



CITY COUNCIL Agenda

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

Wednesday, August 26, 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. Sheriff Update- *Lt. Bailey*
2. Discussion of Community Grant Allocation-*K. Prosser*
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, August 26, 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. August 12, 2020- Regular
- B. Bills to Approve
 1. August 21, 2020- Accounts Payable
- C. Accept the Public Improvements for ClearPine Phase V.

VI COUNCIL BUSINESS

- A. **Discussion and Consideration of Resolution 2020-28: A RESOLUTION OF CITY OF SISTERS PROMOTING INCLUSION IN OUR COMMUNITY- C. Misley**
- B. **Discussion and Consideration of a Motion to Award Community Grant Funds for Fiscal Year 2020/21- K. Prosser**
- C. **Discussion and Consideration of a Motion to Approve an Affordable Housing Grant Agreement between Sisters Habitat for Humanity and City of Sisters for \$6,627 and Authorize the City Manager to Execute the Agreement-C. Misley**
- D. **Discussion and Consideration of a Motion to Approve a Memorandum of Understanding between the Sisters School District and City of Sisters for Right-of-Way Acquisition for the Locust/Hwy20 Roundabout Subject to Legal Review and Revision and Authorize the City Manager to Execute the Agreement- C. Misley**

VII OTHER BUSINESS

- A. Staff Comments

VIII MAYOR/COUNCILOR BUSINESS

IX ADJOURN

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

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



Agenda Item Summary

Meeting Date: August 26, 2020
Type: Workshop/Regular Meeting
Subject: Community Grant

Staff: K. Prosser, J. O'Neill
Dept: City Manager

Action Requested/Motion: *Workshop:* Review and discuss the attached community grant spreadsheet. *Regular Meeting:* By motion establish which organizations and agencies will be recipients of community grant funds for FY 2020/21 and determine the amount given to each.

Summary Points: The City of Sisters has budgeted \$40,000 for community grant funds to be used by non-profits and other entities that provide projects or programs in the Sisters area. Grants are awarded for the purpose of meeting essential needs, educational enrichment, recreational opportunities and other miscellaneous community needs.

Attached is the grant request spreadsheet for City Council consideration.

As part of the Community Grant award process, those organizations and entities receiving a grant are asked to provide a written account of exactly how the funds were used.

Financial Impact: The FY 2020/21 adopted budget includes \$40,000 for community grants.

Attachment(s):

FY 2020/21 Grant Request Spreadsheet
Community Grant Policy

COMMUNITY GRANT REQUESTS FY 2020-21					
ORGANIZATION	PURPOSE	REQUESTED AMT.	AWARD	PREV. YEAR	# YRS AWARDED
Advocate for Life Skills & Opportunities	Employment Resource Fair	\$ 1,500.00		New	0
Age Friendly Sisters Country	PPE For STARS Volunteer Drivers	\$ 750.00		\$ 500.00	1
Assistance League of Bend	Operation School Bell	\$ 1,200.00			1
Circle of Friends	Needs in Response to COVID-19	\$ 2,500.00			6
Citizens 4 Community	Activities to Support DEI in Schools	\$ 750.00		\$ 500.00	3
Family Access Network (Sisters)	Past Due Utility Payments	\$ 5,000.00		\$ 2,500.00	9
Family Access Network (Sisters)	Shower Tokens	\$ 900.00		\$ 750.00	1
Furry Friends	Pet food, supplies, vet care	\$ 2,000.00		\$ 1,000.00	3
Heart of Oregon Corp	Leadership Wed. Lunch at YouthBuild	\$ 5,000.00		\$ 900.00	3
Kiwanis of Sisters	Children's Programs	\$ 2,000.00		\$ 1,000.00	2
Seed to Table Oregon	COVID-19 Education Program	\$ 1,800.00		\$ 1,400.00	6
Silent Echo Theater Company	Produce Theatrical Events in Sisters	\$ 1,500.00		\$ -	0
Sisters Farmers Market	Subsidizing Vendor Fees/COVID-19 Costs	\$ 4,500.00		\$ 900.00	2
Sisters Folk Festival	Economic Replacement Activities SFF 2020	\$ 2,500.00		\$ 667.00	6
SOAR	Create & Manage SPRD Youth Center	\$ 12,000.00		New	0
Sisters Outdoor Leadership Exp. (SOLE)	Facilitating Outdoor Experience	\$ 1,000.00		\$ 600.00	3
Sisters Outdoor Quilt Show	2021 Show Permit & Fees	\$ 7,100.00		\$ -	1
Sisters Science Club	Support Science Education in Sisters Schools	\$ 1,000.00		\$ 563.00	2
SMART	SMART Reading Program in Sisters	\$ 500.00		\$ 500.00	8
Three Sisters Historical Society	Educational Content for New Museum	\$ 3,000.00		\$ 813.00	3
Together for Children	Play Labs for Families Birth to 3 yrs	\$ 2,600.00		New	0
VFW Post 8138 (Sisters)	Replacement & Maintenance of Flags	\$ 700.00		\$ 250.00	7
Warfighters Outfitters Inc.	Camping and Safety Commitment	\$ 5,000.00		\$ 1,000.00	3
Wellhouse Church/Wellhouse Market	Food for Food Pantry	\$ 2,000.00		New	0
Wellspring Preschool	Preschool Student Scholarships	\$ 28,060.00		New	0

Keep in Reserve for Future Requests

\$ 40,000

TOTAL REQUESTS \$ 94,860.00

TOTAL AWARDED \$ -

Available for Grants \$ 40,000.00

CITY OF SISTERS	
POLICY: COMMUNITY GRANT CRITERIA	NUMBER: CMO 102
EFFECTIVE DATE: 04/11/2018	APPROVAL: CITY COUNCIL

I. **POLICY:** It is the policy of the City of Sisters to provide assistance to non-profits and for profit entities and organizations, who serve the Sisters community.

Community entities and organizations that serve the Sisters community, but are not designated non-profits, will need to meet at least one of the following criteria to be eligible for a grant:

- Provides assistance for essential utilities, food, medical needs, clothing or shelter.
- Provides educational or recreational opportunities for children or seniors.
- Generates/supports economic activity in Sisters.

In evaluating requests from non-profits and for-profit entities and organizations the City will consider the following:

- The requesting organization's history of success.
- The organizational and financial stability of the requesting organization.
- The number and types of community members served by the request.
- The ability to measure and track the effectiveness of the project or service.
- Community grant funds will not be used for travel, budget deficits or for routine operating expenses.

II. **PURPOSE:** To set forth the procedures, terms and conditions under which the City will consider making grant awards to community entities & organizations as budgeted funds allow.

III. **PROCEDURES:**

City of Sisters

- ❖ In reviewing the annual budget, the City Budget Committee will set an amount targeted for community assistance grants.
- ❖ Publish an announcement in the Nugget Newspaper announcing the City will be accepting Community Grant applications. The announcement will continue to run until the application due date.
- ❖ Collect date stamped applications until the deadline.
- ❖ Create a spreadsheet of all the community grant requests received.

- ❖ Schedule a workshop for the City Council to discuss and determine who the grant recipients will be and the dollar amount of the grant. The City Council approves the grant recipients and amounts at a regular meeting.
- ❖ The City Council approves the City Budget. The grant award is contingent on the Council's approval of the budget and appropriation of funds for community grants for the upcoming fiscal year.
- ❖ Send a letter to entities confirming grant amount received.
- ❖ Send a letter of regret to entities that were not chosen to receive grants.

Community Grant Applicant

- ❖ Submit a Community Grant application prior to the deadline along with a letter supporting the request. The letter should include how the funds will be used, including the benefit to citizens, number and types (children, seniors etc.) of community members served, positive impacts to the community and any other information relevant to the request.
- ❖ Provide a letter to the City of Sisters upon completion of the project/or fiscal year end detailing how the funds were used.

MEMBERS PRESENT:

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

STAFF PRESENT:

Cory Mисley City Manager
Paul Bertagna PW Director
Joe O'Neill Finance Director
Kerry Prosser City Recorder

I CALL TO ORDER/PLEDGE OF ALLEGIANCE

The meeting was called to order by Mayor Ryan at 6:34 pm.

