



## CITY COUNCIL Agenda

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

**Wednesday, April 10, 2024**

This City Council meeting is accessible to the public in person in the Council Chambers at 520 E. Cascade Avenue, Sisters, OR 97759

This meeting is open to the public and can be accessed and attended in person or remotely. Members of the public may view the meeting via Zoom at the link below:

<https://us02web.zoom.us/j/82661631228>

**Visitor Communication:** To offer written comments, send an email to [recorder@ci.sisters.or.us](mailto:recorder@ci.sisters.or.us) no later than 3:00 p.m. on the day of the meeting. If attending the meeting via Zoom and wish to speak, submit your name, address, phone number, and the topic you intend to address to [recorder@ci.sisters.or.us](mailto:recorder@ci.sisters.or.us) by 3:00 p.m. on the meeting day. For those attending the meeting in person, you may complete a request to speak form on-site.

### **6:30 PM CITY COUNCIL REGULAR MEETING**

#### **1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

#### **2. ROLL CALL**

#### **3. APPROVAL OF AGENDA**

#### **4. VISITOR COMMUNICATION**

#### **5. PROCLAMATION**

##### **A. Arbor Day Proclamation**

#### **6. CONSENT AGENDA**

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

1. September 05, 2023 – Special Meeting
2. March 13, 2024 – Workshop
3. March 13, 2024 – Regular Meeting

**B. Authorize the City Manager to execute a grant agreement with the Oregon Department of Land Conservation and Development (DLCD) for a \$100,000 Housing Planning Assistance Grant to support the City's Urban Growth Boundary Amendment process.**

**C. Authorize the City Manager to sign an In-Stream Lease Renewal Application.**

This agenda is also available via the Internet at [www.ci.sisters.or.us](http://www.ci.sisters.or.us)

**7. COUNCIL BUSINESS**

- A. **Discussion and Consideration of a Motion** to Approve a Commercial Lease with Shannon Thorson dba Sisters Makers for 291 E Main Avenue and Authorize the City Manager to Execute the Agreement.

**8. OTHER BUSINESS**

- A. Budget Committee Appointment
- B. Staff Comments

**9. MAYOR/COUNCILOR BUSINESS**

**10. 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 recorded. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made to the City Recorder at least forty-eighty (48) hours in advance of the meeting.

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

The City of Sisters is an Equal Opportunity Provider



**Meeting Date:** April 10, 2024  
**Type:** Regular  
**Subject:** Arbor Day Proclamation

**Staff:** Emme Shoup  
**Dept:** CDD

---

**Action Requested:** Declare April 26, 2024, to be Arbor Day in the City of Sisters

---

**Summary Points:**

The City of Sisters has been recognized by the Arbor Day Foundation as a designated Tree City USA for its 17<sup>th</sup> year. Since 2007, the City has demonstrated its ongoing commitment to preserving and efficiently managing our urban forest by:

- 1) Maintaining the Urban Forestry Board
- 2) Having a community tree ordinance – including the passage of Heritage Tree Ordinance No. 516 in 2021.
- 3) The creation and adoption of the Urban Forest Management Plan
- 4) Spending at least \$2 per capita on its urban forestry, and
- 5) Observing Arbor Day with an annual tree planting event and reciting the official Arbor Day proclamation.

*Fun Fact!* City of Sisters spent \$26.80 per capita on tree planting and maintenance in 2023.

From the Urban Forest Management Plan passed by City Council on January 26, 2022:

“The urban forest in Sisters is a valued city asset for its citizens & visitors and is considered part of the city’s infrastructure. The influence of the urban forest on quality of life and the town’s character cannot be overstated. The significance Sisters places on its urban forest differentiates it from other towns across Oregon and makes Sisters a more attractive place for people to visit and make their home.”

**Financial Impact:** None

---

**Attachments:**

1. ATTACHMENT 1: City of Sisters 2024 Arbor Day Proclamation
2. ATTACHMENT 2: City of Sisters Arbor Day Celebration Flyer



## City of Sisters 2024 Arbor Day Proclamation

- Whereas,** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- Whereas,** This holiday, called Arbor Day, is now observed throughout the nation and the world, as well as in the City of Sisters, and
- Whereas,** Trees are healthy for salmon and steelhead because they reduce the stormwater runoff and lower water temperature when planted near our creeks and rivers, and
- Whereas,** Ponderosa Pines and other trees are a critical part of the unique character of Sisters; and,
- Whereas,** The City of Sisters has received Tree City U.S.A. status for seventeen consecutive years; and,
- Whereas,** In honor of its Tree City USA Status, the City will host an Arbor Day tree planting celebration with local Sisters students at Creekside Park, to inspire the next generation of stewards.

**Now, Therefore,** as Mayor of the City of Sisters, I, Michael Preedin, hereby declare the 26<sup>th</sup> day of April 2024 to be Arbor Day in the City of Sisters. I urge all citizens to celebrate Arbor Day and to protect and plant trees to promote the well-being of this and future generations.

Dated this 10<sup>th</sup> day of April 2024.

---

Michael Preedin, Mayor

Attest:

---

Rebecca Green, Deputy Recorder

# Please join us for the City of Sisters' annual Arbor Day Celebration!

When: Friday, April 26, 2024, 10:00 AM – 11:30 AM

Where: Creekside Park (meet at the parking lot)  
649 OR-126  
Sisters, OR 97759

Trees are an essential part of the unique character and identity of Sisters. As our community continues to grow, we strive to be stewards of our abundant natural beauty through preserving and maintaining our urban forest for future generations to come.

Since 2007, City of Sisters has been designated as a Tree City USA by the Arbor Day Foundation. Each year, we celebrate Arbor Day with a proclamation reading by the Mayor and ceremonial tree planting with the help of local students and community members.

For questions, please contact:

Emme Shoup, Associate Planner

Phone: 541-323-5216

Email: [eshoup@ci.sisters.or.us](mailto:eshoup@ci.sisters.or.us)





## CITY COUNCIL Staff Report

**Meeting Date:** April 10, 2024  
**Type:** City Council Meeting  
**Subject:** City Council Meeting Minutes

**Staff:** R. Green  
**Dept:** Administration

---

**Consent Agenda:** Approve the minutes from the March 13, 2024 City Council Workshop and the March 13, 2024 Regular City Council meeting.

---

**Summary Points:**

- Approve the minutes from the September 5, 2023 Special City Council Meeting, March 13, 2024 City Council Workshop and the March 13, 2024 Regular City Council meeting.

**Financial Impact:** None.

---

**Attachments:**

- 1- September 05, 2023, City Council Special meeting
- 2- March 13, 2024, City Council Workshop
- 3- March 13, 2024, Regular City Council meeting

**MEMBERS PRESENT**

Michael Preedin Mayor  
Andrea Blum Council President  
Jennifer Letz Councilor  
Susan Cobb Councilor  
Gary Ross Councilor

**STAFF PRESENT:**

Jordan Wheeler City Manager  
Kerry Prosser Assistant City Manager  
Scott Woodford CDD Director  
Garrett Chrostek City Attorney

**GUESTS:**

Lou Blanchard Chair, Sisters Cold Weather Shelter (SCWS)  
Diane Prichard Board Member, SCWS  
Sharon Thorkildson Treasurer, SCWS  
Dr. Mark Suarewine SCWS Volunteer

The meeting recording can be found here:

<https://www.ci.sisters.or.us/bc-citycouncil/page/city-council-special-meeting>

**1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

Mayor Preedin called the public hearing to order at 5:00 pm.

**2. ROLL CALL**

A roll call was taken, and a quorum was established.

**3. PUBLIC HEARING**

**APPLICANT:** Sisters Cold Weather Shelter  
**PROPERTY OWNER:** Desert Wind Holding, LLC.  
**SITE LOCATION:** 192 W. Barclay Drive,  
Map and Tax Lot:151004CB02800

**REQUEST BY APPLICANT:** Approval of an emergency shelter (to be operated during times of extreme weather) to accommodate up to twenty sleeping pads or cots and resource center providing services such as showers, laundry and, case management and mental health and addiction and housing resources.

**APPROVAL CRITERIA:** Oregon House Bill 2006 (2021 Regular Session) and updated by Oregon House Bill 3395 (2023 Regular Session).

Mayor Preedin read the conduct of the hearing and asked Councilors to disclose any ex parte contacts, bias, or conflicts of interest.

- Councilor Cobb had no bias, conflict of interest, or ex-parte contacts and intended to participate.

- Councilor Ross noted a call from a county commissioner on the topic but said that did not preclude him from the conversation.
- Councilor Letz had no conflict.
- Council President Blum had no conflict.
- Mayor Preedin had general conversations with the public on the topic and declared no conflict.

No member of the audience challenged the ability of any Councilor to hear the matter.

### **Staff Report**

Director Woodford reviewed a [presentation](#) on the Sisters shelter proposal and provided an overview of a request for an emergency shelter under House Bill 2006. He discussed the applicable criteria that must be followed to make a decision, the public comments received, and the proposal's details, such as its location, operation hours, and services provided. He also covered the procedural history of the application, the decision-making process, and the options available to the City Council.

Additionally, Director Woodford discussed the specific criteria outlined in House Bill 2006, including the requirements for an emergency shelter to meet building codes, be located within the urban growth boundary, have transportation access to commercial and medical services, and not pose unreasonable risks to public health and safety. He highlighted the challenges and ambiguities related to the operator's experience and tax-exempt status in the eligibility criteria.

### **Questions from the Council to staff**

Councilor Ross asked about a path near the proposed shelter. Director Woodford explained it was a public access path that connected to Lundgren Mill Street.

Councilor Letz asked for clarification regarding the definition of "emergency shelter" in the context of House Bill 2006, specifically whether "temporary" referred to the shelter's operation or the clients staying there temporarily. Attorney Chrostek replied that emergency shelter was a broad term that refers to the temporary sheltering of people who lack housing. It was not about the shelter running temporarily but about offering a temporary and safe place for people in need.

Councilor Letz asked if they wanted to change from temporary to year-round, would that trigger another application process? Director Woodford replied there was a lack of clarity in HB2006. The recommended approach would include a condition that established a review process in case the shelter operation was substantially expanded. This condition would require the SCWS to return to the Council for reapproval, like a land use application. However, it was uncertain whether such a condition was within the legal bounds but was something the Council could consider.



Councilor Ross asked if there was anything to preclude the Council from making a condition of approval, that it be a temporary shelter during cold weather events, and perhaps during fire events, but at no other time. Attorney Chrostek replied that HB2006 does not address conditions. He said it was fair to suggest that if we reviewed an application based on a set of facts and those set of facts changed, he would advocate that it was a basis for reevaluation of the change in circumstances.

Councilor Cobb noted a letter from Shepherds House stating they worked with SCWS, and she wanted to ensure that was correct. Director Woodford replied that there was a letter that said something to the effect of the SCWS being under their umbrella for tax exemption. It was unclear whether it was an ongoing partnership and if SCWS was under the umbrella for the purposes of this application.

Mayor Preedin noted the letter was in the application, and the one thing that stood out to him was that it said it was a bookkeeping or fiscal agent, which may or may not include helping to operate the shelter.

### **Applicant's Presentation**

Lou Blanchard, SCWS Board Chair, introduced members of the SCWS Board.

Diane Prichard, SCWS Board member, read a [statement](#) that reviewed the history and efforts of Sister's Cold Weather Shelter in addressing homelessness in the community. She mentioned that the shelter had been operating for several years with the support of volunteers and local churches. They have secured a grant of \$1.4 million to purchase a suitable building for their operations. They believe they meet all the qualifications outlined in House Bill 2006, including the conditions of approval recommended by the staff. Prichard addressed three questions related to transportation, experience, and tax-exempt status, stating that they believed they met the criteria in each case. She also emphasized that the shelter's presence would enhance community safety and provide a place for vulnerable neighbors to rest and access services. She spoke about the shelter's history of addressing unacceptable behavior. Prichard was confident their application met the criteria for the shelter's approval under House Bill 2006 and looked forward to planning for the upcoming winter season.

Dr. Suarwine had volunteered at the shelter and shared his perspective on the proposal's relationship with medical systems and access to healthcare in Sisters. Based on his experience, the shelter primarily addresses chronic rather than acute medical needs among its clients. He highlighted the importance of building relationships with shelter guests and how this can lead to better health outcomes, not only in terms of physical health but also mental and emotional well-being. Dr. Suarwine argued that having an operational emergency shelter could serve as a catalyst for the houseless community to seek medical

and mental health services, as it provided a process for support and intervention. He said that the impact of having 10 to 20 people temporarily housed in the shelter during limited times and seasons of the year was insignificant in terms of overall healthcare access in the community.

He acknowledged that access to medical care in Sisters may not be ideal, and stated that various factors, including population growth and individual medical needs, influenced the community's more significant issue of medical care. Dr. Suarwine asked the Council to support the shelter's application and expressed his belief that the shelter's presence would not significantly impact the broader healthcare system in Sisters.

#### **Council questions of the applicant**

Councilor Blum asked about the concerns raised by citizens regarding the previous cold weather shelter site on Main Avenue and its impact on nearby businesses. Concerns were raised about people entering the shelter facility for the evening, having dinner, and then leaving the area. Additionally, there were reports of loitering and people congregating in areas near garbage bins, which made some individuals feel unsafe. Councilor Blum was interested in understanding whether specific operational differences or procedures at that facility might have contributed to the perceived difficulties and safety concerns compared to the previous shelter locations.

Ms. Prichard replied that the SCWS received few complaints from neighbors about the cold weather shelter site on Main Avenue. While there may have been discussions and concerns on social media, there was no communication with the shelter organizers. Prichard also pointed out that according to an officer who spoke at a previous meeting, there were no significant calls or incidents related to the Main Avenue shelter during its operation. She explained that business owners might have had initial concerns, but many reported not seeing any problems. Prichard clarified that the shelter had a policy that once guests leave for the evening, they cannot return, but the SCWS could not be held responsible for guests once they left the shelter.

Mayor Preedin mentioned that the City Council received letters from business owners expressing concerns about the Main Avenue shelter. He asked if, during that season, from February 1, 2022, to March 31, 2022, there was a point when the shelter stopped allowing people to stay overnight. Ms. Prichard replied they closed early but served dinners for a while, but there was not a lot of attendance. She wished the SCWS had received the letters directly. Mr. Blanchard stated that it was important that the city partner with SCWS; if you were getting that kind of feedback, how could we react if we did not know about them.

Councilor Cobb said one of the potential conditions mentions the City Council's right to request a new application if there were changes to the shelter use. She said the shelter's

current plan was only for overnight stays, not for days on end, and there were no plans for parking campers outside the facility. She would like to know if changes to expand the facility would trigger a new application. Mr. Blanchard replied they agreed with the conditions outlined in the staff report and that they did not want to add additional uses.

Councilor Ross stated the situation at the Main Avenue shelter site was concerning. Regardless of whether it was communicated, it happened, and that was an essential thing for SCWS to understand.

Councilor Ross noted the application requested beds for twenty people; what would SCWS do if you had more than that show-up? Mr. Blanchard replied SCWS was willing to abide by the conditions set by the city regarding the shelter's capacity. If the need arises to accommodate more people, they were prepared to seek permission from the City Council to expand the facility.

Councilor Ross raised concerns about parking availability for shelter guests. He also mentioned that Car Connection, a nearby business, has many automobiles on its lot. Mr. Blanchard responded that they had never had more than half a dozen cars at the shelter. He noted that there were parking spaces in front of the building, and Car Connection's lot was to the west of the building.

Councilor Ross expressed frustration about the lack of a cohesive and coherent plan for how the shelter would be run. While they had heard what the SCWS wanted to do, there was not enough written documentation to assess whether the proposal was a functional and workable solution; having a clear and well-documented plan for the shelter's operation was important. He said not having a plan had hurt SCWS because he could not get answers to the questions that he had. You have a building to run, maintenance costs, and expenses related to the building. A lot was going on, and he wanted to avoid having the facility drop into the city's lap in a year or two if SCWS could not maintain it due to a lack of funds. Councilor Ross was concerned about the squishy way the whole thing felt. He thought any changes to the shelter should be public and transparent; the shelter's plans should be clear and visible to everyone involved.

Councilor Letz expressed concerns about problematic guests at the shelter and how they would be handled. She would like to know how the shelter handled code of conduct violations and the emergency plan in the event of injuries or violent incidents. Mr. Blanchard replied that staff members were trained in basic medical care and behavior observation, which was crucial for identifying and addressing problematic behavior. He also emphasized their strong relationship with the Sheriff's Office. Blanchard said the shelter's goal was to ensure safety and prevent problems from escalating.

Councilor Letz was also concerned about the lack of a strategic plan or vision for handling a potentially significant increase in shelter clients. She believed that the conversation focused on the current number of clients and that the organization needed to plan for the possibility of a higher number of guests in the future. Ms. Prichard replied that Sisters, being a small town with a seasonal emergency shelter, may not experience an influx of people seeking shelter because there were larger towns nearby with year-round services. Prichard also noted that many people may lack transportation to reach Sisters, reducing the likelihood of a significant increase in shelter clients. She did not anticipate an explosion of people coming to Sisters for shelter.

Councilor Letz said it was important to consider the security of neighbors and the community. She asked whether the shelter was willing to be involved in providing security measures, such as hiring security guards or helping neighbors with fencing, to address these concerns. Mr. Blanchard replied that they had met with adjacent neighbors who expressed their safety concerns, and they discussed the possibility of creating a good neighbor agreement and possibly putting up a fence. Blanchard questioned why there was an assumption that the population served by the shelter would create issues or commit crimes, pointing out that similar issues could also occur among housed individuals in the community.

Councilor Letz disagreed with Mr. Blanchard and expressed concerns about the impact of shelters on property values and neighborhoods. She acknowledges that not all shelter clients pose issues. We needed to be realistic about the potential impact and that some unhoused individuals may not always be law-abiding. She appreciated that there have been discussions with neighbors. Councilor Letz believed that shelters could be both helpful and important in a community but also could attract negative elements. She emphasized the need to work on mitigating the negative impacts and thought the community was looking for assurance that these concerns were being addressed and heard by the organization.

Ms. Prichard replied that they would consult with authorities if issues arose. She pointed out that society was dealing with widespread drug problems, including fentanyl, and it affects both housed and unhoused individuals. Prichard believed that crimes committed by housed people were overlooked more easily. She said it was important to address the needs of unhoused individuals to make the community safer. Prichard said as they built relationships at the shelter, they could encourage unhoused individuals to seek help for medical and mental health issues.

Councilor Cobb asked if they had done any research on the idea that if you built a shelter, more homeless people would come to an area. Mr. Blanchard replied that there was no statistic that said shelters brought more people in. Blanchard said that shelters did not attract problems but rather served individuals who were already part of the community

and that congregating unhoused individuals in one place, such as a shelter, was unlikely to worsen existing issues.

Councilor Cobb noted the need for essential elements such as an emergency evacuation plan at the shelter. Her concern centered around the requirement for a fire watch, which necessitates continuous operation during the evening with an attentive person present at all times. Mr. Blanchard replied they would always have a person on fire watch as required.

Mayor Preedin questioned the rationale behind the SCWS's decision to broaden its mission beyond its previous scope. He asked for clarification on when and why the shelter decided to incorporate additional services, such as mental health services and laundry, into its mission.

Mr. Blanchard explained that the expansion into mental health services coincided with the hiring of David Fox by Deschutes County Health. Fox had sought input from the SCWS on individuals residing in the forest. The shelter decided to collaborate with Fox, who now spends two days a week in town identifying individuals in need. The shelter has provided support, food, water, clothing, and assistance with cars and RVs for those residing in the forest. Blanchard said laundry service was added as an additional offering.

Mayor Preedin reviewed the history of the cold weather shelter, noting they had been open for four seasons from 2018, 2019, 2021, and early 2022, with the first three or four seasons partnered with community churches. The Mayor expressed concern about the safety and challenges faced during 2022 at the Main Avenue shelter. He highlighted the importance of considering safety when planning a new shelter with potential risks for businesses. The Mayor felt there could have been more public engagement before the application was submitted.

Mayor Preedin asked if the SCWS had records of the number of people who stayed at the shelter each night. Ms. Prichard said they did, but they were not accessible tonight. Mayor Preedin asked if they had conversations with the homeless to see how many people might use the shelter. Mr. Blanchard replied it was challenging to get the houseless to think about what the winter might look like for them. Mayor Preedin asked if a code of conduct for the shelter was available for their review. Ms. Prichard replied they did have a code of conduct, and everyone who spent the night signed one; she did not have one with her tonight. Mayor Preedin asked what weather criteria would trigger the opening of the emergency shelter. Mr. Blanchard replied it would depend on the emergency conditions, whether cold, heat, or smoke, and the city's criteria.

Council President Blum would like to make the SCWS's coming to the Council for an emergency resolution for heat, fire, and smoke each year a condition of approval. Councilor

Cobb would like SCWS to have an emergency plan, criteria for opening (heat, cold, and smoke), and a check-in and check-out process as a condition of approval. Councilor Ross felt the Council did not have enough information to decide on the application.

### **Public Comments**

Public comments are available in the meeting recording.

<https://www.ci.sisters.or.us/sites/default/files/archives/audio/CityCouncil/2023/cc090523specialmeeting.m4a>

The following is a list of individuals that provided comments.

Kellen Klein, Julie Knirk, Pat Thompson, Gary Tewart, Cheryl Pellerin, Vito Bartolotta, Amy Larrabee, Cary Kiefer, Julie Bartolotta, John Collins, Jill Pinion, Katy Guinasso, Cindy Weaver, Beth Prince, Justin Neth, Lori Blanchard, Spencer Hamigas, Roger Detweiler, Paul Basile, Liz Foster, Curt Kallberg, Peggy Snow, Mark Sauerwein, Madelyn Stasko, Kris Calvin, Kirk Schlemlein, Nancy Aebersold, Jonathan Leahey, Joyce Grantz, Peter Holocher, Darin Burgstahler, Lois Kaping, Karen Whisler, Mandi Moore, Tim Knifa, Linda Casanova, Steve Voorhees, Kurtis Cook, Jeana Monfils, Amy Burgstahler, Chelsea Hoyt-Glokner, Fred Berke.

### **Applicant Rebuttal**

Ms. Thorkelson, treasurer and secretary for SCWS, addressed concerns about the lack of information on plans and finances. She acknowledged that such details may not have been explicitly included in the application but noted that the budget and plans exist.

Mr. Prichard, SCWS Board member, said that homeless individuals in Sisters were distinct from those in other areas. He noted a lower likelihood of substance abuse among the homeless population in Sisters based on his extensive experience working with them over the years. While acknowledging the possibility of some individuals struggling with drug issues, he has not encountered many cases in his interactions with the homeless community in Sisters.

Mr. Blanchard thanked the Council for providing a platform for public input and acknowledged the necessity of the process. However, he believed the extended timeline had contributed to fear and misinformation. Despite facing challenges, he emphasized the commitment of SCWS to care for the homeless in Sisters. Blanchard reviewed the SCWS grant, which was vetted by the Multi-Agency Coordination Group (MAC) and Central Oregon Intergovernmental Council (COIC). It was timely that SCWS applied for the grant and had a wonderful building that was nearly perfect for us. He clarified the nature of the shelter as temporary and addressed concerns about the lack of a business plan, staffing, and operations.

### **Questions of Clarification**

Councilor Cobb asked if any areas remained legally questionable. Attorney Chrostek reviewed that the point of this process was for the City Council to evaluate the facts against the approval criteria. There were certainly some approval criteria that could be interpreted one way or interpreted another way, and there was certainly some evidence that one person might favor over another.

Councilor Cobb asked if they could approve with conditions. Attorney Chrostek replied that the House Bill could have said, " You cannot condition it in any fashion," but it did not say that, and it also did not say anything on the opposite side either.

Councilor Ross asked if the SCWS would hire an executive director and what type of experience they would have. Mr. Blanchard replied they would like an executive director who helped with protocols and daily management of the shelter.

