a 2007 development agreement and carried forward in the Master Plan and subsequent decisions.

The applicant agreed to deliver eight (8) units – originally planned to be a 6-unit rental complex and a duplex in the MFR Zone and totaling 7,000 square feet by May 11, 2020. Because these requirements were memorialized in land-use decisions, 3 Sisters Partners, LLC requests a modification of those decisions.

Principal Planner Mardell said Specifically, the applicant proposed Modifications to the following items:

- Remove the requirement to deliver the affordable units by May 11, 2020.
- Allow for the sale of the 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 a deed-restricted single-family home and accessory dwelling unit (ADU) to satisfy two (2) affordable housing units in place of a duplex.
- Allow for two of the eight units to be in the Residential (R) Zone rather than the Multi-Family Residential (MFR) Zone.
- The required square footage (7,000 sf) is not requested to change, and the applicant plans to exceed this requirement by delivering 8,331 sf feet in total of affordable housing.

Principal Planner Mardell had received a question regarding the required delivery date for the units. Condition #3 in the Master Plan decision required two delivery dates:

- Within 24 months of the date of issuance for the first building permit in phase 1, the applicant shall submit a site plan of the MFR zoned area, including an illustration of affordable housing units.
- Then, within 24 after site plan approval for the MFR zoned area, the applicant shall make the eight affordable housing units available for rent or sale.

The first building permit was issued in May of 2016. City staff accepted and approved a subdivision plan (SUB 18-01) in place of a formal site plan application. Staff approved the subdivision application in late April of 2018 and required the affordable units to be delivered by May 11, 2020. This deadline was agreed upon by both City Staff and the applicant.

Permits have been submitted for four of the six units owned by Habitat for Humanity. Construction of these units was 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 and complete construction by August 2021. All six of these units were to be located in the MFR Zone.

The remaining two units were currently being constructed by 3 Sisters Partners, LLC. They were 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.

Principal Planner Mardell said Staff did not include a recommendation as this was a unique application and was highly discretionary. If Council were to approve the Modification as proposed, Staff had included recommended conditions of approval in Exhibit E, a recommended deed restriction for Lot 50 is included in Exhibit F, and an updated conditions of approval agreement was drafted and included in Exhibit G.

As of today, Staff had received two public comments in support, one from Paul Hodge, of Laird Superfood, and one from Rodger Lee, of Economic Development for Central Oregon (EDCO); both were sent to Council and included in the formal record.

Mayor Ryan asked each Councilor if they had any questions of Staff.

Council President Connolly asked when the building permits had been issued for lot 50. Principal Planner Mardell responded the permits for lot 50 had been submitted in 2019. Council President Connolly asked if Staff was contacted in 2019 about lot 50 becoming two affordable housing units: a house and ADU. Principal Planner Mardell replied the applicant had reached out to Staff during the building permit process, but Staff did not tell the applicant they would be accepted as two separate affordable housing units. Council President Connolly asked when the lots in Clearpine had been sold to Habitat for Humanity, and Principal Planner Mardell responded in September 2019.

Council President Connolly asked if the applicant had any discussion with Staff about these lots being used for affordable housing, and was there any indication that the timeline would not be met. Principal Planner Mardell said her understanding was that Staff was informed of the sale, but there was no agreement between the City and the applicant that the sale of these lots would meet the affordable housing requirements.

City Manager Misley stated on several occasions the applicant was told that Staff did not have the authority to authorize what they were proposing, they were instructed to submit a modification to Council.

Council President Connolly asked if it had been explained to the applicant the process would have to go to City Council or Planning Commission. Principal Planner Mardell said Director Davenport told the applicant staff could not commit to anything that did not meet the original terms, and they would need to do a modification to the development agreement. Director Davenport stated that was an accurate assessment.

Councilor Blum asked when the application for Modification was submitted, and Principal Planner Mardell replied it had been submitted on March 24, 2020.

Councilor Preedin clarified the Lot 50 building plans were approved on 08/23/2019. He had no questions for Staff. Councilor Esterman did not have any questions for Staff.

Mayor Ryan asked for the applicant's presentation.

Peter Hall from 3 Sisters Partners, LLC introduced himself and said Sharlene Weed of Habitat for Humanity (Habitat) and Miles Conway, legal counsel for 3 Sisters Partners would also be presenting this evening.

Mr. Hall said this had been a long process; the original agreement originated in May 2007. Shortly after the zone change, he started to search for partners for this project as affordable housing was different to construct than market-rate housing. Mr. Hall reached out to HousingWorks and Pacific Crest development, and they both turned him down because of the size of the project. In 2016 the specific schedule was defined, two years for site plan than two years to complete the units. At this point, he reached out to several affordable housing builders, but did not get a lot of traction. In 2018 Sharlene Weed of Habitat showed interest in the project.

He acknowledged they were late getting some of the units to market but said the two rental units on Heising Drive would be available in June. He showed a photo of the Lot 50 project and said they had tenants moving in on June 15th. Mr. Hall said the cost to build these units to date was approximately \$450,000. He noted all renters would meet the AMI threshold, and they had hired a third-party manager, Anita French, to manage the two rental units. The other six units would be the homeownership model built and managed by Habitat for Humanity. He noted this was the opposite of the original agreement, which had six rentals and two homeowners. Habitat had the permits in hand for the first four lots and was ready to move forward on the units.

Mr. Hall explained the Habitat project had secured LIFT funds of \$58,000 per lot, and 3 Sisters Partners had subsidized each by about \$35,000 per lot. He thought it was important to note the City of Sisters had not contributed funds to any of the units. He stated this was a subsidy by 3 Sisters Partners of \$210,000 plus \$450,000 on the two rental units.

He asked the Council to approve the Modification to allow Habitat for Humanity to complete the project on their timeframe.

Sharlene Weed, Executive Director of Habitat for Humanity, said she had been meeting with Mr. Hall since 2016 regarding this project. She noted land for Habitat homes was hard to come by as lots in Sisters could be \$100-\$150,000. She said the lots for this project were purchased for \$58,000 but had appraised for \$80,000. Ms. Weed said Habitat applied for State LIFT funds to purchase the lots in 2017 and thought they would be building by June 2018 but could not get the final funding approved and did not close on the lots until October 1, 2019. She noted Mr. Hall had given Habitat free design plans on these units, and they had just paid their System Development Charges on the first four units. Ms. Weed stated there was interest around the State on this project as it was a private, City, and non-profit partnership. She explained the Habitat units were land trust homes and would be perpetually affordable; if they resold, these homes would stay

affordable forever. Ms. Weed said this was a unique project that took longer than expected, but she thought everyone was working in good faith to get it completed. She hoped there was some grace and understanding of the completion of this project.

Miles Conway, the attorney 3 Sisters Partners, noted he had been working on this project for at least 13 years. He reviewed the conditions the applicant was looking to modify tonight were first put in place 13 years ago with the zone change and have been moved forward with subsequent land-use decisions as noted in the Staff report. When these conditions were drafted, there were no requirements that developers build affordable housing in the development code. He said they were not trying to get out of complying with the requirements which they voluntarily created; the current conditions simply did not work: At the time the language was developed, we did not know as much about affordable housing as we did today. We have tried to implement the conditions as initially drafted, but it could not be done. We went back to the drawing board for a new plan, and we had been working with the city attorney on the conditions of approval and deed restrictions for the two rental units. Mr. Conway said the timeline and configuration of units were different, but the developer had fulfilled his obligation to come up with the eight affordable housing units. Mr. Conway asked for the support of the Council for this Modification.

He explained they had kept City staff informed throughout the process, but Staff said it was dependent upon Council to make the final decision.

Mayor Ryan asked Council for questions of the applicant.

Council President Connolly asked why the applicant did not come to Council sooner with a Modification request as they knew they had issues in 2019. Mr. Hall responded he did not think he was behind schedule. The two rental units were essentially complete, and they thought they had a transfer agreement on the Habitat lots more than two years ago. It was not until November 2019 when they could not break ground on the Habitat lots that he thought he might miss the timeline. Council President Connolly stated when Habitat could not build, it should have been a red flag. She asked when you pulled a permit on the house and ADU, why didn't you ask for Council approval at that point. Mr. Hall replied the original agreement did not state the units needed to be on two tax lots. He thought it was a pretty good idea to do two units on one lot, and he did not see a disadvantage to the City to do it this way. He said the lot was adjacent to the MFR, which was in the vicinity of the area that it was to be provided in per the original agreement.

Council President Connolly asked if Habitat knew when they purchased the land, the applicant would be non-compliant if they could not be built by May; did either the applicant or Habitat have a back-up plan. Mr. Hall said after the 12-month delay on the LIFT grant, he knew the timing would be tight. He thought Council would put some weight on the fact building permits were in hand for the units and would provide some leniency on the final timeline. He assumed Council would accept that if they were willing.

Ms. Weed said they knew the timeline was slipping, but they thought the Council would be confident in the follow-through of the developer that the units would happen and that he would build these homes. They made an assumption about the Council's primary concerns.

Council President Connolly asked what your course of action would be if this request were denied. Mr. Conway said if they did not get Council support, the developer, contractors, etc. would lose their jobs or significant revenues; the City would lose system development charge revenue, permit fees, market housing, and the affordable housing component and they would possibly end up in a LUBA appeal. Mr. Conway said in retrospect, we should have come to the Council earlier as this evolved. Council President Connolly asked if this was approved and new deadlines were set, were you willing to establish a penalty if the deadlines were missed. Mr. Hall said they had faith the units would be delivered on time. He thought penalizing the applicant for something out of their control did not make a lot of sense. Ms. Weed said Habitat homes were built by volunteers, and their timeline had slipped because of COVID-19; she did not believe the pressure of a timeline on Habitat was fair.

Councilor Blum asked why you chose to do a home with an ADU vs. a duplex. Mr. Hall said based on how the lots were laid out, the house and ADU was a better solution. He had to make sure the neighborhood turned out without too many negatives; he thought it was an elegant solution for two units.

Councilor Preedin had no questions

Councilor Esterman did not agree with penalties. He asked if this Modification was approved did it create any precedent. Attorney Chrostek said it did not form a strict precedent.

Mayor Ryan commented communication was not what it should have been. He thought that before you inked a deal with Habitat, you should have come to Council, it was a significant change in the process that lead to other decisions. Mayor Ryan said Mr. Hall stated there were no out-of-pocket costs for the City on these eight units, which was not

valid. Habitat had requested grants for system development charge on four units and would probably ask for grants on the other two (about \$20,000 for all six units), which came from City funds. Mayor Ryan did not think these units would be done by the deadline, and he did not want to put pressure on Habitat to meet the deadline; 3 Sisters Partners was handing that off to Habitat without maintaining any skin in the game.

Mayor Ryan asked if anyone would like to provide testimony in support, neutral testimony, or testimony in opposition of the application. There was no public testimony.

Mayor Ryan asked if the applicant would like to rebut any of the testimony presented.

Mr. Hall said, based on some of the comments, it sounds like Mayor Ryan disagreed with their decision to engage with Habitat. He thought it was a natural fit, and he had tried to work with other affordable housing builders but was turned down. Mr. Hall said the original agreement stated we would provide eight affordable housing units; it did not say we would be the sole bearer of the entire project cost. He felt there was a sentiment that we had done something wrong by not doing that; we never had the funds to build the units on our own. Mr. Hall wanted the Council to understand a lot of effort and money was spent on their part. He thought the timing was the key issue and asked for approval on the extension of the unit's timing.

Mayor Ryan stated that he was in support of the Habitat homes and thought it was a great project, he was concerned about the communication on the process and timing from 3 Sisters Partners. He was pro the Habitat for Humanity model. He stated Mr. Hall said it would not cost the City or taxpayers any additional funds, which was not accurate.

Mayor Ryan asked the Council how they would like to proceed. Councilors unanimously choose to close the hearing and deliberate towards a decision.

Mayor Ryan closed the public hearing.

Mayor Ryan noted this was a significant modification, and he thought it was a good model, but he would like to propose a couple of changes. First, he said the cost to the City of approximately \$20,000 that would potentially be given to Habitat for System Development Charge grants on these homes should not be our cost; It should be 3 Sisters Partners responsibility. He was disappointed that it was not offered in the Modification. Mayor Ryan would like to see both the affordable housing and the market rate housing moving forward. He hoped we could adjust the Modification to include a clause that would not expose the City to any additional costs.

Mayor Ryan would also like the Modification to address the timing of when the affordable housing units would be delivered. He disagreed with Mr. Hall's memo outlining why the execution of the project was delayed. In the memo, Mr. Hall stated that this was a small project. Mayor Ryan said this was not a small project for Sisters. The memo also stated Mr. Hall did not have a non-profit to execute an affordable housing project. Mayor Ryan said standing up a non-profit was not a hard task, yet he never attempted to do so. Lastly, the memo said his business would not achieve breakeven status until the first quarter of 2022; Mayor Ryan did not know its relevance to his affordable housing commitment. Mayor Ryan noted this project was happening during one of the most robust housing markets in our history regarding demand and pricing. Mayor Ryan thought the timeline was favorable to 3 Sisters Partners; they had five years to execute on eight units. If they had come to the City earlier with the Habitat situation, we could have helped expedite things, and we might not be looking at the delayed timeline we had today.

Mayor Ryan thought the delays were due to poor planning and showed the affordable housing units were not a priority for 3 Sisters Partners. He thought the Habitat building timeline was troublesome, and he felt they would have trouble getting these units completed in the timeframe given the current situation. Mayor Ryan felt 3 Sisters Partners should carry the worry about getting these units built, not Habitat. If we agreed to the modifications as presented, 3 Sisters Partners had no skin in the game. He said it also put the City in the position that we did not know when we were getting these units; he fully supported Habitat's role in this project. Mayor Ryan said Council and the City take affordable housing seriously, and we had collaborated with others successfully. He noted the first three homes in McKenzie Meadows Village were affordable units. He was disappointed that families were not going to be moving into the Clearpine affordable units in May 2020.

Mayor Ryan's second recommendation was to have 3 Sisters Partners compensate the affordable housing fund in some way for the delay of this project or add some other level of accountability on the timeline. Mayor Ryan said the two changes he proposed could be easily negotiated; he suggested Council vote tonight to allow Staff to address the changes with 3 Sisters Partners in the next few weeks and move on to approval. He wanted this project to move forward; he just wanted a fair and equitable modification for our constituents.

Council President Connolly agreed with Mayor Ryan's solution. She said in 2015, when the City was in angst because of non-performance on affordable housing projects with other developers, it triggered Council to implement the 24-month timeline to build the units to keep developers from leaving affordable housing until the end of their projects.

She said although 3 Sisters Partners technically did not have to build affordable housing units when they began this process, they did agree to build these units; they were accountable for the agreement that they signed. Council President Connolly was glad the applicant was working through this process with Habitat and encouraged them to spend time with the Housing Policy Advisory Board and the Planning Commission on ways to improve this process.

Councilor Blum said she was happy Habitat was involved in this project. She thought there was a laissez-faire attitude along the way on moving this project forward, but she was not convinced there needed to be a penalty for how this happened. Councilor Blum stated it was not good if the City came out with a loss of \$20,000 that could be spent somewhere else.

Councilor Preedin said he could not disagree with Mayor Ryan more. He stated a developer had come forward with a solution to an affordable housing issue; things did not go as planned, but the units would be built. Councilor Preedin said our job as Councilors was to collaborate with Habitat to get these built. He did not see a need for a penalty, it was not a smooth transition, but he did not think there was any bad faith. He was willing to worry about the system development charge grants later. Councilor Preedin was looking forward to these units being built. He thought putting a timeframe on Habitat for the construction when they use volunteers could be difficult. He thought we could pick something like the end of 2021 to give them as much grace as possible to complete the units. Councilor Preedin thanked developers for coming into town and getting projects going, as it was a tough industry.

Councilor Esterman said were we going to live in the past or move forward. He was in line with Councilor Preedin and did not think there should be a penalty. Councilor Esterman said as a businessperson, he could see the other side and did not want to make a mountain out of a molehill.

Council President Connolly wanted to clarify the intent was not to penalize Habitat. She said it was a breakdown of communication and that the applicant had shown a lack of respect for the Council and the citizens of the City in honoring this agreement. Council President Connolly thought we needed to have a timeline when these units would be finished.

Councilor Blum asked if we could ask the applicant if they had any comments about what was being discussed and if they had a counterproposal.

Attorney Chrostek said Council could reopen the hearing to take in additional testimony and elect to carry over the hearing and leave the record open. He would like one more round of Council discussion to see where Council was headed.

Councilor Blum was leaning towards making a motion to accept this application with the conditions submitted by Staff. If there needed to be some sort of a deadline to make Council feel more comfortable that these units would be built to give some sense of skin in the game from 3 Sisters Partners, she would be willing to consider that motion.

Councilor Preedin was in line with Councilor Blum. He could accept Staff's findings and would be interested in hearing some type of timeframe on getting the six units completed. He did not know what we could do if they did not meet the deadline. If you put an end date, you must be careful with what we were proposing.

Councilor Esterman had concerns about an end date. He could go with Staff's current recommendation but would like to move this forward as quickly as possible.

Mayor Ryan said his biggest concern was accountability by 3 Sisters Partners; they were in default of their agreement. The current proposal has risk in it for the completion of the units. He could not look at his constituents and say we agreed to a deal with no accountability for 3 Sisters Partners; it was unacceptable to Mayor Ryan. He would like a motion that gave Staff a little bit of time to hammer out an agreement over the next few weeks.

Attorney Chrostek recommended reopening the hearing or carry it over to another meeting. City Manager Misley reminded Council this did not need to be a unanimous vote; it was a simple majority vote.

Mayor Ryan reopened the public hearing and stated all the rules continued to apply. He asked the applicant to respond to what he had heard during the deliberations.

Mr. Hall thought the most important issue to the Council was the timeline. He said if the completion date were at the end of December 2021, we could consider stopping permitting at that time if the affordable housing component was not complete. He thought Habitat needed to weigh in on this. On the financial side, he understood the concern. He suggested letting him work with Habitat to find a way to make them whole, and the City could deny the application for the system development charge grant for Clearpine units. He did not have a great idea of how to penalize himself for any Habitat delays.

Ms. Weed said Habitat, on average, built four homes a year and did not anticipate the build schedule slipping for the Clearpine homes. She did not think it was fair to ask Mr. Hall to pay the system development charge's that Habitat had applied for from the affordable housing grant program as other developers were not asked to pay those fees. She was comfortable with a project completion timeline at the end of 2021.