II ROLL CALL

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

III APPROVAL OF AGENDA

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

IV VISITOR COMMUNICATION-None

V CONSENT AGENDA

- A. Minutes
 - 1. June 10, 2020-Workshop
 - 2. July 22, 2020- Regular
 - 3. July 22, 2020- Workshop

- B. Bills to Approve
 - 1. August 7, 2020- Accounts Payable

- C. Provide a Favorable Recommendation to the Oregon Liquor Control Commission (OLCC) on the Annual Renewal of Liquor Licenses for Sisters Businesses.

- D. Accept the Public Improvements for McKenzie Meadows Phase II.

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

VI COUNCIL BUSINESS

- A. **Public Hearing and Consideration of Ordinance 506: AN ORDINANCE OF CITY OF SISTERS AMENDING TITLE 2 OF THE SISTERS MUNICIPAL CODE**

CONCERNING THE FORMATION, OPERATION, AND PROCEDURES FOR
COMMITTEES, COMMISSIONS AND ADVISORY BOARDS.

Mayor Ryan opened the public hearing.

City Recorder Prosser reviewed this ordinance would streamline the recruitment and appointment of boards and commissions. After the effective date of the ordinance, the boards would be re-established by resolutions.

Council President Connolly was excited by these changes and the opportunity for more community awareness about board openings.

Mayor Ryan asked for public comment. There was no public comment; Mayor Ryan closed the public hearing.

Councilor Blum moved to have the City Manager read Ordinance 506 by title only. Council President Connolly seconded the motion. The motion carried 5-0.

City Manager Misley read Ordinance 506 by title.

Council President Connolly moved to approve and adopt Ordinance 506. Councilor Blum seconded the motion. A roll call vote was taken. The motion carried 5-0

B. Discussion and Consideration of Resolution 2020-23: A RESOLUTION OF CITY OF SISTERS ESTABLISHING THE CITY PARKS ADVISORY BOARD.

Councilor Blum moved to adopt Resolution 2020-23. Councilor Preedin seconded the motion. The motion carried 5-0.

C. Discussion and Consideration of Resolution 2020-24: A RESOLUTION OF CITY OF SISTERS ESTABLISHING THE URBAN FORESTRY BOARD.

Councilor Preedin moved to adopt Resolution 2020-24. Councilor Blum seconded the motion. The motion carried 5-0.

D. Discussion and Consideration of Resolution 2020-25: A RESOLUTION OF CITY OF SISTERS ESTABLISHING THE HOUSING POLICY ADVISORY BOARD.

Council President Connolly moved to adopt Resolution 2020-25. Councilor Blum seconded the motion. The motion carried 5-0.

E. Discussion and Consideration of Resolution 2020-26: A RESOLUTION OF CITY OF SISTERS ESTABLISHING THE PLANNING COMMISSION.

Councilor Preedin moved to adopt Resolution 2020-26. Councilor Blum seconded the motion. The motion carried 5-0.

F. Discussion and Consideration of Resolution 2020-27: A RESOLUTION OF CITY OF SISTERS ESTABLISHING THE PUBLIC WORKS ADVISORY BOARD.

Council President Connolly moved to adopt Resolution 2020-27. Co seconded the motion. The motion carried 5-0.

G. Discussion and Consideration of a Motion to Approve an Intergovernmental Agreement (IGA) with the Oregon Department of Transportation (ODOT) for East Portal Acquisition from the Forest Service Subject to Legal Revisions.

City Manager Misley reviewed Council had seen this document at a previous workshop, and now the cost estimate had been plugged into this IGA. He said depending on the Forest Service response to the offer, this IGA may need to be amended or another option may need to be put on the table; this was a starting point for acquiring the property.

City Manager Misley noted staff had shared a rendering of the property at the last workshop outlining who would potentially own which portion of the property, the ownership was still subject to adjustment; the rendering was not part of this agreement.

Councilor Blum asked if we did a Master Plan on the East Portal property would all suggestions be on the table. City Manager Misley replied we had discretion on where we started. He said If we acquired the land with ODOT, in some way, it would be a multi-modal transportation hub. We wanted to be respectful of existing amenities and would have to be thoughtful about the process.

Councilor Esterman wanted to move the process forward and see what happened.

Council President Connolly moved to approve an IGA with ODOT for the East Portal acquisition subject to legal revisions. Councilor Blum seconded the motion. The motion carried 5-0.

H. Discussion and Consideration of a Motion to Approve a Professional Services Agreement with Angelo Planning Group, Inc. for the Comprehensive Plan Update in an amount not to Exceed \$95,000 and Authorize the City Manager to Execute the Agreement Subject to Legal Revision.

City Manager Misley reviewed updating the Comprehensive Plan had been set in motion with the FY 2020/21 Council goal setting. The timing of the update was strategic as it built off the Vision work. City Manager Misley said the City was awarded a grant from the Department of Land Conservation and Development (DLCD) to support the update. He

noted this project was a big undertaking and a large contract amount and Principal Planner Mardell had done a lot of work to refine the scope of the project.

City Manager Misley disclosed that Scott Edelman of DLCD had reached out to him last week and informed him with current budget cuts at the State level, we might see a reduction in our grant. City Manager Misley was optimistic the cut would not be more than \$5,000.

Councilor Blum noted this project was a big undertaking that would last a long time if we did it well. Councilor Preedin said this was another example of how we were growing up as a community; we needed to get the language right in this plan.

Mayor Ryan asked why so many hours were allocated to Ruth Williams and Stephen Ames for Vision assessment. City Manager Misley noted they were sub-consultants for Angelo Planning Group and would help the process get off the ground quickly and in the right direction with community outreach and other areas. Because they worked on the Vision, they would have data we might not be able to access otherwise. City Manager Misley explained staff had reduced the hours they would be used from the original scope. Councilor Blum said for outreach on this project; we needed someone who had time and familiarity with our community, which Mr. Ames and Ms. Williamson had because of their work on the Vision. City Manager Misley noted this was a big project to undertake in a short time, and we needed every advantage we could find.

Councilor Esterman appreciated City Manager Misley's transparency on the grant issue.

Councilor Preedin moved to approve a PSA with Angelo Planning Group Inc. for the Comprehensive Plan update in an amount not to exceed \$95,000 and authorize the City Manager to execute the agreement subject to legal revisions. Council President Connolly seconded the motion. The motion carried 5-0.

VII OTHER BUSINESS

A. Update on Locust/20 Roundabout Property Acquisition

Director Bertagna said ODOT and City staff were currently reviewing 30% Design Acceptance Plans (DAP) provided by the ODOT Roadway team. This process would be completed in the next 30-45 days, at which point the project team would have DAP approvable plans ready to be submitted to the State.

Director Bertagna said the 30% plans established the project footprint, which defined the necessary Right-of-Way acquisition; the Sisters School District (SSD) owned most of the

property. Staff recently met with School Superintendent Curtis Scholl to discuss the potential of entering into an agreement that would allow the City to purchase the necessary right-of-way from SSD. As part of SSD's current Transportation Facility project, they were required to pay approximately \$34,000 in Water/Sewer/Transportation System Development Charges (SDC's) before final occupancy. Director Bertagna said in-lieu of the SDC payment this agreement would allow the City to use the amount owed to the City as a credit towards the cost of acquiring the right-of-way from the district. The responsible party would pay any amount over/under the appraised value. Superintendent Scholl was in favor of this process as he had done this in a previous district.

Once the sales agreement was in place, the third-party appraisal would be the next step in the procurement process. Moving ahead with the agreement and appraisal would keep both parties on schedule to finalize the property acquisition in FY 2020/21. Staff would bring a formal agreement to Council at the next meeting.

City Manager Misley noted this process was Director Bertagna's idea back in February; this process had allowed SSD to move forward with its construction project. City Manager Misley stated it was refreshing to work in partnership with SSD.

B. Staff Comments

City Manager Misley reviewed Citizens4Community had been organizing a community website partnership, which would be a one-stop-shop for how the community connected.

The Vision Executive Committee (VET) had held its first meeting. Their role was to help expedite what went to the Vision Implementation Team. The VET members included City Manager Misley, Chief Johnson, Caprielle Foote-Lewis, and Steve Swisher.