*Councilor Ross made a motion to close the record for both written and oral testimony. Council President Blum seconded the motion. Preedin, Blum, Letz, Ross, and Cobb voted aye. The motion carried.*

### **City Council Deliberations**

Mayor Preedin expressed appreciation for the good intentions of the SCWS but voiced concerns about ensuring a minimum level of safety. He suggested that pressure from the state and governor's office to house all homeless within urban growth boundaries was unfair to cities with varying needs. He indicated a preference for denying the shelter application due to safety concerns and the potential for worsened safety conditions if approved, particularly with an influx of homeless individuals seeking services. He proposed going back to the drawing board to work with the shelter, churches, and business leaders to find a more suitable solution that better aligns with the community's unique needs.

Councilor Cobb viewed the current decision as an opportunity to assist those struggling to help themselves. Cobb did not anticipate attracting people from other towns, noting the presence of more services in neighboring areas. She suggested implementing conditions to manage the situation, allowing for adjustments if needed. Councilor Cobb would vote in favor of approval with specific conditions.

Council President Blum expressed frustration over the perceived loss of the community's ability to make independent decisions due to state legislation related to housing emergencies. While acknowledging the reasoning behind the legislation, Blum noted the varied nature of the homelessness issue in different communities. Despite this frustration, Blum considered the legal authority in the application criteria and expressed concern that rejecting the application might lead to a legal appeal where courts could interpret

ambiguous language in favor of the legislative intent to establish shelters in communities. Council President Blum leaned toward approving the application with conditions. Blum was encouraged by the applicant's willingness to collaborate with the city to establish conditions that would define the terms of the partnership. Blum believed such conditions, even if not explicitly mandated, could carry legal weight if all parties agreed to and signed them. Blum expressed openness to hearing other viewpoints that might provide additional insights into the decision-making process.

Councilor Letz thought the house bill was intended for larger communities with more resources and was frustrated with the state's handling of the process. She highlighted the challenges smaller communities like Sisters faced and thought the state was disrupting the local process. Letz said the state needed to provide more resources to address root causes of homelessness, such as housing affordability, mental health services, and addiction services. She acknowledged the city's efforts in working on affordable housing and expressed pride in the work done so far.

Regarding the shelter application, Letz said that, despite most comments being against it, there was a genuine thread of concern among people who cared about the homelessness issue but disagreed with the proposed solution. She felt the SCWS missed an opportunity to involve community members in finding creative solutions tailored to Sisters. Councilor Letz expressed her intent to vote against the application.

Councilor Ross had several concerns regarding the proposed shelter. First, he emphasized the need to understand how the shelter would be run, managed, and operated. He also had apprehension about potential public liabilities if fundraising efforts were unsuccessful.

Councilor Ross explained that despite initially considering the building a suitable location, further evaluation made him aware of safety issues, especially along Barclay Drive during dark winter months. He anticipated increased traffic on Barclay Drive due to future construction, which would raise additional safety concerns. Ross was torn on the decision, citing a lack of sufficient information from the application and the need to gather more details before making a decision. Councilor Ross emphasized the importance of having a clear plan and business model for the shelter's operation.

Mayor Preedin thought the shelter application was not a straightforward, black-and-white issue but a complex community-wide concern. He suggested that denying the application could provide an opportunity for the community to collectively address the issue in a way that aligned with Sisters' values. The Mayor acknowledged his relatively short time in the community since moving there in 2007 but expressed trust in longstanding local families and businesses that have contributed to building the town. Preedin believed that finding a



middle ground was possible and expressed a desire to make a decision that evening as they were close to reaching a resolution.

Council President Blum reviewed the importance of making a decision on the shelter application based on the criteria outlined in the application rather than personal opinions or community sentiments. Blum considered questions about the legal authority of the Council in the decision-making process and the need to focus on evidence provided in the application. She said that certain issues brought up during the discussion may not be within the purview of the decision-making criteria outlined in the application.

Council President Blum said that if we were going to deny the application, we should ensure that we have an adequate record of the criteria we were denying it based upon. So that the staff could compile findings that we could approve or disapprove

Mayor Preedin noted that City Council deliberations were preliminary and non-binding until the written decision was adopted. He discussed his perspective on the safety issue, considering it the highest-level concern in the application. Preedin acknowledged minor issues in other areas of the application that could potentially be addressed with conditional approval.

Mayor Preedin had concerns about future changes in leadership, both within the SCWS Board and potential shifts in the City Council. He suggested that denying the application based on safety concerns allows for the exploration of common ground while approval with conditions may limit the ability to influence the future trajectory of the shelter's operations.

Councilor Cobb believed there was no unreasonable safety risk. She said if the application were denied, safety of the city and the unhoused could worsen.

The Council discussed the potential for an appeal if the application was denied.

Councilor Letz had reservations about approving the shelter proposal but acknowledged the hard work and good intentions of the shelter proponents. She expressed specific concerns about safety and egress access issues and believed there was an unreasonable risk to public safety that could be exacerbated by the proposed shelter. She discussed the strain the shelter might put on limited public resources and highlighted the potential challenges in transporting individuals needing medical care or stabilization services. Councilor Letz stated that the proposed shelter model did not seem suitable for a community of Sisters' size.

Councilor Cobb strongly believed in the importance of moving forward with the proposed shelter despite the challenges and concerns. She said there was potential for negotiation with SCWS to establish conditions that would be agreeable to all parties involved. Councilor Cobb supported the shelter and its potential to address the needs of individuals in crisis within the community.

Councilor Cobb and Council President Blum would like to approve the application with conditions. Councilor Letz and Mayor Preedin would deny the application because of safety concerns.

Councilor Ross expressed significant concern about the safety of individuals walking on Barclay Drive at night, especially with the upcoming construction. He highlighted the difficulty of ensuring safe transportation for people between the shelter and the forest, suggesting that until the Barclay issue was resolved, he leaned towards a "no" vote.

Attorney Chrostek said the next step in the process involved scheduling the next meeting, where the Council would review and potentially adopt a written decision based on tonight's discussions. The proposed date for this meeting was September 19th, and during this session, the Council would provide feedback on the drafted decision, either adopting it as is or making amendments.

Mayor Preedin stated that barring further discussion, we would continue this hearing to September 19<sup>th</sup> at 5:00 pm. He noted that public testimony had been closed.

**4. ADJOURN: 10:30 pm.**

---

Kerry Prosser, Recorder

---

Michael Preedin, Mayor

REGULAR MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
MARCH 13, 2024

**MEMBERS PRESENT:**

Michael Preedin      Mayor  
Andrea Blum          Council President  
Gary Ross            Councilor  
Susan Cobb          Councilor

Absent: Jennifer Letz   Councilor

**STAFF PRESENT:**

Jordan Wheeler      City Manager  
Kerry Prosser        Assistant City Manager  
Joe O'Neill            Finance Director  
Scott Woodford      CDD Director  
Matt Martin          Principal Planner  
Eric Strobel          Economic Dev. Dir.  
Rebecca Green        Deputy Recorder

The meeting recording is available here:

<https://www.ci.sisters.or.us/bc-citycouncil/page/city-council-workshop-meeting-3>

**1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

The meeting was called to order by Mayor Preedin at 6:31 pm.

**2. ROLL CALL**

A roll call was taken, and a quorum was established.

**3. APPROVAL OF AGENDA**

*Councilor Ross made a motion to approve the agenda. Councilor Cobb seconded the motion. Preedin, Blum, Ross, and Cobb voted aye; the motion carried 4-0.*

**4. VISITOR COMMUNICATION**

Michael, no address given spoke to emergency services, attempts to honor his friend for his army service, and other issues.

**5. CONSENT AGENDA**

- A. Minutes
1. February 28, 2024 - Workshop
  2. February 28, 2024 –Regular Meeting

*Councilor Ross made a motion to approve the Consent Agenda with stated amendments. Councilor Cobb seconded the motion. Preedin, Blum, Ross, and Cobb voted aye; the motion carried 4-0.*

**6. COUNCIL BUSINESS**

- A. Discussion and Consideration of Resolution 2024-05** A RESOLUTION OF THE CITY OF SISTERS AS PART OF THE GOVERNING BODY OF THE GREATER REDMOND AREA ENTERPRISE ZONE APPROVE THE ESTABLISHMENT OF A SCHOOL SUPPORT FEE OF 15%.

REGULAR MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
MARCH 13, 2024

City Manager Wheeler provided the report, explaining Enterprise Zones and the approval process for the 15% support fee. The cities of Redmond and Sisters, as well as Deschutes County are required to adopt similar resolutions.

Mayor Preedin spoke to the importance of Economic Development for Central Oregon (EDCO) to the business life of Sisters. Sisters EDCO Director Eric Strobel stated that Sisters currently has two Enterprise Zones: Personalized Nutrients and Sisters Coffee.

*Councilor Ross made a motion to approve Resolution 2024-05. Councilor Cobb seconded the motion. Preedin, Blum, Ross, and Cobb voted aye; the motion carried 4-0.*

**B. Discussion and Consideration of a Motion to Approve a Professional Services Agreement with Moore Iacofano Goltsman, Inc. for Urban Growth Boundary Expansion Consultant services.**

City Manager Wheeler introduced the staff report by speaking to the multi-year efforts behind requesting consultant services, including the Sisters Country Vision, housing analysis, and efficiency measures – all efforts that have informed the need for expanding the Urban Growth Boundary (UGB).

Director Woodford presented the staff report, explaining the process of obtaining the consultant, Moore Iacofano Goltsman (MIG) and some of the past work MIG has done for Sisters, and in the area. The contract for \$239,106 will be paid in part (\$100,000) by the Department of Land Conservation and Development (DLCD) Housing Assistance Grant.

Woodford briefly explained the entire scope of work, beginning in earnest in April and scheduled to be complete in September 2025. MIG will emphasize public engagement throughout the project. Initial efforts will include the formation of a steering committee that will help develop policies and goals, review draft materials, and make key decisions throughout the process, in public meetings offering public input. The committee will include elected and appointed officials, staff, agricultural representatives, landowners, and interested community members.

MIG and the steering committee will work on finalizing the land need, which has been addressed in the [November 2023 Urban Growth Boundary Sufficiency Report](#). This finalization will create the “factual base” for how the UGB expansion will proceed, which will be presented before both the Planning Commission and the City Council. With that established, work will continue on the suitability of land types in the expanded UGB, taking into account the need and cost for public services, the compatibility of urban space with the nearby agricultural and forest lands that become adjacent, among other potential issues.

REGULAR MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
MARCH 13, 2024

After a series of stakeholder meetings, MIG will develop an Expansion Area Evaluation Report that will evaluate options for expansion. From there, an initial concept plan will be developed and evaluated by the public before presenting to the Planning Commission and City Council for adoption, to the County for approval, and to the State for acknowledgement.

In approximately the fall of 2025, area planning will further refine land-use in terms of transportation, utilities, open space, and generally the character of developments to occur in the expanded UGB. The area planning will remain in place until a developer brings a plan to the City for consideration to annex lands for development.

Councilor Ross clarified that the steps Sisters is taking to expand the UGB is a longer process that will comprehensively address the needs of the city over 20-30 years in the future; and while there is a truncated process legally available, it would not allow for the full scope of need over time. It was further clarified that the creation of the expanded UGB does not require properties to be annexed; rather, property owners have the sole authority for annexing into the UGB. Lastly, annexations must be continuous and are not permitted in such a manner as to create an island of urban land surrounded by county lands.

Mayor Preedin emphasized that the expansion of the UGB was largely set forth by the [Sisters 2040 Comprehensive Plan](#) undated in 2021, which addressed housing and employment needs, livability, and the need to plan for the expected growth prescribed by state land-use laws. Preedin described some examples of how long this growth takes place, in some cases multiple decades. Preedin and Ross spoke of the importance of local efforts in determining how the inevitable growth in Sisters takes place.

*Councilor Cobb made a motion to approve the professional services agreement, adding the not to exceed amount of \$239,106. Councilor Ross seconded the motion. Preedin, Blum, Ross, and Cobb voted aye; the motion carried 4-0.*

## **7. OTHER BUSINESS**

### **A. Staff Comments**

City Manager Wheeler:

- The annual Forest Service Open House will be held April 9, 5:30 p.m., with a tour of the new ranger station under construction at 4:30 p.m.
- Some updates from the recent legislative session include a reform of Ballot Measure 110; the passing of Housing Bill 1537 that most pertinently provides new policy on land-use adjustments; and the passing of Housing bill 1530 that provides further funding for housing projects and shelters.
- The Public Works Advisory Board is working on System Development Charges for water and wastewater. The proposed updates will come to council in spring. The

REGULAR MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
MARCH 13, 2024

Locust Roundabout is on schedule. Thanks to the Public Works crew for their hard work this winter.

- The Finance Department is busy working on the budget, with the Budget Committee's review scheduled for May.

Assistant City Manager Kerry Prosser:

- The application process continues to fill one position on the Budget Committee and one position on the Planning Commission. The appointments will come to Council in April.
- There were 25 excellent applicants for the Civic Leadership Academy, and 12 were selected. The Academy will start in April.
- The Community Leadership Initiative, a local group working in the houseless community in clean-up efforts are seeking grants for removing abandoned vehicles, which is a growing issue.
- Prosser met with the new Executive Director of the Farmers Market, discussing the coming year and their work with Seed to Table.
- The agreement with Northwest Housing Alternatives is under review and will be brought to Council early summer. The agreement consists of a 40-unit apartment building to be constructed at 322 North Trinity Way.
- Prosser met with a small community group interested in forming a Cultural/Arts District.
- The new Regional Housing Council will meet every 3<sup>rd</sup> Monday of the month, starting in March.
- The lease on 291 E. Main Avenue with Sisters Makers is in development and will come before Council at the April 10 meeting. Sisters Makers expects to inhabit the building starting May 15.

Community Development Department Director Woodford:

- The certification for International Dark Skies designation is in process and could take 1-2 years. The next step is to form a Dark Sky Committee.
- Citizens 4 Community will host an event on May 5 titled: "Who Gets to Live Here? The Search for Local Housing Affordability." Associate Planner Emme Shoup will serve on the panel.
- An application for affordable housing funds was received from Habitat for Humanity, review is in process and will come to Council in May or June. The deadline for URA Workforce Housing Funds is April 1.
- The Planning Commission is working on the Tourist Commercial Zone text amendments.

REGULAR MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
MARCH 13, 2024

**8. MAYOR/COUNCILOR BUSINESS**

Councilor Ross reported out from the Urban Forestry Board (UFB) meeting. City Forester Dan Galecki has resigned; an RFP to fill this position will go out soon. The UFB is working on a heritage tree program, which will likely come to Council in the near future. There are a lot of trees dying on the East Portal property, presumably due to climate change and notably from the Ips beetle. Those trees infected with the Ips beetle need to be removed before they spread to other trees. Ross attended the recent Deschutes County (DC) Bicycle/Pedestrian Advisory Committee which discussed the draft Transportation System Plan affirmed by County Commissioners; there is a second reading forthcoming. The plan includes a trail to be constructed between town and Black Butte Ranch.

Councilor Cobb gathered information from a few concerned citizens about the city's efforts towards the unhoused. Cobb suggested there be more communication about those efforts. Manager Wheeler shared that the Deschutes County Coordinated Houseless Response Office is also discussing how to communicate well with the public about the work underway and the funds expended on behalf of the unhoused. In addition to that, more locally, we could communicate more about the work being done through the many volunteer networks in operation. The City is also planning for working with the public on ideas and options ahead of a potential smoke season and well ahead of next winter. Council discussed how the public gets involved in these efforts; Manager Wheeler and Mayor Preedin will further discuss and report out at a later meeting.

**9. ADJOURN: 7:40 p.m.**

---

Rebecca Green, Deputy Recorder

---

Michael Preedin, Mayor

WORKSHOP MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
MARCH 13, 2024

**MEMBERS PRESENT:**

Michael Preedin      Mayor  
Andrea Blum          Council President  
Gary Ross            Councilor  
Susan Cobb          Councilor

Absent: Jennifer Letz   Councilor

**STAFF PRESENT:**

Jordan Wheeler      City Manager  
Kerry Prosser        Assistant City Manager  
Joe O'Neill            Finance Director  
Scott Woodford      CDD Director  
Matt Martin          Principal Planner  
Rebecca Green        Deputy Recorder

The meeting recording is available here:

<https://www.ci.sisters.or.us/bc-citycouncil/page/city-council-workshop-meeting-3>

Mayor Preedin called the workshop to order at 5:31 p.m.

### 1. Short-term Rental Code Amendments

Mayor Preedin recused himself as he owns a short-term rental. He passed the gavel to Council President Blum.

Principal Planner Martin made a presentation providing background to the evaluation process of short-term rentals. He then presented three items of draft text amendments for consideration, including the prohibition of short-term rentals in Urban Growth Boundary expansion/annexation areas, unless specifically permitted in an annexation agreement approved by the City Council; expansion of concentration limits in residential zones from 250 feet to 500 feet; and applying concentration limits to condominium dwelling units, which require that only one unit on the property be used as a short-term rental.

Council discussed the implications of concentration limits to several areas zoned for downtown commercial that allow residential development, including along the Adams Avenue corridor north of the Downtown Core; multifamily uses along W Hood Ave and north of Creekside Park; and the area north of Adams and east of N Larch Street zoned for mixed-use commercial and residential development. There was concern that the zoning rules formed as part of the Efficiency Measures process were coming into conflict with efforts to manage well the short-term rentals in new developments.

Martin addressed issues related to prior existing uses. Council President Blum acknowledged the importance of retaining the value of existing property uses by not making rules retroactive. Discussion revolved around how to create clarity for the public, including developers on the many layers of rules forming over different periods of time and in different zoning areas. Director Woodford indicated that overlay maps can be a good tool for this clarity.



WORKSHOP MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
MARCH 13, 2024

Council discussed specific issues in applying the short-term rental code amendments to the mixed-use zoning in the property north of Adams and east of N. Larch. Mixed-use means different types of development could occur in the same area, including commercial buildings, residential buildings, and buildings with both commercial and residential. The short-term rental code would be applied to the property and its use, rather than a single zoned area. That is, residential developments follow the short-term rental rules for residential, with a 500-foot concentration limit and one dwelling unit per multifamily development. However, a mixed-use development - a building with commercial and residential uses would be exempt according to the short-term rental rules for commercial buildings. This would mean different rules may apply for properties next to one another. For example, a residential-only property built next to an existing short-term rental in a condominium would be subject to the 500-foot concentration limit. However, a mixed-use building next to that condominium would be exempt.

Martin clarified that these rules would apply to all four areas identified in Figures 1 and 2 of [Development Code Chapter 2.4 - Downtown Commercial District](#).

Council directed Martin to initiate the formal code amendment process, which includes public hearings, with an understanding that there may still be updates to the amendments requested from the public or council in further discussion.

**2. Other Business – None.**

The meeting was adjourned at 6:23 p.m.

---

Rebecca Green, Deputy Recorder

---

Michael Preedin, Mayor



## CITY COUNCIL

# Agenda Item Summary

**Meeting Date:** April 10, 2024  
**Type:** Regular Meeting  
**Subject:** DLCD Grant Acceptance

**Staff:** Woodford  
**Dept.:** CDD

---

**Action Requested:** Authorize the City Manager to execute a grant agreement with the Oregon Department of Land Conservation and Development (DLCD) for a \$100,000 Housing Planning Assistance Grant to support the City's Urban Growth Boundary Amendment process.

---

### Background:

- During the 2023 Oregon Legislature, funding was allocated in the 2023-25 biennium to assist local governments in critical housing planning work efforts to help meet the State's direction of increasing housing production, affordability, and choice.
- Among the eligible work funded with the grant are Urban Growth Boundary Amendments in situations where a need has been identified. Through previous planning efforts and substantiated by the 2023 Urban Growth Boundary Sufficiency Report, a need for a UGB expansion in Sisters was identified, and City Council has since directed staff to pursue a UGB Amendment and hire a consultant to assist.
- On July 12, 2023, the City Council adopted Resolution 2023-12, supporting the City's application for the DLCD Housing Planning Assistance Grant. City staff then applied for the DLCD Housing grant on July 31, 2023, and was informed by DLCD on March 11, 2024, that the city was selected for a \$100,000 grant to help fund the UGB Amendment project and offset the costs to the City.
- On March 13, the City Council awarded a contract to MIG for professional services to assist the city with the project. The process is anticipated to be complete by September 2025. The grant agreement's closing date is May 31, 2025, and will help fund the initial project tasks such as finalizing the land needs and analyzing the study areas.

**Financial Impact:** The total project cost is \$239,106, so the total cost to the city minus the \$100,000 grant will be \$139,106.

---

### Attachments:

1. DLCD Housing Planning Assistance Grant

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT



**2023-2025 HOUSING PLANNING ASSISTANCE GRANT**

<b>AGREEMENT COVER SHEET</b>	
<b>This cover sheet is informational and not a part of the agreement</b>	
<b>Offer Date:</b> March 11, 2024	
<b>Grantee</b> City of Sisters 520 E Cascade Avenue Sisters, Oregon 97759	<b>Grant No.</b> HA-25-013
<b>Project Title:</b> Sisters Urban Growth Boundary Amendment	
<b>Grantee Representative</b> Scott Woodford, Community Development Director 541-323-5211 <a href="mailto:swoodford@ci.sisters.or.us">swoodford@ci.sisters.or.us</a>	<b>DLCD Grant Manager</b> Angie Brewer 541-306-8530 <a href="mailto:Angie.brewer@dlcd.oregon.gov">Angie.brewer@dlcd.oregon.gov</a>
<b>GRANT AMOUNT:</b> \$100,000	<b>CLOSING DATE:</b> May 31, 2025
<b>Last day to amend agreement:</b> March 1, 2025	

**Signature**

Grantee shall return a signed agreement to DLCD by e-mail within thirty (30) days of the Offer Date. If not signed and returned without modification by Grantee within thirty (30) days of the Offer Date, the DLCD Grant Program Manager may terminate this offer of the grant award. Upon receipt of the Agreement signed by Grantee, the DLCD Grant Program Manager shall sign and return a digital copy of the signed document via e-mail.

**List of Products**

Preliminary report: Project staff with contact information, advisory committee membership, and refinement of scope by July 31, 2024 (Project Requirement 7)

Signed agreement: between the Grantee and consultant, no later than three business days after both parties have signed the agreement. (Project Requirement 6)

Task 1: Project Kick-Off and Management

Task 2: Finalize Land Need

Task 3: Analyze Study Area

Task 4: Alternatives Evaluation and Preferred Alternatives

Task 5: Findings and Adoption

Task 6: Area Plans and New Urban Land

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this grant agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

STATE OF OREGON  
DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT  
2023-2025 HOUSING PLANNING ASSISTANCE GRANT  
**AGREEMENT**

**DLCD Grant Number:** HA-25-013

**City of Sisters**

This agreement (“Agreement”) is made and entered into by and between the **State of Oregon, acting by and through its Department of Land Conservation and Development**, hereinafter referred to as “DLCD,” and **City of Sisters**, hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.”

1. **Effective Date and Availability of Grant Funds.** This Agreement is effective on the date on which every party has signed this Agreement and all required State approvals have been obtained (“Effective Date”). Grant Funds under this Agreement are available for eligible costs as defined in Sections 4 and 6 incurred beginning on the Effective Date and ending on the earlier of the termination of this Agreement or the Project End Date provided in Attachment A. DLCD’s obligation to disburse Grant Funds under this Agreement ends 60 days after the earlier of termination of this Agreement or the Project End Date.
2. **Agreement Documents.** The Agreement consists of this agreement (without any attachments) and the following Attachments, all of which are attached hereto and incorporated by reference:

- Attachment A: **Project Description and Budget**
- Attachment B: **DLCD Contact Names and Addresses**
- Attachment C: **Request for Product Reimbursement Form and Instructions**
- Attachment D: **Form 1, Notice of Proposed Change (35-day Notice)**
- Attachment E: **Form 2, Notice of Adopted Change**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows: this Agreement without Attachments; Attachments as listed, in descending order of precedence.