Mayor Ryan would like to see a motion that we look at this for another week and come up with a solution.

Council President Connolly thanked Mr. Hall for contemplating the system development charge cost. She was comfortable with a timeline with a 2021 completion date. She would like to address this at the next council meeting.

Councilor Blum asked if we were thinking about adding a date for completions and system development charge covered by Mr. Hall; did we need it memorialized in writing or just by a motion tonight.

Attorney Chrostek replied any amendments would be to the restated conditions of approval agreement. Councils options were to end the hearing tonight or carry it over to the next Council meeting, so the applicant and Staff could discuss the proposed language and bring it back to the meeting.

Councilor Blum thought we should move the hearing into the next meeting.

Councilor Preedin said Mr. Hall's skin in the game was apparent by his offering eight affordable units before it was a City emphasis. Councilor Preedin thought Mr. Hall had done a fairly good job of getting this project done, and he felt working with Habitat was an awesome solution. He had faith in Habitat to get the project done. If the Council wanted to talk about it more, he was comfortable with that, but he could also vote for it right now.

Councilor Esterman agreed with Councilor Preedin, and he would move forward tonight, but if the Council wanted to move to the next meeting, he was comfortable with that choice.

Councilor Blum moved to approve the application with the conditions of approval recommended by Staff with additional amendments to be coordinated between the applicant and Staff at our next Meeting. The motion was not seconded.

Attorney Chrostek recommended that Council make a motion to carry over the public hearing and leave the record open until the June 10th meeting.

Councilor Blum made a motion to continue deliberations and leave the public hearing open and continue deliberations until Council reconvenes at 6:30 pm on June 10th. The motion was not seconded.

Councilor Blum made a motion to carry the entire public hearing over until June 10th. Council President Connolly seconded the motion. A roll call vote was taken. The motion carried 5-0.

Attorney Chrostek clarified because the land use proceeding was still in effect. You could not have contact with the applicant or anyone else without disclosing that at the next meeting.

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.

Director Bertagna explained the resolution detailed the findings for the direct procurement process with Aerations Industries. He reviewed we had an upset treatment plant this spring, and we partnered with regulators and suppliers and found the issue was that we did not have enough aeration in the pond. Staff knew after the past few months; we needed to address the issue. The existing aeration equipment had worked very well for the last 20 years, and now we needed to increase our aeration to provide additional treatment capacity for the next 20 years. To curtail the current problem, we were upgrading the aeration system and doubling the capacity. Any other type of aeration system would require significant infrastructure retrofitting to make it work.

Councilor Blum made 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. Councilor Preedin seconded the motion. A roll call vote was taken. The motion carried 5-0.

VII OTHER BUSINESS

A. Staff Comments

Councilor Preedin asked how confident was Staff the police cars would look like we wanted them. City Manager Misley replied the language in the agreement said the cars had to be mutually agreed upon in relation to the markings. He stated we need to get this right the first time; he was optimistic, but there was more work to do.

VIII MAYOR/COUNCILOR BUSINESS

Councilor Blum reviewed \$25,000 in grant funds would go out this week to 23 local businesses through the Oregon Community Foundation and Central Oregon Intergovernmental Council.

Councilor Preedin was optimistic about the future; he thought we were slowly getting back to normal. He was sad to see the cancellation of the Sisters Folk Festival. He said we were not out of the woods, but he thought we could all smile a little more.

Councilor Esterman stated he was going to start something new during his comments, he was looking at certain laws on the books, and he wanted to share one law this week. He shared the law stated a dead person could not be required to serve on a jury.

IX ADJOURN: 8:47 pm.

Kerry Prosser, City Recorder

Chuck Ryan, Mayor

PACKET: 03066 AP 6/24/2020 KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0907	AIRGAS USA, LLC					
I-9971432446		CHLORINE	83.76			
6/12/2020	AP-US	DUE: 6/12/2020 DISC: 6/12/2020		1099: N		
		CHLORINE		02 5-00-712	CHEMICALS	83.76
		=== VENDOR TOTALS ===	83.76			
=====						
01-1141	ANDERSON PERRY & ASSOCIATES, I					
I-68512		WA1904 WELL 4	14,196.05			
6/12/2020	AP-US	DUE: 6/12/2020 DISC: 6/12/2020		1099: Y		
		WA1904 WELL 4		11 5-00-906	CAPITAL OUTLAY	14,196.05
		=== VENDOR TOTALS ===	14,196.05			
=====						
01-0076	BEST IN THE WEST					
I-505		HEMLOCK BARK	380.00			
6/12/2020	AP-US	DUE: 6/12/2020 DISC: 6/12/2020		1099: N		
		HEMLOCK BARK		03 5-00-795	SUPPLIES	380.00
I-7023		HEMLOCK BARK	304.00			
6/12/2020	AP-US	DUE: 6/12/2020 DISC: 6/12/2020		1099: N		
		HEMLOCK BARK		03 5-00-795	SUPPLIES	304.00
		=== VENDOR TOTALS ===	684.00			
=====						
01-0716	BI-MART CORPORATION					
I-5869		FILTER, PAPER TOWELS	30.50			
6/12/2020	AP-US	DUE: 6/12/2020 DISC: 6/12/2020		1099: N		
		FILTER, PAPER TOWELS		05 5-00-795	SUPPLIES	30.50
		=== VENDOR TOTALS ===	30.50			
=====						
01-1179	CENTRAL OREGON MEDIA GROUP, LL					
I-05202386		SW1901 AERATOR IMP	175.01			
6/01/2020	AP-US	DUE: 6/01/2020 DISC: 6/01/2020		1099: N		
		SW1901 AERATOR IMP		05 5-00-906	CAPITAL OUTLAY	70.00
		SW1901 AERATOR IMP		10 5-00-906	CAPITAL OUTLAY	105.01
		=== VENDOR TOTALS ===	175.01			

pg 1 of 6

PACKET: 03066 AP 6/24/2020 KK
 VENDOR SET: 01 CITY OF SISTERS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0864		CODE PUBLISHING INC.				

I-66977		MUNICIPAL CODE UPDATE	1,767.45			
6/11/2020	AP-US	DUE: 6/11/2020 DISC: 6/11/2020		1099: N		
		MUNICIPAL CODE UPDATE		01 5-01-726	CONTRACTED SERVICES	1,767.45
		=== VENDOR TOTALS ===	1,767.45			
=====						
01-1178		CURTIS SAFE & LOCK, INC				

I-10552		DEADBOLTS INSTALLED	1,020.00			
6/01/2020	AP-US	DUE: 6/01/2020 DISC: 6/01/2020		1099: N		
		DEADBOLTS INSTALLED		01 5-05-786	PARK MAINTENANCE	1,020.00
		=== VENDOR TOTALS ===	1,020.00			
=====						
01-1001		EDGE ANALYTICAL, INC.				

I-20-17860		WATER SAMPLE	33.00			
6/05/2020	AP-US	DUE: 6/05/2020 DISC: 6/05/2020		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00

I-20-18801		WATER SAMPLE	33.00			
6/12/2020	AP-US	DUE: 6/12/2020 DISC: 6/12/2020		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00
		=== VENDOR TOTALS ===	66.00			
=====						
01-0879		ELAINE HOWARD CONSULTING, LLC				

I-8		URA CONSULTING	630.00			
6/15/2020	AP-US	DUE: 6/15/2020 DISC: 6/15/2020		1099: Y		
		URA CONSULTING		21 5-00-726	CONTRACTED SERVICES	630.00
		=== VENDOR TOTALS ===	630.00			
=====						
01-0028		FERGUSON ENTERPRISES, INC. #30				

I-0884615		MXU'S/METERS	4,326.48			
6/02/2020	AP-US	DUE: 6/02/2020 DISC: 6/02/2020		1099: N		
		MXU'S/METERS		02 5-00-788	METERS & PARTS	4,326.48
		=== VENDOR TOTALS ===	4,326.48			

pg 2 of 6

PACKET: 03066 AP 6/24/2020 KK

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0565		GSI WATER SOLUTIONS, INC.				
I-0283.004-104		WATER SERVICES	2,075.25			
6/07/2020	AP-US	DUE: 6/07/2020 DISC: 6/07/2020		1099: N		
		WATER SERVICES		02 5-00-726	CONTRACTED SERVICES	2,075.25
		=== VENDOR TOTALS ===	2,075.25			
=====						
01-0458		KNIFE RIVER				
I-2347746		ROCK	117.24			
6/10/2020	AP-US	DUE: 6/10/2020 DISC: 6/10/2020		1099: N		
		ROCK		03 5-00-749	STREET MAINTENANCE	117.24
I-2347747		ROCK	258.60			
6/10/2020	AP-US	DUE: 6/10/2020 DISC: 6/10/2020		1099: N		
		ROCK		03 5-00-749	STREET MAINTENANCE	258.60
		=== VENDOR TOTALS ===	375.84			
=====						
01-1180		MCDERMOTT FENCE & CONST INC.				
I-5950		G1901 TEMPORARY FENCE	498.00			
6/05/2020	AP-US	DUE: 6/05/2020 DISC: 6/05/2020		1099: N		
		G1901 TEMPORARY FENCE		01 5-05-906	CAPITAL OUTLAY	249.00
		G1901 TEMPORARY FENCE		12 5-00-906	CAPITAL OUTLAY	249.00
		=== VENDOR TOTALS ===	498.00			
=====						
01-0143		NORCO				
I-29389299		20#	21.70			
6/01/2020	AP-US	DUE: 6/01/2020 DISC: 6/01/2020		1099: N		
		20#		01 5-03-795	SUPPLIES	2.17
		20#		01 5-05-795	SUPPLIES	2.82
		20#		02 5-00-795	SUPPLIES	5.42
		20#		03 5-00-795	SUPPLIES	6.29
		20#		05 5-00-795	SUPPLIES	5.00
		=== VENDOR TOTALS ===	21.70			
=====						
01-1071		OFFICE DEPOT				
I-506443852001		THERMOMETER	69.99			
6/05/2020	AP-US	DUE: 6/05/2020 DISC: 6/05/2020		1099: N		
		THERMOMETER		01 5-01-714	OFFICE SUPPLIES	10.53
		THERMOMETER		01 5-02-714	OFFICE SUPPLIES	11.15
		THERMOMETER		01 5-03-795	SUPPLIES	1.39
		THERMOMETER		01 5-05-714	OFFICE SUPPLIES	6.30
		THERMOMETER		01 5-07-714	OFFICE SUPPLIES	17.49
		THERMOMETER		02 5-00-714	OFFICE SUPPLIES	9.80
		THERMOMETER		03 5-00-714	OFFICE SUPPLIES	5.58

Ag 3 of 6

PACKET: 03066 AP 6/24/2020 KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1071	OFFICE DEPOT	(** CONTINUED **)				
		THERMOMETER		05 5-00-714	OFFICE SUPPLIES	7.75
I-509874473001		COPY PAPER	110.11			
6/12/2020	AP-US	DUE: 6/12/2020 DISC: 6/12/2020		1099: N		
		COPY PAPER		01 5-01-721	COPIER/PRINTER	35.26
		COPY PAPER		01 5-02-721	COPIER/PRINTER	19.79
		COPY PAPER		01 5-05-721	COPIER/PRINTER	5.49
		COPY PAPER		01 5-07-721	COPIER/PRINTER	34.11
		COPY PAPER		02 5-00-721	COPIER/PRINTER	7.74
		COPY PAPER		05 5-00-721	COPIER/PRINTER	7.72
I-509874473001.1		LAMINATING POUCHES	32.88			
6/12/2020	AP-US	DUE: 6/12/2020 DISC: 6/12/2020		1099: N		
		LAMINATING POUCHES		01 5-01-714	OFFICE SUPPLIES	4.95
		LAMINATING POUCHES		01 5-02-714	OFFICE SUPPLIES	5.24
		LAMINATING POUCHES		01 5-03-795	SUPPLIES	0.65
		LAMINATING POUCHES		01 5-05-714	OFFICE SUPPLIES	2.96
		LAMINATING POUCHES		01 5-07-714	OFFICE SUPPLIES	8.22
		LAMINATING POUCHES		02 5-00-714	OFFICE SUPPLIES	4.60
		LAMINATING POUCHES		03 5-00-714	OFFICE SUPPLIES	2.62
		LAMINATING POUCHES		05 5-00-714	OFFICE SUPPLIES	3.64
		=== VENDOR TOTALS ===	212.98			
01-0144	RESERVE ACCOUNT					
I-06162020		RESERVE ACCOUNT POSTAGE	200.00			
6/16/2020	AP-US	DUE: 6/16/2020 DISC: 6/16/2020		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-INV48756		TELEPHONE JUNE 2020	907.00			
6/05/2020	AP-US	DUE: 6/05/2020 DISC: 6/05/2020		1099: N		
		TELEPHONE JUNE 2020		01 5-01-735	TELEPHONE	41.80
		TELEPHONE JUNE 2020		01 5-02-735	TELEPHONE	53.74
		TELEPHONE JUNE 2020		01 5-03-735	TELEPHONE	41.79
		TELEPHONE JUNE 2020		01 5-05-735	TELEPHONE	107.47
		TELEPHONE JUNE 2020		01 5-07-735	TELEPHONE	89.54
		TELEPHONE JUNE 2020		02 5-00-735	TELEPHONE	95.51
		TELEPHONE JUNE 2020		03 5-00-735	TELEPHONE	89.54
		TELEPHONE JUNE 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

pg 4 of 6

PACKET: 03066 AP 6/24/2020 KK
 VENDOR SET: 01 CITY OF SISTERS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0944		QUANTUM COMMUNICATION (** CONTINUED **)				
		SEWER		05 5-00-735	TELEPHONE	155.00
=== VENDOR TOTALS ===			907.00			
01-0866		SIGNS OF SISTERS				
I-06152020		PARK SIGNS	1,395.00			
6/15/2020	AP-US	DUE: 6/15/2020 DISC: 6/15/2020		1099: Y		
		PK1901 PARK SIGNS		01 5-05-906	CAPITAL OUTLAY	465.00
		PK1901 PARK SIGNS		12 5-00-906	CAPITAL OUTLAY	465.00
		CLEMENS PARK SIGNS		01 5-05-795	SUPPLIES	465.00
=== VENDOR TOTALS ===			1,395.00			
01-0039		SOLID WASTE				
I-897781		SEWER SCREENING	42.00			
6/01/2020	AP-US	DUE: 6/01/2020 DISC: 6/01/2020		1099: N		
		SEWER SCREENING		05 5-00-795	SUPPLIES	42.00
=== VENDOR TOTALS ===			42.00			
01-1018		THERMO FLUIDS, INC				
I-83296325		OIL REMOVAL	181.40			
6/01/2020	AP-US	DUE: 6/01/2020 DISC: 6/01/2020		1099: N		
		OIL REMOVAL		01 5-03-784	MAINTENANCE RECYCLE CENT	181.40
=== VENDOR TOTALS ===			181.40			
01-0416		THREE SISTERS IRRIGATION DISTR				
I-20-447		ANNUAL SURCHARGE 2020	1,280.13			
6/01/2020	AP-US	DUE: 6/01/2020 DISC: 6/01/2020		1099: N		
		ANNUAL SURCHARGE 2020		05 5-00-727	PERMITS & FEES	1,280.13
=== VENDOR TOTALS ===			1,280.13			
01-0043		WCP SOLUTIONS				
I-664174		TRASH BAGS	364.00			
6/08/2020	AP-US	DUE: 7/25/2020 DISC: 6/18/2020	3.64CR	1099: N		
		TRASH BAGS		01 5-05-795	SUPPLIES	364.00
I-664276		TOILET PAPER	998.00			
6/08/2020	AP-US	DUE: 7/25/2020 DISC: 6/18/2020	9.98CR	1099: N		
		TOILET PAPER		01 5-05-795	SUPPLIES	998.00

pg 5 of 6

PACKET: 03066 AP 6/24/2020 KK

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-0043	WCP SOLUTIONS	(** CONTINUED **)					
I-664643		HAND SOAP	239.60				
6/11/2020	AP-US	DUE: 7/25/2020 DISC: 6/21/2020	2.40CR	1099: N			
		HAND SOAP		01 5-05-795	SUPPLIES		239.60
		=== VENDOR TOTALS ===	1,601.60				
01-0941	WILCO						
I-215671		WEED CONTROL	439.95				
6/01/2020	AP-US	DUE: 6/01/2020 DISC: 6/01/2020		1099: Y			
		WEED CONTROL		01 5-05-795	SUPPLIES		439.95
I-268204		WATER SOFTNER	388.40				
6/01/2020	AP-US	DUE: 6/01/2020 DISC: 6/01/2020		1099: Y			
		WATER SOFTNER		02 5-00-775	LABORATORY FEES		388.40
		=== VENDOR TOTALS ===	828.35				
01-0225	X-PRESS PRINTING						
I-99315		WA1904 BID DOCUMENTS	76.50				
6/12/2020	AP-US	DUE: 6/12/2020 DISC: 6/12/2020		1099: N			
		WA1904 BID DOCUMENTS		11 5-00-906	CAPITAL OUTLAY		76.50
I-99326		PW STANDARDS SPEC BOOKS	237.81				
6/12/2020	AP-US	DUE: 6/12/2020 DISC: 6/12/2020		1099: N			
		PW STANDARDS SPEC BOOKS		01 5-03-721	COPIER/PRINTER		23.78
		PW STANDARDS SPEC BOOKS		01 5-05-721	COPIER/PRINTER		30.92
		PW STANDARDS SPEC BOOKS		02 5-00-721	COPIER/PRINTER		59.45
		PW STANDARDS SPEC BOOKS		03 5-00-721	COPIER/PRINTER		68.97
		PW STANDARDS SPEC BOOKS		05 5-00-721	COPIER/PRINTER		54.69
I-99428		PW STANDARDS SPEC BOOK	95.66				
6/12/2020	AP-US	DUE: 6/12/2020 DISC: 6/12/2020		1099: N			
		PW STANDARDS SPEC BOOK		01 5-03-721	COPIER/PRINTER		9.56
		PW STANDARDS SPEC BOOK		01 5-05-721	COPIER/PRINTER		12.44
		PW STANDARDS SPEC BOOK		02 5-00-721	COPIER/PRINTER		23.91
		PW STANDARDS SPEC BOOK		03 5-00-721	COPIER/PRINTER		27.74
		PW STANDARDS SPEC BOOK		05 5-00-721	COPIER/PRINTER		22.01
		=== VENDOR TOTALS ===	409.97				
		=== PACKET TOTALS ===	33,008.47				

pg 6 of 6

PACKET: 03067 SM AP 6/24/2020

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0050		DESCHUTES COUNTY TREASURER				
I-06162020		RECORDING FEES	750.00			
6/16/2020	AP-US	DUE: 6/16/2020 DISC: 6/16/2020		1099: N		
		RECORDING FEES		01 5-01-716	RECORDING FEES	750.00
		=== VENDOR TOTALS ===	750.00			
		=== PACKET TOTALS ===	750.00			

pg 1 of 1

RESOLUTION NO. 2020-11

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

WHEREAS, the City of Sisters elects the following:

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

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

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

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

2. Other Volunteers

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

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

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

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

Adopted by the City of Sisters and Sisters City Council this 24th day of June, 2020.