Councilor Preedin asked what the timeframe was for 100% execution of the law enforcement contract. City Manager Misley replied we would not have our permanent lieutenant until January 2021, but he thought the deputies would be placed over the next few months. He said he would let Council know when the patrol cars were ready. City Manager Misley talked weekly with our interim lieutenant, William Bailey. He did not think we would start our strategic plan until our full-time Lieutenant was in place.

VIII MAYOR/COUNCILOR BUSINESS

Councilor Blum reviewed the Central Oregon Area Commission on Transportation (COACT) committee was in flux as the transportation committee was deciding whether funding and project decisions would be made locally. Currently, COACT had limited say in where funds were allocated.

REGULAR MEETING MINUTES
SISTERS CITY COUNCIL
520 E. CASCADE AVENUE
AUGUST 12, 2020

Councilor Preedin said Sister Country Economic Development (SCED) would not meet in August. He and Caprielle Foote-Lewis had been talking about the Made in Sisters event happening in October instead of November; they were working on the details.

Mayor Ryan attended the new Peterson Ridge Trailhead dedication. He said Public Works had done a timely job of decommissioning the old trailhead.

Mayor Ryan noted funding for fire restoration in areas such as the Pole Creek and the Millie Fire was running out, and County Commission candidate Phil Chang asked Mayor Ryan to send a letter asking for the funding to be replenished. Council concurred the Mayor could send the letter.

IX ADJOURN: 7:29 pm.

Kerry Prosser, City Recorder

Chuck Ryan, Mayor

PACKET: 03091 8/26/2020 AP KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====							
01-0295		AERATION INDUSTRIES INTERNATIO					
I-0158582		SW1901 AERATOR IMP	127,683.00				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		SW1901 AERATOR IMP		05 5-00-906	CAPITAL OUTLAY		127,683.00
		=== VENDOR TOTALS ===	127,683.00				
=====							
01-0907		AIRGAS USA, LLC					
I-9972927639		CHLORINE	83.76				
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N			
		CHLORINE		02 5-00-712	CHEMICALS		83.76
		=== VENDOR TOTALS ===	83.76				
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01-1141		ANDERSON PERRY & ASSOCIATES, I					
I-68857		WA1904 WELL4 SERVICES	1,464.68				
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: Y			
		WA1904 WELL4 SERVICES		11 5-00-906	CAPITAL OUTLAY		1,464.68
		=== VENDOR TOTALS ===	1,464.68				
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01-0018		BAXTER AUTO PARTS					
I-28-660682		TAIL LIGHT-TQ	28.72				
8/12/2020	AP-US	DUE: 9/15/2020 DISC: 9/10/2020	0.57CR	1099: N			
		TAIL LIGHT-TQ		02 5-00-796	VEHICLE MAINTENANCE		8.62
		TAIL LIGHT-TQ		03 5-00-796	VEHICLE MAINTENANCE		11.49
		TAIL LIGHT-TQ		05 5-00-796	VEHICLE MAINTENANCE		8.61
I-28-660744		1/4" DRIVER	3.99				
8/13/2020	AP-US	DUE: 9/15/2020 DISC: 9/10/2020	0.08CR	1099: N			
		1/4" DRIVER		05 5-00-746	SMALL TOOLS & EQUIPMENT		0.76
		1/4" DRIVER		02 5-00-746	SMALL TOOLS & EQUIPMENT		0.84
		1/4" DRIVER		03 5-00-746	SMALL TOOLS & EQUIPMENT		1.07
		1/4" DRIVER		01 5-05-746	SMALL TOOLS & EQUIPMENT		0.80
		1/4" DRIVER		01 5-03-746	SMALL TOOLS & EQUIPMENT		0.52
I-28-661041		OIL, BLADES, WASHER FLUID-DT	130.30				
8/17/2020	AP-US	DUE: 9/15/2020 DISC: 9/10/2020	2.61CR	1099: N			
		OIL, BLADES, WASHER FLUID-DT		03 5-00-796	VEHICLE MAINTENANCE		43.43
		OIL, BLADES, WASHER FLUID-DT		02 5-00-796	VEHICLE MAINTENANCE		43.43
		OIL, BLADES, WASHER FLUID-DT		05 5-00-796	VEHICLE MAINTENANCE		43.44
I-28-661042		WIPER BLADES-JS	32.58				
8/17/2020	AP-US	DUE: 9/15/2020 DISC: 9/10/2020	0.65CR	1099: N			
		WIPER BLADES-JS		01 5-03-796	VEHICLE MAINTENANCE		6.49
		WIPER BLADES-JS		01 5-05-796	VEHICLE MAINTENANCE		6.49
		WIPER BLADES-JS		02 5-00-796	VEHICLE MAINTENANCE		6.49
		WIPER BLADES-JS		03 5-00-796	VEHICLE MAINTENANCE		6.49

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PACKET: 03091 8/26/2020 AP KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-0018	BAXTER AUTO PARTS	(** CONTINUED **)				
		WIPER BLADES-JS		05 5-00-796	VEHICLE MAINTENANCE	6.62

I-28-661115		SWEEPER PARTS	52.01			
8/17/2020	AP-US	DUE: 9/15/2020 DISC: 9/10/2020	1.04CR	1099: N		
		SWEEPER PARTS		03 5-00-796	VEHICLE MAINTENANCE	52.01
		=== VENDOR TOTALS ===	247.60			
=====						
01-1173	COMFORT FLOW HEATING					

I-SVC227020		PWHQ	242.00			
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		PWHQ		01 5-03-788	PWHQ MAINTENANCE	242.00
		=== VENDOR TOTALS ===	242.00			
=====						
01-0210	CONSOLIDATED SUPPLY CO.					

I-S009879178.001		HYDRANT EXTENSION	409.51			
8/07/2020	AP-US	DUE: 8/07/2020 DISC: 8/07/2020		1099: N		
		HYDRANT EXTENSION		02 5-00-765	IMPROVEMENTS & REPAIRS	409.51
		=== VENDOR TOTALS ===	409.51			
=====						
01-0024	CURTS ELECTRIC					

I-5740		SHOWER LIGHT REPLACEMENT	100.00			
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		SHOWER LIGHT REPLACEMENT		01 5-05-786	PARK MAINTENANCE	100.00

I-5741		STREET LIGHTS-MAIN ST	304.44			
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		STREET LIGHTS-MAIN ST		03 5-00-778	STREET LIGHTS	304.44

I-5742		RESTROOM LIGHT-FIR ST PARK	251.18			
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		RESTROOM LIGHT-FIR ST PARK		01 5-05-786	PARK MAINTENANCE	251.18
		=== VENDOR TOTALS ===	655.62			
=====						
01-0938	CXT, INC.					

I-376853		LOCH MAINTENANCE	1,571.99			
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		LOCH MAINTENANCE		01 5-05-786	PARK MAINTENANCE	1,571.99

I-376869		LOCK MAINTENANCE	1,068.26			
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		LOCK MAINTENANCE		01 5-05-786	PARK MAINTENANCE	1,068.26
		=== VENDOR TOTALS ===	2,640.25			

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PACKET: 03091 8/26/2020 AP KK
 VENDOR SET: 01 CITY OF SISTERS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-0419	DEPARTMENT OF ADMINISTRATIVE					
I-ARQ22059		OREGON PORCUREMENT 20/21	900.00			
8/01/2020	AP-US	DUE: 8/01/2020 DISC: 8/01/2020		1099: N		
		OREGON PORCUREMENT 20/21		01 5-02-727	PERMITS & FEES	900.00
		=== VENDOR TOTALS ===	900.00			
=====						
01-0104	ECONOMIC DEVELOPMENT FOR CENTR					
I-10138		EDCO SVS FY2021 1ST QUARTER	14,500.00			
8/01/2020	AP-US	DUE: 8/01/2020 DISC: 8/01/2020		1099: N		
		EDCO SVS FY2021 1ST QUARTER		01 4-00-665	OTHER GRANTS	8,750.00CR
		EDCO SVS FY2021 1ST QUARTER		01 5-09-791	ECONOMIC DEVELOPMENT	23,250.00
		=== VENDOR TOTALS ===	14,500.00			
=====						
01-1001	EDGE ANALYTICAL, INC.					
I-20-26567		WATER SAMPLE	33.00			
8/07/2020	AP-US	DUE: 8/07/2020 DISC: 8/07/2020		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00
I-20-27611		WATER SAMPLE	33.00			
8/14/2020	AP-US	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00
		=== VENDOR TOTALS ===	66.00			
=====						
01-0879	ELAINE HOWARD CONSULTING, LLC					
I-10		URA SERVICES	630.00			
8/01/2020	AP-US	DUE: 8/01/2020 DISC: 8/01/2020		1099: Y		
		URA SERVICES		21 5-00-726	CONTRACTED SERVICES	630.00
		=== VENDOR TOTALS ===	630.00			
=====						
01-0028	FERGUSON ENTERPRISES, INC. #30					
I-0902738		METERS, REGISTERS, MXU	6,570.52			
8/01/2020	AP-US	DUE: 8/01/2020 DISC: 8/01/2020		1099: N		
		METERS, REGISTERS, MXU		02 5-00-788	METERS & PARTS	6,570.52
I-0906276		ANGLE METER	346.19			
8/10/2020	AP-US	DUE: 8/10/2020 DISC: 8/10/2020		1099: N		
		ANGLE METER		02 5-00-788	METERS & PARTS	346.19
		=== VENDOR TOTALS ===	6,916.71			