3. **Grant Funds.** The maximum, not-to-exceed, grant amount that the DLCD will pay to Grantee is **\$100,000** (the “Grant Funds”). Disbursements will be made only in accordance with the schedule and requirements contained in this Agreement, including Attachment A.
4. **Project.** The Project is described in Attachment A. Grant Funds may be used solely for the Project described in Attachment A and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by DLCD by amendment pursuant to Section 9 hereof. Grantee agrees to implement the Project in accordance with the terms and conditions of this Agreement and complete the Project no later than the Project End Date.
5. **Reports.** Grantee shall submit the reports required by this section to the DLCD Grant Manager and Grants Administrative Specialist in writing by personal delivery, e-mailing, or mailing at the address or number set forth in Attachment B or to such other addresses or numbers as DLCD may specify by notice to Grantee in accordance with Section 8 hereof.

- a. **Progress Reports.** Grantee will submit a written status report at the request of the DLCD Grant Manager or as required in the Project Requirements in Attachment A.
- b. **Financial Reimbursement Reports.** In order to receive reimbursement, Grantee must submit to DLCD requests for reimbursement of eligible costs incurred in producing Product(s), as provided in Attachment A, on the form provided in Attachment C. Grantee shall submit a closeout report to DLCD within 30 days after the termination of the Agreement or the Project End Date, whichever is earlier. Reimbursements for products will be reduced or withheld if Progress or Closeout Reports have not been timely submitted or are incomplete.

**6. Disbursement and Recovery of Grant Funds.**

- a. **Disbursement Generally.** DLCD will disburse the Grant Funds as reimbursement for eligible costs incurred to produce Products in carrying out the Project, up to the amount provided in Section 3, and subject to the timelines and limits for each Task, as specified in Exhibit A. Grantee may request a reimbursement after completion of a Product. Reimbursements will be made by DLCD within 30 days of DLCD’s approval of a request for reimbursement. Eligible costs are the reasonable and necessary costs incurred by Grantee, during the period specified in Section 1, in performance of the Project and that are not excluded from reimbursement by DLCD, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** DLCD’s obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
  - i. DLCD has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to make the disbursement.
  - ii. Grantee is in compliance with the terms of this Agreement.
  - iii. Grantee’s representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
  - iv. Grantee has provided to DLCD a request for reimbursement in accordance with Section 5.b hereof. Grantee must submit its final request for reimbursement no later than 30 days after the earlier of termination of this Agreement or the Project End Date. Grantee will not disburse Grant Funds in response to reimbursement requests submitted after that date.

**7. Representations and Warranties of Grantee.** Grantee represents and warrants to DLCD as follows:

- a. **Organization and Authority.** Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement (1) have been duly authorized by all necessary action of Grantee and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee’s organizational documents, (3) do not and will not result in the breach of, or constitute a default or require any consent under any

other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

- 8. **Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, e-mailing, or mailing the same by registered or certified mail, postage prepaid, to the Grantee's Grant Representative or DLCD's Grant Manager, as the case may be, at the address or number set forth in Attachment B, or to such other addresses or numbers as either party may indicate pursuant to this section. Any notice delivered by e-mail shall be effective on the day the party receives the transmission if the transmission was during normal business hours of the receiving party, or on the next business day if transmission was outside normal business hours of the receiving party. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by mail shall be effective three days after deposit in the mail.
- 9. **Amendments.** The terms of this Agreement will not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the Parties (or in the case of a waiver, by the party against whom the waiver is sought to be enforced). If the Grantee wishes to amend the Agreement, the Grantee must submit a written request, including a justification for any amendment, to the DLCD Grant Manager at least 90 calendar days before the Project End Date.
- 10. **Default.** Reimbursements to Grantee may be withheld or reduced if DLCD determines that Project performance under this Agreement is unsatisfactory, or if one or more terms or conditions of this Agreement have not been met. The amount of Grant Funds withheld will be based on the best professional judgment of the DLCD Grant Manager and Grant Program Manager.
- 11. **Ownership of Product(s).**
  - a. **Definitions.** As used in this Section 11 and elsewhere in this Agreement, the following terms have the meanings set forth below:
    - i. **"Grantee Intellectual Property"** means any intellectual property owned by Grantee and developed independently from the Project.
    - ii. **"Third Party Intellectual Property"** means any intellectual property owned by parties other than DLCD or Grantee.
    - iii. **"Product(s)"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Grantee is required to deliver to DLCD or create pursuant to the Project, including but not limited to any Product(s) described in Attachment A.

- b. **Non-Exclusive License.** Grantee hereby grants to DLCD, under Grantee Intellectual Property and under intellectual property created by Grantee pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD's behalf. If a Product(s) created by Grantee pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD's behalf. If a Product(s) is Third Party Intellectual Property, Grantee shall secure on DLCD's behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD's behalf.

## 12. Indemnity.

- a. **GENERAL INDEMNITY.** SUBJECT TO THE LIMITS OF THE OREGON CONSTITUTION AND STATE OF OREGON TORT CLAIMS ACT, IF APPLICABLE TO GRANTEE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DLCD, THE STATE OF OREGON AND THEIR AGENCIES, SUBDIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF, OR RELATING TO THE ACTS OR OMISSIONS OF GRANTEE OR ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, OR AGENTS UNDER THIS AGREEMENT.
- b. **CONTROL OF DEFENSE AND SETTLEMENT.** GRANTEE SHALL HAVE CONTROL OF THE DEFENSE AND SETTLEMENT OF ANY CLAIM THAT IS SUBJECT TO SECTIONS 12.a; HOWEVER, NEITHER GRANTEE NOR ANY ATTORNEY ENGAGED BY GRANTEE SHALL DEFEND THE CLAIM IN THE NAME OF THE STATE OF OREGON OR ANY AGENCY OF THE STATE OF OREGON, NOR PURPORT TO ACT AS LEGAL REPRESENTATIVE OF THE STATE OF OREGON OR ANY OF ITS AGENCIES, WITHOUT FIRST RECEIVING FROM THE OREGON ATTORNEY GENERAL, IN A FORM AND MANNER DETERMINED APPROPRIATE BY THE ATTORNEY GENERAL, AUTHORITY TO ACT AS LEGAL COUNSEL FOR THE STATE OF OREGON. NOR SHALL GRANTEE SETTLE ANY CLAIM ON BEHALF OF THE STATE OF OREGON WITHOUT THE APPROVAL OF THE ATTORNEY GENERAL. THE STATE OF OREGON MAY, AT ITS ELECTION AND EXPENSE, ASSUME ITS OWN DEFENSE AND SETTLEMENT IN THE EVENT THAT THE STATE OF OREGON DETERMINES THAT GRANTEE IS PROHIBITED FROM DEFENDING THE STATE OF OREGON, OR IS NOT ADEQUATELY DEFENDING THE STATE OF OREGON'S INTERESTS, OR THAT AN IMPORTANT GOVERNMENTAL PRINCIPLE IS AT ISSUE AND THE STATE OF OREGON DESIRES TO ASSUME ITS OWN DEFENSE.

13. **Recovery of Grant Moneys.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination of this Agreement or the Project End Date must be returned to DLCD. Grantee shall return all Misexpended Funds to DLCD promptly after DLCD's written demand and no later than fifteen (15) days after DLCD's

written demand. Grantee shall return all Unexpended Funds to DLCD within fifteen (15) days after the earlier of termination of this Agreement or the Project End Date.

**14. Termination:**

- a. **DLCD's Right to Terminate at its Discretion.** At its sole discretion, DLCD may terminate this Agreement:
  - i. **For its convenience** upon thirty (30) days' prior written notice by DLCD to Grantee;
  - ii. **Immediately upon written notice** if DLCD fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make disbursement under this Agreement; or
  - iii. **Immediately upon written notice** if federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- b. **DLCD's Right to Terminate for Cause.** In addition to any other rights and remedies DLCD may have under this Agreement, DLCD may terminate this Agreement immediately upon written notice by DLCD to Grantee, or at such later date as DLCD may establish in such notice, after the occurrence of any of the following events:
  - i. **Grantee is in default** because Grantee institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
  - ii. **Grantee is in default** because Grantee commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement, fails to perform any of its obligations under this Agreement within the time specified herein or any extension thereof, or so fails to pursue its work hereunder as to endanger Grantee's performance under this Agreement in accordance with its terms, and such breach, default or failure is not cured within fourteen (14) calendar days after DLCD's notice, or such longer period as DLCD may specify in such notice.
- c. **Grantee's Right to Terminate for Cause.** Grantee may terminate this Agreement by written notice to DLCD if DLCD is in default because DLCD fails to pay Grantee any amount due pursuant to the terms of this Agreement, and DLCD fails to cure such failure within thirty (30) calendar days after Grantee's notice or such longer period as Grantee may specify in such notice; or
- d. **Termination** under Section 14 shall be without prejudice to any claims, obligations, or liabilities either party may have incurred prior to such termination.

**15. Accounting and Fiscal Records:** Grantee shall maintain its fiscal records related to this Agreement in accordance with generally accepted accounting principles. The Grantee shall maintain records of the receipt and expenditure of all funds subject to this Agreement for a period of six (6) years after the Project End Date, or for such longer period as may be required by applicable law or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Accounting records related to this Agreement will be separately maintained from other accounting records.



16. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DLCDC (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
17. **Audit.** The Oregon Secretary of State, Attorney General of the State of Oregon and the Director of DLCDC or any other duly authorized representative of DLCDC shall have access to and the right to examine any records of transactions related to this Agreement for six (6) years after the final disbursement of Grant Funds under this Agreement is authorized by DLCDC.
18. **Counterparts.** This Grant Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.
19. **Survival.** All agreements, representations, and warranties of Grantee shall survive the execution and delivery of this Agreement, any investigation at any time made by DLCDC or on its behalf and the making of the Grant.
20. **Successors and Assigns.** Recipient may not assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of DLCDC. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.
21. **Validity and Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement and the remainder shall be construed without the invalid provision so as to carry out the intent of the parties to the extent possible without the invalid provision.
22. **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.
23. **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.
24. By signing this Agreement the Parties each represents and warrants that it has the power and authority to enter into this Agreement and that the Agreement is executed by its duly authorized representative. By signing the document, Grantee agrees to comply with the terms of this Agreement.

**Grantee: Name**

**Grant No. HA-25-013**

Print Name of Authorized Official For the Grantee	Title	Date
Signature of Authorized Official For the Grantee		

**Grantor:** State of Oregon, acting by and through its Department of Land Conservation and Development

Print Name of DLCD Grant Program Manager	Title	Date
<b>Ethan Stuckmayer</b>	<b>Housing Services Division Manager</b>	
Signature of DLCD Grant Program Manager		

**PROJECT PURPOSE STATEMENT**

UGB Amendment to meet Sisters' identified housing needs, which indicated a need for up to 100 acres. The city council has directed staff to update the UGB Sufficiency Report to factor in adopted Efficiency Measures and updated population projections to determine the timing of application.

**PROJECT OVERVIEW AND MANAGEMENT**

Overall management of the Project will be the responsibility of the Grantee as assisted by the DLCD Grant Manager. Specific Project management duties of Grantee will include:

- a. Organizing and managing the advisory committee;
- b. Selecting a consultant and contracting for consultant services;
- c. Overseeing consultant work described in this Project Description;
- d. Scheduling and managing meetings, including activities such as, preparing and distributing meeting notices, agendas, and summaries; and assisting the consultant with meeting facilitation.

***Advisory Committees***

The Project will employ a technical advisory committee (TAC) composed of local government and state agency staff and others identified by the TAC. The role of the TAC is to review Project materials and advise on technical issues throughout the project. TAC members shall generally consist of representatives from City, County COIC, DLCD, and the Project consultant. Additional representatives from other affected agencies and organizations may serve as recommended by TAC members.

The TAC will meet on a regular basis to review technical analysis and recommendations prepared by City staff and the consultant. Individual TAC members will be responsible for communicating with officials from their respective jurisdictions and to assure that policy issues are incorporated into technical work at the appropriate time and in the most effective way.

The Project will not use a policy advisory committee. Instead, members of the TAC will be responsible for reviewing technical analysis with their respective planning commissions and elected officials. TAC members must also inform other Project participants (TAC, consultant, agency Contract administrator) of policy issues and implications raised by local decision-makers that may affect the technical analysis or assumptions used in the analysis.

***Agency Role***

DLCD will provide financial, administrative, and technical assistance to the Project.

***Consultant Role***

The Project will use consultant services to perform technical analysis related to the UGB expansion to comply with ORS 197.307. The consultant is expected to finalize the factual basis for the amendment, including updates as needed to the 2022 Housing Needs Analysis, 2022 Economic Opportunity Analysis, 2023 UGB Sufficiency Report, and 2021 Efficiency Measure Analysis to reflect recent development activity, population and employment projections, updates to city policies and codes, and other recent changes. The consultant will establish a UGB study area and evaluate consistency with OAR 660-024-0060. This process will include a series of stakeholder interviews and partner input, a Buildable Lands Inventory for property within the study area, evaluate the provision of public facilities

and services, and an ESEE comparison. The consultant will provide alternatives for consideration and identify a preferred alternative. The consultant will provide hearings materials, adoption findings, and participate in regular meetings of the TAC to assist local planning staff in presentations to planning commissions and elected officials.

### ***Project Meeting Materials***

Written Project documents or memorandum prepared by the consultant shall be provided to Grantee in digital format at least one week prior to any scheduled TAC meeting.

Grantee shall prepare meeting agendas and summaries for each TAC meeting. Grantee shall distribute meeting materials to project committee members at least five (5) working days prior to any scheduled meeting.

### ***Project Schedule***

The schedule identified in “Schedule, Products, and Budget” section of this Project Description will be observed. DLCD may require an amendment to this Agreement if the timeframes in the schedule are not satisfied. The Project End Date is May 31, 2025.

### ***Expectations for All Written and Graphic Products***

All reports and Products will be delivered to the DLCD Grant Manager according to the schedule provided in this Project Description.

All reports, studies, and other documents produced under the Project must bear the statement in Project Requirement 3, below.

Grantee and the consultant will provide all draft and final Products, including memos, reports, and maps produced by this Agreement in a digital media format. The term “digital media” means a compact disc, digital video disc, USB flash drive, e-mail, or FTP submittal authorized by DLCD.

## **PROJECT REQUIREMENTS**

Grantee agrees to carry out the Project and submit Products in accordance with the requirements in this section.

1. Grantee will produce and submit to DLCD those Products as specified in this Agreement and this Project Description and Budget.
2. Grantee will provide copies of all final Product(s) produced under this Agreement to DLCD in the manner described in this Project Description.
3. All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
4. Grantee will identify the location of the originals of any Product(s) if a copy is submitted to DLCD or if the product is one-of-a-kind document.
5. Grantee will provide all letters, memos, reports, charts, products, and maps produced under this Agreement in a digital media format.

6. Grantee will obtain DLCDC approval of any chosen facilitator, contractor, or consultant before signing an agreement or contract to perform all or a portion of the Project.
7. Grantee will provide a legible copy of the signed agreement between the jurisdiction and the contractor no later than three business days after both parties have signed the agreement.
8. Grantee will complete the following by July 31, 2024:
  - a. Identify the name and e-mail address of those persons who will be completing the project and which of tasks listed under the Project Description for this Agreement they will work on.
  - b. Identify the name and e-mail address of those persons who are members of the PAC or other committee formed to carry out work on this Agreement.
  - c. List the steps that will be taken to complete each Task and any Product(s) delivered in connection with the Task(s).
9. Grantee will, in performing the Project under this Agreement, ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with the following activities: (1) the periodic review work programs and related tasks; (2) the transportation system plans being prepared pursuant to OAR 660-012-0000; (3) any post-acknowledgment plan and land use regulation amendments proposed by the Grantee.
10. Any final product must be proposed under Attachment D, Form 1, "Notice of Proposed Change," at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, -0021, and -0022. The products must be adopted by the governing body and submitted under Attachment E, Form 2, "Notice of Adoption" as set forth in ORS 197.615 and OAR 660-018-0040.
11. Grantee will consult closely with the DLCDC Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.
12. A draft Product may be accepted for approval instead of an adopted Product when requested in writing and received in the DLCDC Salem office at least 60 days prior to Project End Date. The request will be reviewed and approved in writing by DLCDC if substantial progress has been made toward adoption and adoption is scheduled to occur on or before the date that is 120 days after the Project End Date.
13. Any final draft product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) shall be a hearings-ready draft.
14. Any notice issued by Grantee that is eligible for reimbursement under ORS 227.186 – Notice to city property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.
15. Any notice issued by Grantee that is eligible for reimbursement under ORS 215.503 – Notice to county property owners for costs incurred for Measure 56 – is not reimbursable under this Agreement.

16. Grantee will coordinate and provide notice to DLCDC, COIC, County, and any other agencies and organizations listed in the TAC of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Agreement.
17. Grantee will consult with the DLCDC Grant Manager in the development of Products and provide an opportunity for timely review of all draft Products.
18. Grantee will submit written status reports throughout the duration of the project. These reports must indicate which tasks have been completed, which tasks are yet to be completed, and, if tasks are expected to be delayed beyond the identified schedule of completion, a description of the grantee's work plan to complete the tasks in a timely manner. Should grantee need to delay or eliminate tasks, the status report should include a request to amend the grant agreement accordingly. Progress reports must be submitted by July 1, 2024, and December 2, 2024.
19. Payments under this Agreement may be reduced if Product(s) scheduled to be completed are not completed by the timeline provided in the Project Description. DLCDC's payment obligations under this Agreement are conditioned upon DLCDC receiving funding, appropriations, limitations, allotments or other expenditures authority sufficient to allow DLCDC in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement.

### ***GIS Requirements***

20. If a new comprehensive map or zoning map is created or an existing map is revised or updated, the Product(s) must be submitted in an electronic form compatible with Environmental Systems Research Institute's (ESRI) file formats (coverage, shapefile or geodatabase).
21. Geospatial data should be free of topological errors and metadata must comply with the current State of Oregon Metadata Standards accessible at <http://www.oregon.gov/DAS/CIO/GEO/pages/standards/standards.aspx>, "Oregon GIS Data Standards and Best Practices." The projection of the data may be determined by the jurisdiction. All data should have the projection defined with the dataset and must be documented in the metadata.
22. DLCDC may display appropriate Product(s) on its web interface including corporate GIS data generated under this Agreement and any additional data provided that is not specifically restricted into state agency databases, acknowledging that Grantee and agents of Grantee are not responsible for the accuracy of such data. DLCDC may also share the data specifically generated under this Agreement with other agencies and organizations, as this is data that DLCDC owns as Product(s) under Grant Agreement Section 11.
23. If GIS capability is not available to the Grantee, map Product(s) on digital media will be accepted with the written approval of the DLCDC Grant Manager.

## **SCHEDULE, PRODUCTS, AND BUDGET**

### **Pre-Task Submittals**

The contract in Project Requirement 7 and the report in Project Requirement 8 in this Project Description and Budget will be submitted.

**Pre-Task Timeline:** By the dates specified in those requirements.

**Pre-task report budget:** \$0

### **Task 1: Project Kick-Off and Project Management**

Kick off meeting to review and discuss: any needed refinements to the draft Project Schedule; key project stakeholders and how we will engage and coordinate with them throughout the planning process; potential project risks and challenges and strategies for addressing them; timing, roles, and responsibilities associated with community engagement activities to allow us to draft the Public Engagement Plan; types of information or input needed from City staff during each stage of the project; process for ongoing communication, team meeting, file-sharing, and other coordination activities.

Consultant and City shall coordinate with County staff regarding the UGB amendment, and any information needed for lands within the UGB study area, discussion of the process and sequencing for UGB amendment decisions by City and County, and the process for department review of the UGB amendment if required by OAR 660-024-0080.

#### **Task 1 Products:**

1. Project Kickoff Meeting
2. Draft and Revised Project Schedule
3. Draft and Revised Public Engagement Plan
4. Ongoing PMT meetings (biweekly)
5. Ongoing project management activity

**Task 1 timeline:** March 15, 2024 to April 30, 2024

**Task 1 budget:** \$40,000

### **Task 2: Finalize Land Need**

This task will finalize the factual base for the UGB amendment prepared by the City of Sisters since 2021, including the Housing Needs Analysis (Updated 2022), Economic Opportunities Analysis (Updated 2022), and UGB Sufficiency Report (updated 2023) and Efficiency Measures Analysis (2021). These reports will be updated as needed to reflect recent development activity, population and employment projections, updates to the City's policies and development code, and other recent changes. Given the extent and timing of previous efforts, this task can be completed relatively quickly and efficiently. The resulting Draft Land Need Report will be the subject of meetings with the Steering Committee, Planning Commission, and City Council. Provide the Steering Committee with an overview of the UGB amendment evaluation process, as well as the proposed community engagement process during their first meeting.

#### **Task 2 Deliverables:**

1. Draft Land Need Report
2. Steering Committee Meeting 1
3. PC and CC Meetings for Land Need
4. Revised Land Need Report

**Task 2 Timeline:** May 1, 2024 – June 30, 2024

**Task 2 Budget:** \$20,000

**Task 3: Analyze Study Area (Goal 14 Factors)**

This task will establish the UGB study area and evaluate the suitability of land within the study area consistent with the requirements of OAR 660-024-0060. Land in the study area will be analyzed with regard to the Goal 14 factors of (1) Efficient Accommodation of Identified Land Needs; (2) Orderly and Economic Provision of Public Facilities and Services; (3) Comparative Environmental, Social, Economic, and Energy (ESEE) Consequences; and (4) Compatibility of Proposed Urban Uses with Nearby Agricultural and Forest Activities Occurring on Farm and Forest Land Outside the UGB.

A conditions report and subsequent Goal 14 evaluation will be informed by a series of stakeholder interviews and/or written input. The evaluation is expected to contain the following components and use the following data as available:

1. Efficient Accommodation of Land Needs
  - a. Buildable Land Inventory (BLI) for property within the study area (Deschutes County assessor data, aerial photograph review)
  - b. Analysis of Parcel Size/Parcelization
  - c. Suitability assessment of needed land types
  - d. Identification of Restrictive CC&Rs
2. Orderly and Economic Provision of Public Facilities and Services
  - a. City of Sisters Public Works input
  - b. Sisters School District input
  - c. Sisters Parks & Recreation District Input
3. Comparative ESEE Consequences
  - a. Staff Input
  - b. Stakeholder Input
4. Compatibility of Proposed Urban Uses with Nearby Agricultural and Forest Activities
  - a. Inventory of Agricultural and Forest Activities (informed by discussions with US Forest Service, property owners)

**Task 3 Deliverables:**

1. Summary of Stakeholder Interviews (8 meetings assumed)
2. Study Area Conditions and BLI Memorandum
3. Draft Expansion Area Evaluation Report
4. Steering Committee Meeting 2
5. PC and CC Meetings for Expansion Area Evaluation
6. Revised Expansion Area Evaluation Report

**Task 3 Timeline:** June 1, 2024 – August 31, 2024

**Task 3 Budget:** 40,000

**Task 4: Create & Evaluate Alternatives**

This task will create and evaluate alternative UGB locations with respect to the Goal 14 Factors identified in Task 3. Initial concepts for alternatives will be created by the consultant and City staff and further refined by the Steering Committee. After introducing the draft report in Steering Committee Meeting 3 and presenting alternatives to the broader community, a preferred alternative will be proposed and agreed upon in Steering Committee Meeting 4.



**Task 4 Deliverables:**

1. Draft UGB Alternatives Report
2. Steering Committee Meeting 3
3. Community Open House/Online Engagement
4. Steering Committee Meeting 4
5. PC and CC Meetings for Preferred Alternative
6. Revised UGB Alternatives Report with Preferred Alternative

**Task 4 Timeline:** September 1, 2024 – March 31, 2025

**Task 4 Budget:** \$0 from DLCD; funded by City.

**Task 5 Findings and Adoption**

This task will prepare the needed findings and support hearings to adopt the preferred alternative. Findings will need to address all relevant State statutes and administrative rules, as well as City and County procedural and other requirements, relevant Comprehensive Plan policies, and local approval criteria. Consistent with City and County requirements, including the Joint Management (or Urban Growth Management) agreement between the City and County, the adoption process will entail fees for the application to Deschutes County (not included in our cost proposal) and is anticipated to include the public hearings that may be supplemented with additional preparatory work sessions with the Sisters Planning Commission and City Council, if needed.