Chuck Ryan, Mayor

Attest:

Kerry Prosser, City Recorder

RESOLUTION NO. 2020-12

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

WHEREAS, ORS 221.760 provides as follows:

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

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

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

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

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

Adopted by the City Council and signed by the Mayor this 24th day of June, 2020.

Chuck Ryan, Mayor

ATTEST:

Kerry Prosser, City Recorder

RESOLUTION NO. 2020-13

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

WHEREAS, the City of Sisters elects the following:

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

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

	Grade	STEPS														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
CITY MANAGER	33	38.62	39.78	40.97	42.20	43.47	44.77	46.12	47.50	48.93	50.39	51.90	53.46	55.07	56.72	58.42
PUBLIC WORKS DIRECTOR	30	32.72	33.70	34.72	35.76	36.83	37.93	39.07	40.24	41.45	42.70	43.98	45.30	46.65	48.05	49.50
COMMUNITY DEV DIRECTOR	30	32.72	33.70	34.72	35.76	36.83	37.93	39.07	40.24	41.45	42.70	43.98	45.30	46.65	48.05	49.50
FINANCE DIRECTOR	30	32.72	33.70	34.72	35.76	36.83	37.93	39.07	40.24	41.45	42.70	43.98	45.30	46.65	48.05	49.50
PRINCIPAL PLANNER	28	30.36	31.27	32.21	33.18	34.17	35.20	36.25	37.34	38.46	39.61	40.80	42.03	43.29	44.59	45.92
CITY RECORDER/ASST TO THE CM	26	26.63	27.43	28.26	29.10	29.98	30.88	31.80	32.76	33.74	34.75	35.79	36.87	37.97	39.11	40.29
PROJECT COORINATOR	26	26.63	27.43	28.26	29.10	29.98	30.88	31.80	32.76	33.74	34.75	35.79	36.87	37.97	39.11	40.29
PARKS & PUBLIC EVENT COOR.	26	26.63	27.43	28.26	29.10	29.98	30.88	31.80	32.76	33.74	34.75	35.79	36.87	37.97	39.11	40.29
MAINTENANCE SUPV	24	23.42	24.12	24.84	25.59	26.36	27.15	27.96	28.80	29.66	30.55	31.47	32.42	33.39	34.39	35.42
STAFF ACCOUNTANT	23	22.23	22.90	23.58	24.29	25.02	25.77	26.54	27.34	28.16	29.01	29.88	30.77	31.69	32.65	33.62
PLANNING TECH II	21	20.04	20.64	21.26	21.90	22.56	23.23	23.93	24.65	25.39	26.15	26.93	27.74	28.57	29.43	30.31
UT TECH II	20	19.15	19.72	20.32	20.92	21.55	22.20	22.87	23.55	24.26	24.99	25.73	26.51	27.30	28.12	28.96
UT TECH I	17	16.77	17.28	17.80	18.33	18.88	19.45	20.03	20.63	21.25	21.89	22.54	23.22	23.92	24.63	25.37
ADMINISTRATIVE ASST	16	16.07	16.55	17.05	17.56	18.08	18.63	19.19	19.76	20.35	20.96	21.59	22.24	22.91	23.60	24.30
UT ASSISTANT	12	13.57	13.98	14.40	14.83	15.28	15.74	16.21	16.69	17.19	17.71	18.24	18.79	19.35	19.93	20.53

SECTION THREE: This schedule will be effective as of July 1, 2020.

ADOPTED by the City Council of Sisters and APPROVED by the Mayor this 24th day of June, 2020.

Chuck Ryan, Mayor

Attest:

Kerry Prosser, City Recorder



Agenda Item Summary

Meeting Date: June 24, 2020

Staff: Cory Misley

Type: Regular Meeting

Dept: CMO

Subject: COIC Contract for Sisters Country Vision Implementation Team (VIT)
Facilitation

Action Requested:

Discussion and Approval of Agreement between the City of Sisters and Central Oregon Intergovernmental Council (COIC) for VIT Facilitation

Summary Points:

This time last year, the City and COIC entered into a one-year agreement for facilitation of the first-ever VIT to continue progress of the Sisters Country Vision. The lead from COIC was Janel Ruehl who did a wonderful job supporting the VIT creation and as it evolved over the first-year (including managing through COVID-19). Year two will continue her in that role, as well as refining the VIT operations and adding more capacity to support projects through the RARE AmeriCorps placement.

Based on the first-year, several key changes are proposed heading into year two. Schedule 1.1 and 1.2 outline the key changes for this agreement versus last year. This agreement is still a one-year term and not-to-exceed \$20,000.

These changes and strategy were vetted by the VIT last week on Monday, June 15, and they are supportive. Mayor Ryan, Janel, and I are happy to discuss these changes in more detail.

Financial Impact: In the FY 2020/21 budget, staff budgeted \$20,000 for this agreement and related services.

Attachments: Agreement between City of Sisters and Central Oregon Intergovernmental Council

INTERGOVERNMENTAL AGREEMENT – SISTERS VISION IMPLEMENTATION

This Intergovernmental Agreement – Sisters Vision Implementation (this “Agreement”) is dated June 24, 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 Central Oregon Intergovernmental Council (“COIC”), an ORS Chapter 190 organization, whose address is 334 NE Hawthorne Ave., Bend, Oregon 97701.

RECITALS:

A. City desires to contract with COIC to perform certain facilitation and implementation services concerning the Sisters Country Horizons visioning project. COIC will perform the Services (as defined below) for and on behalf of City in accordance with, and subject to, the terms and conditions contained in this Agreement.

B. This Agreement is made by the parties pursuant to ORS 190.010, which statute provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform.

AGREEMENT:

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

1. Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, COIC will perform the following services for and on behalf of City (collectively, the “Services”): (a) those services described in the attached Schedule 1.1; (b) all other necessary or appropriate services customarily provided by COIC in connection with its performance of those services described in the attached Schedule 1.1; and (c) such other related services requested by City from time to time. COIC will (x) consult with and advise City on all matters concerning the Services reasonably requested by City, (y) communicate all matters and information concerning the Services to City’s city manager (or his or her designee) and perform the Services under the general direction of the city manager (or his or her designee), and (z) devote such time and attention to the performance of the Services as necessary or appropriate to timely and properly perform the Services in accordance with this Agreement. COIC acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by COIC under this Agreement.

1.2 Schedule of Services; Conditions Precedent. The Services will be completed expeditiously, in a timely manner, and in accordance with the schedule of services provided on the attached Schedule 1.2. COIC and City will routinely consult with each other to ensure effective and efficient provision of the Services and minimize expense.

1.3 Condition Precedent. Notwithstanding anything contained in this Agreement to the contrary, City’s performance of its obligations under this Agreement is conditioned on COIC’s

performance of its obligations under this Agreement, including, without limitation, those COIC obligations described under Section 4.4.

2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of COIC's timely performance of the Services in accordance with this Agreement, City will pay COIC for the Services at a rate not to exceed \$110. per hour; provided, however, COIC will exercise efforts to subsidize COIC's hourly rate with additional resources (e.g., grants). COIC will submit monthly invoices to City concerning the Services performed by COIC during the immediately preceding month (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by COIC (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City's payment will be accepted by COIC as full compensation for performing the subject Services. Notwithstanding anything contained in this Agreement to the contrary, total compensation payable by City under this Agreement for the performance of the Services will not exceed \$20,000.00 (including any costs incurred for supplies for the Community Event (as defined below)).

2.2 No Benefits; No Reimbursement. City will not provide any benefits to COIC, and COIC will be solely responsible for obtaining COIC's own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. COIC will provide, at COIC's cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services. Except for the costs incurred by COIC for supplies for the Community Event, City will not reimburse COIC for any expenses incurred by COIC to perform the Services and/or in connection with this Agreement.

3. Relationship.

3.1 Independent Contractor. COIC is an independent contractor of City. COIC is not an employee of City. COIC will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and COIC and does not establish a joint venture or partnership between City and COIC. COIC does not have the authority to bind City or represent to any person that COIC is an agent of City. COIC has the authority to hire other persons to assist COIC in performing the Services (and has the authority to fire such persons).

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

4. Representations; Warranties; Covenants.

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

4.1 Authority; Binding Obligation; No Conflicts. COIC is duly organized, validly existing, and in good standing under applicable Oregon laws. COIC has full power and authority to sign and deliver this Agreement and to perform all COIC's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of COIC, enforceable against COIC in accordance with its terms. The signing and delivery of this Agreement by COIC and the performance by COIC of all COIC's obligations under this Agreement will not (a) breach any agreement to which COIC is a party, or give any person the right to accelerate any obligation of COIC, (b) violate any law, judgment, or order to which COIC is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Quality of Services. COIC will perform the Services to the best of COIC's ability, diligently and without delay, in good faith, in a professional manner, and in accordance with this Agreement. The Services will be performed in accordance with the Laws (as defined below). COIC will be solely responsible for the Services. COIC will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by COIC will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, COIC will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to COIC's performance of its obligations under this Agreement (including, without limitation, damages as a result of death or injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by COIC in connection with COIC's performance of the Services with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. If required by Oregon law, COIC will obtain and maintain workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance COIC is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. COIC's insurance will be primary and any insurance carried by City will be excess and noncontributing. COIC will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements COIC is required to obtain under this Agreement upon COIC's execution of this Agreement and at any other time requested by City. If COIC fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by COIC immediately upon City's demand.

4.4 Compliance With Laws. COIC will comply and perform the Services in accordance with the Laws. Prior to the Effective Date, COIC obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from City. 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 COIC, this Agreement, and/or the 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, and/or promulgated.

4.5 Indemnification. COIC releases and will defend, indemnify, and hold City and each present and future City employee, officer, agent, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) damage, injury, and/or death to person or property caused by COIC's acts and/or omissions (and/or the acts and/or omissions of COIC's directors, officers, employees, agents, representatives, consultants, and/or COICs); (b) COIC's failure to pay any tax arising out of or resulting from performance of the Services; and/or (c) COIC's breach and/or failure to perform any COIC representation, warranty, covenant, and/or obligation contained in this Agreement. COIC's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Work Product. Notwithstanding anything contained in this Agreement to the contrary, all studies, reports, data, documents, plans, designs, and all other materials produced, prepared, developed, and/or generated by COIC under this Agreement (and all copies of the aforementioned) (collectively, "Work Product") is and will remain City's sole and exclusive property. COIC will sign all instruments and documents and take all actions that City deems necessary to perfect, protect, and evidence City's ownership rights in the Work Product. COIC will defend all suits or claims for infringement of patent, trademark, and/or copyright for which COIC is responsible (including, without limitation, any claims which may be brought against City), and COIC will be liable to City for all losses arising therefrom, including costs, expenses, and attorney fees.

4.7 Records. COIC will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the expiration or earlier termination of this Agreement. COIC's records will be maintained in accordance with sound accounting practices. COIC's records concerning the Services, including, without limitation, COIC's time and billing records, will be made available to City for inspection, copying, and/or audit within ten (10) days after City's request.

5. Term; Termination.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until the completion of the Services (which in no event will be later than June 30, 2021), unless sooner terminated as provided in this Agreement. This Agreement may be extended by the parties' mutual written agreement.

5.2 Termination by Mutual Agreement or Prior Notice. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and COIC, and/or (b) by either party for convenience and without cause by providing the other party thirty (30) days' prior written notice of such termination.

5.3 Termination For Cause. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to COIC upon the happening of any of the following events: (a) COIC engages in any form of dishonesty or conduct that reflects adversely on the reputation or operations of City; (b) COIC fails to comply with the Laws, including, without limitation, any applicable law related to COIC's independent contractor relationship with City; (c) problems occur in connection with the performance of the Services; and/or (d) COIC breaches and/or

otherwise fails to perform any COIC representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in City's sole discretion.

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

5.5 Remedies. If a party breaches and/or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. COIC will not assign any of COIC's rights and/or obligations under this Agreement to any person. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party. 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").

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and COIC will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 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 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.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to COIC's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and COIC. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all other oral or written negotiations, discussions, representations, and/or agreements. COIC has not relied on any City promises, statements, representations, and/or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party. The law firm of Bryant, Lovlien & Jarvis, P.C. has been employed by City to prepare this Agreement and such attorneys represent only City this matter. COIC has employed its own independent legal counsel to assist in COIC's review and negotiation of this Agreement (and any document referenced herein).

[end of agreement – signature page follows]

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

COIC:

Central Oregon Intergovernmental Council.
an Oregon intergovernmental entity formed
under ORS Chapter 190

By: Cory Misley
Its: City Manager

By:
Its:

Date: _____

Date: _____

Schedule 1.1
Description of Services

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

1. Project Management

COIC will provide overall project management support to the City, potentially including but not limited to: resource development, strategic planning, data tracking and report generation, and fiscal administration of select grant funds. If requested by the Vision Implementation Team (“VIT”) Executive Committee, COIC may extend these services to project subcommittees, working groups, or partners.

2. Facilitation

COIC will facilitate meetings of the VIT. Meetings will be no more than two (2) hours in length. A minimum of six (6) meetings will be held per year. COIC will also manage internal communications with team members, coordinate meeting logistics, and create meeting agendas and materials. The VIT will consist of 15-20 members representing the primary lead partners and select community members, as specified in the VIT Charter.

3. Communications and Outreach Coordination

On behalf of the VIT, COIC will create press releases, news articles, progress reports, infographics, and other communications materials. The VIT Executive Committee will collaborate with COIC to design a communication strategy for the VIT. COIC will serve as the first point of contact for media inquiries about vision implementation progress.

4. Event Coordination

COIC may coordinate events or collaborate with the organizers of existing events to increase public visibility of the vision project and the work of VIT members and their partners.

5. Supervision and Training

COIC will assist with supervision and training of the City’s RARE placement. The RARE intern will in turn support COIC with communications, event coordination, note-taking at VIT meetings, and other tasks as requested by COIC or the VIT Executive Committee.

6. Website Management

During the term of this Agreement, COIC will maintain and update the existing *Sisters Country Vision* website, www.sistersvision.org. If requested by the VIT, COIC will support the development of a new iteration of this website, such as the Community Website Project. COIC will be supported by the City of Sisters’ RARE member, who will also be responsible for maintaining any vision project social media accounts.

Under the terms of this agreement, the City will provide:

1. COIC Oversight and Accountability

The City will support the establishment of a VIT Executive Committee, who will be responsible for direct oversight of COIC's performance and scope of work. The City will appoint one representative to serve on the Executive Committee. The City will direct all requests for additions or changes to COIC's scope of work to the Executive Committee for review.

2. Staff Support

In anticipation of a successful application to the RARE Program, the City will provide staff support to COIC via the RARE intern for a total of 11 months, or the RARE intern's entire length of service (whichever is greater). The RARE intern's hours allocated for vision project support will not exceed 50% of total hours, and will not be less than 25% of total hours at any time. The City will serve as the RARE intern's official site supervisor, and is responsible for all RARE Program-related supervisor duties. The City may request assistance from COIC with supervision or training, but may not request that COIC assume responsibility for any RARE-related paperwork or reporting on the City's behalf.

Under the terms of this agreement, the VIT Executive Committee will provide:

1. COIC Oversight and Accountability

Once formed, The VIT Executive Team will assume responsibility for direct oversight of COIC's contract, performance evaluation, and work plan. The Executive Committee will review and approve meeting agendas and any purchases above \$500. The Executive Committee will also collaborate with COIC to develop a VIT communications strategy. The Executive Committee will meet no less than 4 times per year, and will be comprised of one (1) City representative, and not less than two (2) other VIT members.

Under the terms of this agreement, the RARE intern will provide:

1. COIC Staff Support

At a minimum, the City's RARE intern will support COIC by taking notes at all VIT meetings, managing all vision-related social media accounts, assisting with website updates, and assisting with event coordination. COIC and the VIT Executive Committee may request additional duties of the RARE, as long as total requests do not exceed 50% of the RARE intern's total available hours.

2. VIT Members and Project Partner Support

The RARE intern's primary scope of work will focus on supporting VIT member organizations and project partners, and serving as a local "face of the vision" in Sisters Country. They will attend community meetings, working groups, subcommittees, etc. and regularly share information with COIC via bi-weekly check-in meetings. The RARE intern will especially focus on supporting VIT Strategy Leads to accurately and efficiently track vision progress and provide updates at VIT meetings.

Schedule 1.2
Schedule of Services

Subject to the terms and conditions contained in this Agreement, COIC will perform the Services in accordance with the following schedule:

Quarter	# of Meetings	Goals & Objectives
1 July-Sept	2	<ul style="list-style-type: none"> • New VIT Roster finalized • VIT Charter updated & signed by all members • Develop and adopt VIT 1-year work plan • Publish/distribute public Progress Updates (infographics, articles, PR, etc.) • 2019/20 Community Event (<i>timing TBD, dependent on COVID re-opening restrictions</i>) • Establish Executive Committee • RARE intern onboarding • Ongoing project management, website updates, and public communications (monthly Nugget article, event calendar, etc.)
2 Oct – Dec	1	<ul style="list-style-type: none"> • Strategy Lead Progress Update • Troubleshooting & Roundtable • Executive Committee: develop Communications Strategy • Ongoing project management, website updates, and public communications
3 Jan – March	2	<ul style="list-style-type: none"> • Strategy Lead Progress Update • Troubleshooting & Roundtable • Executive Committee: COIC 6-month performance review (<i>January</i>) • Ongoing project management, website updates, and public communications
4 April – June	1-2	<ul style="list-style-type: none"> • Strategy Lead Progress Update • Troubleshooting & Roundtable • Executive Committee: COIC 1-year performance review (<i>June</i>) • 2020/21 Annual Report, Vision Progress Update • 2020/21 Community Event • Ongoing project management, website updates, and public communications



CITY COUNCIL
Agenda Item Summary

Meeting Date: June 24, 2020

Staff: K. Prosser

Type: Regular Meeting

Dept: CMO

Subject: OLCC Permit

Action Requested: Issue a Neutral Recommendation on the OLCC Application from Sisters Supper Club, LLC for a Full On-Premises, For-Profit Private Club Liquor License.