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PACKET: 03091 8/26/2020 AP KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0959	GRADELINE, INC.					
I-17978		3/4" ROCK	857.68			
8/07/2020	AP-US	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		3/4" ROCK		03 5-00-749	STREET MAINTENANCE	857.68
		=== VENDOR TOTALS ===	857.68			
=====						
01-0029	H. D. FOWLER COMPANY					
I-15541206		SADDLE BODY	141.64			
8/06/2020	AP-US	DUE: 9/10/2020 DISC: 9/10/2020		1099: N		
		SADDLE BODY		02 5-00-795	SUPPLIES	141.64
		=== VENDOR TOTALS ===	141.64			
=====						
01-0366	HIGH DESERT AUTOMOTIVE SUPPLY,					
I-879287		EGR VALVE	185.19			
8/07/2020	AP-US	DUE: 8/07/2020 DISC: 8/07/2020		1099: N		
		EGR VALVE		03 5-00-796	VEHICLE MAINTENANCE	185.19
		=== VENDOR TOTALS ===	185.19			
=====						
01-0017	HOYT'S HARDWARE					
I-591460		CEDAR POSTS	369.60			
8/07/2020	AP-US	DUE: 8/07/2020 DISC: 8/07/2020		1099: N		
		CEDAR POSTS		03 5-00-762	STREET SIGNS	369.60
I-592185		WOOD STAKES	34.95			
8/14/2020	AP-US	DUE: 8/14/2020 DISC: 8/14/2020		1099: N		
		WOOD STAKES		01 5-05-795	SUPPLIES	34.95
I-592605		WATER SUPPLIES	2.43			
8/19/2020	AP-US	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		WATER SUPPLIES		02 5-00-795	SUPPLIES	2.43
		=== VENDOR TOTALS ===	406.98			
=====						
01-1184	JAMAR TECHNOLOGIES, INC					
I-0050588		TUBE, TAPE	206.38			
8/07/2020	AP-US	DUE: 8/07/2020 DISC: 8/07/2020		1099: N		
		TUBE, TAPE		03 5-00-795	SUPPLIES	206.38
		=== VENDOR TOTALS ===	206.38			

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PACKET: 03091 8/26/2020 AP KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-1003		MOMENTUM PROMO				
I-7798		FACE MASKS	255.00			
8/07/2020	AP-US	DUE: 8/07/2020 DISC: 8/07/2020		1099: N		
		FACE MASKS		01 5-01-714	OFFICE SUPPLIES	38.37
		FACE MASKS		01 5-02-714	OFFICE SUPPLIES	40.61
		FACE MASKS		01 5-03-795	SUPPLIES	5.05
		FACE MASKS		01 5-05-714	OFFICE SUPPLIES	22.94
		FACE MASKS		01 5-07-714	OFFICE SUPPLIES	63.73
		FACE MASKS		02 5-00-714	OFFICE SUPPLIES	35.71
		FACE MASKS		03 5-00-714	OFFICE SUPPLIES	20.34
		FACE MASKS		05 5-00-714	OFFICE SUPPLIES	28.25
		=== VENDOR TOTALS ===	255.00			

=====						
01-1071		OFFICE DEPOT				
I-114104981001		OFFICE CHAIR-JP	269.99			
8/05/2020	AP-US	DUE: 8/05/2020 DISC: 8/05/2020		1099: N		
		OFFICE CHAIR-JP		01 5-02-717	OFFICE EQUIPMENT	269.99
		=== VENDOR TOTALS ===	269.99			

=====						
01-0164		OREGON ASSOCIATION OF WATER UT				
I-29297		WASTEWATER CERT-DM	285.00			
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		WASTEWATER CERT-DM		05 5-00-740	EDUCATION	285.00
		=== VENDOR TOTALS ===	285.00			

=====						
01-0144		RESERVE ACCOUNT				
I-08202020		RESERVE ACCOUNT POSTAGE	200.00			
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N		
		RESERVE ACCOUNT POSTAGE		01 5-01-715	POSTAGE	5.99
		RESERVE ACCOUNT POSTAGE		01 5-02-715	POSTAGE	74.00
		RESERVE ACCOUNT POSTAGE		01 5-07-715	POSTAGE	46.01
		RESERVE ACCOUNT POSTAGE		02 5-00-715	POSTAGE	35.98
		RESERVE ACCOUNT POSTAGE		03 5-00-715	POSTAGE	2.00
		RESERVE ACCOUNT POSTAGE		05 5-00-715	POSTAGE	36.02
		=== VENDOR TOTALS ===	200.00			

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PACKET: 03091 8/26/2020 AP KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0219	QUILL CORPORATION					
I-9553355		POST IT NOTES, LABELS,P CLIPS	140.12			
8/13/2020	AP-US	DUE: 8/13/2020 DISC: 8/13/2020		1099: N		
		POST IT NOTES, LABELS,P CLIPS		01 5-01-714	OFFICE SUPPLIES	21.08
		POST IT NOTES, LABELS,P CLIPS		01 5-02-714	OFFICE SUPPLIES	22.32
		POST IT NOTES, LABELS,P CLIPS		01 5-03-795	SUPPLIES	2.78
		POST IT NOTES, LABELS,P CLIPS		01 5-05-714	OFFICE SUPPLIES	12.61
		POST IT NOTES, LABELS,P CLIPS		01 5-07-714	OFFICE SUPPLIES	35.02
		POST IT NOTES, LABELS,P CLIPS		02 5-00-714	OFFICE SUPPLIES	19.62
		POST IT NOTES, LABELS,P CLIPS		03 5-00-714	OFFICE SUPPLIES	11.17
		POST IT NOTES, LABELS,P CLIPS		05 5-00-714	OFFICE SUPPLIES	15.52
		=== VENDOR TOTALS ===	140.12			
=====						
01-0590	SHERWIN-WILLIAMS					
I-2786-9		PAINT	389.25			
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		PAINT		03 5-00-795	SUPPLIES	389.25
I-9845-0		PAINT	356.10			
8/12/2020	AP-US	DUE: 8/12/2020 DISC: 8/12/2020		1099: N		
		PAINT		03 5-00-795	SUPPLIES	356.10
		=== VENDOR TOTALS ===	745.35			
=====						
01-0866	SIGNS OF SISTERS					
I-08072020		SIGNS	335.00			
8/07/2020	AP-US	DUE: 8/07/2020 DISC: 8/07/2020		1099: Y		
		SIGNS		03 5-00-762	STREET SIGNS	335.00
		=== VENDOR TOTALS ===	335.00			
=====						
01-0100	SISTERS AREA CHAMBER OF COMMER					
I-07312020		TRT JULY 2020	39,117.59			
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N		
		TRT JULY 2020		01 5-04-790	CHAMBER OF COMMERCE	39,117.59
		=== VENDOR TOTALS ===	39,117.59			

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PACKET: 03091 8/26/2020 AP KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0502	SISTERS COFFEE CO.					