**Task 5 Deliverables:**

1. Adoption Findings
2. Sisters Planning Commission Public Hearing
3. Sisters City Council Public Hearing
4. Deschutes County Planning Commission Hearing
5. Deschutes County Board of County Commissioners Hearing

**Submit 35-day notice.** Prepare and submit hearings-ready Products online at [https://db.lcd.state.or.us/PAPA\\_Online/Account/Login?ReturnUrl=%2fPAPA\\_Online](https://db.lcd.state.or.us/PAPA_Online/Account/Login?ReturnUrl=%2fPAPA_Online), or via e-mail with Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation, and at least 35 days before first evidentiary hearing. If the notice is submitted online, send an e-mail to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information providing notification of the submittal. If submitting via e-mail, send Product(s) in a digital media format to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment D, Form 1 DLCD Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation.

**Submit Notice of Adoption.** Prepare and submit signed ordinance(s) adopting the Products from online at [https://db.lcd.state.or.us/PAPA\\_Online/Account/Login?ReturnUrl=%2fPAPA\\_Online](https://db.lcd.state.or.us/PAPA_Online/Account/Login?ReturnUrl=%2fPAPA_Online), or via e-mail with Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation, according to the instructions on the form. If the notice is submitted online, send an e-mail to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information providing notification of the submittal. If submitting via e-mail, send the notice on digital media to the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information, and to the Plan Amendment Specialist at the e-mail address specified in Attachment E, Form 2 Notice of Adopted Change to a Comprehensive Plan or Land Use Regulation.

**Task 5 Timeline:** April 1, 2025 – September 30, 2025

**Task 5 Budget:** \$0 from DLCD; funded by City.

**Task 6: Area Plans for New Urban Lands**

Once identified as future urban land, area planning for new neighborhoods will help refine land use designations, transportation impacts, open space considerations, and other urban design characteristics of land newly added to the City’s UGB. The extent of this task is subject to budget availability.

**Task 6 Deliverables:**

1. List and Map of Expansion Planning Areas
2. Planning Area Process, Goals, Objectives, and Policies
3. Schedule of Activities for Area Planning
4. Initial Property Owner and Stakeholder Coordination
5. Initiation of First Area Planning Process (If Time and Resources Allow)

**Task 6 Timeline:** September 2025 through 2026

**Task 6 Budget:** \$0 from DLCD; funded by City.

**FP – Final Payment**

Reimbursement of **up to \$100,000** upon submittal of Product(s) listed in Tasks 1, 2, and 3. Submit the Product(s) and a signed Attachment C, Final Closeout Form acceptable to DLCD on digital media to the Grant Manager and the Grants Administrative Specialist listed in Attachment B, DLCD Contact Information **no later than May 31, 2025.**

**Budget Summary**

Task 1 – Project Kick Off and Project Management	\$40,000
Task 2 – Finalize Land Need	\$20,000
Task 3 – Analyze Study Area	\$40,000
Task 4 – Alternatives Evaluation and Preferred Alternative	\$0
Task 5 – Findings and Adoption	\$0
Task 6 – Area Plans for New Urban Land	\$0
<b>TOTAL</b>	<b>\$100,000</b>

**DLCD TA Grant Agreement  
Contact Information**

For questions regarding your grant, please contact:

**Grant Manager:**

Angie Brewer  
Central Oregon Regional Solutions Center  
63055 N. Highway 97, Building M  
Bend, Oregon 97703

Mobile: 541-306-8530

E-mail: [angie.brewer@dlcd.oregon.gov](mailto:angie.brewer@dlcd.oregon.gov)

**Housing Team Support Staff:**

Karen Guillen-Chapman  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, OR 97301

Office: 971-718-1586

Email: [karen.guillen-chapman@dlcd.oregon.gov](mailto:karen.guillen-chapman@dlcd.oregon.gov)

OR

**Housing Services Division Manager:**

Ethan Stuckmayer  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, Oregon 97301-2540

Office: 503-302-0937

E-mail: [ethan.stuckmayer@dlcd.oregon.gov](mailto:ethan.stuckmayer@dlcd.oregon.gov)

Payment requests should be sent to:

**Grants Administrative Specialist**

Angela Williamson  
DLCD Salem Office  
635 Capitol Street N.E., Suite 150  
Salem, Oregon 97301-2540

Office: 971-239-2901

E-mail: [DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov)

**Department of Land Conservation and Development (DLCD)  
2023-2025 Request for Interim Reimbursement / Final Closeout**

Grantee Name <b>City of Sisters</b>		Grant No. assigned by DLCD <b>HA-25-013</b>		Final Payment Yes No	
Grant Agreement Start Date From: Execution		Grant Agreement Close Date To: <b>May 31, 2025</b>		Period covered by this Payment From:	
<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>		<i>DLCD Grant Expenditures</i>	
<b>Transactions</b>		<b>Previously Reported</b>		<b>This Payment</b>	
				<b>Cumulative</b>	
1. Salaries and Benefits					
2. Supplies and services					
3. Contracts (see instructions)					
4. Other (provide list & explain)					
5. <b>Total (add lines 1-4)</b>					
<i>Local Contributions (if applicable)</i>					
6. Salaries and Benefits					
7. Supplies and services					
8. Contracts					
9. Other					
10. <b>Total (add lines 6-9)</b>					
11. <b>Payment requested (from line 5)</b>		<b>DO NOT WRITE IN THIS SPACE</b>		<b>DO NOT WRITE IN THIS SPACE</b>	
12. <b>Certification: I certify to the best of my knowledge and belief that this report is correct and complete and that all expenditures are for the purposes set forth in the award document. I further certify that all records are available upon request, and the financial records will be retained for six years after the final payment.</b>					
13. Typed or Printed Name and Title			14. Address where payment is to be sent		
15. Signature of Authorized Certifying Official			16. Date Payment Submitted		

**Do Not Write Below This Line**

**FOR DLCD USE ONLY**

**Do Not Write Below This Line**

<b><u>DLCD CERTIFICATION</u></b>			
<b>I certify</b> as a representative of the Department of Land Conservation and Development (DLCD), that the Grantee:			
_____ Has met the terms and conditions of the grant and that payment in the amount of \$ _____ should be issued			
_____ Has not met the terms and conditions of the grant for the reasons stated on the attached sheet, and payment in the amount of \$ _____ should be issued.			
Signature of DLCD Grant Manager		Date	
Signature of DLCD Program Manager		Date	
<b>BATCH #</b>	<b>DATE</b>	<b>VOUCHER#</b>	<b>DATE</b>
<b>PCA#</b>	<b>OBJECT #</b>	<b>VENDOR #</b>	<b>AMOUNT</b>

**Department of Land Conservation and Development  
2023-2025 Planning Technical Assistance Grant Agreement  
Interim Reimbursement and Closeout Form Instructions**

General and line-by-line instructions for completing the Request for Interim Reimbursement/Final Closeout form are provided herein.

***General Instructions and Reminders***

- This form may be completed by hand or typed on paper or completed in Microsoft Word. If you need a Word file, please contact the Grants Administrative Specialist at [DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov). In any case, submit the form with the grant Product(s) electronically, as called for in the Agreement.
- This form is used for all reimbursement requests – interim or final.
- It is important that you retain documentation of expenditures as provided in paragraph 16 of the Agreement, which provides that records be maintained for at least six years after the final payment has been received by the grantee.
- Interim and final reimbursement requests must not include work performed prior to the Effective Date of this Agreement (generally the date the Agreement is signed by DLCD) and not after the Closing Date of this Agreement.

***Completing the Form***

Please show *total actual expenditures only* of DLCD grant award and local contributions.

First row: DLCD will complete the Grantee Name and Grant Number. In the Final Payment box, highlight or circle “No” for interim payments and “Yes” for final closeouts.

Second row: DLCD will complete Agreement start and close dates. Complete the “Period covered by this payment” The form includes separate boxes for “from” and “to.” Please complete both. These dates must accurately depict the dates the work for the reimbursable expenditure was incurred. If there are any applicable limits on these dates, they will be provided in the payment descriptions in the “Schedule, Products, and Budget” section of the Agreement.

The next section of the form includes columns for itemizing each expense category:

- **“DLCD Grant Expenditures, Previous Reported”** column -- should be blank if the submission is Payment 1. If the request is for a second or later interim payment or final closeout, enter the sum of previous payments in this “Previously Reported” column.
- **“DLCD Grant Expenditures, This Payment”** column – captures and identifies expenditures for the products that are currently being submitted for review and payment.
- **“DLCD Grant Expenditures, Cumulative”** column – simply the total of the two previous columns.
- **“DLCD Grant Expenditures, Transactions”** – Complete items 1–4 as applicable and item 5, total in the “Previously Reported” column if applicable and in the “This Payment” column. Complete previous and current local contributions in items 6–9 and the total on line 10 if applicable. Local contribution does not include expenses reimbursed by the grant. It is included to provide DLCD with accurate information regarding the cost of projects and/or products completed in compliance with this grant. This category includes both in-kind and cash contributions.
  - **1. Salary and Benefits** includes the grantee’s staff time, including Other Personnel Expenses. Receipts are not required with this report submission.

- **2. Supplies and Services** include allowable grantee supplies used for completion of grant products. Receipts are not required with this report submission.
  - **3. Contracts** include consultants, attorneys, and any company or individual hired by the grantee to conduct grant work. This category does not include employees of the grantee, but rather an individual or entity that invoices the grantee for services rendered. Information required for the closeout report includes name, address, phone number, and e-mail address of the payee. If there are multiple entities, please provide the amount of grant funds allocated for the reimbursement of each.
  - **4. Other** - Provide a brief explanation and cost breakdown for amounts listed as “Other.” Receipts are not required. Note: Grantee travel expenses are not eligible for reimbursement.
  - **5. Totals** – Sum the categories of grant expenditures in the Previously Reported, This Payment, and Cumulative columns. The Total payments at closeout cannot exceed the maximum amount in paragraph 3 of the Agreement.
- Re-enter the payment request from line 5 “DLCD Grant Expenditures This Payment” on line 11.

Certification: Be sure to read and understand the information in item 12 prior to signing the form.

- A legible name and title is required in cell 13.
- A mailing address, including city and zip code, where payment should be sent must be provided in cell 14.
- The signature under “Signature of Authorized Certifying Official” must be of the person taking responsibility for the accuracy of the information contained in the form.

Before a payment can be issued, *all grant products, required documentation, and the signed reimbursement request form* must be received, accepted, and reviewed by the grant manager and grant program manager, subject to the requirements contained in the Agreement.

Please follow the payment schedule as identified in the Grant Agreement when submitting a request for payment or closeout.

A **signed cover letter**, completed and signed **reimbursement request form**, and completed **Products** can be submitted in one of the following ways: (1) the preferred method – an e-mail with PDF files sent to the Grants Administrative Specialist at [DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov), or (2) via the DLCD FTP site (contact the Grants Administrative Specialist for instructions at 971-239-2901) or (3) a CD or DVD mailed to the address for the Grants Administrative Specialist in Attachment B of the Agreement. If none of these options are possible, mail the relevant documents to:

Grants Administrative Specialist  
 Department of Land Conservation and Development  
 635 Capitol St. NE Suite 150  
 Salem, OR 97301



NOTICE OF A PROPOSED CHANGE TO A COMPREHENSIVE PLAN OR LAND USE REGULATION

FORM 1

Attachment D

FOR DLCD USE

File No.:

Received:

Local governments are required to send notice of a proposed change to a comprehensive plan or land use regulation at least 35 days before the first evidentiary hearing.

Jurisdiction:

Grant No.:

Local file no.:

Please check the type of change that best describes the proposal:

- Urban growth boundary (UGB) amendment including more than 50 acres, by a city with a population greater than 2,500 within the UGB
UGB amendment over 100 acres by a metropolitan service district
Urban reserve designation, or amendment including over 50 acres, by a city with a population greater than 2,500 within the UGB
Periodic review task - Task no.:
Any other change to a comp plan or land use regulation (e.g., a post-acknowledgement plan amendment)

Local contact person (name and title):

Phone: E-mail:

Street address: City: Zip:

Briefly summarize the proposal in plain language. Please identify all chapters of the plan or code proposed for amendment (maximum 500 characters):

Date of first evidentiary hearing:

Date of final hearing:

This is a revision to a previously submitted notice. Date of previous submittal:

Check all that apply:

- Comprehensive Plan text amendment(s)
Comprehensive Plan map amendment(s) - Change from to
Change from to
New or amended land use regulation
Zoning map amendment(s) - Change from to
Change from to
An exception to a statewide planning goal is proposed - goal(s) subject to exception:
Acres affected by map amendment:

Location of property, if applicable (site address and T, R, Sec., TL):

List affected state or federal agencies, local governments, and special districts:

# NOTICE OF A PROPOSED CHANGE – SUBMITTAL INSTRUCTIONS

---

1. Except under certain circumstances,<sup>1</sup> proposed amendments must be submitted to DLCD’s Salem office at least 35 days before the first evidentiary hearing on the proposal. The 35 days begins the day of the postmark if mailed, or, if submitted by means other than US Postal Service, on the day DLCD receives the proposal in its Salem office. **DLCD will not confirm receipt of a Notice of a Proposed Change unless requested.**

2. A Notice of a Proposed Change must be submitted by a local government (city, county, or metropolitan service district). DLCD will not accept a Notice of a Proposed Change submitted by an individual or private firm or organization.

3. **Hard-copy submittal:** When submitting a Notice of a Proposed Change on paper, via the US Postal Service or hand-delivery, print a completed copy of this Form 1 on light green paper if available. Submit **one copy** of the proposed change, including this form and other required materials to:

Attention: Plan Amendment Specialist  
Dept. of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, OR 97301-2540

This form is available here:

<https://www.oregon.gov/lcd/CPU/Pages/Plan-Amendments.aspx>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to [plan.amendment@dlcd.oregon.gov](mailto:plan.amendment@dlcd.oregon.gov) with the subject line “Notice of Proposed Amendment.”

Submittals may also be uploaded to DLCD’s FTP site at <http://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.aspx>.

E-mails with attachments that exceed 20MB will not be received, and therefore FTP must be used for these electronic submittals. **The FTP site must be used for all .zip files** regardless of size. The maximum file size for uploading via FTP is 150MB.

Include this Form 1 as the first pages of a combined file or as a separate file.

5. **File format:** When submitting a Notice of a Proposed Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0000 or [plan.amendments@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov).

6. **Text:** Submittal of a Notice of a Proposed Change for a comprehensive plan or land use regulation text amendment must include the text of the amendment and any other information necessary to advise DLCD of the effect of the proposal. “Text” means the specific language proposed to be amended, added to, or deleted from the currently acknowledged plan or land use regulation. A general description of the proposal is not adequate. The notice may be deemed incomplete without this documentation.

7. **Staff report:** Attach any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained.

8. **Local hearing notice:** Attach the notice or a draft of the notice required under ORS 197.763 regarding a quasi-judicial land use hearing, if applicable.

9. **Maps:** Submittal of a proposed map amendment must include a map of the affected area showing existing and proposed plan and zone designations. A paper map must be legible if printed on 8½” x 11” paper. Include text regarding background, justification for the change, and the application if there was one accepted by the local government. A map by itself is not a complete notice.

10. **Goal exceptions:** Submittal of proposed amendments that involve a goal exception must include the proposed language of the exception.

---

<sup>1</sup> 660-018-0022 provides:

(1) When a local government determines that no goals, commission rules, or land use statutes apply to a particular proposed change, the notice of a proposed change is not required [a notice of adoption is still required, however]; and

(2) If a local government determines that emergency circumstances beyond the control of the local government require expedited review such that the local government cannot submit the proposed change consistent with the 35-day deadline, the local government may submit the proposed change to the department as soon as practicable. The submittal must include a description of the emergency circumstances.



**If you have any questions** or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0000 or e-mail [plan.amendments@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov).

**Notice checklist. Include all that apply:**

- Completed Form 1
- The text of the amendment (e.g., plan or code text changes, exception findings, justification for change)
- Any staff report on the proposed change or information that describes when the staff report will be available and how a copy may be obtained
- A map of the affected area showing existing and proposed plan and zone designations
- A copy of the notice or a draft of the notice regarding a quasi-judicial land use hearing, if applicable
- Any other information necessary to advise DLCD of the effect of the proposal

DLCD FORM 2



# NOTICE OF ADOPTED CHANGE TO A COMPREHENSIVE PLAN OR LAND USE REGULATION

**FOR DLCD USE**

File No.:

Received:

Local governments are required to send notice of an adopted change to a comprehensive plan or land use regulation **no more than 20 days after the adoption.** (See [OAR 660-018-0040](#)). The rules require that the notice include a completed copy of this form. **This notice form is not for submittal of a completed periodic review task or a plan amendment reviewed in the manner of periodic review.** Use [Form 4](#) for an adopted urban growth boundary including over 50 acres by a city with a population greater than 2,500 within the UGB or an urban growth boundary amendment over 100 acres adopted by a metropolitan service district. Use [Form 5](#) for an adopted urban reserve designation, or amendment to add over 50 acres, by a city with a population greater than 2,500 within the UGB. Use [Form 6](#) with submittal of an adopted periodic review task.

Jurisdiction:

Grant No.

Local file no.:

Date of adoption:

Date sent:

Was Notice of a Proposed Change (Form 1) submitted to DLCD?

Yes: Date (use the date of last revision if a revised Form 1 was submitted):

No

Is the adopted change different from what was described in the Notice of Proposed Change?  Yes  No

If yes, describe how the adoption differs from the proposal:

Local contact (name and title):

Phone: E-mail:

Street address: City: Zip:

## PLEASE COMPLETE ALL OF THE FOLLOWING SECTIONS THAT APPLY

### **For a change to comprehensive plan text:**

Identify the sections of the plan that were added or amended and which statewide planning goals those sections implement, if any:

### **For a change to a comprehensive plan map:**

Identify the former and new map designations and the area affected:

Change from \_\_\_\_\_ to \_\_\_\_\_ . \_\_\_\_\_ acres.  A goal exception was required for this change.

Change from \_\_\_\_\_ to \_\_\_\_\_ . \_\_\_\_\_ acres.  A goal exception was required for this change.

Change from \_\_\_\_\_ to \_\_\_\_\_ . \_\_\_\_\_ acres.  A goal exception was required for this change.

Change from \_\_\_\_\_ to \_\_\_\_\_ . \_\_\_\_\_ acres.  A goal exception was required for this change.

Location of affected property (T, R, Sec., TL and address): \_\_\_\_\_ .

The subject property is entirely within an urban growth boundary

The subject property is partially within an urban growth boundary

**If the comprehensive plan map change is a UGB amendment** including less than 50 acres and/or by a city with a population less than 2,500 in the urban area, indicate the number of acres of the former rural plan designation, by type, included in the boundary.

Exclusive Farm Use – Acres:	Non-resource – Acres:
Forest – Acres:	Marginal Lands – Acres:
Rural Residential – Acres:	Natural Resource/Coastal/Open Space – Acres:
Rural Commercial or Industrial – Acres:	Other: – Acres:

**If the comprehensive plan map change is an urban reserve** amendment including less than 50 acres, or establishment or amendment of an urban reserve by a city with a population less than 2,500 in the urban area, indicate the number of acres, by plan designation, included in the boundary.

Exclusive Farm Use – Acres:	Non-resource – Acres:
Forest – Acres:	Marginal Lands – Acres:
Rural Residential – Acres:	Natural Resource/Coastal/Open Space – Acres:
Rural Commercial or Industrial – Acres:	Other: – Acres:

**For a change to the text of an ordinance or code:**

Identify the sections of the ordinance or code that were added or amended by title and number:

**For a change to a zoning map:**

Identify the former and new base zone designations and the area affected:

Change from	to	. Acres:
Change from	to	. Acres:
Change from	to	. Acres:
Change from	to	. Acres:

Identify additions to or removal from an overlay zone designation and the area affected:

Overlay zone designation: . Acres added: . Acres removed:

Location of affected property (T, R, Sec., TL and address):

---

---

List affected state or federal agencies, local governments and special districts:

Identify supplemental information that is included because it may be useful to inform DLCD or members of the public of the effect of the actual change that has been submitted with this Notice of Adopted Change, if any. If the submittal, including supplementary materials, exceeds 100 pages, include a summary of the amendment briefly describing its purpose and requirements.

# NOTICE OF ADOPTED CHANGE – SUBMITTAL INSTRUCTIONS

---

1. A Notice of Adopted Change must be received by DLCD no later than 20 days after the ordinance(s) implementing the change has been signed by the public official designated by the jurisdiction to sign the approved ordinance(s) as provided in [ORS 197.615](#) and [OAR 660-018-0040](#).

2. A Notice of Adopted Change must be submitted by a local government (city, county, or metropolitan service district). DLCD will not accept a Notice of Adopted Change submitted by an individual or private firm or organization.

3. **Hard-copy submittal:** When submitting a Notice of Adopted Change on paper, via the US Postal Service or hand-delivery, print a completed copy of this Form 2 on light green paper if available. Submit **one copy** of the proposed change, including this form and other required materials to:

Attention: Plan Amendment Specialist  
Dept. of Land Conservation and Development  
635 Capitol Street NE, Suite 150  
Salem, OR 97301-2540

This form is available here:

<https://www.oregon.gov/lcd/CPU/Pages/Plan-Amendments.aspx>

4. **Electronic submittals** of up to 20MB may be sent via e-mail. Address e-mails to [plan.amendments@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov) with the subject line “Notice of Adopted Amendment.”

Submittals may also be uploaded to DLCD’s FTP site at

<https://www.oregon.gov/LCD/CPU/Pages/PAPA-Submittals.aspx>.

E-mails with attachments that exceed 20MB will not be received, and therefore FTP must be used for these electronic submittals. **The FTP site must be used for all .zip files** regardless of size. The maximum file size for uploading via FTP is 150MB.

Include this Form 2 as the first pages of a combined file or as a separate file.

5. **File format:** When submitting a Notice of Adopted Change via e-mail or FTP, or on a digital disc, attach all materials in one of the following formats: Adobe .pdf (preferred); Microsoft Office (for example, Word .doc or docx or Excel .xls or.xlsx); or ESRI .mxd, .gdb, or .mpk. For other file formats, please contact the plan amendment specialist at 503-934-0000 or [plan.amendments@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov).

6. **Content:** An administrative rule lists required content of a submittal of an adopted change ([OAR 660-018-0040\(3\)](#)). By completing this form and including the materials listed in the checklist below, the notice will include the required contents.

Where the amendments or new land use regulations, including supplementary materials, exceed 100 pages, include a summary of the amendment briefly describing its purpose and requirements.

7. Remember to notify persons who participated in the local proceedings and requested notice of the final decision. ([ORS 197.615](#))

---

**If you have any questions** or would like assistance, please contact your DLCD regional representative or the DLCD Salem office at 503-934-0000 or e-mail [plan.amendments@dlcd.oregon.gov](mailto:plan.amendments@dlcd.oregon.gov).

**Notice checklist. Include all that apply:**

- Completed Form 2
- A copy of the final decision (including the signed ordinance(s)). This must include city *and* county decisions for UGB and urban reserve adoptions
- The findings and the text of the change to the comprehensive plan or land use regulation
  - If a comprehensive plan map or zoning map is created or altered by the proposed change:
    - A map showing the area changed and applicable designations, and
    - Electronic files containing geospatial data showing the area changed, as specified in [OAR 660-018-0040\(5\)](#), if applicable;
    - Any supplemental information that may be useful to inform DLCD or members of the public of the effect of the actual change.