Summary Points:

On May 15th, the City received an OLCC application from Sisters Supper Club, LLC. for a full on-premises for profit private club Liquor License.

Currently the applicant has not received approval from the planning department for the stated use and does not have a current business license. While the applicant works through the planning process, the City of Sisters can issue a neutral recommendation and submit a letter to OLCC explaining why the City cannot approve the liquor license at this time.

Local governing bodies have 45 days from the day the OLCC application is received to make a recommendation on the application. Staff recommends Council issue a neutral recommendation on this application.

Financial Impact: None

Attachments: Draft Letter to OLCC
Sisters Supper Club OLCC Application



CITY OF SISTERS

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

COMMUNITY DEVELOPMENT DEPARTMENT

June 24, 2020

Oregon Liquor Control Commission
9079 SE McLoughlin Blvd
Portland, OR 97222-7355

Re: Neutral Response – OLCC Full On-Premises Liquor License for Sisters Supper Club

To Whom It May Concern,

The City of Sisters Community Development Department reviewed a Full On-Premises Liquor License for Sisters Supper Club, LLC.

- The organization would be designated as a private club.
- Hours of operation would be 5-9 pm, 7 days a week.
- Live music on Friday and Saturday from 6-9 pm.
- Occupancy of 30 total seats (20 restaurant, 10 lounge).

Staff is awaiting additional information from the applicant as the above characteristics may not be consistent with the underlying land use approval per SP 17-04. Until further information is received, staff is providing a neutral response.

If you have any questions, please feel free to call me at (541) 323-5208 or email me at nmardell@ci.sisters.or.us.

Sincerely,

Nicole Mardell
Principal Planner

OLCC Application Checklist

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



New or Change of Ownership

Applicant SISTERS Supper Club

	Date	Initial
• Application Received with OLCC Date Stamp	<u>5/15</u>	<u>[Signature]</u>
• Reviewed by Community Development Department	_____	_____
• Reviewed for Current Business License	_____	_____
• Sent to Sheriff for Background Check	<u>5/21</u>	<u>[Signature]</u>
• Returned from Sheriff	<u>6/8</u>	<u>[Signature]</u>
• Scheduled to City Council Meeting	<u>6/24</u>	_____
• Fee paid, Application Returned	_____	_____

-
- ✓ The City has up to 45 days to grant or deny the application.
 - ✓ The application will not be scheduled for a City Council meeting until it has been returned from the Deschutes County Sheriff.
 - ✓ City Council Meetings are held on the 2nd and 4th Wednesdays of every month.
 - ✓ All new or change of ownership applicant will be charged a \$25 fee.



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

1. Application. Do not include any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1st Location	Date application received and/or date stamp: CITY OF SISTERS
<input type="checkbox"/> Brewery 2nd Location	MAY 15 2020
<input type="checkbox"/> Brewery 3rd Location	Name of City or County: RECEIVED
<input type="checkbox"/> Brewery-Public House 1st Location	<u>CITY OF SISTERS</u>
<input type="checkbox"/> Brewery-Public House 2nd Location	Recommends this license be:
<input type="checkbox"/> Brewery-Public House 3rd Location	<input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input type="checkbox"/> Distillery	By: _____
<input type="checkbox"/> Full On-Premises, Commercial	Date: _____
<input type="checkbox"/> Full On-Premises, Caterer	
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	
<input checked="" type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	
<input type="checkbox"/> Grower Sales Privilege 1st Location	
<input type="checkbox"/> Grower Sales Privilege 2nd Location	
<input type="checkbox"/> Grower Sales Privilege 3rd Location	
<input type="checkbox"/> Limited On-Premises	OLCC USE ONLY
<input type="checkbox"/> Off-Premises	Date application received:
<input type="checkbox"/> Off-Premises with Fuel Pumps	<u>4/22/2020</u>
<input type="checkbox"/> Warehouse	By: <u>W. Atner</u>
<input type="checkbox"/> Wholesale Malt Beverage & Wine	License Action(s): <u>N/O</u>
<input type="checkbox"/> Winery 1st Location	
<input type="checkbox"/> Winery 2nd Location	
<input type="checkbox"/> Winery 3rd Location	
<input type="checkbox"/> Winery 4th Location	
<input type="checkbox"/> Winery 5th Location	

* Acknowledged Paul H. Cannon
CAPT. PAUL GARRISON
Deschutes County Sheriff's Office

2. Identify the applicant(s) applying for the license(s). ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license(s):

STEPHEN KING (Applicant #1) DAVID FOUVELL (Applicant #2)

SISTERS SUPPER CLUB LLC (Applicant #3) per applicant 4/22/20 (Applicant #4)

RECEIVED
APR 22 2020

3. Trade Name of the Business (Name Customers Will See)		Oregon Liquor Control Commission Bend, Oregon
SISTERS SUPPER CLUB		
4. Business Address (Number and Street Address of the Location that will have the liquor license)		
251 SUN RANCH DR		
City	County	Zip Code
SISTERS	DESCHUTES	97759



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See) SISTERS SUPPER CLUB			
6. Does the business address currently have an OLCC liquor license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
7. Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your mail) PO BOX 2265			
City SISTERS	State OR	Zip Code 97759	
9. Phone Number of the Business Location 541 678 1135		10. Email Contact for this Application m ...	
11. Contact Person for this Application STEPHEN KING		Phone Number 541 678 1135	
Contact Person's Mailing Address (if different) PO BOX 2265	City SISTERS	State OR	Zip Code 97759

Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.

I attest that all answers on all forms, documents, and information provided to the OLCC are true and complete.

Applicant Signature(s)

- Each individual person listed as an applicant must sign the application.
- If an applicant is an entity, such as a corporation or LLC, at least one person who is authorized to sign for the entity must sign the application.
- A person with the authority to sign on behalf of the applicant (such as the applicant's attorney or a person with power of attorney) may sign the application. If a person other than an applicant signs the application, please provide proof of signature authority.

(Applicant#1)

(Applicant#2)

(Applicant#3)

(Applicant#4)

OREGON LIQUOR CONTROL COMMISSION
LIMITED LIABILITY COMPANY QUESTIONNAIRE



1633942-90 Exp 1/17/21

Please Print or Type

LLC Name: SISTERS SUPPER CLUB LLC Year Filed: 2020 ✓

Trade Name (dba): SISTERS SUPPER CLUB

Business Location Address: 251 SUN RANCH DRIVE

City: SISTERS ZIP Code: 97759

List Members of LLC:

Percentage of Membership Interest:

1. STEPHEN KING
(managing member)

2. _____
(members)

3. _____

4. _____

5. _____

6. _____

(Note: If any LLC member is another legal entity, that entity must also complete an LLC, Limited Partnership or Corporation Questionnaire. If the LLC has officers, please list them on a separate sheet of paper with their titles.)

Server Education Designee: DAVID TOWELL DOB: 2/2/77

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Signature: [Signature] (name) _____ (title) _____ Date: 2/20/20



OREGON LIQUOR CONTROL COMMISSION
INDIVIDUAL HISTORY FORM

1. Name: (LAST) KING (FIRST) STEPHEN (MIDDLE) JOHN

2. Other Names Used (Maiden, Etc.):

3. Do you have a Social Security Number (SSN) issued by the U.S. Social Security Administration?
 Yes No If yes, please provide your SSN: _____

SOCIAL SECURITY NUMBER DISCLOSURE: As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). If you are an applicant or licensee and fail to provide your SSN, the OLCC may refuse to process your application. Your SSN will be used only for child support enforcement purposes unless you indicate below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)).

Do you voluntarily consent to the OLCC's use of your SSN as just described? Yes No

4. Date of Birth (MM/DD/YYYY): _____ Contact Phone: 541 678

6. Driver License or State ID #: _____ 7. State: OR

8. Residence Address: 15185 WINDISOTRY, OR 97559

9. Mailing Address (if different): PO Box 2265, SISTEN OR 97759

10. E-Mail (optional): myth.king@gmail.com

11. Do you have a spouse or domestic partner? Yes No
 If yes, list his/her full name: JENNIFER RUTH KING

12. If yes to #11, will this person be involved in the management of, or have control over the business?
 No Yes

13. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of driving a car with a suspended driver license or driving a car with no insurance?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

14. In the past 10 years, have you been **convicted** ("convicted" includes paying a fine) in Oregon or another U.S. state of a **FELONY**?
 No Yes (Please include explanation below) Unsure (Please include explanation below)

15. Have you ever been in a drug or alcohol **diversion program** in Oregon or another U.S. state? A diversion program is where you are required, usually by the court or another government agency, to complete certain requirements in place of being convicted of a drug or alcohol-related offense.
 No Yes (Please include explanation below) Unsure (Please include explanation below)
I WAS ARRESTED OUT OF A BAR... PLEASE
EXEMPLE

16. Do you, or any legal entity that you are a part of, currently hold or have previously held a liquor license or a recreational marijuana license in Oregon or another U.S. state? (Note: alcohol service permits and marijuana worker permits are not liquor licenses).

No Yes (Please include explanation below) Unsure (Please include explanation below)

COTTONWOOD, SYSTEMS

17. Have you, or any legal entity that you are a part of, ever had an application for a license, permit, or certificate denied or cancelled by the OLCC or any other governmental agency in the U.S.?

No Yes (Please include explanation below) Unsure (Please include explanation below)

COTTONWOOD, SYSTEMS

18. Are you applying for a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No Please skip questions 19 & 20. Go directly to question 21.
 Yes Please answer questions 19, 20, and 21.

19. Do you or will you have any ownership interest in a business that manufactures, wholesales, or distributes alcohol in Oregon or another U.S. state?

No Yes (Please include explanation below) Unsure (Please include explanation below)

20. Does or will an alcohol manufacturer, wholesaler, or distributor in Oregon or another U.S. state have any ownership interest in your business?

No Yes (Please include explanation below) Unsure (Please include explanation below)

21. Do you currently have, or will you have, any ownership interest in any business in Oregon with a Full On-Premises, Limited On-Premises, Off-Premises, or Brewery-Public House license?

No Yes (Please include explanation below) Unsure (Please include explanation below)

COTTONWOOD SYSTEMS

You must sign your own form. Another person, like your attorney or a person with power of attorney, may not sign your form. I affirm that my answers are true and complete. I understand the OLCC will use the above information to check my records, including but not limited to, criminal history. I understand that if my answers are not true and complete, the OLCC may deny my license application.

Name: (LAST)	(FIRST)	(MIDDLE)
KING	STEPHEN	JOHN
Signature: 		Date: 2/20/20



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type

SISTERS SUPPER CLUB LLC

Applicant Name: STEPHEN KING

Phone: 541 678 1835

Trade Name (dba): SISTERS SUPPER CLUB

Business Location Address: 251 SUN RANCH DRIVE

City: SISTERS

ZIP Code: 97759

DAYS AND HOURS OF OPERATION

Business Hours:

Handwritten business hours: Sunday 5 to 9, Monday to, Tuesday to, Wednesday to, Thursday to, Friday to, Saturday to

Outdoor Area Hours:

Blank outdoor area hours table with days of the week and time slots.

The outdoor area is used for:

- Food service
Alcohol service
Enclosed, how

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain:

ENTERTAINMENT

Check all that apply:

- Live Music (checked)
Recorded Music (checked)
DJ Music
Dancing
Nude Entertainers
Karaoke
Coin-operated Games
Video Lottery Machines
Social Gaming
Pool Tables
Other:

DAYS & HOURS OF LIVE OR DJ MUSIC

Handwritten live or DJ music hours: Friday 6 to 9, Saturday 6 to 9

SEATING COUNT

Restaurant: 20
Lounge: 10
Banquet:
Outdoor:
Other (explain):
Total Seating: 30

OLCC USE ONLY
Investigator Verified Seating: (Y) (N)
Investigator Initials:
Date:

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature]

Date: 2/20/20



CITY COUNCIL
Agenda Item Summary

Meeting Date: June 24, 2020

Staff: Joseph O'Neill

Type: Regular Meeting

Dept: Finance

Subject: FY 2020/21 Budget Adoption & Levying Taxes

Action Requested: Conduct a public hearing and consider the approval of Resolution No. 2020-14: A RESOLUTION ADOPTING THE FISCAL YEAR 2020/21 BUDGET, APPROPRIATING FUNDS, APPROVING A TAX LEVY AND DIRECTING STAFF TO FILE THE BUDGET WITH THE COUNTY CLERK.

Background:

On June 1 and June 2, 2020 the Sisters Budget Committee held meetings to review the City's fiscal year 2020/21 budget. The Budget Committee approved the proposed budget with no changes.

The resolution includes adopting the City of Sisters tax rate for FY 2020/21. As approved by the Budget Committee, the elected rate is \$2.6417 per \$1,000 of assessed value.

Financial Impact:

Authorize appropriations of \$18,000,113 for fiscal year 2020/21.

Attachment(s):

Resolution No. 2020-14

RESOLUTION 2020-14

A RESOLUTION ADOPTING THE FISCAL YEAR 2020/21 BUDGET, APPROPRIATING FUNDS, APPROVING A TAX LEVY AND DIRECTING STAFF TO FILE THE BUDGET WITH THE COUNTY CLERK.

ADOPTING THE BUDGET

BE IT RESOLVED that the City Council of the City of Sisters hereby adopts the budget for fiscal year 2020/21 in the total amount of \$18,000,113*. This budget is now on file at 520 E. Cascade Ave., in Sisters, Oregon.

MAKING APPROPRIATIONS

BE IT RESOLVED that the amounts shown below are hereby appropriated for the fiscal year beginning July 1, 2020 for the following purposes:

General Fund

Council-Manager.....	\$ 387,491
Finance & Administration	228,147
Maintenance	137,852
Tourism	253,658
Parks.....	365,586
Police.....	726,200
Community Development.....	558,072
Capital Outlay.....	63,750
Operating Contingency	459,584
Transfers	23,600
Total	\$ 3,304,440

Water Fund

Personnel Services	\$ 340,833
Materials & Services	285,521
Capital Outlay.....	170,800
Transfers	8,900
Debt Service	657
Operating Contingency	104,392
Total	\$ 911,103

Street Fund

Personnel Services	\$ 345,772
Materials & Services	406,021
Capital Outlay.....	291,750
Transfers	7,400
Debt Service	1,059
Operating Contingency	125,298
Total	\$ 1,177,300

Sewer Fund

Personnel Services	\$ 310,183
Materials & Services	331,106
Capital Outlay.....	291,850
Debt Service	334,218
Transfers	12,600
Operating Contingency	<u>106,881</u>
Total	\$ 1,386,838

Street SDC Fund

Materials & Services	\$ 200,000
Total	\$ 200,000

Sewer SDC Fund

Capital Outlay.....	\$ 171,400
Debt Service	<u>76,175</u>
Total	\$ 247,575

Water SDC Fund

Capital Outlay.....	\$ 1,246,700
Total	\$ 1,246,700

Park SDC Fund

Capital Outlay.....	\$ 12,500
Total	\$ 12,500

City Hall Debt Service Fund

Debt Service	\$ 52,510
Total	\$ 52,510

Total Appropriations, All Funds..... \$ 8,565,966

Total Unappropriated Reserve amounts, All Funds..... 9,434,147

TOTAL ADOPTED BUDGET..... \$ 18,000,113*

*(*amounts with asterisks must match)*

IMPOSING THE TAX

BE IT RESOLVED that the following ad valorem property taxes are hereby imposed upon the assessed value of all taxable property within City limits for tax year 2020/21:

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

CATEGORIZING THE TAX

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

Subject to the General Government Limitation

Permanent Rate Tax \$2.6417 per \$1,000

FILING THE BUDGET

BE IT RESOLVED that the City Council of the City of Sisters hereby directs staff to file the fiscal year 2020/21 budget with the Deschutes County Clerk.

The above resolution statements were approved and declared adopted on this 24th day of June 2020.

Charles Ryan, Mayor

Richard Esterman, Councilor

Michael Preedin, Councilor

Nancy Connolly, Council President

Andrea Blum, Councilor

ATTEST:

Kerry Prosser, City Recorder

RESOLUTION NO. 2020-15

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

The City of Sisters resolves as follows:

Section 1. Pursuant to ORS 221.770, the City of Sisters hereby elects to receive state revenues for fiscal year 2020/21.

Adopted by the Common Council and approved by the Mayor this 24th day of June 2020.

Chuck Ryan, Mayor

ATTEST:

Kerry Prosser, City Recorder

I certify that a public hearing before the Budget Committee was held on June 2, 2020 and a public hearing before the City Council was held on June 24, 2020 giving citizens an opportunity to comment on use of State Revenue Sharing.

Kerry Prosser, City Recorder



CITY COUNCIL
Agenda Item Summary

Meeting Date: June 24, 2020
Type: Regular Meeting
Subject: Supplemental Budget – FY 2019/20

Staff: Joe O’Neill
Dept: Finance

Action Requested: Consider the approval of Resolution No. 2020-16: A RESOLUTION OF THE CITY OF SISTERS ADOPTING A SUPPLEMENTAL BUDGET AND ESTABLISHING APPROPRIATIONS WITHIN THE FY 2019/20 BUDGET.

Background:

Budget adjustments are permitted under Oregon Revised Statute 294.471. Per Oregon Revised Statute 294.473(1)(b), a notice of a public meeting needs to be published at least 5 days prior to the meeting. The public notice appeared in the Nugget News on June 17, 2020.