I-1229487		COFFEE	193.50			
8/17/2020	AP-US	DUE: 8/17/2020 DISC: 8/17/2020		1099: N		
		COFFEE		01 5-01-714	OFFICE SUPPLIES	29.12
		COFFEE		01 5-02-714	OFFICE SUPPLIES	30.82
		COFFEE		01 5-03-795	SUPPLIES	3.83
		COFFEE		01 5-05-714	OFFICE SUPPLIES	17.41
		COFFEE		01 5-07-714	OFFICE SUPPLIES	48.36
		COFFEE		02 5-00-714	OFFICE SUPPLIES	27.10
		COFFEE		03 5-00-714	OFFICE SUPPLIES	15.43
		COFFEE		05 5-00-714	OFFICE SUPPLIES	21.43
		=== VENDOR TOTALS ===	193.50			
=====						

=====						
01-0083	SISTERS RENTAL					

I-0028408-00		CHAIN FILE, CHAIN	59.74			
8/12/2020	AP-US	DUE: 8/12/2020 DISC: 8/12/2020		1099: N		
		CHAIN FILE, CHAIN		01 5-05-796	VEHICLE MAINTENANCE	59.74
		=== VENDOR TOTALS ===	59.74			
=====						

=====						
01-0039	SOLID WASTE					

I-938912		SEWER SCREENING	42.00			
8/07/2020	AP-US	DUE: 8/07/2020 DISC: 8/07/2020		1099: N		
		SEWER SCREENING		05 5-00-795	SUPPLIES	42.00
		=== VENDOR TOTALS ===	42.00			
=====						

=====						
01-0838	SPINDRIFT FORESTRY CONSULTING					

I-SIS20200006		TREE INSP, TRIP FEES	183.00			
8/12/2020	AP-US	DUE: 8/12/2020 DISC: 8/12/2020		1099: Y		
		TREE INSP, TRIP FEES		03 5-00-726	CONTRACTED SERVICES	183.00
		=== VENDOR TOTALS ===	183.00			
=====						

=====						
01-0044	TAYLOR TIRE CENTER					

I-76300329939		TIRE-CG	47.99			
8/11/2020	AP-US	DUE: 8/11/2020 DISC: 8/11/2020		1099: N		
		TIRE-CG		01 5-05-786	PARK MAINTENANCE	47.99
		=== VENDOR TOTALS ===	47.99			
=====						

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PACKET: 03091 8/26/2020 AP KK
ENDOR 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
=====						
01-0416		THREE SISTERS IRRIGATION DISTR				
I-20-010		SEWER REPAIRS-LAZY Z	1,240.81			
8/17/2020	AP-US	DUE: 8/17/2020 DISC: 8/17/2020		1099: N		
		SEWER REPAIRS-LAZY Z		05 5-00-787	SEWER SYSTEM REPAIRS	1,240.81
		=== VENDOR TOTALS ===	1,240.81			
=====						
01-0814		TMG SERVICES				
I-0045470-IN		ELBOW, TUBING-WELL 2	141.93			
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		ELBOW, TUBING-WELL 2		02 5-00-765	IMPROVEMENTS & REPAIRS	141.93
		=== VENDOR TOTALS ===	141.93			
=====						
01-0420		VAN HANDEL AUTOMOTIVE, INC.				
I-48231		BUCKET TRUCK MAINTENANCE	500.89			
8/07/2020	AP-US	DUE: 8/07/2020 DISC: 8/07/2020		1099: N		
		BUCKET TRUCK MAINTENANCE		03 5-00-796	VEHICLE MAINTENANCE	500.89
		=== VENDOR TOTALS ===	500.89			
=====						
01-0891		WINSUPPLY				
I-27968101		SW1901 AERATOR IMP	230.00			
8/05/2020	AP-US	DUE: 8/05/2020 DISC: 8/05/2020		1099: N		
		SW1901 AERATOR IMP		05 5-00-906	CAPITAL OUTLAY	92.00
		SW1901 AERATOR IMP		10 5-00-906	CAPITAL OUTLAY	138.00
		=== VENDOR TOTALS ===	230.00			
=====						
01-0225		X-PRESS PRINTING				
I-100116		WINDOW ENVELOPES	140.22			
8/03/2020	AP-US	DUE: 8/03/2020 DISC: 8/03/2020		1099: N		
		WINDOW ENVELOPES		01 5-01-714	OFFICE SUPPLIES	21.10
		WINDOW ENVELOPES		01 5-02-714	OFFICE SUPPLIES	22.33
		WINDOW ENVELOPES		01 5-03-795	SUPPLIES	2.78
		WINDOW ENVELOPES		01 5-05-714	OFFICE SUPPLIES	12.62
		WINDOW ENVELOPES		01 5-07-714	OFFICE SUPPLIES	35.04
		WINDOW ENVELOPES		02 5-00-714	OFFICE SUPPLIES	19.64
		WINDOW ENVELOPES		03 5-00-714	OFFICE SUPPLIES	11.18
		WINDOW ENVELOPES		05 5-00-714	OFFICE SUPPLIES	15.53
		=== VENDOR TOTALS ===	140.22			

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PACKET: 03091 8/26/2020 AP KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-0428		XEROX CORPORATION				
I-011028810		7970 COPIER LEASE JULY 2020	586.13			
8/01/2020	AP-US	DUE: 8/01/2020 DISC: 8/01/2020		1099: N		
		7970 COPIER LEASE JULY 2020		01 5-01-721	COPIER/PRINTER	187.71
		7970 COPIER LEASE JULY 2020		01 5-02-721	COPIER/PRINTER	105.34
		7970 COPIER LEASE JULY 2020		01 5-05-721	COPIER/PRINTER	29.22
		7970 COPIER LEASE JULY 2020		01 5-07-721	COPIER/PRINTER	181.58
		7970 COPIER LEASE JULY 2020		02 5-00-721	COPIER/PRINTER	41.20
		7970 COPIER LEASE JULY 2020		05 5-00-721	COPIER/PRINTER	41.08
I-01128811		7845 COPIER LEASE JULY 2020	274.62			
8/01/2020	AP-US	DUE: 8/01/2020 DISC: 8/01/2020		1099: N		
		7845 COPIER LEASE JULY 2020		01 5-01-721	COPIER/PRINTER	87.95
		7845 COPIER LEASE JULY 2020		01 5-02-721	COPIER/PRINTER	49.35
		7845 COPIER LEASE JULY 2020		01 5-05-721	COPIER/PRINTER	13.69
		7845 COPIER LEASE JULY 2020		01 5-07-721	COPIER/PRINTER	85.08
		7845 COPIER LEASE JULY 2020		02 5-00-721	COPIER/PRINTER	19.31
		7845 COPIER LEASE JULY 2020		05 5-00-721	COPIER/PRINTER	19.24
		=== VENDOR TOTALS ===	860.75			
		=== PACKET TOTALS ===	203,225.88			

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Agenda Item Summary

Meeting Date: August 26, 2020

Staff: Paul Bertagna

Type: Regular Meeting

Dept: Public Works

Subject: Public Improvement Acceptance – Clear Pine Phase V

Action Requested: Motion to accept the Water and Sewer Public Improvements for Clear Pine Phase V

Summary Points:

- As one of the final steps in the construction of public improvements, the City Council formally accepts the public improvements.
- The Public Works Department goes through a detailed checklist to ensure the Developer has met the requirements of the land use approval process as well as the Public Works requirements.
- The public improvements are ready to be accepted by the City of Sisters for perpetual operation and maintenance and start the one year warranty period.

Financial Impact:

Accepting these improvements means the City will perpetually own and maintain this infrastructure.