**Meeting Date:** April 10, 2024  
**Type:** Regular Meeting  
**Subject:** Surface Water Rights In-Stream Lease

**Staff:** P. Bertagna  
**Dept:** Public Works

---

**Action Requested:** Authorize through the Consent Agenda for the City Manager to sign the In-Stream Lease Renewal Application

---

**Summary Points:**

- The City holds 155.50 acres of senior surface water rights on the Lazy Z property. 51.60 acres of these rights are used for surface water irrigation associated with the ranch operations and the remaining 103.90 acres are either getting irrigated with effluent or are not needing irrigation for the current operations. All of the 103.90 acres are eligible to be leased back in-stream.
- These (4) certificated water rights are of value to the city and potentially could be used for mitigation credits to pump more groundwater under an existing or new groundwater permit. The city needs to keep these rights protected and we can do that by leasing the rights that we are not using back in-stream, which shows a beneficial use to the Oregon Water Resources Department.
- Leasing these water rights back in-stream also provides a benefit to Whychus Creek by increasing stream flows throughout the irrigation season. These water rights are some of the most senior rights in the district, therefore we receive 100% allocation until there are insufficient flows to deliver the water.
- The City will also receive a small mitigation payment of \$10/per acre as part of the Deschutes River Conservancy and Three Sisters Irrigation District's instream leasing program. There is a requirement of the program to keep the non-irrigated fields free of noxious weeds which is alleviated by the effluent being irrigated and the current ranch operations.
- The process is straight forward. An application for renewal and fee is required. The DRC will cover the fee. Once submitted a 30-day notice period commences (the notice is in OWRD's weekly notice). Once the notice period is over OWRD will issue a final order.
- The water right is still "attached" to the City of Sisters – it is just "temporarily" placed instream.

**Financial Impact:** GSI had approximately 1-2 hours of staff time to review the application materials on our behalf.

---

**Attachments:**

- Lease Application & Map
- TSID Mitigation Page
- TSID Farm Deferral Exhibit

# Instream Lease Renewal Application (Standard or District)



Oregon Water Resources Department  
 725 Summer Street NE, Suite A  
 Salem, Oregon 97301-1266  
 (503) 986-0900  
 www.oregon.gov/OWRD

Complete the questions below and include any required attachments  
 Fill in or check boxes as indicated. (N/A= Not Applicable)

Instream Lease **IL-- 1974/MP306**  
 Renewal Fee included

The undersigned hereby request Instream Lease Number **IL-1974&MP-306** be renewed.

Fees:  \$150.00 for an instream lease renewal application  
 Check enclosed or  Fee Charged to customer account Deschutes River Conserv. (Account name)

**Term of the Lease:**

The lease is requested to begin in month June year 2024 and end month September year 2024

**Validity of the Right(s)**

(check the appropriate box):

- The water right(s) to be leased have been used under the terms and conditions of the right(s) during the last five years or have been leased instream.
- If the water right(s) have not been used for the last five years, right(s). Documentation describing why the water right(s) is not subject to forfeiture is provided. ORS 540.610(2).

**Termination provision (for multiyear leases):**

The parties to the lease request:

- a. The option of terminating the lease prior to expiration of the full term with written notice to the Department by the Lessor(s) and/or Lessee.
- b. The option of terminating the lease prior to expiration of the full term, with consent by all parties to the lease.
- c. The parties would not like to include a Termination Provision.

(See instructions for limitations to this provision)

Yes  No Conservation Reserve Enhancement Program **CREP** – Are some or all of the lands to be leased part of CREP or another Federal program (list here: \_\_\_\_\_)?

**The undersigned declare:**

1. The Lessor(s) agree during the term of this lease, to suspend use of water allowed under the subject water right(s) and under any appurtenant primary or supplemental water right(s) not involved in the lease application; and
2. The Lessor(s) certify that I/we are the holders of the water right(s) involved in this Instream Lease. If not the deeded land owner, I/we have provided documentation demonstrating authorization to pursue the lease application and/or consent from the deeded landowner; and
3. All parties affirm that information provided in this lease application is true and accurate. Circumstances have not changed and all matters involved with or affected by the original instream lease remain as they were when the lease was previously approved. We also acknowledge that the terms and conditions of the original lease, referenced herein, are incorporated by reference in their entirety.

\_\_\_\_\_  
 Signature of Lessor Date: \_\_\_\_\_

Printed name (and title): Jordan Wheeler, City Manager Business name, if applicable: City of Sisters  
 Mailing Address (with state and zip): P.O. Box 39, Sisters, OR 97759  
 Phone number (include area code): 541-549-6022 \*\*E-mail address: pbertagna@ci.sisters.or.us

See next page for additional signatures.



Signature of Co-Lessor

Date: 4/2/2024

Printed name (and title): Marc Thalacker, District Manager

District/organization name: Three Sisters Irrigation District

Mailing Address (with state and zip): P.O. Box 2230, Sisters, OR 97759

Phone number (include area code): 541-549-8815 \*\*E-mail address: manager@tsidweb.org



Signature of Lessee

Date: 04/02/2024

Printed name (and title): Genevieve Hubert, Senior Program Manager

Business/organization name: Deschutes River Conservancy

Mailing Address (with state and zip): 700 NW Hill St., Ste 1, Bend, OR 97703





Phone number (include area code): 541-382-4077 \*\*E-mail address: gen@deschutesriver.org

**\*\* BY PROVIDING AN E-MAIL ADDRESS, CONSENT IS GIVEN TO RECEIVE ALL CORRESPONDENCE FROM THE DEPARTMENT ELECTRONICALLY. COPIES OF THE FINAL ORDER DOCUMENTS WILL ALSO BE MAILED TO THE LESSOR.**



**City of Sisters**  
**Instream Lease Map**  
 Deschutes County  
 T. 15 South, R. 10 East (W.M.)  
 Sections 10, 15  
 Certificate 93680, 93681, 93683

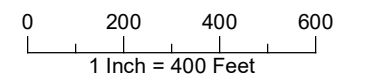
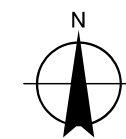
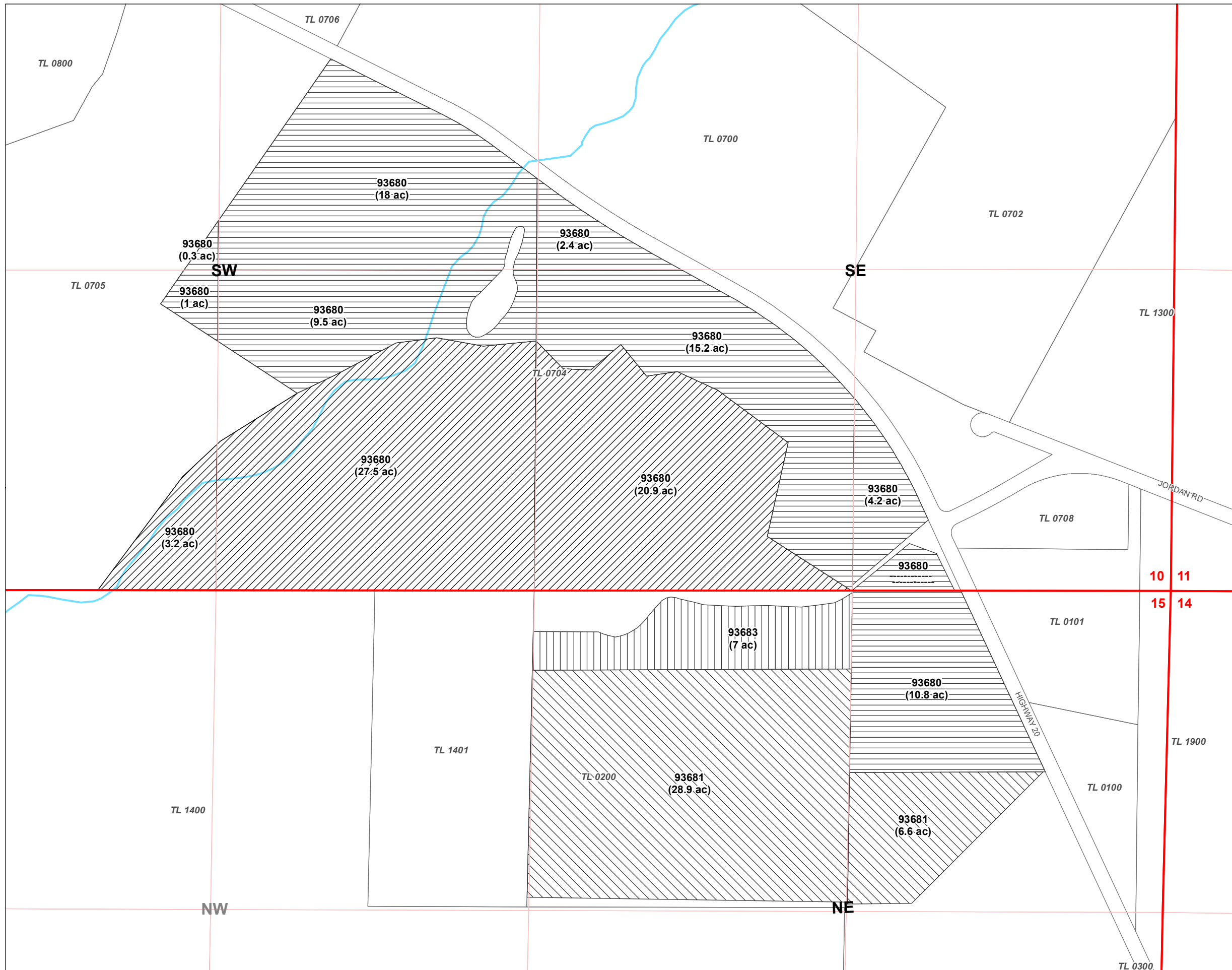
**LEGEND**

**Place of Use (POU)**

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

**All Other Features**

-  Tax Lot
-  Ditch/Pipeline



Date: April 4, 2023  
 Data Sources: Deschutes Co GIS, Deschutes River Conservancy, Maxar Aug 2019







DESCHUTES RIVER  
CONSERVANCY

**Deschutes River Conservancy  
Annual Water Leasing Program 2024  
Special Pricing - 2024  
Three Sisters Irrigation District**

Participating landowners represent and warrant that they own the land to which the water rights are appurtenant, that they have the authority to lease the water rights, that the water rights are free and clear of liens, claims or encumbrances that restrict landowner's ability to enter into the lease and that, to the best of their knowledge, the water rights have been beneficially used over the past five years and are valid and eligible to be leased.

Landowner agrees to lease their water rights to the DRC Groundwater Mitigation Bank – a project of the Deschutes River Conservancy – for use as a groundwater mitigation lease under OAR Chapter 690; Division 515 for the 2024 irrigation season in consideration of a payment of \$10.00 per acre foot for water protected and measured instream. If between 450 and 499 total acres are committed to lease instream by April 1st (or with management agreement) from Three Sisters Irrigation District, the payment increases to \$15.00 per acre foot and if 500 or more acres are committed to lease instream, the payment increases to \$20.00 per acre foot for water protected and measured instream from District leases during the 2024 irrigation season.

Payment will be made by the DRC to the District upon approval of the lease by the Water Resources Department and after the instream term expires. The District shall thereupon promptly credit the landowner's account.

\_\_\_\_\_  
*Landowner/Lessor Signature*

Date: \_\_\_\_\_

# EXHIBIT C

## Deschutes River Conservancy Instream Leasing Program

### Policy Concerning Weeds & Instream Leases Information on Farm Deferral & Lease Payment

The Deschutes River Conservancy is dedicated to restoring stream flow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals.

#### **Weed Policy**

The DRC expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation.

*Information and Resources Attached*

#### **Exclusive Farm Use Special Deferral Notice**

Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use. Effective starting July 1, 2024 land may not be disqualified from special assessment if the owner has an active instream lease for water rights appurtenant to those farmlands – and the lands are being used according to accepted farming practices (HB-2971, ORS 308A.743(1.c.)&(2.b.)). Manage your noxious weeds that may impact neighboring farmlands, keep an updated farm plan and a record of your instream leasing. Check with your county assessor office if you have additional questions about your special deferral status.

*Information and Resources Attached*

**Donated Leases:** Leases with public entities and leases with verified weed complaints are not paid a per acre or per acre-foot rate by the DRC. Public entities can be paid for water leased as mitigation. Leases eligible for payment are paid for the amount actually measurable instream, not to exceed the amount final ordered by the State.

Three Sisters Irrigation District leases are paid for water measured instream. Size of lease payment may vary from year-to-year depending on reliability of the water in a given year, funder and total number acres leased from TSID patrons.

I, \_\_\_\_\_ understand the DRC weed policy and have  
*Print Name*

been informed about farm deferral and donations.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This form must be signed and returned with state lease form.**



DESCHUTES RIVER  
CONSERVANCY

## Noxious Weed Policy and Resource Sheet

### Deschutes River Conservancy Leasing

The Deschutes River Conservancy expects participants in the Leasing Program will continue to exercise agricultural best management practices on lands enrolled in the Program, particularly with respect to the control of noxious and/or nuisance weeds. Failure to control weeds on leased acres may result in exclusion from Program compensation. Resources for addressing weeds and for doing native plant restoration are available in Crook, Deschutes, and Jefferson Counties.

**Failure to control weeds on leased acres may result in non-payment from the leasing program.**

### More Weed Information:

In general, noxious weeds are non-native plants that can cause declines in land values, ecosystem health and the physical well-being of people and/or animals. Oregon state law (ORS 569.350 - 495 “Necessity of eradication of weeds” and ORS 569.990 “Penalties”) states that although noxious weeds are difficult to eradicate individual landowners as well as the city, county, and state should address these issues on their lands. Each county has its own weed ordinance. A maximum fine for a Class A violation of a county ordinance can be assessed up to the maximum amount of \$2,000 for an individual.

The Deschutes River Conservancy is dedicated to restoring streamflow and improving water quality in the Deschutes Basin; land stewardship is a component of these goals. We want all our AWLP participants to be aware of the potential for noxious weeds on lands where there is little or no vegetative cover or lands where land-use practices have changed; this may include water leased acreage. We are committed to working in partnership with several organizations/individuals to address noxious weed concerns.

Options for addressing noxious weeds are numerous and work best if focused in a proactive (before the weeds appear) manner, however reactive treatments are available. Seeding of native and/or drought tolerant plants offers a vegetative cover that will decrease the available soil space for weeds to establish. If weeds already exist some treatment to reduce their vigor (i.e. mowing, digging up, spraying) should be employed prior to seeding.

Resources for addressing weeds are available from many local agencies. Local programs can offer expertise, weed control and native re-vegetation resources and even grant and cost-share assistance. If weeds are becoming a problem or already are an issue on your property – be a good neighbor and get some help.



## Resources for addressing weeds and restoration are available from the following:

### General:

- Helena Chemical – **seeds & spraying**: Rick Leeper 546.5222, [LeeperR@helenachemical.com](mailto:LeeperR@helenachemical.com),
- Deschutes Basin Native Plant Seedbank – **seeds & extensive knowledge**: Berta Youtie 447.8166, [byoutie@crestviewcable.com](mailto:byoutie@crestviewcable.com)
- OSU Extension Service County Offices – **knowledge & resources**: <http://extension.oregonstate.edu/locations.php>
- Oregon Department of Agriculture and Soil and Water Conservation Districts (SWCD's)
- **State weed policy, resources, grants**: <http://oregon.gov/ODA/PLANT/WEEDS/faqs.shtml>
- **State Weed Laws**: [http://oregon.gov/ODA/PLANT/WEEDS/oswb\\_index.shtml#Oregon\\_state\\_weed\\_laws](http://oregon.gov/ODA/PLANT/WEEDS/oswb_index.shtml#Oregon_state_weed_laws)

### Deschutes County:

- Deschutes County Soil & Water Conservation District (DSWCD) - **knowledge & resources**: 923.4358 ext. 3190, [Deschuteswcd1@outlook.com](mailto:Deschuteswcd1@outlook.com) or [www.deschuteswcd.org](http://www.deschuteswcd.org)
- Deschutes County Weed Assistance – **cost-share programs**: 388.6581, [Forester@deschutescounty.gov](mailto:Forester@deschutescounty.gov), [www.deschutes.org/road/page/noxious-weed-program](http://www.deschutes.org/road/page/noxious-weed-program)
- OSU Extension Service Deschutes Co. – **knowledge & resources**: Amy Jo Detweiler, 548.6088 ext 7951, [amyjo.detweiler@oregonstate.edu](mailto:amyjo.detweiler@oregonstate.edu)

### Jefferson County:

- Jefferson County SWCD – **knowledge and resources**: 541.699.3170, [www.jeffswcd.org/](http://www.jeffswcd.org/)
- Jefferson County Weed Department – **knowledge & resources**: 541.475.4459, [jcweed@hotmail.com](mailto:jcweed@hotmail.com) and <https://www.jeffco.net/publicworks/page/weed-control-and-abatement>
- OSU Extension Service Jefferson Co. – **knowledge & resources**: 475.7107

### Crook County:

- Crook County SWCD – **knowledge & resources**: 447.3548, [andy.gallagher@oregonstate.edu](mailto:andy.gallagher@oregonstate.edu) <https://www.crookswcd.com/>
- Crook County Weed Department – **knowledge & resources**: Thomas Laird, 447.7958, [Thomas.Laird@crookcountyor.gov](mailto:Thomas.Laird@crookcountyor.gov) / <https://co.crook.or.us/weed-control>
- Crooked River Weed Management Area (CRWMA) / 447.9971 / <https://co.crook.or.us/crwma>
- OSU Extension Service Crook Co. – **knowledge & resources**: 447.6228

Please contact James O'Brien @ DRC with any questions or concerns: 541.382.4077 ext.115 [www.deschutesriver.org](http://www.deschutesriver.org) or [james@deschutesriver.org](mailto:james@deschutesriver.org)





DESCHUTES RIVER  
CONSERVANCY

## Farm Deferral Resource Sheet

### Farm Use Special Assessments

Lands with farm use special tax assessment status require certain action on the part of the landowner to maintain this deferral status. Depending on the type of special assessment, not maintaining certain minimal management practices could warrant a farm deferral penalty and potential loss of deferral status.

### Instream Leasing

Instream leasing is a beneficial use that protects your water right from forfeiture and allows for compensation for this instream use. Effective July 1, 2024 land may not be disqualified from special assessment if the owner has an active instream lease for water rights appurtenant to those farmlands – and the lands are being used according to accepted farming practices (HB-2971, ORS 308A.743(1.c.)&(2.b.)). Manage your noxious weeds that may impact neighboring farmlands, keep an updated farm plan and a record of your instream leasing. Check with your county assessor office if you have additional questions about your special deferral status.

### Resources:

Your tax zoning status can be found on your County property tax statement or by contacting your county assessor.

County Assessors:

- Deschutes County Assessor: 541.388.6508, [assessor@deschutes.org](mailto:assessor@deschutes.org) <https://www.deschutes.org/assessor>
- Crook County Assessor: 541.447.4133, [ccassessor@co.crook.or.us](mailto:ccassessor@co.crook.or.us) <https://co.crook.or.us/Crook-County/County-Assessor/County-Assessor-Home>
- Jefferson County Assessor: 541.475.2443, [rsoliz@jeffco.net](mailto:rsoliz@jeffco.net) <https://www.jeffco.net/assessor>

The Oregon state definition of qualifying farm uses for Exclusive Farm Use lands can be found on the Oregon State Legislature website:

- Oregon Revised Statute 308A.056 and 308A.743(1.c.)&(2.b.) [https://www.oregonlegislature.gov/bills\\_laws/ors/ors308a.html](https://www.oregonlegislature.gov/bills_laws/ors/ors308a.html)
- Oregon Department of Land Conservation and Development <http://www.oregon.gov/lcd/pages/farmprotprog.aspx>

For more information on your zoning, contact your County Assessor or the local Oregon Department of Land Conservation and Development Office:

- Central Oregon Regional Solutions Office – 541.306.8530, Angie Brewer, [angie.brewer@dlcd.oregon.gov](mailto:angie.brewer@dlcd.oregon.gov)

**It is the landowner's responsibility to know their tax assessment status and qualifying uses.**

Please contact James O'Brien @ DRC with any questions or concerns: 541.382.4077 ext.115  
[www.deschutesriver.org](http://www.deschutesriver.org) or [james@deschutesriver.org](mailto:james@deschutesriver.org)



## CITY COUNCIL Staff Report

**Meeting Date:** April 10, 2024  
**Type:** Regular Meeting  
**Subject:** 291 E Main Avenue Building Lease

**Staff:** Prosser  
**Dept:** CMO

---

**Action Requested:** Consideration of approval of a commercial lease with Shannon Thorson dba Sisters Makers for 291 E Main Avenue.

---

### **Summary Points:**

In January 2024, proposals were solicited for the lease of the city owned building at 291 E. Main Avenue. Seven proposals were submitted and then reviewed by a committee made up of two City Councilors, three staff members, and the Executive Director of SPRD. Proposals were evaluated on the following criteria: a) thoroughness and completeness of proposal; (b) responsiveness to proposal requirements; (c) financial resources, history, and feasibility of the proposed use(s); (d) compatibility of proposed use(s) with surrounding uses and local community. Preference was given to Sisters-based organizations, businesses, or nonprofits; and proposals that provided a public benefit and public access to the facility.

Following the evaluation process the review committee chose to award the lease to Sisters Makers.

Sisters Makers intends to use the facility as a Community Cultural and Tourism Hub in alignment with the Sisters Country Vision. Specifically, the building will be used to provide career-oriented class space, meeting, workshop and demonstration space, an ADA accessible tourist information and wayfinding vestibule. Additionally, there will be retail space to support the extension of the Sisters Farmers Market. The layout of the building will be arranged as a flex space with rolling tables and stacking stools to accommodate a wide variety of uses. The existing offices will offer dedicated spaces for Sisters Makers members consisting of artists, makers, growers, and innovators.

More information on the Sisters Makers strategic plan can be found here:  
[Sisters Makers Strategic Plan 2024-2025](#)

**Financial Impact:** \$9,000 annual revenue to the General Fund

---

### **Attachments:**

1. Draft Lease
2. Sisters Makers Proposal

## CITY OF SISTERS – COMMERCIAL LEASE

This City of Sisters – Commercial Lease (this “Lease”) is dated April 10, 2024, but made effective for all purposes as of the Effective Date (as defined below), and is entered into between City of Sisters (“Landlord”), an Oregon municipal corporation, whose address is 520 E. Cascade Avenue, Sisters, Oregon 97759, and Shannon Thorson (“Tenant”), an individual d/b/a Sisters Makers, whose address is PO Box 1208, Sisters, Oregon 97759.

### RECITALS:

A. Landlord is the owner of certain real property (and all improvements located thereon) located at 291 East Main Avenue, Sisters, Oregon 97759 (collectively, the “Building”). The Building consists of approximately 2,475 square feet of total leasable space.

B. Tenant desires to lease the Building from Landlord for a collaborative membership-based maker space in connection with Tenant’s operation of its community cultural and tourism hub.

C. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, the Building for the Permitted Use (as defined below). By the execution of this Lease, Landlord leases the Building to Tenant and Tenant leases the Building from Landlord.

### AGREEMENT:

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

#### 1. OCCUPANCY.

1.1 Lease Term. The term of this Lease, Tenant’s possession of the Building, and Tenant’s obligation to pay Rent (as defined below) will commence on May 15, 2024 and will continue, subject to the terms and conditions provided in this Lease, until April 30, 2027 (the “Initial Term”), unless sooner terminated or extended as provided in this Lease. For purposes of this Lease, the term “Lease Term” means the Initial Term and any extensions or renewals thereof; the term “Building” means the Building and all other pieces or parcels of real property (and any improvements located thereon) surrounding the Building at any time, and from time-to-time, designated by Landlord as part of the Building.