This supplemental budget includes items that effect the Sewer Fund and Park SDC Fund. The summary points are below:

Sewer Fund

The City is pursuing relocating the sewer line located on S Locust St. bridge over Whychus Creek. Currently, the sewer line is located on the upstream side of the bridge and due that location the sewer line is exposed to environmental impacts flowing down stream (e.g. debris or ice) which, if damaged, could severely impact the sewer system. The design of the relocation for the sewer line, coupled with costs associated for evaluating grant opportunities, is elevating costs above projected estimates. Therefore, staff is requesting an increase of \$7,000 in contracted services.

The sewer system has experienced unexpected repairs to pump station pumps and aerators in FY 2019/20. These unexpected repairs have increased costs over projections for the current fiscal year. Staff is requesting an additional \$8,000 to account for these overages.



Park SDC Fund

The Village Green Park play structure project is nearing final billing with respective contractors and vendors. As staff reviews final project costs, it is estimated the project will incur more expenses than estimated. The additional expenses are largely related to site preparation and contracted service costs. Staff is estimating an additional \$13,000 as a conservative estimate to complete the project.

Attachment(s):

Attachment A – Resolution No. 2020-16

Attachment B – Supplemental Budget Worksheet

RESOLUTION NO. 2020-16

A RESOLUTION OF THE CITY OF SISTERS ADOPTING A SUPPLEMENTAL BUDGET AND ESTABLISHING APPROPRIATIONS WITHIN THE FY 2019/20 BUDGET.

WHEREAS, the City of Sisters will have unexpected and unbudgeted resources and expenditures for FY 2019/20.

RESOLUTION ADOPTING THE SUPPLEMENTAL BUDGET

BE IT RESOLVED that the City Council of the City of Sisters hereby adopts the supplemental budget for fiscal year 2019/20. This budget is now on file at 520 E. Cascade Ave., in Sisters, Oregon.

RESOLUTION MAKING APPROPRIATIONS

BE IT RESOLVED that the following adjustments to appropriation categories are authorized by supplemental budget:

<u>Sewer Fund</u>	
Contracted Services	\$ 7,000
Sewer System Repairs	8,000
Operating Contingency	(15,000)
<u>Park SDC Fund</u>	
Capital Outlay	\$ 13,000
Reserve for Future Expenditures	(13,000)

SECTION THREE: This resolution is hereby approved and adopted by the Sisters City Council on this 24th day of June 2020.

Chuck Ryan, Mayor

Nancy Connolly, Council President

Richard Esterman, Councilor

Michael Preedin, Councilor

Andrea Blum, Councilor

ATTEST:

Kerry Prosser, City Recorder

**City of Sisters
Supplemental Budget Worksheet
FY 2019/20**

FUND CATEGORY	ACCOUNT #	REVENUE / EXPENSE DESCRIPTION	REASON	ADOPTED BUDGET	PROPOSED SUPPL.	REVISED BUDGET
SEWER FUND						
Materials and Services	05-5-00-726	Contracted Services	Costs associated with Locust St. sewer line relocation	20,000	7,000	27,000
Materials and Services	05-5-00-787	Sewer System Repairs	Unexpected repair costs of sewer system	20,000	8,000	28,000
Operating Contingency	05-5-00-400	Operating Contingency	Adjust contingency for reason above	104,052	(15,000)	89,052
PARK SDC FUND						
Capital Outlay	12-5-00-906	Capital Outlay	Village Green Park play structure construction costs	106,875	13,000	119,875
Expenditures	12-5-00-410	Reserve for Future Expenditures	Adjust reserve for reason above	493,843	(13,000)	480,843



CITY COUNCIL
Agenda Item Summary

Meeting Date: June 24,2020

Staff: Joe O'Neill

Type: Regular Meeting

Dept: Finance

Subject: Master fee Schedule update to Community Development and Finance fees.

Action Requested: A RESOLUTION OF THE CITY OF SISTERS AMENDING THE MASTER FEE SCHEDULE.

Summary Points:

Utility Rates

- An independent Water and Sewer rate study was conducted in November of 2017. A result of that study was a recommended 2% annual increase to both utility rates. The adjustment to the fee schedule for both Water and Sewer reflect the rate change recommendations pursuant to the study.
- Staff evaluated the rates to voluntary turn on or turn off water service and concluded an adjustment was necessary in order to reflect the recapture of staff costs involved to perform the service. The proposed fee adjustment aligns voluntary service shut off fees with involuntary shut off fees.

SDC Rates

- In May of 2018, an independent Water and Sewer SDC study was conducted to evaluate the SDC fee and SDC fee calculation methodology. In June of 2019, the Transportation SDC rate was updated as a result of the transportation system plan refinement. A component of those studies was an annual inflationary adjustment derived from the Engineering News Record (ENR) construction cost index. For FY 2020/21, that adjustment is 1.98%.

Financial Impact: The utility rate increases are estimated to contribute an additional \$15,000 and \$10,000 to the water fund and sewer fund, respectively. The voluntary shut off fee for water service will have little financial effect. SDC rates increases will have no material effect on SDC income.

Exhibits:

Resolution 2020-17: Master Fee Schedule

RESOLUTION NO. 2020-17

**A RESOLUTION OF THE CITY OF SISTERS AMENDING
THE MASTER FEE SCHEDULE FOR FINANCE AND COMMUNITY DEVELOPMENT FEES.**

WHEREAS, the City Council of the City of Sisters, may impose fees that recover the actual costs of providing the services and will do so by resolution modifying the City's Master Fee Schedule; and

WHEREAS, the City Council, finds that amending the fee resolution in a manner that will assess fees that recovers the actual costs of providing the services is appropriate; and

WHEREAS, on June 24, 2020, the City Council took public comment on the amendment to the fee schedule and took such comment into consideration;

NOW, THEREFORE, BE IT RESOLVED the City Council of Sisters hereby adopts the amended fee schedule as provided in Exhibit A with an effective date as of July 1, 2020.

ADOPTED by the City Council of the City of Sisters and signed by the Mayor this 24nd day of June 2020.

Chuck Ryan, Mayor

ATTEST:

Kerry Prosser, City Recorder

**CITY OF SISTERS
MASTER FEE SCHEDULE**

ITEM NO.	DESCRIPTION	CURRENT	AMENDED	UNIT AND/OR COMMENT
		FEE (\$)	FEE (\$)	
WATER AND WASTEWATER FEES		Existing Fee		
Deposit - Utility Services				
Residential:				
DP 1	Within city limits	150.00		
DP 2	Outside city limits	90.00		
Commercial:				
DP 3	Within city limits	200.00		
DP 4	Outside city limits	113.00		
DP 5	Bulk Water Meter	250.00		
LIAP 1	Low Income Assistance Program			<i>Pays 75% times the water, sewer and garbage rates</i>
Wastewater				
Other Rates				
WW 1	Discharge Permit (Short duration discharge)			
	High Strength (kitchen/washing machine) Grey water only	0.30		/gallon
	Low Strength (shower/hand sink)	0.25		/gallon
WW 2	Flow Testing	395.00		per location
WW 3	Industrial Permit writing/monitoring	100.00		/annually
WW 4	Sewer line T.V. Inspection	383.00		
WW 5	Additional charge for over 400'	0.96		/ft.
WW 9	Source detection inspection	100.00		/hour
Tap Fee				
WW 7	4" Sewer	550.00		
WW 8	6" Sewer	575.00		
Sewer Rate				
WW 9	Sewer (per EDU)	38.50	39.25	monthly
Water				
Backflow Testing				
WTR 1	Commercial	19.85		
WTR 2	Repair and retesting	18.50		
WTR 3	Residential	12.85		
WTR 4	Repair and retesting	9.95		
Bulk water				
WTR 5	Per 1,000 gallons	3.30		
WTR 6	Bulk water meter	34.30		base rate per month
WTR 7	Bulk water meter account setup fee	105.00		one time fee per account
WTR 8	Outside City limits			<i>Pays 1 1/2 times water sewer and garbage rates</i>
Standby water service for fire service				
WTR 9	4" and smaller	10.00		/per service
WTR 10	6" supply	15.00		/per service
WTR 11	8" supply	20.00		/per service
Water Rate				
WTR 12	5/8" and 3/4" meters	16.77	17.36	base rate
WTR 13	1" and 1 1/2" meters	18.80	19.47	base rate
WTR 14	2" meter	20.83	21.57	base rate
WTR 15	3", 4", 6", 8" meters	50.82	52.62	base rate
WTR 16	Per 100 cu.ft.	1.00		
Water Meter				
WTR 17	4 inch meter	3,678.00		each
WTR 18	3 inch meter	2,213.00		each
WTR 19	2 inch meter	1,811.00		each
WTR 20	2 inch meter valve	324.00		each
WTR 21	1 1/2 inch meter	1,602.00		each
WTR 22	1 1/2 inch meter valve	255.00		each
WTR 23	1 inch meter	566.00		each
WTR 24	5/8 - 3/4 inch meter	425.00		each

**CITY OF SISTERS
MASTER FEE SCHEDULE**

ITEM NO.	DESCRIPTION	FEE (\$)	FEE (\$)	UNIT AND/OR COMMENT
Miscellaneous				
Turn on or turn off for repairs or other*				
WTR 25	During regular business hours	25.00	30.00	/per trip
WTR 26	After business hours, weekend, holidays	40.00	60.00	/per trip
Turn on or turn off for delinquency				
WTR 27	During regular business hours	30.00		/per trip
WTR 28	After business hours, weekend, holidays	60.00		/per trip
WTR 29	Utility Processing fee	20.00		
WTR 30	Utility Transfer fee	20.00		
WTR 31	Water Tap Fee	500.00		
WTR 32	Utility Penalty Fee for delinquent accounts			
	Assessed on the 25th of the month	10.00		/per month
	Assessed after the 25th of the month	1.00		/day
	Collection Agency Fee	23%		of outstanding balance

*Leak investigation, repair, home inspection and seasonal.

SYSTEM DEVELOPMENT CHARGES				
SDC 1	Park	1,193.00		/per housing unit
SDC 2	Transportation	2,270.00	2,315.00	/per PM peak hour trip
Sewer				
SDC 3	.75" Meter size	4,496.00	4,585.00	
SDC 4	1.0" Meter size	7,493.00	7,641.00	
SDC 5	1.5" Meter size	14,986.00	15,283.00	
SDC 6	2" Meter size	23,977.00	24,452.00	
SDC 7	3" Meter size	44,967.00	45,847.00	
SDC 8	4" Meter size	74,929.00	76,413.00	
SDC 9	6" Meter size	149,857.00	152,824.00	
SDC 10	8" Meter size	239,772.00	244,519.00	
Water				
SDC 11	.75" Meter size	3,439.00	3,507.00	
SDC 12	1.0" Meter size	5,733.00	5,847.00	
SDC 13	1.5" Meter size	11,465.00	11,692.00	
SDC 14	2" Meter size	18,345.00	18,708.00	
SDC 15	3" Meter size	34,397.00	35,078.00	
SDC 16	4" Meter size	57,328.00	58,463.00	
SDC 17	6" Meter size	114,657.00	116,927.00	
SDC 18	8" Meter size	183,450.00	187,082.00	



CITY COUNCIL
Agenda Item Summary

Meeting Date: June 24,2020

Staff: Joe O'Neill

Type: Regular Meeting

Dept: Finance

Subject: Master fee Schedule update to Community Development and Finance fees.

Action Requested: A RESOLUTION OF THE CITY OF SISTERS AMENDING THE MASTER FEE SCHEDULE.

Summary Points:

Utility Rates

- An independent Water and Sewer rate study was conducted in November of 2017. A result of that study was a recommended 2% annual increase to both utility rates. The adjustment to the fee schedule for both Water and Sewer reflect the rate change recommendations pursuant to the study.
- Staff evaluated the rates to voluntary turn on or turn off water service and concluded an adjustment was necessary in order to reflect the recapture of staff costs involved to perform the service. The proposed fee adjustment aligns voluntary service shut off fees with involuntary shut off fees.

SDC Rates

- In May of 2018, an independent Water and Sewer SDC study was conducted to evaluate the SDC fee and SDC fee calculation methodology. In June of 2019, the Transportation SDC rate was updated as a result of the transportation system plan refinement. A component of those studies was an annual inflationary adjustment derived from the Engineering News Record (ENR) construction cost index. For FY 2020/21, that adjustment is 1.98%.

Financial Impact: The utility rate increases are estimated to contribute an additional \$15,000 and \$10,000 to the water fund and sewer fund, respectively. The voluntary shut off fee for water service will have little financial effect. SDC rates increases will have no material effect on SDC income.

Exhibits:

Resolution 2020-17: Master Fee Schedule

RESOLUTION NO. 2020-17

**A RESOLUTION OF THE CITY OF SISTERS AMENDING
THE MASTER FEE SCHEDULE FOR FINANCE AND COMMUNITY DEVELOPMENT FEES.**

WHEREAS, the City Council of the City of Sisters, may impose fees that recover the actual costs of providing the services and will do so by resolution modifying the City's Master Fee Schedule; and

WHEREAS, the City Council, finds that amending the fee resolution in a manner that will assess fees that recovers the actual costs of providing the services is appropriate; and

WHEREAS, on June 24, 2020, the City Council took public comment on the amendment to the fee schedule and took such comment into consideration;

NOW, THEREFORE, BE IT RESOLVED the City Council of Sisters hereby adopts the amended fee schedule as provided in Exhibit A with an effective date as of July 1, 2020.

ADOPTED by the City Council of the City of Sisters and signed by the Mayor this 24nd day of June 2020.

Chuck Ryan, Mayor

ATTEST:

Kerry Prosser, City Recorder

**CITY OF SISTERS
MASTER FEE SCHEDULE**

ITEM NO.	DESCRIPTION	CURRENT	AMENDED	UNIT AND/OR COMMENT
		FEE (\$)	FEE (\$)	
WATER AND WASTEWATER FEES		Existing Fee		
Deposit - Utility Services				
Residential:				
DP 1	Within city limits	150.00		
DP 2	Outside city limits	90.00		
Commercial:				
DP 3	Within city limits	200.00		
DP 4	Outside city limits	113.00		
DP 5	Bulk Water Meter	250.00		
LIAP 1	Low Income Assistance Program			<i>Pays 75% times the water, sewer and garbage rates</i>
Wastewater				
Other Rates				
WW 1	Discharge Permit (Short duration discharge)			
	High Strength (kitchen/washing machine) Grey water only	0.30		/gallon
	Low Strength (shower/hand sink)	0.25		/gallon
WW 2	Flow Testing	395.00		per location
WW 3	Industrial Permit writing/monitoring	100.00		/annually
WW 4	Sewer line T.V. Inspection	383.00		
WW 5	Additional charge for over 400'	0.96		/ft.
WW 9	Source detection inspection	100.00		/hour
Tap Fee				
WW 7	4" Sewer	550.00		
WW 8	6" Sewer	575.00		
Sewer Rate				
WW 9	Sewer (per EDU)	38.50	39.25	monthly
Water				
Backflow Testing				
WTR 1	Commercial	19.85		
WTR 2	Repair and retesting	18.50		
WTR 3	Residential	12.85		
WTR 4	Repair and retesting	9.95		
Bulk water				
WTR 5	Per 1,000 gallons	3.30		
WTR 6	Bulk water meter	34.30		base rate per month
WTR 7	Bulk water meter account setup fee	105.00		one time fee per account
WTR 8	Outside City limits			<i>Pays 1 1/2 times water sewer and garbage rates</i>
Standby water service for fire service				
WTR 9	4" and smaller	10.00		/per service
WTR 10	6" supply	15.00		/per service
WTR 11	8" supply	20.00		/per service
Water Rate				
WTR 12	5/8" and 3/4" meters	16.77	17.36	base rate
WTR 13	1" and 1 1/2" meters	18.80	19.47	base rate
WTR 14	2" meter	20.83	21.57	base rate
WTR 15	3", 4", 6", 8" meters	50.82	52.62	base rate
WTR 16	Per 100 cu.ft.	1.00		
Water Meter				
WTR 17	4 inch meter	3,678.00		each
WTR 18	3 inch meter	2,213.00		each
WTR 19	2 inch meter	1,811.00		each
WTR 20	2 inch meter valve	324.00		each
WTR 21	1 1/2 inch meter	1,602.00		each
WTR 22	1 1/2 inch meter valve	255.00		each
WTR 23	1 inch meter	566.00		each
WTR 24	5/8 - 3/4 inch meter	425.00		each

**CITY OF SISTERS
MASTER FEE SCHEDULE**

ITEM NO.	DESCRIPTION	FEE (\$)	FEE (\$)	UNIT AND/OR COMMENT
Miscellaneous				
Turn on or turn off for repairs or other*				
WTR 25	During regular business hours	25.00	30.00	/per trip
WTR 26	After business hours, weekend, holidays	40.00	60.00	/per trip
Turn on or turn off for delinquency				
WTR 27	During regular business hours	30.00		/per trip
WTR 28	After business hours, weekend, holidays	60.00		/per trip
WTR 29	Utility Processing fee	20.00		
WTR 30	Utility Transfer fee	20.00		
WTR 31	Water Tap Fee	500.00		
WTR 32	Utility Penalty Fee for delinquent accounts			
	Assessed on the 25th of the month	10.00		/per month
	Assessed after the 25th of the month	1.00		/day
	Collection Agency Fee	23%		of outstanding balance

*Leak investigation, repair, home inspection and seasonal.

SYSTEM DEVELOPMENT CHARGES				
SDC 1	Park	1,193.00		/per housing unit
SDC 2	Transportation	2,270.00	2,315.00	/per PM peak hour trip
Sewer				
SDC 3	.75" Meter size	4,496.00	4,585.00	
SDC 4	1.0" Meter size	7,493.00	7,641.00	
SDC 5	1.5" Meter size	14,986.00	15,283.00	
SDC 6	2" Meter size	23,977.00	24,452.00	
SDC 7	3" Meter size	44,967.00	45,847.00	
SDC 8	4" Meter size	74,929.00	76,413.00	
SDC 9	6" Meter size	149,857.00	152,824.00	
SDC 10	8" Meter size	239,772.00	244,519.00	
Water				
SDC 11	.75" Meter size	3,439.00	3,507.00	
SDC 12	1.0" Meter size	5,733.00	5,847.00	
SDC 13	1.5" Meter size	11,465.00	11,692.00	
SDC 14	2" Meter size	18,345.00	18,708.00	
SDC 15	3" Meter size	34,397.00	35,078.00	
SDC 16	4" Meter size	57,328.00	58,463.00	
SDC 17	6" Meter size	114,657.00	116,927.00	
SDC 18	8" Meter size	183,450.00	187,082.00	



Agenda Item Summary

Meeting Date: June 24, 2020

Staff: Paul Bertagna

Type: Regular Meeting

Dept: Public Works

Subject: Downtown Parklets

Action Requested:

Discussion and consideration of a motion to approve Resolution 2020-18 adopting a temporary program concerning the limited use of City regulated parklets adjacent to certain City businesses in furtherance of encouraging social distancing.