Attachment(s):

A. Final Acceptance Checklist



City of Sisters

Subdivision/Public Works Improvements Final Acceptance Checklist

Subdivision Name: Clear Pine Phase V

Developer: 3 Sisters Partners LLC

Contractor: Sage Ridge Inc

Checked Item	Approved/Date	N/A	Comments
1. Easements			
A) Accurate	Yes	_____	checked in Final Plat Review
B) Special Items Installed	Yes	_____	Public access/utility easements
C) Recorded	Yes	_____	_____
2. Public Works Requirements			
A) R.O.W. Dedications	_____	_____	Final Plat Recordation
B) Cost of Improvements	_____	_____	_____
1) Water	7/29/20	_____	\$38,600.00
2) Sewer	7/29/20	_____	\$47,700.00
3) Streets	7/29/20	_____	\$203,311.50
C) DEQ UIC Approval letter	_____	N/A	No UIC's
3. Water System			
A) Water Mains			
1) Sizes	_____	_____	344' of 8" C900
2) Chlorinated	Yes	_____	Ferguson
3) Flushed	Yes	_____	Ferguson
4) Bacti Test Pass	Yes	_____	Edge Analytical
5) Pressure Test Pass	Yes	_____	Ferguson
B) Valves			
1) Nut Centered in Can	Yes	_____	checked during final walk-thru
2) Open Position	Yes	_____	field verified by PW's Dept.
3) Quantity/Size	OK	_____	per plans
4) Locations	OK	_____	per plans
C) Services			
1) Meter Locations	OK	_____	total



Checked Item	Approved/Date	N/A	Comments
2) Meter Sizes	OK		(13) 3/4"
3) Meter Boxes (Types)	OK		
4) Meter Height	OK		
5) Tracer Wire	OK		
D) Fire Hydrants			
1) Pressure Rating			150 psi (2 Hydrants)
2) Make/Model			Kennedy
3) Hydrant Valve Open	Yes		field verified by PW's Dept.
4) Correct Height	Yes		
5) Bollards	Yes		
6) Snow Flags	Yes		
E) Irrigation Systems			
1) Locations		N/A	
2) Water Service(s)		N/A	
3) Backflow(s)		N/A	
F) Hot Taps		N/A	
4. Sewer System			
A) Sewer Mains			
1) Sizing			298' of 8" 3034
2) Cleaned and Flushed			Contractor
3) Air Test/Passed			Ferguson
4) T.V. Test/Passed			PW's Staff
5) Mandrel/Passed			Ferguson
B) Manholes			
1) Quantity			(2) 48"
2) Locations	OK		Per Plan
3) Grouted	Yes		
4) Cleaned	Yes		
5) Locate Wire(s)	Yes		
6) Vacuum Test/Passed	Yes		Ferguson
C) Laterals			
1) Correct Sizing			(10) 4" 3034
2) Cleaned and Flushed	Yes		
3) Every lot is served	Yes		
4) Brooks Boxes	Yes		
5) Locate Wire(s)	Yes		
6) Locations	OK		Per Plan
D) Mainline Cleanouts			
1) Quantity		N/A	
2) Locations		N/A	



Checked Item	Approved/Date	N/A	Comments
3) Concrete Poured	_____	N/A	_____
4) Locate Wire	_____	N/A	_____
5. Stormwater			
A) Drainage Swails			
1) Depth/Width	Yes	_____	per plans
2) Drain Material	Yes	_____	18" Topsoil verified
3) Cover Material	Yes	_____	2-4" Crushed Agg
B) Detention Areas			
1) Capacity	_____	N/A	_____
2) Geo-Fabric	_____	N/A	_____
3) Areas Cleaned	_____	N/A	_____
4) Access for Maint.	_____	N/A	_____
C) Curb Inlets/Outlets			
1) Locations	_____	N/A	_____
2) Quantity	_____	N/A	_____
3) Clean of Debris	_____	N/A	_____
D) Catch Basins			
1) Locations	_____	N/A	_____
2) Quantity/Size	_____	N/A	_____
3) Cleaned	_____	N/A	_____
E) Drywells			
1) Locations	_____	N/A	_____
2) Quantity	_____	N/A	_____
3) Cleaned	_____	N/A	_____
4) Grouted	_____	N/A	_____
5) Tested	_____	N/A	_____
6. Streets			
A) Sidewalks/Curbs			
1) Quantity	_____	_____	8934 SF of 6' walk
2) Alignment	OK	_____	Per Plan
3) Joint Spacing	OK	_____	_____
4) Backfilled Edge	Yes	_____	_____
6) ADA Ramps	Yes	_____	(6) Truncated Domes (yellow)
B) Asphalt			
1) Quantity	_____	_____	5100 SY
2) Laying Temps	_____	_____	HMAC Tested by Carlson
3) Infra-red Patches	_____	N/A	_____
4) Edge Rock	Yes	_____	_____
C) Street Trees			
1) Quantity	_____	_____	(Bonded for)
2) Locations	_____	_____	TBD



Checked Item	Approved/Date	N/A	Comments
7. Final Walk-Thru			
A) Punchlist	Yes		City Engineer/PWD
B) Punchlist Items fixed	Yes		
8. As-Builts			
A) Accuracy	Yes		
B) Special Items Installed		N/A	
C) Re-submitted/Approved		N/A	
9. Letter of Completion			
A. Bond Reduction	Pending		Council acceptance
B. 10% Warrant Bond Rec'd	Yes		\$29,301.50
C. 1yr Warranty Begins	Pending		Council acceptance



Agenda Item Summary

Meeting Date: August 26, 2020

Staff: C. Misley, K. Prosser

Type: Regular Meeting

Dept: CMO

Subject: Resolution 2020-28

Action Requested: Adoption of Resolution 2020-28: A Resolution of City of Sisters Promoting Inclusion in our Community

Summary Points:

- Given the importance of facilitating community conversations about diversity, equity, and inclusion, staff researched and drafted a broad and holistic resolution emphasizing the importance of creating a safe, welcoming space for all members of our community and visitors.

- This resolution promotes welcoming, serving, and protecting residents and visitors without regard to race, origin, religion, income, gender, sexual orientation, or immigration status.

Financial Impact: N/A

Attachment(s):

Resolution No. 2020-28: A Resolution of City of Sisters Promoting Inclusion in our Community.

RESOLUTION NO. 2020-28

A RESOLUTION OF CITY OF SISTERS PROMOTING INCLUSION IN OUR COMMUNITY

WHEREAS, the City of Sisters is committed to promoting racial and ethnic equality, justice, and inclusion as fundamental aspects of a healthy community; and

WHEREAS, it is incumbent upon our community to clearly reject any and all attempts to diminish the rights or threaten the personal safety of people in this community; and

WHEREAS, the Council would like to affirm Sisters as a place of inclusion and acceptance; and

WHEREAS, we continue to reject any and all attempts to make residents and visitors feel unsafe or unwelcome in our community.

Therefore, be it Resolved by the City Council, that the City of Sisters remains committed to welcoming, serving, and protecting residents and visitors without regard to race, origin, religion, income, gender, sexual orientation, or immigration status.

ADOPTED by the City Council of City of Sisters and signed by the Mayor this 26th day of August 2020.

Chuck Ryan, Mayor

ATTEST:

Kerry Prosser, City Recorder



Agenda Item Summary

Meeting Date: August 26, 2020
Type: Workshop/Regular Meeting
Subject: Community Grant

Staff: K. Prosser, J. O'Neill
Dept: City Manager

Action Requested/Motion: *Workshop:* Review and discuss the attached community grant spreadsheet. *Regular Meeting:* By motion establish which organizations and agencies will be recipients of community grant funds for FY 2020/21 and determine the amount given to each.

Summary Points: The City of Sisters has budgeted \$40,000 for community grant funds to be used by non-profits and other entities that provide projects or programs in the Sisters area. Grants are awarded for the purpose of meeting essential needs, educational enrichment, recreational opportunities and other miscellaneous community needs.

Attached is the grant request spreadsheet for City Council consideration.

As part of the Community Grant award process, those organizations and entities receiving a grant are asked to provide a written account of exactly how the funds were used.

Financial Impact: The FY 2020/21 adopted budget includes \$40,000 for community grants.