1.2 Possession; Effective Date. Tenant accepts the Building in its AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS condition as of May 15, 2024. Landlord and Tenant are bound in accordance with the terms of this Lease from and after the Effective Date. There are no preconditions to the effectiveness of this Lease or the performance of its terms. Tenant represents and warrants that Tenant has entered into this Lease on the basis of its own examination and personal knowledge of the Building and Tenant has not relied on any representation or warranty made by Landlord. Landlord makes no representations or warranties, whether express or implied, including, without limitation, warranties of habitability, merchantability, or fitness for a particular purpose, or any warranties regarding consumer products as defined in the Magnusson-Moss Warranty Act or the Uniform Commercial Code, with respect to the Building. Landlord has made no promise or agreement to repair, alter, construct, and/or improve the Building.

1.3 Extended Term. Subject to the terms and conditions contained in this Lease, if an Event of Default (as defined below) does not then exist under this Lease, Tenant will have the option to extend the Initial Term for one additional term (the "Extension Option") of two years (the "Extended Term"). Tenant will exercise the Extension Option by providing Landlord written notice (the "Notice of Extension") no less than three months prior to the last day of the Initial Term. Subject to the terms and conditions contained in this Lease, giving of the Notice of Extension will be sufficient to make this Lease binding for the Extended Term. The Extended Term will commence on the day immediately following the expiration of the Initial Term. The terms and conditions for the Extended Term will be identical with the Initial Term except that Tenant will no longer have the Extension Option.

1.4 Tenant's Financial Capability; Authority. Tenant represents and warrants to Landlord that Tenant has sufficient assets and net worth to ensure Tenant's performance of this Lease and the payment of its obligations under this Lease as and when they become due. Tenant will permit Landlord and Landlord's Agents (as defined below) to inspect any of Tenant's books, accounts, records, and financial statements that Landlord may request promptly upon the occurrence of any Event of Default. Tenant represents and warrants that Tenant's books, accounts, records, and financial statements will (a) present the financial condition of Tenant as of the dates and periods specified, (b) be prepared in accordance with sound accounting practices (e.g., generally accepted accounting practices), (c) reflect the consistent application of sound accounting practices throughout the periods involved, (d) represent actual, bona fide transactions, and (e) be maintained in accordance with sound business practices, including, without limitation, the maintenance of an adequate system of internal accounting control.

1.5 No Private Parking. Tenant acknowledges and agrees that the Building does not have a private parking area. Tenant and its invitees must use public parking. Landlord will not be liable for any damage or destruction of any nature to, or any theft of, vehicles, or contents therein, in or about the public parking area.

## 2. RENT.

2.1 Base Rent. During the Lease Term, Tenant will pay Landlord guaranteed annual rent, without offset, in the amount of \$9,000.00 (collectively, "Base Rent"). Tenant's monthly rental payment will be in the amount of \$750.00. Tenant's first payment of Rent (as defined below) is due and payable to Landlord commencing on May 15, 2024, in the amount of \$375.00. All other payments of Rent will be in the amount of \$750.00 due and payable in advance on or before the first day of each subsequent month. Rent for any period that is for less than one full year will be prorated on a per diem basis. Payments will be made to Landlord, in U.S. dollars, at the address first provided above, or such place as Landlord may from time to time designate in writing.

2.2 Additional Rent. Tenant will timely pay in full the following charges, costs, and expenses related to or concerning (whether directly or indirectly) the Building (collectively, "Additional Rent"): (a) fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning (and all other utility charges), telephone, internet, and janitorial services (including, without limitation, all connection fees, costs, and expenses related thereto); (b) all costs and expenses incurred in connection with Tenant's use, occupancy, improvement, maintenance, and/or repair of the Building, except for costs or expenses that are Landlord's obligations as set forth in Section 4 (Repairs; Maintenance).



2.3 Late Fees; Other Charges. If Rent (or other payment due from Tenant) is not received by Landlord within ten (10) days after it is due, Tenant will pay a late fee equal to five percent (5%) of the payment or \$100.00, whichever is greater (a "Late Fee"). In addition, a charge of one percent (1.0%) per month on the amount past due (a "Late Charge") will be charged beginning ten (10) days after the due date for such payment until the past due amount is paid in full. Landlord may levy and collect a Late Fee and/or a Late Charge in addition to all other remedies available for Tenant's failure to pay Rent (or other payment due from Tenant).

### 3. USE OF PREMISES.

3.1 Permitted Use; Subleasing. Tenant will use the Building as a collaborative membership-based maker space in connection with Tenant's operation of its community cultural and tourism hub (the "Business") and for no other purposes without Landlord's prior written consent. Landlord and Landlord's Agents have not made any representations and/or warranties, whether expressed or implied, concerning the permitted use that may be made of the Building under any Laws (as defined below), including, without limitation, the present general plan of the city or county in which the Building is located, zoning ordinances, and any other existing or future restrictions that pertain to the Building. Tenant will pay any and all system development charges and that may result solely from Tenant's use and/or occupancy of the Building. Tenant's agreement to use the Building only for the operation of the Business is a material inducement for Landlord's execution of this Lease.

#### 3.2 Transfer and Subleasing.

3.2.1 Subject to Section 3.2.2, Tenant will not sell, assign, mortgage, sublet, lien, convey, encumber, and/or otherwise transfer (whether directly, indirectly, voluntarily, involuntarily, and/or by operation of law) all or any part of Tenant's rights and/or interests in or to this Lease and/or the Building (including, without limitation, any Alterations) (collectively, "Transfer") without Landlord's prior written consent.

3.2.2 Landlord acknowledges that Tenant desires to sublease working space within the Building in connection with Tenant's operation of the Business (individually and collectively, the "Working Space Lease(s)"). Tenant is permitted to enter into the Working Space Leases subject to the following terms and conditions: (a) Tenant providing Landlord no less than ten (10) days' prior written notice of the anticipated Working Space Lease (the "WSL Notice"), which WSL Notice must include the name, physical address, email address, and telephone number for the subtenant; (b) the subtenant agreeing in writing (i.e., through written sublease containing terms and conditions acceptable to Landlord) to comply with and be bound by all terms, covenants, conditions, provisions, and agreements contained in this Lease, including, without limitation, Tenant's indemnification obligations under Section 6.4; (c) the subtenant will not use and/or occupy the Building (or any part thereof) for any purpose other than office space or maker space; (d) the subtenant paying and performing all applicable Tenant obligations under this Lease; and (e) Tenant providing Landlord a true and complete copy of the subtenant's sublease. Tenant will provide Landlord a complete and accurate list of all Working Space Lease subtenants (including all subtenant contact information) within ten (10) days after Landlord's request.

3.2.3 With respect to all Transfers other than the Working Space Leases under Section 3.2.2, Tenant will provide Landlord no less than thirty (30) days' prior written notice of the proposed Transfer (the "Transfer Notice"), which Transfer Notice will include the name and address of the

proposed transferee and a true and complete copy of the proposed Transfer documentation and/or instruments. Landlord's consent to any proposed Transfer is conditioned on the following: (a) Tenant demonstrating (to Landlord's reasonable satisfaction) that the proposed transferee's use of the Building is consistent with the terms of this Lease; (b) Tenant reimbursing Landlord for the costs and expenses incurred by Landlord in connection with its review of all Transfer documentation and/or instruments (and otherwise related to Landlord's determination as to whether to consent to the proposed Transfer); (c) the transferee agreeing in writing to comply with and be bound by all the terms, covenants, conditions, provisions, and agreements of this Lease; and (d) any other conditions that Landlord may reasonable impose under the particular circumstances surrounding the proposed Transfer. Tenant acknowledges and agrees that Landlord's conditioning of its consent to any proposed Transfer on Tenant's satisfaction of the conditions contained in this Section 3.2.3 is reasonable under this Lease.

3.2.4 The following apply with respect to Landlord's consent to any Transfer (including all Working Space Leases): (a) the terms and conditions of this Lease will in no way be deemed waived or modified; (b) with respect to non-Working Space Leases, consent will not be deemed consent to any further Transfer by Tenant or any transferee; (c) the acceptance of Rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease; and (d) no Transfer relating to this Lease and/or the Building, whether with or without Landlord's consent, will modify, relieve, and/or eliminate any liabilities and/or obligations Tenant may have under this Lease.

3.3 Restrictions on Use. In connection with Tenant's use of the Building, Tenant will:

3.3.1 Conform and comply with any and all Laws. Tenant will correct, at Tenant's own expense, any failure of compliance created through Tenant's fault or by reason of Tenant's use of the Building. Tenant has had an opportunity to review and has reviewed all Laws directly or indirectly pertaining to or concerning Tenant's operation of the Business and/or the condition, use, and occupancy of the Building. For purposes of this Lease, the term "Law(s)" means all leases, covenants, conditions, restrictions, easements, declarations, laws, statutes, restrictions, liens, ordinances, orders, codes, rules, and regulations directly or indirectly affecting the Building, Tenant, and/or the Business, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), and the Environmental Laws (as defined below), all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

3.3.2 Refrain from any activity which would make it impossible to insure the Building against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau (or its successor) allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional costs of the insurance. Refrain from any use which would be reasonably offensive to Landlord or owners or users of the Building or neighboring property, or which would tend to create a nuisance or damage the reputation of the Building and/or Landlord.

3.3.3 Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the Building without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned, or delayed. Refrain from causing or permitting any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, or otherwise released on or under the Building. For purposes of this Lease, the term "Environmental Law(s)" means any federal, state, or local statute, regulation, or ordinance, or any judicial or other governmental order pertaining to the protection of health, safety, or the environment; the term

“Hazardous Substance(s)” means any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law and will include petroleum oil and its fractions.

#### 4. REPAIRS; MAINTENANCE.

4.1 Landlord’s Obligations. Subject to the terms and conditions contained in this Lease, Landlord will perform the following Building repair and maintenance obligations at Landlord’s cost and expense, which repair and maintenance obligations will be performed if and when necessary:

4.1.1 Repair and maintain the Building’s roof, gutters, bearing walls, structural members, foundation, and walls (exterior only but including painting).

4.1.2 Repair and maintain the Building’s plumbing system, water, gas, electrical, and HVAC systems. Repair and maintain the Building’s boilers, lighting facilities, fired or unfired pressure vessels, fire hose connections, fire sprinkler and/or standpipe and hose, or other automatic fire extinguishing system, including, without limitation, the Building’s fire alarm and/or smoke detection systems and equipment.

4.1.3 Repair the Building’s exterior sidewalks and driveways.

4.1.4. Repair and maintain interior walls (including painting), ceilings, doors, floors (and flooring), windows, cabinetry, interior lighting and light fixtures, windows, signage (including lighting), switches, and wiring (including, without limitation, all related hardware), when such repairs are made necessary because of the failure of Landlord to keep the structure in repair.

Except as otherwise expressly provided under this Section 4.1, Landlord has no obligation to make or perform any repairs, maintenance, replacements, alterations, and/or improvements concerning or related to the Building.

4.2 Tenant’s Obligations. Tenant will repair and maintain, at Tenant’s cost and expense, the Building in good condition, repair, working order, and appearance consistent with the condition of the Building existing as of May 15, 2024. Tenant will preserve the Building, normal wear and tear excepted, and will not commit nor permit waste. To this end, Tenant has the following nonexclusive repair and maintenance obligations, which Tenant will complete at Tenant’s cost and expense:

4.2.1 Repair and maintain interior walls (including painting), ceilings, doors, floors (and flooring), windows, cabinetry, interior lighting and light fixtures, windows, signage (including lighting), switches, and wiring (including, without limitation, all related hardware).

4.2.2 Maintain all landscaping, including planters, snow removal on all Building related decks, interior sidewalks, ramps, and roof as necessary or appropriate, including, without limitation, removal of ice dams.

4.2.3 Any repairs or maintenance necessitated by the negligence of Tenant and/or Tenant’s Agents, except as provided in Section 6.3 dealing with waiver of subrogation, but including repairs and maintenance that would otherwise be Landlord’s responsibility under Section 4.1. Any repairs, maintenance, replacements, and/or improvements required under Tenant’s obligation to comply with the Laws.

4.2.4 All other Building repairs, maintenance, replacement, alterations, and/or improvements which Landlord is not expressly required to make under this Lease.

4.3 Coordination – Landlord Maintenance and Repairs.

4.3.1 Tenant will provide Landlord written notice of any Building repairs and/or maintenance requiring completion which are Landlord's obligation under Section 4.1 of this Lease (the "Repair Notice"). The Repair Notice will contain a description of the required repairs and maintenance with reasonable particularity. Upon receipt of a Repair Notice, Tenant will provide Landlord a reasonable opportunity to inspect and determine the necessity for repairs and/or maintenance. If the identified repairs and/or maintenance are Landlord's obligation under Section 4.1, Landlord will perform the required repairs and maintenance within a reasonable period thereafter, at Landlord's cost and expense. Notwithstanding anything contained in this Lease to the contrary, Landlord will have no obligation to perform any repairs and/or maintenance which is not Landlord's obligation under Section 4.1.

4.3.2 Landlord may enter and inspect the Building from time to time, at reasonable times and after reasonable notice to Tenant, to determine the condition of the Building and identify the necessity of repairs and/or maintenance. Notwithstanding anything contained in this Lease to the contrary, Landlord's obligation to perform any maintenance and/or repairs required under Section 4.1 will not mature until a reasonable period after Landlord has received a Repair Notice and Landlord has confirmed (a) the need for the maintenance and/or repairs, and (b) that such maintenance and/or repairs are Landlord's obligation under Section 4.1. Tenant will have no right to an abatement of Rent and/or any claim against Landlord for any inconvenience and/or disturbance resulting from Landlord's maintenance and/or repair activities provided Landlord exercises reasonable effort to minimize any unnecessary interference with Tenant's use of the Building.

4.3 Reimbursement for Repairs and Maintenance Assumed. If Tenant fails or refuses to complete any repair and/or perform any maintenance that is required under this Section 4, Landlord may make the repair or perform the maintenance and charge the actual costs of repair or maintenance to Tenant. Tenant will reimburse such expenditures on demand, together with interest at the rate of twelve percent (12%) per annum from the date of expenditure.

5. ALTERATIONS; SIGNAGE.

5.1 Alterations Prohibited. Tenant will make no additions, improvements, modifications, and/or alterations in or to the Building of any kind or nature whatsoever, including, without limitation, the installation of any improvements, fixtures, and/or other devices on the walls, ceiling, or floor of the Building and/or the installation of computer and telecommunications wiring, cables, and conduit (collectively, "Alterations"), without first obtaining Landlord's written consent, which shall not be unreasonably withheld, conditioned, or delayed. Alterations approved by Landlord will be made in a good and workmanlike manner, in compliance with applicable Laws, and at Tenant's cost and expense.

5.2 Signage. Tenant will not be permitted to erect or maintain any signage on or at the Building unless first obtaining Landlord's consent (and such signage will be at Tenant's cost and expense), which shall not be unreasonably withheld, conditioned, or delayed. Signage installed by Tenant will be removed by Tenant, at Tenant's cost and expense, upon the termination of this Lease and the sign location restored to its former state unless Landlord elects to retain all or any portion of the

signage. Landlord reserves the right to adopt and/or amend signage criteria for the Building from time to time, and Tenant agrees to be bound by such signage criteria.

## 6. INSURANCE.

6.1 Insurance Required. Tenant will keep the Building insured against fire and other risks covered under a standard fire insurance policy with an endorsement for extended coverage. Tenant will maintain, at Tenant's cost and expense, a policy of fire, extended coverage, vandalism, and malicious mischief insurance insuring the personal property, furniture, furnishings, and fixtures belonging to Tenant located in or on the Building.

6.2 Liability Insurance. Tenant will procure, and thereafter will continue to carry, comprehensive general liability insurance (occurrence version) with a responsible company against personal injury claims arising directly or indirectly out of Tenant's activities on, or any condition of, the Building, whether or not related to an occurrence caused, or contributed to, by Landlord's negligence, and will insure the performance by Tenant of Tenant's indemnification obligations under this Lease. Landlord (and its officers and employees) will be named as an additional insured on Tenant's liability insurance policy. Tenant's liability insurance will provide that it is primary insurance and that insurance, if any, maintained by Landlord is excess and noncontributing. Tenant's liability insurance required to be carried pursuant to this Section 6.2 will have a general aggregate limit of no less than \$2,000,000.00 and a per occurrence limit of no less than \$1,000,000.00. The insurance Tenant is required to carry pursuant to this Section 6.2 may not be modified or cancelled without first providing Landlord thirty (30) days' prior written notice of such change or cancellation.

6.3 Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, Landlord and Tenant release each other from any claims and demands of whatever nature for damage, loss, or injury to the Building (including, without limitation, the Building), or to the other's property in, on, or about the Building or the Building that are caused by or result from risks or perils insured against under any property insurance policies required by this Lease to be carried by Landlord and/or Tenant, and in force at the time of any such damage, loss, or injury. Tenant and Landlord covenant that, to the fullest extent permitted by law and by their respective insurers, no insurer will hold any right of subrogation against the other. Tenant will advise its insurers of the foregoing and request such waiver be permitted under any property insurance policy maintained by Tenant pursuant to Section 6.1, above.

6.4 Tenant's Indemnification. Tenant will defend, indemnify, and hold Landlord and Landlord's officers, employees, agents, contractors, representatives, affiliates, subsidiaries, and sureties (collectively, "Landlord's Agents") harmless for, from, and against all claims, damages, costs, expenses, fines, losses, and/or liabilities of any kind, including, without limitation, attorney fees and costs, arising out of or related to, whether directly or indirectly, the following: (a) Tenant's and/or Tenant's directors, officers, managers, members, employees, affiliates, subsidiaries, invitees, licensees, subtenants, sureties, agents, contractors, volunteers, materialmen, invitees, and representatives (collectively, "Tenant's Agents") construction of any Alterations, including, without limitation, any damage to the Building and/or any injury, death, and/or damage occurring in conjunction with Tenant's and/or Tenant's Agents construction of the Alterations; (b) the use, storage, treatment, transportation, presence, release, and/or disposal of any Hazardous Substances in, on, under, and/or about the Building; (c) Tenant and/or Tenant's Agents use and/or occupancy of the Building; and (d) Tenant's breach and/or failure to perform any Tenant obligation, covenant, representation, and/or warranty

under this Lease. Landlord will have no liability to Tenant for any loss or damage caused by any third-party or by any condition of the Building.

7. UTILITIES.

Tenant will pay when due all charges, costs, and expenses concerning Tenant's use, occupancy, operation, and/or maintenance of the Building, including, without limitation, telephone, internet, and all other utilities and services concerning the Building. Tenant will pay all costs and expenses related to or concerning Tenant's performance of its obligations under this Lease, except for costs and expenses that are Landlord's obligations as set forth in Section 4 (Repairs; Maintenance).

8. LIENS; QUIET ENJOYMENT; ASSIGNMENT.

8.1 Liens. Except with respect to activities for which Landlord is responsible, Tenant will pay as and when due all claims for work done on and for services rendered or material furnished to the Building and will keep the Building free from any and all liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the costs as Rent. Any amount so added will bear interest at the rate of twelve percent (12%) per annum from the date expended by Landlord and will be payable on demand. Landlord's payment of Tenant's claims or discharge of any Tenant lien will not constitute a waiver of any other right or remedy which Landlord may have on account of Tenant's default. If a lien is filed as a result of nonpayment, Tenant will, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

8.2 Estoppel Certificate; Assignment. Tenant will, within twenty (20) days after notice from Landlord, execute and deliver to Landlord a certificate stating whether or not this Lease has been modified and is in full force and effect, and specifying any modifications or alleged breaches by Landlord. The certificate will state the amount of Rent, the dates to which Rent has been paid in advance, and the amount of any prepaid Rent. Failure to deliver the certificate within the specified time will be conclusive upon Tenant that the Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

9. TERMINATION; DEFAULT; REMEDIES.

9.1 Termination – No Default. Notwithstanding anything contained in this Lease to the contrary, this Lease may be terminated (a) at any time by the mutual written agreement of Tenant and Landlord, and/or (b) by Landlord for convenience and without cause by providing Tenant no less than ninety (90) days' prior written notice of termination.

9.2 Event of Default. The occurrence of any of the following events constitutes a default by Tenant under this Lease (each an "Event of Default"): (a) Tenant's failure to pay Rent or any other charge, cost, and/or expense within ten (10) days after it is due; (b) Tenant's breach and/or failure to perform any Tenant obligation under this Lease (other than the payment of Rent or other charge, cost, or expense under Section 9.2(a)) within ten (10) days after written notice by Landlord specifying the nature of the default, provided that if the default is of such nature that it cannot be completely remedied within the ten (10) day period, this provision will be complied with if Tenant begins correction of the default within the ten-day period and thereafter proceeds with reasonable diligence and in good

faith to effect the remedy as soon as practicable; (c) Tenant becomes insolvent within the meaning of the United States Bankruptcy Code, as amended from time to time; (d) Tenant's failure for ten (10) days or more to occupy the Building for the purpose permitted under this Lease; and (e) Tenant's breach and/or failure to perform any Tenant representation, warranty, covenant, and/or obligation under the Lease and/or Tourism Agreement.

9.3 Termination – Event of Default. Upon the happening of an Event of a Default, this Lease may be terminated at the option of Landlord by notice to Tenant. If this Lease is not terminated by Landlord due to the Event of Default, Landlord will be entitled to recover damages from Tenant for the default. If this Lease is terminated by Landlord, Tenant's liability to Landlord for damages will survive such termination, and Landlord may reenter, take possession of the Building, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.

9.4 Reletting. Following reentry or abandonment, Landlord may relet the Building, and in that connection may make any suitable alterations or refurbish the Building (or both), or change the character or use of the Building, but Landlord will not be required to relet the Building for any use or purpose which Landlord may reasonably consider injurious to the Building, or to any tenant which Landlord may reasonably consider objectionable. Landlord may relet all or part of the Building, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

9.5 Damages. Upon an Event of Default, Landlord will be entitled to recover immediately, without waiting until the due date of any future Rent or until the date fixed for expiration of this Lease, and in addition to any other damages recoverable by Landlord, the following amounts as damages: (a) the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured; (b) reasonable costs of reentry and reletting including, without limitation, the cost of any clean-up, refurbishing, removal of Tenant's property and fixtures, or any other expense occasioned by Tenant's failure to quit the Building upon termination and to leave the Building in the required condition, including, without limitation, any remodeling costs, attorney fees, court costs, broker commissions, and advertising costs; and (c) the fair market rental rate for the Building, and all of Tenant's other obligations under this Lease, over the reasonable expected return from the Building for the period commencing on the earlier of the date of trial or the date the Building is relet and continuing through the end of the Lease Term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

9.6 Right to Sue More Than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the Lease Term, and no action for damages will bar a later action for damages subsequently accruing. The foregoing remedies will be in addition to and will not exclude any other remedy available to Landlord under applicable law. If Tenant fails to perform any obligation under this Lease, Landlord will have the option to do so after ten (10) days' written notice to Tenant specifying the nature of the default. Landlord's performance of any Tenant obligation under this Lease will not waive any other remedy available to Landlord. All of Landlord's expenditures to correct the default will be reimbursed by Tenant on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure by Landlord.

10. SURRENDER AT EXPIRATION.

10.1 Condition of Building. Upon the termination of this Lease, Tenant will deliver all keys to Landlord and will surrender to Landlord the Building in good, broom-clean condition, reasonable wear and tear excepted and repairs which are Landlord's obligation excepted. Alterations will not be removed by Tenant, unless otherwise expressly provided for in this Lease or unless such removal is required by Landlord at the time Landlord provides approval for such Alterations, in which case Alterations will be removed at Tenant's cost and expense, and the Building restored to its original condition unless Landlord specifically directs otherwise. All fixtures placed upon the Building during this Lease, other than Tenant's trade fixtures, will, at Landlord's option, become the property of Landlord. If Landlord so elects, and unless the terms of permission for the alteration provide otherwise, Tenant will remove any or all fixtures which would otherwise remain the property of Landlord, and will repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the rate of twelve percent (12%) per annum from the date of expenditure. Prior to the termination of this Lease, Tenant will remove all furnishings, furniture, equipment, and trade fixtures which remain its property. If Tenant fails to do so, this will constitute an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it will cease or, by notice in writing given to Tenant within ten (10) days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant will be liable to Landlord for the cost of removal, transportation to storage, and storage with interest at twelve percent (12%) per annum on all such expenses from the date of expenditure by Landlord.