Summary Points:

The program's purpose is for temporary use of City regulated parklets adjacent to local businesses. Businesses implement standards for short-term use of a City right-of-way in a manner that protects public health, safety, and welfare while ensuring the efficient and safe use of existing right-of-way.

See attached Resolution 2020-18 and Exhibit "A"

The City of Sisters' Parklet Program is the result of work undertaken to assist Sisters' businesses address social distancing as a result of COVID-19. Greater social distancing is achieved by assisting businesses expand their floor plan or foot print.

The City currently has five (5) active participants with more local businesses showing interest. The five include Angeline's Bakery, Cottonwood Café, Philadelphia's Steak Hoagies, Sisters Coffee Company, and Sisters Smokehouse. Feedback thus far has been appreciative and positive.

See photos under "Attachments"

Financial Impact: Cost of Barrels and staff time

The City has purchased 45 barrels thus far at \$110.00 per barrel = \$4,950.00. Staff prep and deliver approximate one hour per site.

Attachments: Resolution 2020-18
Exhibit "A"
Miscellaneous Photos of Local Business Parklets

RESOLUTION NO. 2020-18

A RESOLUTION OF CITY OF SISTERS ADOPTING A TEMPORARY PROGRAM CONCERNING THE LIMITED USE OF CITY REGULATED PARKLETS ADJACENT TO CERTAIN CITY BUSINESSES IN FURTHERANCE OF ENCOURAGING SOCIAL DISTANCING.

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

WHEREAS, on March 16, 2020, City's city manager declared a state of emergency in City due to the COVID-19 pandemic by Administrative Order No. 2020-01; and

WHEREAS, on March 25, 2020, the Sisters City Council (the "Council") adopted Resolution No. 2020-06 pursuant to which the Council ratified the city manager's emergency declaration contained in Administrative Order No. 2020-01; and

WHEREAS, a primary focus of City during the state of emergency is to help City businesses reopen safely while protecting and maintaining the health, safety, and welfare of the community; and

WHEREAS, on May 22, 2020, the city manager adopted and authorized a pilot program to explore the temporary use of certain right-of-way in City for purposes of providing additional space for business operations to ensure that customers and the public are practicing safe social distancing measures (Administrative Order No. 2020-04); and

WHEREAS, City desires to continue and expand the use of certain City right-of-way adjacent to City businesses for purposes of providing additional space for business operations to ensure that customers and the public are practicing safe social distancing measures; and

WHEREAS, the Council finds it is necessary and appropriate to adopt a temporary program governing the limited use and occupancy of certain City right-of-way (i.e., two to four street parking spaces (the "Parklet(s)")) to ensure that such uses and occupancies are conducted in a uniform and safe manner and to encouraging social distancing measures.

NOW, THEREFORE, BE IT RESOLVED that City of Sisters resolves as follows:

1. Findings. The above-stated findings contained in this Resolution No. 2020-18 (this "Resolution") are hereby adopted.

2. Temporary Use of City Regulated Parklet.

2.1 The purpose of this Resolution is to establish temporary standards, requirements, and conditions applicable to the limited use and occupancy of Parklets used and/or occupied by businesses, which standards, requirements, and conditions are contained in the City of Sisters – Temporary Program for the Use of City Parklets attached hereto as Exhibit A (the "Program"). The provisions of this Resolution and the Program are intended to (a) protect public health and safety by

ensuring that businesses are complying with social distancing requirements, and (b) ensure the safe and efficient use of existing streets, sidewalks, and other public right-of-way.

2.2 Notwithstanding anything contained in this Resolution to the contrary, a person's and/or business's use of a Parklet will be subject to and in accordance with the Program. Any business desiring to use a Parklet will first (a) obtain City's prior written approval for such use, which approval may be withheld in City's sole discretion, and (b) sign such forms, agreements, and/or documentation City determines necessary and appropriate, in City's sole discretion, to preserve and protect City, City's right-of-way, and/or the public, including, without limitation, such acknowledgement, waiver, and/or other release in form and substance acceptable to City. No person other than City may wholly or partially reserve and/or obstruct any City right-of-way, including, without limitation, any sidewalk and/or parking space, without City's prior approval.

2.3 Notwithstanding anything contained in this Resolution to the contrary, the use of a Parklet is (a) revocable, and (b) does not convey (and will not be construed to convey) any right, title, and/or interest in the public right-of-way. Without otherwise limiting the generality of the immediately preceding sentence, City expressly reserves the right to (w) terminate, suspend, and/or rescind the Program at any time and for any reason or no reason, (x) immediately revoke any permission to use a Parklet at any time and for any reason or no reason, (y) amend and/or modify the Program and/or impose such conditions, limitations, and/or restrictions on the use of a Parklet as City determines necessary and appropriate, and (z) regulate the right to use the right-of-way for similar or different purposes.

2.4 City's management team will review the Program at least every 30 days to determine whether any additional revisions, modifications, and/or changes to the Program are necessary or appropriate.

3. Order. Administrative Order No. 2020-04 (and the temporary policy adopted therein) will terminate and be of no further force and effect upon the Council's adoption of this Resolution. On and after the effective date of this Resolution, any business participating in the temporary policy adopted under Administrative Order No. 2020-04 must request use of a Parklet subject to and in accordance with the provisions of this Resolution and the Program. This Resolution (and the Program) is effective immediately and will remain in effect until October 15, 2020, unless sooner rescinded by the Council.

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.

ADOPTED by the City Council of City of Sisters and signed by the mayor this 24th day of June, 2020.

Chuck Ryan, Mayor

ATTEST:

Kerry Prosser, City Recorder

Exhibit A
City of Sisters
Temporary Program for the Use of City Parklets

[attached]

Exhibit A
City of Sisters
Temporary Program for the Use of City Parklets

1. **Purpose.** The purpose of this Program is to implement standards, requirements, and guidance for the temporary use of City right-of-way in a manner that protects public health, safety, and welfare while ensuring the efficient and safe use of existing right-of-way.

2. **Program Established.** City establishes this Program to offer eligible businesses the opportunity to use certain City right-of-way for purposes of providing additional space to operate the business(es).

3. **Definitions.** For purposes of this Program, the following terms and phrases have the meanings assigned to them below:

“City” means City of Sisters, Oregon.

“Law(s)” means all applicable federal, state, county, and local laws, rules, and regulations, including, without limitation, the Americans with Disabilities Act of 1990 (the “ADA”) and any regulations of any administrative agency thereof, any applicable guidance provided by Deschutes County Public Health concerning COVID-19, and all applicable Oregon Health Authority rules, regulations, and guidelines concerning social distancing and COVID-19.

“Parklet(s)” means two to four street parking spaces, designated by City, adjacent to a business, which business may, subject to and in accordance with the Program, temporarily use and occupy to expand operations in furtherance of complying with social distancing requirements due to COVID-19.

“Program” means this City of Sisters –Temporary Program for the Use of City Parklets.

4. **Guidelines.** An eligible business may request use of a Parklet subject to and in accordance with this Program. Notwithstanding anything contained in this Program to the contrary, use of a Parklet in City will be subject to and in accordance with the following standards, guidelines, and requirements:

4.1 The business will establish a uniform boundary surrounding two to four parking spaces in front of and/or adjacent to the business, which boundary and area will be approved by City prior to the business’s use of and operation in the Parklet. Each business will use a uniform boundary, as designated by City, to achieve consistency in size and style of Parklets. For example, City will place wood wine barrels around the designated parking spaces.

4.2 Each business is responsible for ensuring that the Parklet will not impede (a) access to ADA parking and/or ADA assistance ramps, and/or (b) sidewalk access or pedestrian travel.

4.3 A clear vision triangle at every corner of the street intersection must be provided (and preserved), enforced, and maintained by the business to ensure vehicular and pedestrian safety, in accordance with the depiction contained in Attachment A.

4.4 City will not be responsible for any crime, damage, theft of, and/or loss to business property used and/or located in a Parklet. Without otherwise limiting the immediately preceding sentence, each business using a Parklet assumes the risk for any crime or theft of business or customer and/or business property in a Parklet.

4.5 City landscaping bulb-outs will remain clear of signs or other aspects associated with the adjoining business's Parklet.

4.6 No Parklet (and/or use thereof) will impede access to, signage, and/or storefront window displays of neighboring businesses.

4.7 Any signage used to increase visibility of Parklet must not detract from natural street scape and/or adjacent architecture.

4.8 City will place and maintain any City-owned wine barrels provided and used in connection with a Parklet.

4.9 Each business is responsible for keeping the Parklet(s) clean and clear of all waste, garbage, and/or debris of any type.

4.10 A business's use of and its operations located in a Parklet will correspond with the business's hours of operation. At the end of each business day, each business will take-down, secure, and put away all merchandise, supplies, tables, and other property displayed, located, and/or used in a Parklet

4.11 A business's use of a Parklet will comply with all applicable Laws.

5. Requests. Prior to using a Parklet, a business must submit a request to City on such forms and in such manner as City determines necessary or appropriate. Any request will contain all information and documentation required under this Program and/or requested by the city manager, including, without limitation, the following: (a) the business name, location, address, and owner's name; (b) contact information for the owner and/or authorized representative of the business; (c) a depiction of the proposed Parklet; and (d) the business's operating hours. City reserves the right to request additional documentation and information as needed. The city manager will review and process each request in order of receipt. The city manager may approve, approve with conditions, or deny a request.

6. Limitations. Notwithstanding anything contained in this Program to the contrary, the temporary use of a Parklet is subject to such conditions, restrictions, and/or limitations City determines necessary and appropriate from time to time, including, without limitation, the following:

6.1 City may, in City's sole discretion, immediately revoke any permission to use a Parklet at any time and for any reason. Notwithstanding anything contained in this Program to the contrary, use of a Parklet will not convey any right, title, and/or interest in the public right-of-way, but will be deemed revocable permission to use the public right-of-way for the limited purposes contained in this Program. City expressly reserves the right to (a) terminate and/or modify this Program from time to time, (b) impose such conditions, limitations, and/or restrictions on the use of a Parklet as City determines necessary and appropriate, and (c) regulate the right to use the right-of-way for similar or different purposes.

6.2 City's city manager (or his or her designee) may grant exceptions to this Program. Any situation or circumstance not covered in this Program will be governed by any applicable City ordinances, policies, and/or procedures.

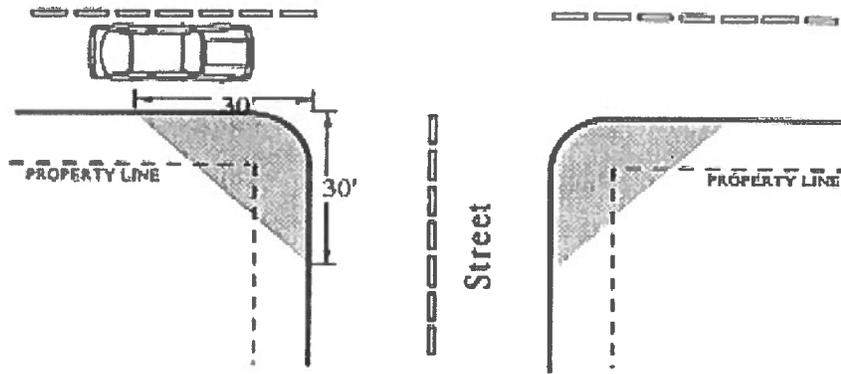
6.3 Each business must enter into and sign such forms, agreements, and/or documentation City determines necessary and appropriate, in City's sole discretion, to preserve and protect City, City's right-of-way, and/or the public, including, without limitation, such acknowledgement, waiver, and/or other release in form and substance acceptable to City. Without otherwise limiting the generality of the immediately preceding sentence, such documentation will contain terms and conditions acceptable to City, including, without limitation, provisions concerning indemnification, waiver, and/or release. Notwithstanding anything contained in this Program to the contrary, any documents will contain such terms and conditions reasonably requested by the city manager and/or city attorney and will be subject to the review and approval of the city manager and city attorney.

7. Denial; Suspension. In addition to and not in lieu of City's rights under Section 6.1, City may deny a request to use and/or suspend the use of a Parklet for the following: (a) the business and/or request fails to meet the requirements under this Program; and/or (b) failure to comply with any applicable Law, including, without limitation, this Program, and/or any agreement with City. City will be entitled to collect from any business and/or person violating or otherwise failing to comply with this Program City's reasonable attorney fees and all other fees, costs, and expenses incurred by City to enforce the provision of this Program.

8. Administration. The city manager has the authority to implement, administer, and manage the Program. Notwithstanding this broad authority, the city manager will act reasonably, in compliance with applicable federal, state, and local laws, regulations, and ordinances, and in a manner the city manager reasonably believes is in City's best interests. The decision of the city manager on any given matter will not set any precedent nor bind future decisions of the city manager.

Exhibit A

Clear Vision Area





SISTERS MEAT
AND
SMOKHOUSE
DRINKS • CHEESE • BATTERY • DRUMMERY



Agenda Item Summary

Meeting Date: June 24, 2020

Staff: Joseph O’Neill

Type: Regular Meeting

Dept: Finance

Subject: Suspension of Utility Service Shutoffs and Terminations

Action Requested: Discussion and Consideration of Resolution No. 2020-19: A RESOLUTION OF CITY OF SISTERS TEMPORARILY SUSPENDING UTILITY SERVICE SHUTOFFS AND TERMINATIONS

Background:

At the end of March, the City established a Temporary City Policy to provide immediate flexibility to those impacted by the COVID-19 pandemic. A component of that was special attention to utility accounts by not doing any shutoffs, waiving late fees, and allowing unpaid bills to roll to the next month. As the Emergency Declaration is no longer in place beyond today (June 24th), a standalone policy needs to be adopted in order to retain the treatment for utility accounts.

Going forward, the City will work together with those account holders utilizing this policy for the purpose of laying out a plan to regain a current account status, whether that be a pay plan, low income assistance program, or other agencies that can lend financial assistance.

Financial Impact:

Currently, the utility funds have not been adversely affected financially by this policy. As impacted accounts become current, the receivable aging will realign with historical balances.

Attachment(s):

Resolution No. 2020-19

RESOLUTION NO. 2020-19

A RESOLUTION OF CITY OF SISTERS TEMPORARILY SUSPENDING UTILITY SERVICE SHUTOFFS AND TERMINATIONS.

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

WHEREAS, on March 16, 2020, City's city manager declared a state of emergency in City due to the COVID-19 pandemic by Administrative Order No. 2020-01; and

WHEREAS, on March 25, 2020, the Sisters City Council (the "Council") adopted Resolution No. 2020-06 pursuant to which the Council ratified the city manager's emergency declaration contained in Administrative Order No. 2020-01; and

WHEREAS, pursuant to the city manager's authority granted under Resolution No. 2020-06, the city manager ordered the temporary suspension of water and sewer service shutoffs and terminations during the state of emergency (Temporary City Policy 2020-02); and

WHEREAS, City desires to assist City utility customers during the COVID-19 pandemic and resulting economic recession; and

WHEREAS, City staff, with consultation from local organizations, has identified a need to continue a temporary policy suspending certain water and/or sewer service shutoffs and terminations to protect the health, safety, and welfare of City and City's citizens; and

WHEREAS, the Council finds it necessary and appropriate to adopt, among other things, a temporary policy of suspending water service shutoffs and terminations during the COVID-19 pandemic and economic recession.

NOW, THEREFORE, BE IT RESOLVED that City of Sisters resolves as follows:

1. Findings. The above-stated findings contained in this Resolution No. 2020-19 (this "Resolution") are hereby adopted.
2. Purpose. The purposes of the Resolution include, without limitation, (a) ensuring that City may provide critical access to water to City's utility customers, and (b) deferring City's water shut-off authority without undermining City's fiduciary responsibility to recover costs of providing utility services.
3. Temporary Suspension of Water and Sewer Service Terminations.
 - 3.1 Commencing on the effective date of this Resolution and ending October 31, 2020 (the "End Date"), City temporarily suspends (a) water service shutoffs and/or terminations pursuant to Section 13.15.120(2) of the Sisters Municipal Code ("SMC" or the "Code") due to a City utility account's past due balance, (b) water and/or sewer service shutoffs and/or terminations pursuant

to SMC 13.45.040(6) due to a City utility account's past due balance, and (c) imposition of late fees and/or delinquency charges on City utility account's.

3.2 Nothing contained in this Resolution will be construed to (a) relieve a City utility customer of timely paying all service fees and charges, and/or (b) waive applicable utility service charges, fees, interest, penalties, and/or past-due amount. City reserves the right to (y) pursue all rights and remedies available to City to collect such amounts on and after the End Date, including, without limitation, offering installment payment plans subject to and in accordance with SMC 13.15.100(7), and/or (z) shutoff and/or terminate water and/or sewer service due to other violations of the Code (i.e., violations other than failure to pay applicable water and/or sewer service charges), whether occurring before, on, or after the effective date of this Resolution.

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. This Resolution (and the temporary policies under Section 3) will expire, and this Resolution will be of no further force and effect, as of the End Date.

ADOPTED by the City Council of City of Sisters and signed by the mayor this 24th day of June 2020.

Chuck Ryan, Mayor

ATTEST:

Kerry Prosser, City Recorder



Agenda Item Summary

Meeting Date: June 24, 2020

Staff: Joseph O'Neill

Type: Regular Meeting

Dept: Finance

Subject: FY 2020/21 Business license renewal program

Action Requested: Discussion and Consideration of Resolution No. 2020-20: A RESOLUTION OF CITY OF SISTERS ESTABLISHING THE 2020/2021 FISCAL YEAR BUSINESS LICENSE RENEWAL FEE FOR CERTAIN BUSINESSES LOCATED WITHIN CITY'S INCORPORATED LIMITS

Background:

The City understands the importance of its local businesses and realizes many businesses have been negatively impacted by the COVID-19 pandemic. To minimize fees imposed by the City to local businesses, staff has proposed a Business License fee relief program to businesses located inside City limits. The details of the program are as follows:

- The Program would only apply to renewal licenses for Fiscal Year 2020/21.
- Business located inside the City of Sisters would receive a Business License fee reduction of 75% from \$105.00 to \$26.25.
- The \$4 fee per employee charge would be waived.
- Short Term Rental Licenses (\$100), Non-Profit (\$10) and Parking District fees (\$.05/Square foot) would remain intact.
- Businesses have until August 31, 2020 to renew their license.