Attachment(s):

FY 2020/21 Grant Request Spreadsheet
Community Grant Policy

COMMUNITY GRANT REQUESTS FY 2020-21					
ORGANIZATION	PURPOSE	REQUESTED AMT.	AWARD	PREV. YEAR	# YRS AWARDED
Advocate for Life Skills & Opportunities	Employment Resource Fair	\$ 1,500.00		New	0
Age Friendly Sisters Country	PPE For STARS Volunteer Drivers	\$ 750.00		\$ 500.00	1
Assistance League of Bend	Operation School Bell	\$ 1,200.00			1
Circle of Friends	Needs in Response to COVID-19	\$ 2,500.00			6
Citizens 4 Community	Activities to Support DEI in Schools	\$ 750.00		\$ 500.00	3
Family Access Network (Sisters)	Past Due Utility Payments	\$ 5,000.00		\$ 2,500.00	9
Family Access Network (Sisters)	Shower Tokens	\$ 900.00		\$ 750.00	1
Furry Friends	Pet food, supplies, vet care	\$ 2,000.00		\$ 1,000.00	3
Heart of Oregon Corp	Leadership Wed. Lunch at YouthBuild	\$ 5,000.00		\$ 900.00	3
Kiwanis of Sisters	Children's Programs	\$ 2,000.00		\$ 1,000.00	2
Seed to Table Oregon	COVID-19 Education Program	\$ 1,800.00		\$ 1,400.00	6
Silent Echo Theater Company	Produce Theatrical Events in Sisters	\$ 1,500.00		\$ -	0
Sisters Farmers Market	Subsidizing Vendor Fees/COVID-19 Costs	\$ 4,500.00		\$ 900.00	2
Sisters Folk Festival	Economic Replacement Activities SFF 2020	\$ 2,500.00		\$ 667.00	6
SOAR	Create & Manage SPRD Youth Center	\$ 12,000.00		New	0
Sisters Outdoor Leadership Exp. (SOLE)	Facilitating Outdoor Experience	\$ 1,000.00		\$ 600.00	3
Sisters Outdoor Quilt Show	2021 Show Permit & Fees	\$ 7,100.00		\$ -	1
Sisters Science Club	Support Science Education in Sisters Schools	\$ 1,000.00		\$ 563.00	2
SMART	SMART Reading Program in Sisters	\$ 500.00		\$ 500.00	8
Three Sisters Historical Society	Educational Content for New Museum	\$ 3,000.00		\$ 813.00	3
Together for Children	Play Labs for Families Birth to 3 yrs	\$ 2,600.00		New	0
VFW Post 8138 (Sisters)	Replacement & Maintenance of Flags	\$ 700.00		\$ 250.00	7
Warfighters Outfitters Inc.	Camping and Safety Commitment	\$ 5,000.00		\$ 1,000.00	3
Wellhouse Church/Wellhouse Market	Food for Food Pantry	\$ 2,000.00		New	0
Wellspring Preschool	Preschool Student Scholarships	\$ 28,060.00		New	0

Keep in Reserve for Future Requests

\$ 40,000

TOTAL REQUESTS \$ 94,860.00

TOTAL AWARDED \$ -

Available for Grants \$ 40,000.00

CITY OF SISTERS	
POLICY: COMMUNITY GRANT CRITERIA	NUMBER: CMO 102
EFFECTIVE DATE: 04/11/2018	APPROVAL: CITY COUNCIL

I. **POLICY:** It is the policy of the City of Sisters to provide assistance to non-profits and for profit entities and organizations, who serve the Sisters community.

Community entities and organizations that serve the Sisters community, but are not designated non-profits, will need to meet at least one of the following criteria to be eligible for a grant:

- Provides assistance for essential utilities, food, medical needs, clothing or shelter.
- Provides educational or recreational opportunities for children or seniors.
- Generates/supports economic activity in Sisters.

In evaluating requests from non-profits and for-profit entities and organizations the City will consider the following:

- The requesting organization's history of success.
- The organizational and financial stability of the requesting organization.
- The number and types of community members served by the request.
- The ability to measure and track the effectiveness of the project or service.
- Community grant funds will not be used for travel, budget deficits or for routine operating expenses.

II. **PURPOSE:** To set forth the procedures, terms and conditions under which the City will consider making grant awards to community entities & organizations as budgeted funds allow.

III. **PROCEDURES:**

City of Sisters

- ❖ In reviewing the annual budget, the City Budget Committee will set an amount targeted for community assistance grants.
- ❖ Publish an announcement in the Nugget Newspaper announcing the City will be accepting Community Grant applications. The announcement will continue to run until the application due date.
- ❖ Collect date stamped applications until the deadline.
- ❖ Create a spreadsheet of all the community grant requests received.

- ❖ Schedule a workshop for the City Council to discuss and determine who the grant recipients will be and the dollar amount of the grant. The City Council approves the grant recipients and amounts at a regular meeting.
- ❖ The City Council approves the City Budget. The grant award is contingent on the Council's approval of the budget and appropriation of funds for community grants for the upcoming fiscal year.
- ❖ Send a letter to entities confirming grant amount received.
- ❖ Send a letter of regret to entities that were not chosen to receive grants.

Community Grant Applicant

- ❖ Submit a Community Grant application prior to the deadline along with a letter supporting the request. The letter should include how the funds will be used, including the benefit to citizens, number and types (children, seniors etc.) of community members served, positive impacts to the community and any other information relevant to the request.
- ❖ Provide a letter to the City of Sisters upon completion of the project/or fiscal year end detailing how the funds were used.

CITY OF SISTERS – AFFORDABLE HOUSING GRANT AGREEMENT

This City of Sisters – Affordable Housing Grant Agreement (this “Agreement”) is made and entered into effective on August 26, 2020 (the “Effective Date”) between Sisters Habitat for Humanity (“Habitat”), an Oregon nonprofit corporation, whose address is 141 W. Main Street, Sisters, Oregon 97759, and City of Sisters (“City”), an Oregon municipal corporation, whose address is 520 E. Cascade Avenue, Sisters, Oregon 97759.

RECITALS:

- A. City desires to encourage the development of affordable housing for its residents. In furtherance of this objective, City adopted Ordinance No. 495 pursuant to which it adopted the City of Sisters Affordable Housing Program (the “Program”).
- B. Habitat is constructing (or has constructed) certain homes (each a “Home” and collectively, the “Homes”) on the three real properties (and all improvements located thereon) identified on the attached Exhibit A (each a “Property” and collectively, the “Properties”). Habitat will sell each Home to an Income-Qualified Person
- C. Subject to and in accordance with the Program, Habitat desires to receive a \$6,627.00 affordable housing grant from City for purposes of Habitat’s costs and expenses arising out of the development and construction of the Homes. In accordance with the Program, Habitat and City enter into this Agreement in order to provide the terms and conditions under which City will make the Grants to Habitat.

AGREEMENT:

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

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement have the meanings assigned to them in the attached Appendix A.
2. Grant.
 - 2.1 Grant. Subject to the terms and conditions contained in this Agreement, and in accordance with the Program, City grants Habitat three affordable housing grants in the amounts identified on the attached Exhibit B and totaling \$6,627.00 (individually and collectively, the “Grant(s)”). City will provide the Grants to Habitat to assist Habitat with the costs and expenses incurred by Habitat to develop and construct the Homes. Habitat will use the Grants solely for costs and expenses arising out of and/or related to the development and construction of the Homes and for no other purpose.
 - 2.2 Conditions Precedent to Disbursement. City will not be obligated to disburse the Grants, or any portion thereof, to Habitat unless and until each of the following conditions have been satisfied or waived by City: (a) each of Habitat’s representations and warranties contained in this Agreement must be true and accurate as of the Effective Date; (b) Habitat has paid and/or otherwise satisfied all then due debts, liabilities, and/or obligations outstanding with City; and (c) Habitat has satisfied any other conditions that City may reasonably impose on Habitat as a condition to City’s disbursement of any Grant funds to Habitat.
3. Home Transfer.
 - 3.1 Disqualifying Transfer; Termination. Subject to the terms and conditions contained in this Agreement, upon any Disqualifying Transfer of a Property during the applicable Affordable Housing Period, (a) City’s Grant with respect to the applicable Property will terminate and be of no further force and effect, and (b) Habitat will pay City an amount equal to the applicable Grant within ninety (90) days after the date of the

Disqualifying Transfer.

3.2 Exceptions; Permitted Transfer. Notwithstanding the Disqualifying Transfer provisions under Section 3.1, the Grant provided under this Agreement will not terminate with respect to a Property if the Property Transfer occurs in accordance with the following: (a) the Transfer is to another Income-Qualified Person; (b) the Transfer is to Habitat and Habitat subsequently Transfers the Property to an Income-Qualified Person within one hundred eighty (180) days after the Transfer to Habitat; provided, however, if Habitat is unable to Transfer the Property to an Income-Qualified Person within the 180-day period, Habitat may request an additional period of ninety (90) days within which to Transfer the Property to an Income-Qualified Person (which 90-day extension will be granted if Habitat provides City sufficient evidence that Habitat has made reasonable efforts to Transfer the Property to an Income-Qualified Person during the 180-day period); (c) a mortgage lender acquires the Property by foreclosure or deed in lieu of foreclosure; and/or (d) if the Owner dies (or if the last surviving co-Owner dies), then both the following occur: (i) the executor or personal representative of the Owner's estate notifies Habitat within thirty (30) days of the date of death, and (ii) Habitat consents to a Transfer of the Property to one or more of the following: (1) the Owner's spouse and/or children; or (2) a member of the Owner's household who has resided in the Home for at least one year immediately preceding Owner's death.