10.2 Holdover. If Tenant does not vacate the Building at the time required, Landlord will have the option to treat Tenant as a tenant from month-to-month, subject to all of the provisions of this Lease (except the provisions for term and renewal), except that Tenant's Base Rent will be equal to one hundred fifty percent (150%) of the Building's then applicable fair market rental rate. Failure of Tenant to remove Alterations, fixtures, furniture, furnishings, and/or trade fixtures which Tenant is required to remove under this Lease will constitute a failure to vacate to which this Section 10.2 will apply if the property not removed interferes with the occupancy of the Building by another tenant or with the occupancy by Landlord for any purpose, including preparation for a new tenant. If a month-to-month tenancy results from a holdover by Tenant under this Section 10.2, the tenancy will be terminable at the end of any monthly rental period on written notice from Landlord given not less than ten (10) days prior to the termination date which will be specified in the notice. Tenant waives any notice which would otherwise be provided by law with respect to a month-to-month tenancy.

11. MISCELLANEOUS.

11.1 Waiver; Succession. Waiver by either party of strict performance of any provision of this Lease will not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. Subject to the above-stated limitations concerning the transfer and assignment of this Lease under Section 8.2, this Lease will be binding upon and inure to the benefit of the parties, their respective successors and assigns. The termination of this Lease, regardless of how it occurs, will not relieve a party of any obligations that have accrued before the termination, including, without limitation, Tenant's indemnification obligations under Section 6.4.



11.2 Attorney Fees. If an Event of Default under this Lease occurs, Tenant will pay to Landlord, within ten (10) days after Landlord's demand, any and all attorney fees and costs incurred by Landlord in attempting to enforce the terms of this lease. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Lease, 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's fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, 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. All notices or other communications required or permitted by this Lease must be in writing, must be delivered to the parties at the addresses set forth above, or at any other address that a party may designate by notice to the other parties, and will be considered delivered upon actual receipt if delivered personally or by fax or an overnight delivery service, or at the end of the third (3rd) business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested. This Lease (or any memorandum of this Lease) will not be recorded.

11.3 Entry for Inspection; Interest. Except in the case of an emergency, upon twenty-four (24) hours' prior written notice, Landlord will have the right to enter upon the Building to determine Tenant's compliance with this Lease, to make necessary repairs to the Building, or to show the Building to any prospective tenant or purchaser. In addition, Landlord will have the right, at any time during the last six months of the term of this Lease, to place and maintain upon the Building notices for leasing or selling of the Building. Except as otherwise provided in this Lease, any Rent or other payment required to be paid by Tenant under this Lease will, if not paid within ten (10) days after it is due, bear interest at the rate of twelve percent (12%) per annum from the due date until paid.

11.4 Severability; Further Assurances; Governing Law. If a provision of this Lease is determined to be unenforceable in any respect, the enforceability of the provision in any other respect, and of the remaining provisions of this Lease, will not be impaired. The parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Lease. This Lease 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 the Lease. If any dispute arises regarding this Lease, the parties agree that the sole and exclusive venue for resolution of such dispute will be in Deschutes County, Oregon. All parties submit to the jurisdiction of courts located in Deschutes County, Oregon for any such disputes.

11.5 Discretion; Entire Agreement; Signatures. When a party is exercising any consent, approval, determination, or similar discretionary action under this Lease, the standard will be the party's commercially reasonable discretion and such discretion will not be unreasonably withheld, conditioned, or delayed. This Lease contains the entire understanding of the parties regarding the subject matter of this Lease and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Lease. This Lease may be signed in counterparts. A fax transmission of a signature page will be considered an original signature page. At the request of a party, a party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party.

11.6 Attorneys; Time; Effective Date. The parties agree and acknowledge that the law firm of Bryant, Lovlien & Jarvis, P.C. has served as legal counsel to Landlord in the preparation of this Lease, and does not represent any other party in connection with this Lease. Tenant agrees and acknowledges that

Tenant has consulted with Tenant’s own legal counsel or has knowingly waived Tenant’s right to do so. The rule of construction that a written instrument is construed against the party preparing or drafting such agreement will specifically not be applicable in the interpretation of this Lease. If the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, the date for such performance or delivery of such notice will be postponed until the next ensuing business day. For purposes of this Lease, a “business day” will mean a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year’s). For purposes of this Lease, the term “Effective Date” means the date upon which this Lease is fully executed by the parties.

11.7 Landlord Default. No act or omission of Landlord will be considered a default under this Lease until Landlord has received thirty (30) days’ prior written notice from Tenant specifying the nature of the default with reasonable particularity. Commencing from Landlord’s receipt of such default notice, Landlord will have thirty (30) days to cure or remedy the default before Landlord will be deemed in default of this Lease; provided, however, that if the default is of such a nature that it cannot be completely remedied or cured within the thirty-day cure period, there will not be a default by Landlord under this Lease if Landlord begins correction of the default within the thirty-day cure period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practical.

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

LANDLORD:  
City of Sisters,  
an Oregon municipal corporation

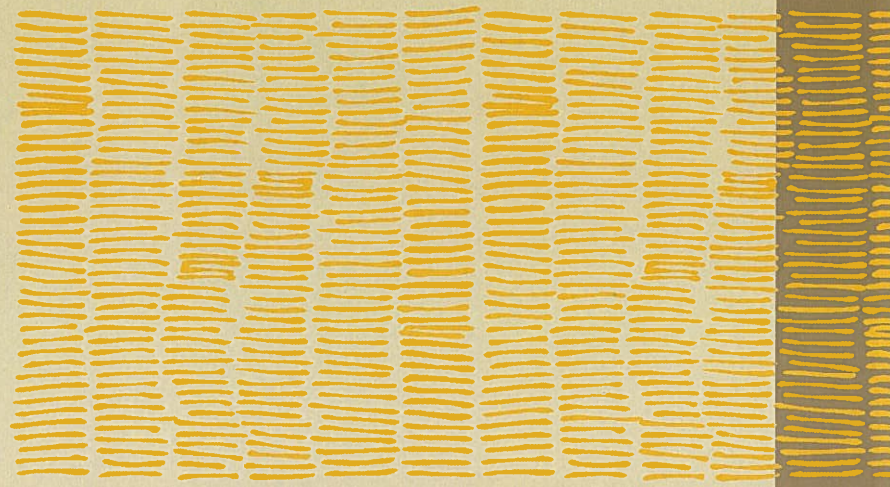
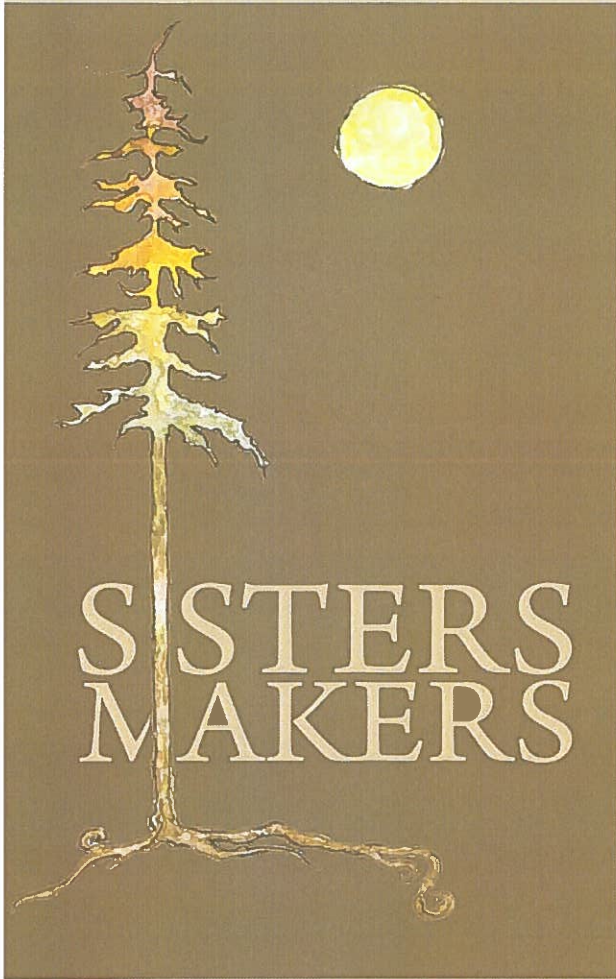
TENANT:

\_\_\_\_\_  
By: Jordan Wheeler, City Manager

\_\_\_\_\_  
Shannon Thorson, an individual d/b/a  
Sisters Makers

Date: April 10, 2024

Date: April \_\_\_\_, 2024



COMMUNITY  
Cultural +  
Tourism  
HUB

To develop and support  
entrepreneurial minded  
artisans, makers, growers  
and innovators by providing  
facilities, education and  
advocacy



February 7, 2024

TO: Kerry Prosser  
City Manager's Office  
Sisters City Hall  
520 E. Cascade Avenue  
Sisters, Oregon 97759

From: Shannon Thorson, Sisters Makers



RE: Community Cultural and Tourism Hub

Dear City Staff and Council Members,

The attached plan serves the City's best interests and presents the highest and best use for the building at 291 E. Main Avenue.

You will find this plan strongly aligns with the goals of the **Sisters Country Vision** and supports the current challenges and initiatives of several local organizations, many of which have offered letters of support, included in this submittal.

This plan is highly collaborative and intentionally developed to generate the greatest good for the broadest cross-section of our community.

Deployment of this plan will encourage community engagement and create a nucleus for Sisters; melding the efforts of tourism marketing and economic development, bolstering the size and reach of the Farmer's Market, and providing a small yet mighty facility to develop and support entrepreneurial minded artisans, makers, growers and innovators by providing facilities, education and advocacy.

Thank you for your review of this proposal.

1. Name, address, contact information, and the name of the primary contact concerning the proposal.

Lessee:	Sisters Makers	592 N. Sisters Park Ct
Primary Contact:	Shannon Thorson	PO Box 1208
Phone:	503-550-3230	Sisters, Oregon 97759
Email:	Shthorson@gmail.com	www.sistersmakers.com

2. Provide a cover letter that clearly describes your proposed use of the Facility.

Sisters Makers proposes to use this facility as a **Community Cultural and Tourism Hub** in alignment with the goals of the **Sisters Country Vision** and in direct support of the essential initiatives of our two key members; Explore Sisters and Seed to Table/Sisters Farmers Market.

Specifically, the building will be used to provide much needed career-oriented class space, meeting, workshop and demonstration space, an ADA accessible tourist information and wayfinding vestibule, and retail space to assist in extending highly valuable aspects of the Sisters Farmers Market. The building will be arranged as a flex space with rolling tables and stacking stools to accommodate a wide variety of uses. The existing offices will offer dedicated spaces for Sisters Makers members consisting of artists, makers, growers and innovators.

Sisters Makers presently operates in a 1200 SQFT building in the industrial area and is in desperate need for additional space and greater visibility to better realize our mission to develop and support entrepreneurial minded artisans, makers, growers and innovators by providing facilities, education and advocacy. Presently Sisters Makers is partnering with Citizens 4 Community and School of Ranch on workshop delivery and provides maker space on a limited basis.

While there are many great organizations doing wonderful work in our little town, there is no organized support system for community members to realize their artistic and business ambitions. This need is called out for in many sections of the **Sisters Country Vision**. Sisters desperately lacks incubator facilities to serve as a fish ladder of sorts for developing our children into self-sustaining artisans, makers, growers and entrepreneurs. Many of our children want to stay here following graduation from public school and need systems in place

to support their evolution. A home for mentorship and education is a key to realizing the **Sisters Country Vision- *and doing the right thing.***

One of our key members, Sisters Farmers Market has seen a 30% increase in use of food benefits received by Women and Children (WIC) families and low-income seniors. At present the market terminates for the year before Double Up Food Bucks (DUFEB) tokens and Farm Direct Vouchers expire, which means that low-income shoppers in Sisters may have food benefits that they cannot redeem locally once Sisters Farmers Market is closed. Having access to indoor space later into the fall will enable Sisters Farmers Market to provide access to fresh, locally grown produce for a longer season to better serve Sister's residents who receive food benefits.

Space on Sundays will allow Sisters Farmers Market continue to provide food access for visitors and residents who may be older or more vulnerable to poor outdoor air quality. In the past three years, Sisters Farmers Market has often had to adjust operations or even close due to poor air quality from smoke during the summer. This changing reality has affected farmers markets across Oregon: Oregon Farmers Market Association notes in their 2022 census of Oregon farmers markets that 34 farmers markets across the state reported closing for wildfire smoke, representing 51 days of closures.

This plan additionally, will enable Sisters Farmers Market to offer weekly retail space to five additional local businesses, host workshops and demos indoors, provide a quieter booth location for Seed to Table's nonprofit partners to share resources and connect with community members. Having access to the 291 E Main Building on Sundays will enable them to preserve one of the ADA-accessible entrances to Fir Street Park that is heavily used by shoppers and vendors throughout the day and will preserve their existing market map, which includes six booth spaces bordering the building.

This proposal establishes a natural connection between Sisters Makers and Sisters Farmers Market: Sisters Makers will support artists in the 291 E Main building during the week through facilities and classes, while Sisters Farmers Market offers artists the opportunity to sell their work on Sundays in Fir Street Park.

Explore Sisters is eager to provide an ADA accessible wayfinding and visitor information center on the north side of the building along Main Ave in the vestibule. While Explore Sisters is not in a position to operate a robust staffed center, this space is ideal for a cost-effective means to provide guests with resources during their visit. The importance of wayfinding should not be

underestimated and is an essential component to supporting a robust tourist centric community.

Additionally, Explore Sisters is excited about the possibility of collaborating on events and promotions. As our world become increasing high tech, people demand high touch, and the experience makers can provide in addition to the products themselves. As demonstrated through agritourism, studio tours, famers markets, and so much more, artisans, makers and producers help reinforce the community brand, provide a lure to visit and offer an opportunity for partnerships to enhance the destination experience.

**3. Accurately describe proposed Facility use for preliminary land use review.**

For land use purposes, our defined use is; studio space, meeting, workshop, pop-up retail, demonstration and display space.

We have researched the viability of this use with both Community Development Director, Scott Woodford and Fire Safety Manager, Jeff Puller, both of whom have confirmed our proposed use appears to be compliant. Copies of these transactions are included in the appendix of this document.

**4. Provide a description of why your proposal is the best use for the Facility and how your proposal contributes to the benefit of the community.**

The attached proposal serves the City's best interests and presents the highest and best use for the building at 291 E. Main Avenue. This plan for a **Community Cultural and Tourism Hub** strongly aligns with the goals of the **Sisters Country Vision** and supports current challenges and initiatives of several local organizations, many of which have offered letters of support, included in this submittal.

This effort will encourage community engagement and serve as a nucleus for Sisters; melding the efforts of tourism marketing and economic development, bolstering the size and reach of the Farmer's Market, and providing a small yet mighty facility to develop and support entrepreneurial minded artisans, makers, growers and innovators by providing facilities, education and advocacy.

Specifically, this plan aligns with the many of the goals articulated in the Sisters Country Vision Action Plan;

- ✓ Creating Age-Friendly Community: Our classes support children and seniors of all socio-economic classes. Circle of Friends at risk kids are presently given registration priority.
- ✓ Four-Season Tourism & Visitor Destination: An all weather, event ready facility will be wildly helpful to supporting four-season tourism. Locally, an indoor facility with kids activities through the winter is much needed.
- ✓ Oregon's Artisanal Capital: It takes more than a declaration to be seen as Oregon's Artisanal Capital in the eyes of the rest of the state. We have many galleries and events, but are desperately lacking in availability of maker space and mentoring and support systems.
- ✓ Vibrant & Diverse Local Economy and Leadership Training & Development Emphasizing Youth: Sisters Makers is all about building our local economy and helping to ensure our youth have a ladder system to support their growth from youthful dreamers and explorers to dynamic and successful artists, makers, growers and innovators.

**5. Indicate any possible changes or modifications required to the Facility.**

Generally, the building will meet our needs as it exists. Explore Sisters may seek to alter the vestibule slightly in support of their efforts. It will be ideal to install a shop sink in the building and location for that unit will become apparent in the first few months as we acclimate to the building. We will be eager to update the landscaping and work with the City on signage.

Long-term, we believe the building will best serve the community by having a greater opening towards First Street Park on the West side of the building. A larger opening between this building and the park would support larger demonstrations in conjunction with major events; allowing the crowd to view from the park- an exciting concept!

**6. Provide a financial plan or capabilities of leasing the Facility for the terms of the lease, including insurance coverage and your proposed monthly lease amount.**

Sisters Makers seeks to enter into a three-year lease for this building for \$750.00 monthly. This lease amount along with utilities, insurance and maintenance matches the expenses for our current facility and our landlord will of course confirm we have made timely payments. We presently hold insurance through Great Northwest Insurance Brokers for the same array of uses



we have proposed for this facility. We have discussed this building and our potential move with our agent and he is prepared to alter our policy for this building. Our financial plan is included below.

**Sisters Makers Financial Plan**

<b>Sisters Makers Income</b>	<b>Monthly</b>	<b>Yearly</b>
Current Private Funding Sources	\$1970	
2024 Classes and Workshop		\$3300
2024 Member Fees, Farmer's Market, Explore	\$800	
Sisters, Maker Member Fees		
Holiday Market		\$3500
Pop-up Market Retail Commissions		\$1500
	\$2770/mo.	\$8300/yr.
<b>Average Monthly Income:</b>		<b>\$3461/monthly</b>

<b>Sisters Makers Expenses</b>	<b>Monthly</b>	<b>Yearly</b>
Monthly Lease	\$750	
Building & Liability Insurance	\$220	
Power, Water and Garbage	\$350	
Wi-Fi	\$120	
Janitorial Supplies and Snow Maintenance	\$200	
Landscaping		\$1500
Class Materials and Supplies	\$200	
Memberships and Licenses		\$400
Tax Prep		\$500
	\$1840/mo.	\$2400/yr.
<b>Average Monthly Expenses:</b>		<b>\$2040/monthly</b>

**Appendix:**

Page 8-9	Organizational Structure and leadership of Sisters Makers
Page 10	Email Correspondence with Officials Regarding Building Use
Page 11-12	Resume Sisters Makers Management
following	Letters of support from Sisters Farmer's Market, Explore Sisters, Citizens 4 Community, Age Friend Sisters Country and School of Ranch.
Following	Copy of Sisters Country Vision

### **Organizational Structure of Sisters Makers:**

Sisters Makers is a philanthropic effort registered with the State of Oregon (registry number 222165094) operating under an Assumed Business Name. Its Registrant/Owner is Shannon Thorson. Sisters Makers is financially supported by Milroy Thorson Custom and RE:VIVE Construction Services LLC. Our current facility is located at 592 N Sisters Park Court and is too small and inadequately located to realize our mission.

Sisters Makers is currently in discussions with Age Friendly Sisters Country to be incorporated as an official Action Team of Age Friendly Sisters Country, thus operating under the umbrella of a 501(c)3 non-profit organization.

Sisters Makers would be comfortable if the City required Sisters Makers to secure AFSC Action Team status as a condition of lease issuance.

### **Organizational Management of Sisters Makers:**

Sisters Makers is managed by Shannon Thorson and supported by several interested entities. Shannon has a strong history in organizational management, public leadership and start-up ventures, both for-profit and not for-profit. Shannon grew up attending the Sisters rodeo each year as a child. As an adult, Shannon began frequenting Sisters 10 years ago when her son's Father moved to Sisters to accept the position of Head Football Coach for the Outlaws. Her son attended both Sisters High School and McMinnville High School. Shannon has maintained a residence in Sisters for the last several years and is now a full-time resident of Sisters. Shannon's resume is included in the appendix of this proposal.

### **Mission of Sisters Makers:**

*To develop and support entrepreneurial minded artisans, makers, and innovators by providing facilities, education and advocacy.*

**Vision of Sisters Makers:**

*Sisters Makers grows to become a dynamic organization that serves as a fish ladder to provide a wide cadre of necessary support systems for aspiring youth and adult entrepreneurial minded artisans, makers, growers and innovators.*

*Sisters Makers is strong in community engagement and hands-on opportunities for all, ensuring sensitive populations are included.*

*Sisters Makers supports a prosperous economy of entrepreneurial minded artisans, makers, growers and innovators in line with the Sisters Vision.*

**Sisters Makers Sponsors, Partners and Alignments:**

Sisters Makers is presently working on course delivery for at-need populations in partnership with local non-profits; Citizens 4 Community and School of Ranch. We are in active and continual discussions with Sisters Economic Development Staff and Explore Sisters Staff to proceed with collaborative efforts. Additionally, we are in communication with many local organizations with overarching missions.

**Email correspondence from Scott Woodford, Community Development Director and Jeff Puller Fire Safety Manager on the proposed use of Sisters Makers at 291 E Main Avenue.**

On Wed, Jan 31, 2024 at 8:48 AM Scott Woodford < > wrote:  
Shannon,

The parcel at is zoned Downtown Commercial. Here is a link to Section 2.4.200 (Uses) that shows the allowed uses in . Below is a use by use analysis of whether the uses you propose are allowed in the zone.

Artist Studio – Permitted Use

Community Center – Permitted Use

Retail Outlet for farmers market – Permitted Use (the Code calls it “Retail Sales Establishment”)

Pop up market for tourist information – I’d view this as an Accessory Use to the Primary Use of the building, which sounds like retail/community center/artist studio – Accessory Uses are a Permitted Use too.

Hope this helps. Let me know if you have any additional questions.

**Scott Woodford**

Community Development Director

City of Sisters | Community Development Dept.

PO Box 39 | [520 E. Cascade Ave., Sisters, OR 97759](#)

Direct: 541-323-5211 | City Hall: 541-549-6022

[swoodford@ci.sisters.or.us](mailto:swoodford@ci.sisters.or.us) | [www.ci.sisters.or.us](http://www.ci.sisters.or.us)

On Thu, Feb 1, 2024 at 8:55 AM Jeff Puller < > wrote:  
Hi Shannon,

This building is up to date for fire code at its current classified occupancy use which I do not believe it would change with any of the suggested business ideas. Should the occupancy classification need to change it might kick in different required codes but that would need to be assessed at that time. Thank you.

# SHANNON K THORSON

PO Box 1208, Sisters, Oregon 97759 \* (503) 550-3230 \* shthorson@gmail.com

---

## PROFESSIONAL SUMMARY

Well-trained, experienced, and competent professional with proven capacity in fiscal management, project management and organizational start-up ventures. Successful grant writer and administrator. Competent in public communication systems, marketing, web design and social media. Excellent planning, collaboration, personnel management, problem solving and conflict management abilities.

## CORE COMPETENCIES

Project Management  
Grant Writing and Management  
Human Crisis Management  
Community Collaboration  
Human Resource Management

Financial Management  
Public Relations, Marketing & Web  
Building and Planning Codes and Process  
Construction Management  
Conflict Resolution

## PROFESSIONAL EXPERIENCE

### MILROY THORSON CUSTOM / RE:VIVE CONSTRUCTION SERVICES LLC, (2022-PRESENT)

#### *Co-owner/Project Manager/Designer*

- Represent the businesses on the Sisters Economic Advisory Board
- Manages design, development and construction, including contracts and field work, for new construction, retrofit or remodel projects.