Businesses that are eligible for this program will receive an insert in their Business License renewal notification with the following message:

"Dear Business Owner,

As a local business, you represent the backbone of economic vibrancy in our community, we understand some businesses have been financially impacted due to the Novel Coronavirus pandemic. In an effort to support local businesses, the City of Sisters is reducing the annual business license fee by 75% for the effective period July 1, 2020 through June 30, 2021 (FY 2020/21). For example, an annual license fee of \$105.00 will be reduced to \$26.25. The \$4 per employee fee will also be waived for this renewal cycle, while parking district fees will remain intact. The fee reduction will only apply to business located inside the City limits and, as of now, the City of Sisters is not planning on continuing the license reduction program past FY 2020/21. The due date for FY 2020/21 business license renewals has been extended to August 31, 2020.

Based on the plan to provide a reduced annual business license fee, the City of Sisters is in effect contributing approximately \$35,000 of general fund resources to support local businesses. If you are a business that finds yourself doing well through this time, we encourage you to find different ways to support local businesses."

Financial Impact:

The General Fund impact for this program would be approximately \$35,000.

Attachment(s):

Resolution No. 2020-20

RESOLUTION NO. 2020-20

A RESOLUTION OF CITY OF SISTERS ESTABLISHING THE 2020/2021 FISCAL YEAR BUSINESS LICENSE RENEWAL FEE FOR CERTAIN BUSINESSES LOCATED WITHIN CITY'S INCORPORATED LIMITS.

WHEREAS, City of Sisters ("City") licenses and regulates businesses operating in City under Chapter 5.05 of the Sisters Municipal Code (the "Code"); and

WHEREAS, Section 5.05.050 of the Code provides, among other things, that every person, firm, company, or corporation desiring to conduct business in City must obtain a license as provided in Chapter 5.05 and pay the prescribed license fee; and

WHEREAS, Section 5.05.050 further provides that the license fee amounts will be in such amount or amounts established by resolution of the Sisters City Council (the "Council"); and

WHEREAS, as a result of governmental restrictions in response to the COVID-19 pandemic, numerous businesses located in City have closed, terminated employees, and/or experienced severely limited operations; and

WHEREAS, City anticipates that the COVID-19 pandemic will result in a detrimental impact on City's business community; and

WHEREAS, to support struggling businesses during the COVID-19 pandemic, City desires to provide limited financial relief to certain businesses located within City's incorporated limits in the form of a reduced business license renewal fee.

NOW, THEREFORE, BE IT RESOLVED that the City of Sisters resolves as follows:

1. Findings. The above-stated findings contained in this Resolution No. 2020-20 (this "Resolution") are hereby adopted.
2. Renewal Fee. Pursuant to Section 5.05.050 of the Code, for fiscal year 2020-2021 the applicable business license renewal fee for a business located within City's incorporated limits (i.e., a business with a physical address in City's incorporated limits) will be \$26.25 and the additional per employee fee for such business will be \$0.00. Except as expressly provided otherwise in this Resolution, the annual business license fee(s) (and renewal fee(s)) will be as set forth in City's master fee schedule (or as adopted by the Council from time to time).
3. Miscellaneous. The provisions of City's master fee schedule that are not amended or modified by this Resolution remain unchanged and in full force and effect. The provisions of this Resolution are 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. 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. 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.

ADOPTED by the City Council of City of Sisters and signed by the mayor this 24th day of June 2020.

Chuck Ryan, Mayor

ATTEST:

Kerry Prosser, City Recorder



Agenda Item Summary

Meeting Date: June 24, 2020

Staff: Paul Bertagna

Type: Regular Meeting

Dept: Public Works

Subject: Well 4 Phase A Public Improvement Contract

Action Requested: By motion, award a Public Improvement Contract to WEBEDONE INC dba Abbas Well Drilling in the amount not to exceed \$354,220.00 for the construction of Well 4 Phase A and authorize the City Manager to execute the contract.

Summary Points:

- This project is part of the 2017 Water Capital Facilities Plan. The estimated timing for this project in the master plan was 2027-28. Due to rapid growth, the resulting increase in water usage and contracting flexibility staff has recommended to move this project up in the priority list to be constructed in 2020/21.
- The project consists of constructing, developing and testing a municipal water supply well in volcanoclastic and basalt formations typical with the Deschutes Formation. The estimated depth is 300 feet with an estimated 200' of 16" casing 100' of 12" liner assembly. Work will include drilling, casing, screening, grout seal, developing and testing as required for a complete 1500 gpm well.
- Anderson Perry & Associates is the design engineer on this project and their construction estimate was \$489,000. (3) sealed bids were received June 16, 2020 with Abbas Well Drilling submitting the low bid of \$354,220.00.
- Construction was anticipated to start in mid-October 2020 with 120 calendar days for substantial completion. Staff would like to move the start date to mid-September to allow for site prep-work to begin prior to the campground closing. This will help keep the majority of the work outside of the colder temperature timeframe which can increase drilling/testing efficiency and production.
- As a reminder this contract is only for Phase A (Well Drilling) and the Phase B (Pumpstation/piping) design will begin this month to be ready for a fall bid date which will allow for the Phase B construction to begin directly after the completion of the well drilling.

Financial Impact: \$1,085,000 is budgeted in FY 2020/21 in the Water SDC Fund to pay for the construction of Phase A and the design and construction of Phase B.

Attachments: Bid Tab

**Well 4 Phase A
June 16, 2020 Bid Results**

Contractor:	Total Cost:
Schneider Water Services	\$439,065.00
Holt Services Inc	\$412,330.00
Abbas Well Drilling	\$354,220.00



Agenda Item Summary**Meeting Date:** June 24, 2020**Staff:** Cory Misley**Type:** Regular Meeting**Dept:** CMO**Subject:** Chamber Contract for Tourism Promotion

Action Requested:

Discussion and Approval of Agreement between the City of Sisters and the Sisters Area Chamber of Commerce to Provide Tourism-Related Services (Marketing and Promotion) for FY 2020/21.

Summary Points:

The agreement entered by the City and Chamber in July 2017 was for an initial three-year term ending June 30, 2020. Leading up to that year, Transient Room Tax (TRT) had been increasing year-over-year for a handful of years. The new agreement set a fixed amount of \$250,000 per year to go to the Chamber for tourism promotion.

Leading up to this past winter and spring, on the heels of the Sisters Country Vision, there was discussion around re-structuring the Chamber agreement and how the City manages the TRT for restricted-tourism purposes. The City Council Goals established in February 2020 for the following fiscal year included:

- Develop a strategic plan in regard to tourism with key community partners to guide the management of TRT funds.

The FY 2020/21 budget includes funds for “tourism strategic plan” that is anticipated to be a fall/winter 2020 process. Based on the outcome of that plan, and better understanding the longer-term impacts of COVID-19 on tourism and overnight stays/TRT, the City and Chamber can look beyond 2020/21 and adjust the agreement, as necessary.

Those two factors are the primary reasons this agreement is for a one-year term and is indexed to 33% of the actual TRT collected.

Financial Impact: In the FY 2020/21 budget, staff projected \$432,000 in revenue from the TRT. Based on ORS, 33% of that is restricted to tourism promotion or tourism facilities. This one-year agreement includes all 33% of that restricted revenue (\$160,162 based on our projection) going to the Chamber for tourism promotion. If TRT is less than or greater the Chamber will receive 33% of the actual amount collected on a month-by-month basis.

Attachments: Agreement between City of Sisters and Sisters Area Chamber of Commerce

**AGREEMENT TO
PROVIDE TOURISM-RELATED SERVICES**

This Agreement to Provide Tourism-Related Services (this "Agreement") is entered into on June 24, 2020, but made effective for all purposes as of July 1, 2020 (the "Effective Date"), between City of Sisters ("City"), an Oregon municipal corporation, whose address is 520 E Cascade Avenue, Sisters, Oregon 97759, and Sisters Area Chamber of Commerce ("Chamber"), an Oregon nonprofit corporation, whose address is 291 E Main Avenue, Sisters, Oregon 97759.

RECITALS:

A. City earmarks approximately 33% of the net revenue from City's local transient lodging tax for City's tourism fund (the "Tourism Fund"). The Tourism Fund is used for (a) funding tourism promotion or tourism-related facilities, and/or (b) financing or refinancing the debt of tourism-related facilities.

B. Subject to the terms and conditions contained in a certain Visitors Center Agreement dated July 1, 2017 (the "Expiring Agreement") between City and Chamber, Chamber provides certain tourism promotion services for and on behalf of City. The Expiring Agreement expires June 30, 2020.

C. Chamber has knowledge and experience concerning tourism promotion, including, without limitation, the ability to advertise and market City in a manner to encourage more people to come, visit, recreate, and shop in City.

D. The Sisters City Council (the "Council") has determined that it is in City's best interest to appropriate and disburse the Tax Revenue (as defined below) to Chamber to assist Chamber with Chamber's provision of the Services (as defined below).

AGREEMENT:

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

1. APPROPRIATION AND SERVICES

1.1 Appropriation of Tax Revenue. Subject to the terms and conditions contained in this Agreement, Council will appropriate and disburse to Chamber approximately 33% of net revenue from City's local transient lodging tax collected in the 2020-2021 fiscal year (the "Tax Revenue"). City will disburse the Tax Revenue on a monthly basis, commencing in August of 2020. Notwithstanding anything contained in this Agreement to the contrary, (a) City does not represent, warranty, and/or guaranty that Chamber will receive a specific Tax Revenue amount or percentage, and (b) City will be obligated to disburse Tax Revenue to Chamber only if (i) the Tax Revenue has been collected and appropriated by City, and (ii) Chamber is then (i.e., as of each disbursement) in compliance with the terms and conditions of this Agreement.

1.2 Provision of Tourism Promotion Services. Chamber will use and/or disburse the Tax Revenue for the sole and exclusive purpose of providing those services described on the attached Schedule 1.2 (the "Services") and for no other purpose. Chamber represents, warrants, and covenants

that the Services consist solely of the following types of tourism promotion services and/or activities: (a) advertising, publicizing, and/or distributing information for the purpose of attracting and welcoming Tourists (as defined below) to City; (b) conducting strategic planning and research necessary to stimulate future Tourism (as defined below) development; (c) marketing special events and festivals designed to attract Tourists to City; and (d) operating a Visitor Center (as defined below) in City. For purposes of this Agreement, the term "Tourism" and "Tourist(s)" have the meanings assigned to such terms under ORS 320.300(6) and ORS 320.300(10), respectively; the term "Visitor Center" means a building, or a portion of a building, the main purpose of which is to distribute or disseminate information to Tourists. City will not reimburse Chamber for any expenses incurred by Chamber in connection with the provision of the Services.

1.3 Recognition Statements. Chamber (and all other recipients of the Tax Revenue) will recognize City as a financial contributor with respect to Chamber's provision of the Services via plaque in a conspicuous location in the Visitor Center and through inclusion of City's logo and City-approved statement(s) in all advertising, marketing, promoting, and/or solicitation materials, publications, and/or documents intended to attract and/or welcome Tourists to City and/or promote Tourism, including, without limitation, advertising, marketing, promoting, and solicitation materials, publications, and/or documents concerning special events and festivals designed to attract Tourists to City.

2. RELATIONSHIP

2.1 Independent Contractor. Chamber is an independent contractor of City. Any contracts entered into between Chamber and any third-party will not be an obligation of City. Subject to the terms and conditions contained in this Agreement, Chamber will be free from direction and control over the means and manner of completing the Services, subject only to the right of City to specify the desired results and City's ability to measure Chamber's financial oversight (i.e., control) of the Tax Revenue.

2.2 Taxes; No Agency. City will not withhold any taxes from any payments made to Chamber, and Chamber will be solely responsible for paying all taxes arising out of or resulting from the provision of the Services, including, without limitation, income, social security, workers' compensation, and employment insurance taxes. This Agreement does not create an agency relationship between Chamber and City and does not establish a joint venture or partnership between Chamber and City. Chamber does not have the authority to bind City or represent to any person that Chamber is an agent of City.

3. REPRESENTATIONS; WARRANTIES; COVENANTS

In addition to any other representation or warranty made by Chamber under this Agreement, Chamber represents, warrants, and covenants to City as follows:

3.1 Organization; Authority; Binding Obligation. Chamber is an Oregon nonprofit corporation organized and validly existing under the laws of the State of Oregon. Chamber has full power and authority to sign and deliver this Agreement and to perform all Chamber's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Chamber, enforceable against Chamber in accordance with its terms. The signing and delivery of this Agreement by Chamber and the performance by Chamber of all Chamber's obligations under this Agreement will not (a) conflict with Chamber's articles of incorporation or bylaws, (b) breach any agreement to which Chamber is a party, or give any person the right to accelerate any obligation of Chamber, (c) violate any law,

judgment, and/or order to which Chamber is subject, and/or (d) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body.

3.2 Compliance with Laws; Quality of Services. Chamber will comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, applicable provisions of the Oregon Public Contract Code (ORS Chapters 279, 279A, 279B, and 279C) and specifically ORS 279B.020, 279B.230, and 279B.235. Chamber has obtained and will maintain all licenses, permits, registrations, and other governmental authorizations required to conduct Chamber's business and to provide the Services. Chamber will provide the Services to the best of Chamber's ability, diligently, in good faith, and in a professional manner. All Chamber's literature, materials, brochures, and/or related items will be of high quality and will not contain material offensive to a reasonable person of reasonable sensitivity. All supplies, equipment, fixtures, and other materials purchased or used by Chamber in furtherance of this Agreement will be of good quality and adequate for the function intended to be served. All promotional products will be timely distributed and to a wide viewing audience. To the extent possible, Chamber will purchase all materials used in connection with its performance of the Services from merchants and/or distributors physically located within City and/or its immediately surrounding areas.

3.3 Insurance. During the term of this Agreement, Chamber will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) public liability insurance against all losses or claims arising out of Chamber's performance of this Agreement with limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate; (b) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law; and (c) errors and omissions insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City, will list City and each City Representatives (as defined below) as an additional insured, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance Chamber is required to obtain under this Agreement may not be cancelled without thirty (30) days' prior written notice to City. Chamber's insurance will be primary and any insurance carried by City will be excess and noncontributing. Chamber will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements Chamber is required to obtain under this Agreement upon Chamber's execution of this Agreement and at any other time requested by City. If Chamber fails to maintain insurance as required under this Agreement, City will have the option, but not the obligation, to obtain such coverage with costs to be reimbursed by Chamber immediately upon City's demand.

3.4 Records; Accounting. Chamber's board of directors will provide guidance and oversight of the Tax Revenue. Chamber will maintain adequate books and records of all Tax Revenue received and all expenditures of the Tax Revenue (with supporting invoices) for a period of six years after the earlier termination or expiration of this Agreement (or such longer period as may be required by applicable federal, state, or local law, regulation, or ordinance). Chamber's books and records (a) will be complete and accurate in all material respects, (b) will represent actual, bona-fide transactions, and (c) will be maintained in accordance with sound business and auditing practices that include the maintenance of an adequate system of internal accounting controls. Within seventy-two (72) hours after City's request, Chamber will afford City (and/or its designee) the opportunity to inspect, review, audit, and/or copy Chamber's books, accounts, and/or records to confirm Chamber's compliance with this Agreement.

3.5 Productivity Report; Assignment. On or about January 15, 2021, Chamber will provide City a productivity report and appear before the Council at a regularly scheduled meeting to present the report and Chamber's findings. The productivity report will contain the following information: (a) a summary of the Services Chamber has completed, participated in, and/or accomplished during the term of this Agreement; (b) an activity report detailing progress on goals, objectives, and tasks identified in the any marketing plan; (c) a general overview of the local economy and Chamber's operations, including information on membership count, number of Visitor Center inquires, number of relocation packets requested, number of employees, board of directors, and any other information requested by City; (d) financial reports, including statement of revenues and expenditures which are specifically applicable to Chamber's operation of the Visitor Center and provision of Services; and (e) such other Chamber records, statements, books, and/or information that City may request. Chamber will assign all studies, reports, data, documents, and/or materials of any kind produced under this Agreement to City upon the earlier of City's request or termination of this Agreement.

3.6 Indemnification. Chamber releases and will defend, indemnify, and hold City, and each present and future City employee, officer, agent, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorney fees and costs, resulting from or arising out of the following: (a) Chamber's misapplication or misappropriation of the Tax Revenue; (b) state or federal anti-trust violations; (c) damages, injury, and/or death to persons or property; and/or (d) Chamber's breach and/or failure to perform any Chamber representation, warranty, obligation, and/or covenant contained in this Agreement. Chamber's indemnification obligation provided in this Section 3.6 will survive the earlier expiration or termination of this Agreement.

4. TERM; DEFAULT

4.1 Term of Agreement. The term of this Agreement commenced on the Effective Date and will remain in full force and effect until June 30, 2021, unless sooner terminated as provided in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated at any time by the mutual written agreement of City and Chamber or by either City or Chamber upon the giving of ninety (90) days' prior written notice to the other party.

4.2 Immediate Termination for Cause. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Chamber upon the occurrence of any of the following events (each an "Event of Default"): (a) Chamber engages in any form of conduct, activity, and/or action that may reflect adversely on City's reputation or operations; (b) Chamber fails to comply with any applicable federal, state, and/or local laws, regulations, and/or ordinance; (c) continuous and/or repeated problems occur in connection with the Services; and/or (d) Chamber breaches and/or otherwise fails to perform any Chamber representation, warranty, obligation, and/or covenant contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in City's sole discretion.