3.3 Transfer Notice; Proof of Eligibility; Affordability Certification. Habitat will provide City no less than fifteen (15) days' advance written notice of any proposed Transfer of a Property (the "Transfer Notice"). The Transfer Notice will include, without limitation, the following information and documentation: (a) whether the Transfer is made in accordance with Section 3.2; (b) if applicable, appropriate documentation supporting the determination that the transferee is an Income-Qualified Person; and (c) any other information and/or documentation City may reasonably request. Subject to City's review and approval, Habitat will initially determine whether a transferee is an Income-Qualified Person or otherwise a permitted transferee under this Agreement. City's receipt and review of a Transfer Notice will not be construed as City's approval and/or determination that any proposed Transfer qualifies for an exception under Section 3.2. Habitat's failure to provide the Transfer Notice and subsequent Transfer of the Property may, in City's sole discretion, result in termination of the applicable Grant provided under this Agreement and payment of all amounts required under Section 3.4. During the term of this Agreement, Habitat will maintain such documentation and information necessary to demonstrate that each Home is occupied by an Income-Qualified Person(s) and continues to meet the eligibility requirements of this Agreement. Habitat will, within ten (10) days after request from City, certify to City, in form and content satisfactory to City, that each Home is occupied by an Income-Qualified Person(s) and continues to meet the eligibility requirements of this Agreement.

3.4 Termination Payment. Upon any Disqualifying Transfer of a Property during the applicable Affordable Housing Period, Habitat will pay City an amount equal to the Grant applicable to the Property plus interest at the rate of three percent (3%) per annum from the date of the Certificate to the date payment of the Grant (and accrued interest) is made in full to City. Payment of the Grant (plus interest) will be made in full no later than ninety (90) days after the date of the event triggering Habitat's payment of the applicable Grant. City's city manager will provide Habitat a notice stating the amount payable under this Agreement resulting from the Disqualifying Transfer (the "Termination Notice"); provided, however, the city manager's failure to provide the Termination Notice will not relieve Habitat from Habitat's obligation to timely make payment of the amounts required under this Section 3.4.

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

4.1 Authority; Binding Obligation; Conflicts. In addition to any other Habitat representations, warranties, and covenants contained in this Agreement, Habitat represents, warrants, and covenants to City as follows: (a) Habitat has full power and authority to sign and deliver this Agreement and to perform all Habitat's obligations under this Agreement; (b) this Agreement is the legal, valid, and binding obligation of Habitat, enforceable against Habitat in accordance with its terms; (c) the signing and delivery of this Agreement by Habitat and the performance by Habitat of all Habitat's obligations under this Agreement will not (1) breach any

agreement to which Habitat is a party, or give any person the right to accelerate any obligation of Habitat, (2) violate any law, judgment, and/or order to which Habitat is subject, and/or (3) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body; (d) no action, arbitration, audit, hearing, investigation, litigation, suit, and/or other proceeding is pending or threatened against Habitat; (e) no representation or warranty made by Habitat in this Agreement includes any untrue statement or omits to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading; (f) as of the Effective Date, Habitat meets all Program requirements; (g) no report, financial statement, representation, and/or other information and/or documentation furnished by Habitat to City in connection with the eligibility to participate in the Program contains any misstatement of fact or omits to state any fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (g) during the term of this Agreement, Habitat agrees to comply with the provisions of the Program, including, without limitation, providing City all documents, reports, and other information concerning the Grants as City requires from time to time.

4.2 Indemnification. Habitat will defend, indemnify, and hold City and each City Representative harmless for, from, and against all claims, actions, proceedings, damages, liabilities, obligations, costs, 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, Habitat's breach and/or failure to perform any Habitat representation, warranty, and/or covenant contained in this Agreement.

4.3 Homeowner(s) Subject to Transfer Restrictions. During the Affordable Housing Periods, Habitat represents, warrants, and covenants that (a) each Home will be owned and occupied by one or more Income-Qualified Persons, and (b) any agreement between Habitat and an Owner will contain an affordability requirement and Transfer restrictions substantially similar to those set forth in this Agreement. At any time upon request by City, Habitat will deliver to City copies of any agreement between Habitat and an Owner.

5. Term; Remedies. 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 expiration of all Affordable Housing Periods. This Agreement may be terminated at any time by the mutual written agreement of City and Habitat. Upon termination of this Agreement and/or an Event of Default, Habitat will pay to City the Grants (plus interest at the rate of three percent (3%) per annum from the date of the Certificates). 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. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue 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. Runs with Land. This Agreement (including, without limitation, Habitat's obligations and covenants under Section 3) will run with the land and be binding upon the successors and assigns of Habitat and/or any interest in the Properties.

7. Miscellaneous.

7.1 Notices; Successors. Any notice required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three business days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day.

7.2 Interpretation; Severability. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust,

unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. If any provision contained in this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the provision held to be invalid.

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

7.4 Governing Law; Venue; Attorney Fees; Assignment. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon (without giving effect to any conflict-of-law principle of any jurisdiction), and venue for any action concerning this Agreement will lie in Deschutes County, Oregon. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. Subject to Section 3 and this Section 7.4, Habitat will not assign and/or delegate any Habitat rights and/or obligations under this Agreement to any person without City's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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

HABITAT:
Sisters Habitat for Humanity,
an Oregon nonprofit corporation

CITY:
City of Sisters,
an Oregon municipal corporation

By: _____
Its: _____

By: Cory Misley, City Manager

Appendix A
Definitions

“Affordable Housing Period(s)” means, individually and collectively, the period commencing on the date of issuance of a Home’s Certificate and ending ten (10) years immediately thereafter.

“Agreement” has the meaning assigned to such term in the preamble.

“Certificate(s)” means the certificate(s) of occupancy applicable to each Home.

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

“City Representative(s)” means each present and future City employee, officer, agent, and representative.

“Disqualifying Transfer” means any Transfer that is not a permitted (exempted) Transfer under Section 3.2.

“Effective Date” has the meaning assigned to such term in the preamble.

“Event of Default” means Habitat’s breach and/or failure to perform any Habitat representation, warranty, covenant, and/or obligation arising out of or under this Agreement.

“Grant(s)” has the meaning assigned to such term in Section 2.1.

“Habitat” has the meaning assigned to such term in the preamble.

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

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

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

“Owner(s)” means the Income-Qualified Person(s) purchasing or who has purchased a Property and his or her permitted successors and assigns.

“Program” has the meaning assigned to such term in Recital A.

“Property(ies)” has the meaning assigned to such term in Recital B.

“Termination Notice” has the meaning assigned to such term in Section 3.4.

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

“Transfer Notice” has the meaning assigned to such term in Section 3.3.

Exhibit A
Property Descriptions

The Properties are described as follows:

1. The Property identified as tax lot number 151005CD02500 and commonly known as 302 Desert Rose Loop, Sisters, Oregon. 97759.
2. The property identified as tax lot number 151005CD02600 and commonly known as 303 Desert Rose Loop, Sisters, Oregon 97759.
3. The property identified as tax lot number 151005CD02700 and commonly known as 313 Desert Rose Loop, Sisters, Oregon 97759.

Exhibit B
Grant Amounts

The Grant amount applicable to each Property is as follows:

1. For the property identified as tax lot number 151005CD02500 and commonly known as 302 Desert Rose Loop, Sisters, Oregon 97759, the sum of \$2,209.00.
2. For the property identified as tax lot number 151005CD02600 and commonly known as 303 Desert Rose Loop, Sisters, Oregon 97759, the sum of \$2,209.00.
3. For the property identified as tax lot number 151005CD02700 and commonly known as 313 Desert Rose Loop, Sisters, Oregon 97759, the sum of \$2,209.00.