4.3 Consequences of Termination. Upon the earlier termination or expiration of this Agreement, City will not be obligated to reimburse or pay Chamber for any continuing contractual commitments to others and/or for penalties or damages arising from the cancellation of such contractual commitments. Within five days after the earlier termination or expiration of this Agreement, Chamber will deliver to City all materials and documentation, including raw or tabulated

data and work in progress, related to or concerning the Services. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Chamber. Chamber will return all Tax Revenue to City within seventy-two (72) hours of the earlier termination or expiration of this Agreement; provided, however, Chamber will have no obligation to return any Tax Revenue expended by Chamber prior to the earlier termination or expiration of this Agreement consistent with the terms and conditions contained in this Agreement.

4.4 Remedies. Upon the occurrence of an Event of Default, City may, in addition to any other remedy provided to City under this Agreement, pursue all remedies available to City at law or in equity, including, without limitation, recovering from Chamber the costs and expenses directly or indirectly incurred by City to provide the Services. All available remedies are cumulative and may be exercised singularly or concurrently.

5. MISCELLANEOUS

5.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Chamber will not assign this Agreement (and/or the Services) to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party.

5.2 Attorney Fees; Disputes Resolution. With respect to any dispute relating to this Agreement, or if a suit, action, arbitration, and/or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party will be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, and expenses incurred in connection therewith, as determined by the judge or arbitrator at trial, arbitration, or other proceeding, or on any appeal or review, in addition to all other amounts provided by law. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Chamber will exert their reasonable efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

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

5.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. If any provisions contained in an attached exhibit, schedule, instrument, document, and/or other attachment

conflicts with this Agreement, the provisions of this Agreement will control. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to Chamber's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses first set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation or delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

5.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, and/or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Chamber. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and contains all the terms and conditions of the parties' agreement and supersedes any other oral or written negotiations, discussions, representations, and/or agreements. Chamber has not relied on any promises, statements, representations, and/or warranties except as set forth expressly in this Agreement.

5.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

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

CITY:
City of Sisters,
an Oregon municipal corporation

CHAMBER:
Sisters Area Chamber of Commerce,
an Oregon nonprofit corporation

By: Cory Misley, City Manager

By: Judy Trego, Executive Director

Dated: _____

Dated: _____

Schedule 1.2
Description of Services

In addition to all other Services identified under this Agreement, Chamber will provide the following Services subject to and in accordance with this Agreement:

1. Serve as City's Destination Marketing Organization ("DNO") and the Services Country Visitors Bureau.
2. Operate the Visitor Center on a regular basis, including, without limitation, management and administration of the Visitor Center. Chamber will (a) provide all necessary staff, volunteers, materials, and services necessary to welcome and meet with visitors, (b) dispense information regarding the Sisters Country area, (c) develop necessary informational programs, and (d) coordinate with associated agencies and entities.
3. Provide all marketing, literature, advertising, staff, supplies, equipment and support designed to promote Sisters area as a destination for Tourists and other visitors. Chamber will coordinate its activities, as appropriate, with affiliated organizations such as Central Oregon Visitors Association, Travel Oregon, and other visitor promotional entities.
4. Promote Tourism by means of advertising, publicizing, and/or distributing information for the purpose of attracting and welcoming Tourists to City.
5. Printing, publishing, and distributing Tourism guides, brochures, maps and photo calendar.
6. Maintain a Tourism website with frequent update of information.
7. Chamber will fill-out a City event plan for each program it sponsors with Tax Revenue.

AFFORDABLE HOUSING PROGRAM- APPLICATION REVIEW

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

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

AFFORDABLE HOUSING PROGRAM- APPLICATION REVIEW

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

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

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

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

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

AFFORDABLE HOUSING PROGRAM- APPLICATION REVIEW

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

CITY OF SISTERS AFFORDABLE HOUSING PROGRAM APPLICATION

APPLICANT INFORMATION		
Applicant Name (including DBA): Sisters Habitat	Telephone No.: 541-549-1193	
Applicant Address: 121 Main St, Sisters OR 97759		
Applicant Email: sharlene@sistershabitat.org	Authorized Agent: Sharlene Weed	
Applicant is (please check the applicable box): <input type="checkbox"/> a housing authority <input checked="" type="checkbox"/> a qualified non-profit organization that constructs affordable housing <input type="checkbox"/> a for-profit developer of affordable housing for low- and moderate-income households		
MAR 01 2020		
Complete the following by attaching separate page(s) to this application: <div style="float: right; font-weight: bold; font-size: 1.2em;">RECEIVED</div>		
1. A description of the proposed project, including, without limitation, the type of housing, the proposed project location (i.e., identification of the real property of which the proposed project concerns), a timeline for project completion, and any additional information to demonstrate that the proposed project will satisfy the eligibility requirements of a "qualified project" under City's Affordable Housing Program (Ordinance No. 495) (the "Program").		
2. The amount of Program funds requested and the purposes for which the Program funds will be used (including, without limitation, identification of all eligible qualified expenses).		
3. The project pro forma, including, without limitation, identification of funding sources to be used in connection with the proposed project. Include evidence that all other funding commitments (e.g., conventional construction and permanent loans, subsidies and loans, and/or low-income housing tax credits) have been, or are anticipated will be, obtained.		
CERTIFICATION		
The undersigned Applicant (or authorized agent) hereby declares under penalty of perjury as follows: (a) Applicant is current on all City of Sisters accounts; (b) Applicant has read and agrees to comply with the Program; and (c) Applicant will enter into all applicable grant, loan, and/or Program documents and comply with all terms and conditions thereof, including, without limitation, the project affordability requirements.		
Applicant Signature: Sharlene Weed	Date: 2/29/20	
FOR CITY USE ONLY		
This application has been submitted to City. Please review the Applicant's information above. If necessary, contact the Applicant for further information. If you require additional space for comments, please attach your comments by separate page to this application.		
Administrator		
Does the Applicant meet the eligibility requirements contained in the Program? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Does the proposed project comply with the Program? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Recommendation - Approve Funding Request: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, please identify the recommended type of award (i.e., grant and/or loan) and award amount(s). GRANT / "AMOUNT" TBD	Comments: \$16,677 FOR THREE HOMES ON DESERT RBE LOOP; SEE SHARLENE'S EMAIL ATTACHED.	
Signature:	Date: 4/16/2020	
Council		
Approve Funding Request: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, complete the "Approved Request" section below.	Comments:	
Mayor's Signature:	Date of Council's Decision:	
Approved Request		
Type(s) of Funding: _____	Funding Amount(s): _____	Affordability Period: _____
Collateral Required? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please attach a separate page containing a description of the collateral.		
Please list any conditions of approval.		

6/17/2020
CRM

Kerry Prosser

From: Sharlene Weed <sharlene@sistershabitat.org>
Sent: Wednesday, June 10, 2020 4:26 PM
To: Cory Misley; Kerry Prosser
Cc: Peter Hall; Sharlene Weed
Subject: Habitat Affordable Housing Grant Application
Attachments: image001.jpg

Dear Cory and City Council,

I am writing to withdraw the ClearPine properties from Sisters Habitat's Affordable Housing Grant application. We had applied for funding in the amount equivalent to the Parks and Transportation SDCs for four homes. We had also intended to apply for funding for two additional ClearPine homes next year.

We are withdrawing the ClearPine properties at the request of 3 Sisters Partners, LLC. 3 Sisters has committed to making a cash and in-kind donation to Sisters Habitat that will be the equivalent or exceed the amount of our grant request to the City.

We would still like you to consider our request for funds for the three Village Meadows homes. Please let me know if you would like a revised application.

Best regards,
Sharlene

Sharlene Weed

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





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

CITY OF SISTERS

March 1, 2020

MAR 01 2020

Dear Sisters City Council,

RECEIVED 1:43pm

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

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

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

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

A handwritten signature in cursive script that reads "Sharlene Weed".

Sharlene Weed
Executive Director

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

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

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

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

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

Home addresses are listed below:

1. 302 Desert Rose Loop

2. 303 Desert Rose Loop

3. 313 Desert Rose Loop

4. 1124 Bluebird Street

5. 1116 Bluebird Street

6. 1092 Bluebird Street

7. 1084 Bluebird Street

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

We are requesting a total of \$20,479

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

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

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

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

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

Project Budget:

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

Sources of income:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CITY OF SISTERS

MAR 24 2020

RECEIVED

PRODUCER
Lockton Affinity, LLC
P.O. Box 873401
Kansas City, MO 64187-3401

CONTACT NAME	
PHONE (A/C No./Ext): 888-553-9002	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
NAIC	
INSURER-A: ACE American Insurance Co.	22667
INSURER-B:	
INSURER-C:	
INSURER-D:	
INSURER-E:	
INSURER-F:	

INSURED
Sisters Habitat for Humanity
PO Box 238,
Sisters, OR 97759-0238

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IN SR LT R	TYPE OF INSURANCE	ADDL INSR	SUB R WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		GL1065544-20	04/01/2020	04/01/2021	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 0
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per Person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED						RETENTION \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N						WC STATUTORY LIMITS	OTHER
	OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) If yes, describe under						E.L. EACH ACCIDENT	\$
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

CERTIFICATE HOLDER

City of Sisters
PO BOX 39,
Sisters, OR 97559

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE
Pat D. France



Oregon

Kate Brown, Governor

Housing and Community Services

North Mall Office Building

725 Summer St NE Ste B

Salem, OR 97301-1266

PHONE: (503) 986-2000

FAX: (503) 986-2020

TTY: (503) 986-2100

**NOTICE OF FUND AVAILABILITY
RESERVATION LETTER –
LIFT HOMEOWNERSHIP 2018**

September 12, 2018

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

ClearPine, Project #3359

Dear Sharlene :

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

- Up to \$390,000 LIFT Homeownership Funding

Acceptance of Funding Reservation:

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

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

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

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

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

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

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

2018 LIFT Homeownership NOFA Reservation Letter

ClearPine, Sisters

Project Number 3359

Page 1 of 10

INITIAL SAW



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

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

By: Sisters Habitat for Humanity



Signature of Authorized Signer



Date

Signature of Board Chair or CEO, if different than above

Date

Date February 26, 2020

Affiliate Contact Name Sharlene Weed

Affiliate Name Sisters HFH (OR)

Affiliate Address PO Box 238

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

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

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

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

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

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



Sharlene Weed <director@sistershabitat.org>

City Accounts

2 messages

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

Fri, Apr 10, 2020 at 4:00 PM

Kim,
As part of our Affordable Housing Grant application Cory has asked that we get Certification" that we are current on all city accounts.
Can you provide that information?
Thanks for your help.
Sharlene

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

 Email_logo_Sisters_Hz_White with blue bkg



image001.jpg
4K

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

Fri, Apr 10, 2020 at 4:13 PM

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

Thank you,

Kim Keeton
Accounting Technician
City of Sisters | Finance Dept.

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

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
04/07/2020	012094	Payment	174143	3517			
03/31/2020	012072	Bill		2/24- 3/23 04/10	60.35	60.35	0.00
03/05/2020	012029	Payment	173322	3481			60.35
02/28/2020	012008	Bill		1/23- 2/24 03/10	62.35	62.35	0.00
02/08/2020	011982	Payment	172567	3444			62.35
01/31/2020	011944	Bill		12/23- 1/23 02/10	61.35	61.35	0.00
01/09/2020	011896	Payment	171879	3405			61.35
12/31/2019	011876	Bill		11/22-12/23 01/10	61.35	61.35	0.00
12/06/2019	011834	Payment	170994	3361			61.35
11/29/2019	011814	Bill		10/23-11/22 12/10	81.20	81.20	0.00
11/08/2019	011785	Payment	170258	3315			81.20
10/31/2019	011759	Bill		9/23-10/23 11/10	69.35	69.35	0.00
10/11/2019	011718	Payment	169472	3285			69.35
09/30/2019	011690	Bill		8/23- 9/23 10/10	98.35	98.35	0.00
09/09/2019	011640	Payment	168601	3235			98.35
08/30/2019	011621	Bill		7/22- 8/23 09/10	108.35	108.35	0.00
08/05/2019	011558	Payment	167513	3186			108.35
07/30/2019	011546	Bill		6/21- 7/22 08/10	101.35	101.35	0.00
07/12/2019	011518	Payment	167028	3156			101.35
06/28/2019	011491	Bill		5/22- 6/21 07/10	97.60	97.60	0.00
06/07/2019	011449	Payment	165632	3105			97.60
05/31/2019	011422	Bill		4/22- 5/22 06/10	81.60	81.60	0.00
05/06/2019	011384	Payment	164537	3056			81.60
04/30/2019	011365	Bill		3/22- 4/22 05/10	60.60	63.27	0.00
04/11/2019	011329	Payment	164010	3016			63.27
03/29/2019	011302	Bill		2/22- 3/22 04/10	60.60	64.86	2.67
03/11/2019	011259	Payment	163151	2974			67.53
02/28/2019	011231	Bill		1/24- 2/22 03/10	60.60	53.67	6.93
02/11/2019	011195	Payment	162394	2932			60.60
01/31/2019	011169	Bill		12/21- 1/24 02/10	62.60	62.60	0.00
01/11/2018	011138	Payment	161720	2876			62.60
12/31/2018	011108	Bill		11/21-12/21 01/10	61.60	61.60	0.00
12/14/2018	011086	Payment	161021	2818			61.60
11/30/2018	011041	Bill		10/24-11/21 12/10	61.60	61.60	0.00
11/09/2018	011003	Payment	159917	2769			61.60
10/31/2018	010986	Bill		9/24-10/24 11/10	73.60	73.60	0.00
10/05/2018	010928	Payment	158917	2718			73.60
09/28/2018	010910	Bill		8/23- 9/24 10/10	104.60	104.60	0.00
09/10/2018	010854	Payment	158086	2676			104.60
08/31/2018	010838	Bill		7/23- 8/23 09/10	103.60	103.60	0.00
08/10/2018	010795	Payment	157284	2619			103.60
07/31/2018	010771	Bill		6/22- 7/23 08/10	91.60	91.60	0.00
07/09/2018	010720	Payment	156336	2551			91.60
06/29/2018	010699	Bill		5/23- 6/22 07/10	86.50	86.50	0.00
06/11/2018	010662	Payment	155342	2521			86.50
05/31/2018	010646	Bill		4/23- 5/23 06/10	84.50	84.50	0.00
05/07/2018	010590	Payment	154042	2454			84.50
04/30/2018	010575	Bill		3/22- 4/23 05/10	59.50	59.50	0.00
04/12/2018	010549	Payment	153572	2401			59.50
03/30/2018	010523	Bill		2/22- 3/22 04/10	58.50	58.50	0.00
03/19/2018	010502	Payment	152853	2376			58.50
02/28/2018	010459	Bill		1/22- 2/22 03/10	59.50	59.50	0.00
02/06/2018	010424	Payment	151505	2313			59.50
01/31/2018	010406	Bill		12/21- 1/22 02/10	60.95	60.95	0.00
01/08/2018	010351	Payment	150704	2270			60.95
12/29/2017	010336	Bill		11/22-12/21 01/10	99.29	109.29	0.00
12/07/2017	010295	Payment	149817	2234			109.29
12/01/2017	010286	Payment	149671	2214			10.00
						102.59	69.59

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
04/07/2020	012094	Payment	174143	3517			
03/31/2020	012072	Bill		2/24- 3/23 04/10		57.27	0.00
03/05/2020	012029	Payment	173322	3481	57.27		57.27
02/28/2020	012008	Bill		1/23- 2/24 03/10		58.27	0.00
02/06/2020	011962	Payment	172567	3444	58.27		58.27
01/31/2020	011844	Bill		12/23- 1/23 02/10		57.27	0.00
01/09/2020	011896	Payment	171879	3405	57.27		57.27
12/31/2019	011876	Bill		11/22-12/23 01/10		57.27	0.00
12/06/2019	011834	Payment	170994	3361	57.27		57.27
11/29/2019	011814	Bill		10/23-11/22 12/10		78.12	0.00
11/08/2019	011785	Payment	170258	3315	78.12		78.12
10/31/2019	011759	Bill		9/23-10/23 11/10		59.27	0.00
10/11/2019	011718	Payment	169472	3285	59.27		59.27
09/30/2019	011690	Bill		8/23- 9/23 10/10		61.27	0.00
09/09/2019	011640	Payment	168601	3235	61.27		61.27
08/30/2019	011621	Bill		7/22- 8/23 09/10		61.27	0.00
08/05/2019	011558	Payment	167513	3186	61.27		61.27
07/30/2019	011546	Bill		6/21- 7/22 08/10		61.27	0.00
07/12/2019	011518	Payment	167028	3156	61.27		61.27
06/28/2019	011491	Bill		5/22- 6/21 07/10		62.82	0.00
06/07/2019	011449	Payment	165632	3105	62.82		62.82
05/31/2019	011422	Bill		4/22- 5/22 06/10		62.82	0.00
05/06/2019	011384	Payment	164537	3056	62.82		62.82
04/30/2019	011365	Bill		3/22- 4/22 05/10		61.49	0.00
04/11/2019	011329	Payment	164010	3016	58.82		61.49
03/29/2019	011302	Bill		2/22- 3/22 04/10		59.08	2.67
03/11/2019	011259	Payment	163151	2974	54.82		61.75
02/28/2019	011231	Bill		1/24- 2/22 03/10		48.89	6.93
02/11/2019	011195	Payment	162394	2932	55.82		55.82
01/31/2019	011169	Bill		12/21- 1/24 02/10		54.82	0.00
01/11/2019	011138	Payment	161720	2876	54.82		54.82
12/31/2018	011108	Bill		11/21-12/21 01/10		64.82	0.00
12/14/2018	011086	Payment	161021	2818	64.82		64.82
11/30/2018	011041	Bill		10/29-11/21 1ST BILL		71.16	0.00
					71.16		71.16

Service Address: 302 N DESERT ROSE LP

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

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

Kerry Prosser

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

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

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

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

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

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

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

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

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

- Security

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

Thanks Cory!

Let me know if you need anything else.

Have a great weekend.

Sharlene

Sharlene Weed

Executive Director, Sisters Habitat for Humanity

[141 W. Main Ave.](#), PO Box 238, Sisters, OR 97759

office: [541-549-1193](tel:541-549-1193) • fax: [541-549-6695](tel:541-549-6695)

sharlene@sistershabitat.org • www.sistershabitat.org



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

Sharlene,

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

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

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

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

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

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

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

Thanks,

Cory

Cory Misley

City Manager

City of Sisters | City Manager's Office

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

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

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



This email is public record of the City of Sisters and is subject to public inspection unless exempt from disclosure under Oregon

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