### SHANNON THORSON DESIGN + CONSULTING (2008-PRESENT)

- Developed Community Marketing and Tourist Destination Plan for the City of Carlton, Oregon. Engaged City Council, Regional Leaders, Key Business Owners and other Stakeholders in strategy sessions.
- Assisted in the development of Alt, McMinnville's first entrepreneurial incubator and coworking facility.
- Developed and deployed the public launch of Vesuvian Forge, maker of the world's most environmentally friendly concrete. Engaged Oregon State University Engineering Department and Strategic Economic Development Corporation (SEDCOR), local County Commissioners, City Counselors and others to Highlight proof of concept and gain support for grant funding.
- Wrote and oversaw the management of multiple private and public grants.
- Assembled business team and funding to launch Elena's Wine Bar and Carlton & Coast Tavern.
- Developed McMinnville Public Market, a year-round indoor market supporting artisans and small business. In three years, nine individuals grew to establish their own brick-and-mortar locations.
- Helped found "La Casa Verde" a green home building trade show in Yamhill County.

### MCMINNVILLE FIRE DEPARTMENT, (1994-2008)

#### *Fire Marshal /Division Chief/Fire Inspector*

- Led Fire Department public relation and education programs resulting in zero fire related life losses within the jurisdiction during 13 years of service.
- Coordinated with the Red Cross, Salvation Army and other entities to secure emergency housing for fire victims experiencing houselessness.
- Spearheaded development and passage of ORS 479.165, defining competency standards for Fire Marshals.
- Served Governor John Kitzhaber on the Governor's Fire Service Policy Council.
- Supervise, train, and direct full-time and part-time staff, as well as volunteers.
- Serves as member of City Community Development Team to review and approve all commercial zone changes and partition applications within the City of McMinnville, fire district property within Yamhill County, and fire hydrant placement within UGB.
- Develop and apply strategic goals, objectives, and program evaluations, administer division budget, and staffing justifications.
- Plan, coordinate, and conduct all Fire Department Public Relations and Public Education Programs.

## **EDUCATION, CERTIFICATIONS & AFFILIATIONS**

### **GEORGE FOX UNIVERSITY**

B.A. Management and Organizational Leadership  
Completed: 2006

### **HARVARD UNIVERSITY, John F. Kennedy School of Government**

Fellowship: Senior Executives in State and Local Government  
Completed: 2004

### **LINFIELD COLLEGE**

Certificate of Human Resource Management  
Completed: 2004

### **CHEMEKETA COMMUNITY COLLEGE**

A.S. Fire Suppression  
Completed: 1994  
A.S. Fire & Life Safety  
Completed: 1995

### **FEDERAL EMERGENCY MANAGEMENT AGENCY**

Certificate: Fundamentals of Emergency Management  
Completed 2005

### **MEMBER:**

Sisters Economic Development Advisory Board  
Sisters Art Association

## **HUMANITARIAN WORK**

**WAR IN UKRAINE** - Assisted in the evacuation of houselessness victims fleeing Ukraine through the Medyka border crossing

**VETERAN HOUSING** – Coordinated fundraising to furnish housing units for homeless Veterans in Lane County

**HURRICANE RITA** - Staffed food and hydration canteens along the Texas border

**9/11 ATTACK** – Coordinated food, hydration and first aid stations at ground zero



**SISTERS  
FARMERS  
MARKET**

Seed to Table  
PO Box 1812  
Sisters, Oregon, 97759  
(541) 904-0134

Attn: Kerry Prosser  
City of Sisters  
City Manager's Office  
520 E Cascades Avenue  
Sisters, Oregon 97759

February 6, 2024

Dear Kerry Prosser,

We are writing in support of the proposal submitted by Sisters Makers to lease the building at 291 E Main Avenue. This proposal will benefit the Sisters community in three ways: by offering Sisters Farmers Market the opportunity to expand and deepen its community offerings, by providing needed entrepreneurial support for local artists, and by supporting tourism through providing a centrally located, downtown space for Explore Sisters' welcome kiosk. We appreciate the need and opportunity that Sisters Makers has outlined in their proposal and we look forward to working with Sisters Makers to develop this community asset.

Seed to Table's mission is to increase health and wellness of the Central Oregon community through providing equitable access to locally grown, farm fresh produce and offering opportunities in farm-based education. Seed to Table manages Sisters Farmers Market, operating in Fir Street Park on Sundays from June through September. Sisters Farmers Market is growing a vibrant community connecting Oregon farmers, ranchers, makers, and shoppers. The market provides access to fresh foods, locally made goods, and educational activities in a welcoming environment.

Sisters Farmers Market welcomes farm, food, and artisan vendors, who bring a wide range of arts and crafts each Sunday such as pottery, visual art, jewelry, woodworking, clothing, and more. In 2023, Sisters Farmers Market provided weekly retail space to eight Sisters-based artisans and 26 artisans from across Central Oregon. Our annual vendor selection process prioritizes Sisters-based businesses and we are committed to highlighting and promoting Sisters-based artisans at the market.

Sisters Makers' proposed use of 291 E Main building is in strong alignment with Sisters Farmers Market's community vision. As one of the few low-barrier retail opportunities for artisans in Sisters, Sisters Farmers Market supports Sisters Makers' emphasis on providing facilities, education, and advocacy for entrepreneurial artists, makers, and innovators. This proposal establishes a natural connection between Sisters Makers and Sisters Farmers Market: Sisters Makers will support artists in the 291 E Main building during the week through facilities and classes, while Sisters Farmers Market offers artists the opportunity to sell their work on Sundays in Fir Street Park. We look forward to coordinating



with Sisters Makers on use of the building on Sundays and hope to welcome Sisters Makers members as artisan vendors in future seasons.

The proposal from Sisters Makers offers Sisters Farmers Market the opportunity not only to preserve our existing map and use of the park on Sundays, but also to expand. Access to the building at 291 E Main Ave would enable us to welcome five more vendors to the market while improving flow and accessibility within the park. The proposal would preserve one of the ADA-accessible entrances to Fir Street Park that is heavily used by market visitors and vendors and on Sundays. Additionally, this proposal offers Sisters Farmers Market the opportunity to expand and deepen the Community Connections Project, which offers free all-ages activities, live music, and reserved booth space for local nonprofits to share resources and connect with community members. Having access to the building on Sundays would provide a quieter atmosphere for our nonprofit partners to hold conversations and would allow Sisters Farmers Market to host more community activities such as pop-up art classes, kids' cooking demos, acoustic music jams, and maker demonstrations, away from the sounds of live music and a bustling farmers market.

We are excited for this opportunity to work with Sisters Makers' to deepen community connections at Sisters Farmers Market and we support their proposal for leasing 291 E Main Building. We believe Sisters Makers proposed use of the building will be a benefit to Sisters-based artisans, many of whom are Sisters Farmers Market vendors, and we see close alignment between our shared community vision.

Sincerely,

***Holly***

Holly Haddad, Executive Director Seed to Table

***Willa***

Willa Bauman, Sisters Farmers Market Program Manager



February 2, 2024

City of Sisters  
520 East Cascade  
Sisters, OR 97759

Dear City Partners,

Explore Sisters supports artisans, makers and producers and welcomes a partnership with Sisters Makers. Makers are an integral part of the Sisters experience and identity and provide benefit for both residents and guests to the community. The Sisters Country Vision has identified establishing Sisters as an artisanal capital of Oregon as a goal. The Sisters Makers collective and partnerships can be a key component in reaching such an aspirational vision.

In addition to the obvious cultural significance, makers are also a key contributor to local economic impact and workforce development. From a tourism perspective, travelers seek out local product and the makers who create it. As things become increasing high tech, people demand high touch, and the experience makers can provide in addition to the products themselves. As demonstrated through agritourism, studio tours, farmers markets, and so much more, artisans, makers and producers help reinforce the community brand, provide a lure to visit and offer an opportunity for partnerships to enhance the destination experience.

Makers create jobs and careers, sometimes through less understood, yet desirable, pathways. Providing makers with resources to identify those pathways, remove barriers, and lay the groundwork for success is integral to growing and maintaining a thriving workforce and locally crafted and produced products. Sisters Makers can provide the support and exposure to make this a reality and to help ensure the success of makers.

Explore Sisters is excited about the possibilities that the Main Ave building provides. With its accessible location in Sisters' downtown core, amenities, ample space, and proximity to other community assets, the building is positioned well to support the vision of Sisters Makers. Acknowledging the intersection of makers and tourism, in addition to a prime location, Explore Sisters is proposing to install a Visitor Information Center on the north side of the building along Main Ave in the small vestibule between the interior and exterior doors. While Explore Sisters is not in a position to operate a robust staffed center, this space is ideal for a small center that can easily reach guests to provide them with resources during their visit.

We enthusiastically support the Sisters Makers proposal and hope to see the Main Ave building benefit the Sisters community in a positive way.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be "S. Humpert", with a long horizontal line extending to the right.

Scott Humpert  
Executive Director, Explore Sisters

February 6, 2024

Dear City of Sisters staff and Council members,


I am writing to you on behalf of local nonprofit Citizens4Community, and at the request of Sisters Makers – a new organization in town with a mission “to develop and support entrepreneurial minded artisans, makers, and innovators by providing facilities, education and advocacy.”

As you know, Sisters Makers is interested in leasing the City-owned building at 291 E. Main Ave. Based on my conversations with founders Shannon Thorson and JT Milroy, I believe their proposed use of the facility would strongly align with the goals of the \_\_\_\_\_, and thus be of significant benefit to the community. Specifically, I see their business plan as aligning with the following goals articulated in the Sisters Country Vision \_\_\_\_\_:

- **Four-Season Tourism & Visitor Destination** | Sisters Makers would offer an appealing meeting, classroom, and events space for the shoulder seasons and winter months, when indoor venues for tourists and residents alike are in high demand.
- **Oregon’s Artisanal Capital** | A makers studio would be a natural place to showcase Sisters’ robust and diverse array of artisans and related entrepreneurs.
- **Sisters Makers District** | A makers studio next to Fir Street Park could add a cornerstone to the downtown arts community, and help accelerate ongoing exploratory talks about formalizing Sisters’ support for the creative economy.
- **Vibrant & Diverse Local Economy** | The Sisters Makers model offers budding artisan entrepreneurs a gateway to broader local business ambitions.
- **Age-Friendly Community** | As demonstrated by our recent \_\_\_\_\_ organized in partnership with Sisters Makers, the organization is clearly committed to offering creative workshops and outlets for community members of all ages.
- **Small Town Atmosphere** | Sisters Makers would be a natural gathering place for creative-minded community members, and a valuable complement to the small-town ambience at Fir Street Park on Sisters Farmers Market weekends.
- **Leadership Training & Development Emphasizing Youth** | Sisters Makers has the potential to offer valuable extracurricular artistic programming for local students.

I am encouraged by Sisters Makers’ efforts to support our community’s artisan entrepreneurs, and to expand local access to creative pursuits. I encourage you to strongly consider their proposal for the use of 291 E Main Ave.

Warmly,



Kellen Klein

*Executive Director, Citizens4Community*

February 1, 2024

TO: Attn: Kerry Prosser  
City of Sisters  
City Manager's Office  
520 E. Cascades Avenue  
Sisters, Oregon 97759

FROM: Mike Deal, Board President  
Judy Smith, Past Board President  
Age Friendly Sisters Country (AFSC)  
160 S. Oak Street, Suite 100  
Sisters, Oregon 97759

RE: LETTER OF SUPPORT / LEASE PROPOSAL FOR 291 E Main Avenue

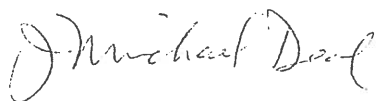
We have met with Sisters Makers and their key members, Explore Sisters and Seed to Table. We believe that Sisters Makers' mission is very consistent with AFSC's championing a livable, resilient Sisters Country that people of all ages are proud to call home. AFSC is currently in discussions with Sisters Makers to consider how they could be incorporated as an official Action Team of AFSC.

We are excited about their plans to collaborate on use of the building at 291 E. Main Avenue to create a Cultural Community and Tourism Center which will benefit a broad cross-section of our community.

We ask that you approve their plan which;

- Allows the Farmer's Market to function into the end of November in support of low-income citizens with Farm Vouchers valid through November.
- Allows Sisters Makers to expand their community classes presently offered in collaboration with Citizens 4 Community, with registration priority to Circle of Friends to support at-need children.
- Allows for Explore Sisters to install a non-staffed visitor station with ADA access.
- Supports the Farmer's Market ability to function more effectively during periods of poor air quality, specifically supporting seniors and those with health conditions.
- Allows the Farmer's Market to accommodate vendors through indoor booth placement.
- Provides much needed studio space for artists, makers and innovators to learn and grow.
- Provides classroom space to support economic development training, community building, provide indoor winter activities and address issues of social isolation.
- Allows for expanded collaboration of community classes with School of Ranch.

Sincerely,



Mike Deal, Board President  
Age Friendly Sisters Country

Sincerely,



Judy Smith, Immediate Past-President  
Age Friendly Sisters Country



January 29, 2024

Kerry Prosser, Assistant City Manager  
City of Sisters  
520 E. Cascades Ave.  
Sisters, Oregon 97759

RE: Letter of Support

This is a letter of support for our partner, Sisters Makers.

School of Ranch, a Central Oregon-based 501c3 nonprofit, hires skilled community members to teach practical and artisan skills. Sisters Makers generously provides space for us to run our workshop at below market rates. This type of support is vital to our ability to sustain ourselves.

We share a common vision with Sisters Makers, one of a vibrant, diverse, peaceful community with economic opportunity for all members. While our product is education, our purpose is to provide common ground for people regardless of politics, beliefs, backgrounds or ages. We all can all agree that if your gate is broken, learning how to fix it is a good idea, and learning in-person with your neighbor can make it a fun social way to build bonds. Without partners like Sisters Makers, our work would be impossible.

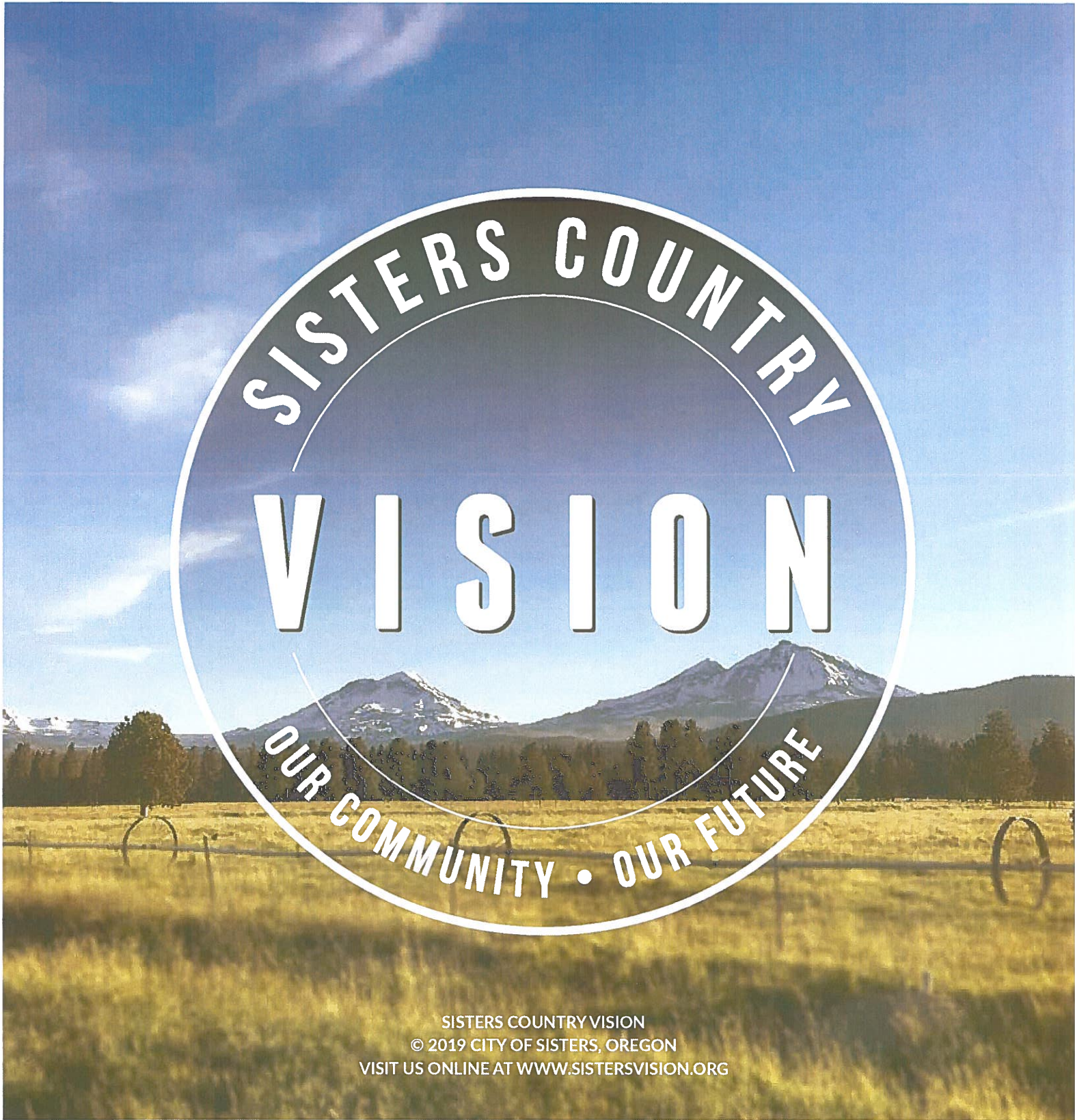
We understand Sisters Makers is collaborating to obtain a lease on a City owned building at 291 E. Main Avenue which will allow for studio space, maker space, additional workshop space, support tourism efforts and will allow the Farmer's Market to expand their programs.

We offer our strong support of this submission and would greatly value additional space to expand our programs. Thanks for your consideration.

Sincerely,

Mark Gross  
Executive Director/Founder  
School of Ranch  
7783 NW 93<sup>rd</sup> Street  
Terrobonne, Oregon 97760

650-224-6750

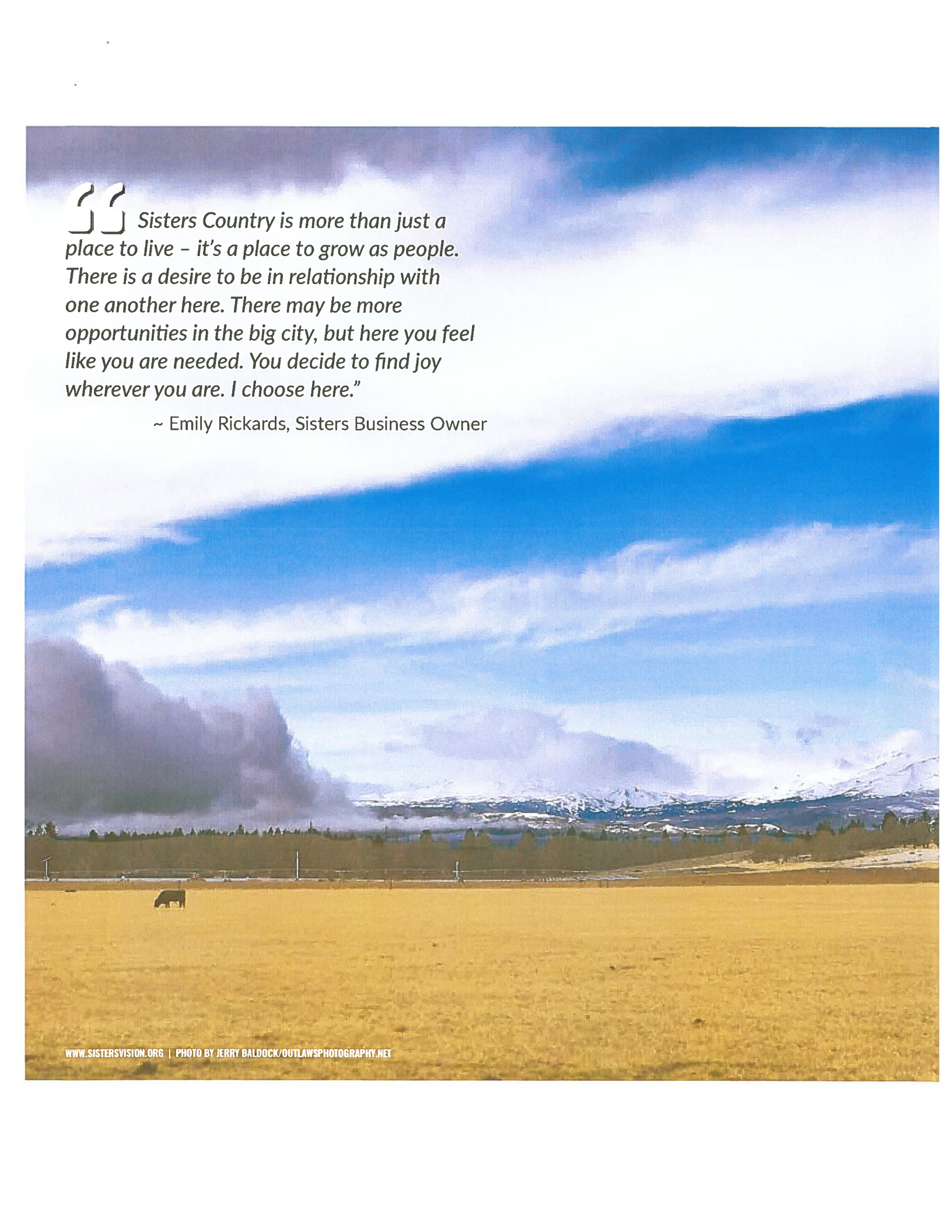


SISTERS COUNTRY

VISION

OUR COMMUNITY • OUR FUTURE

SISTERS COUNTRY VISION  
© 2019 CITY OF SISTERS, OREGON  
VISIT US ONLINE AT [WWW.SISTERSVISION.ORG](http://WWW.SISTERSVISION.ORG)



“ Sisters Country is more than just a place to live – it’s a place to grow as people. There is a desire to be in relationship with one another here. There may be more opportunities in the big city, but here you feel like you are needed. You decide to find joy wherever you are. I choose here.”

~ Emily Rickards, Sisters Business Owner



# SISTERS COUNTRY'S NEW HORIZONS

## BECOME PART OF OUR VISION!

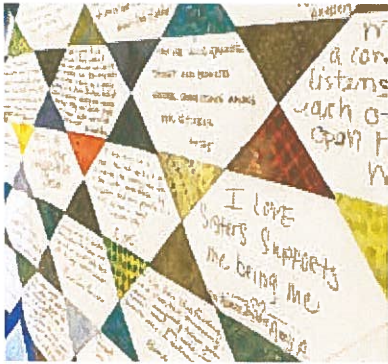
**A Place to Love.** Sisters Country is a stunningly beautiful part of Deschutes County, Oregon. To declare this landscape is loved is an understatement. From native peoples and early settlers, to loggers and mill workers, to today's ranches, farms and diverse communities, anyone who's ever called this place home knows this about Sisters Country: It shapes your life and becomes who you are.

**Sisters Country is Growing and Changing.** At the same time, this land of big views and small town charm is no longer Oregon's best-kept secret. Our population is growing, bringing jobs and business opportunities, as well as new development, visitors and traffic. Growth can challenge our environment, our sense of place, our traditions and community spirit, but such values are our constants as we look to a changing future.

**We're Planning for Our Future.** We're taking a proactive approach in planning ahead. In 2018, the City of Sisters, in partnership with Deschutes County and Central Oregon Intergovernmental Council, sponsored *Sisters Country Horizons*, a community conversation about the future of this place we call home. We engaged nearly 2,000 participants, garnering tens of thousands of individual comments and bold ideas for our community.

**One Vision, 20 Strategies, Unlimited Possibilities.** Today, we have a vision for our future, a plan to get there, and a new name – *Sisters Country Vision*. The Vision Action Plan, developed by citizens is a catalogue of possibilities, with 20 key strategies to be carried out by local government, public agencies, businesses, nonprofits and other partners over the next five-to-ten years. As a 'living' plan, it will inform future decisions and help move us in the direction of our vision.

**An Invitation to Become Part of Our Vision.** Achieving the Sisters Country Vision is one of the most important things we will ever do. With the help of a new Vision Implementation Team, we are shaping change to our advantage, helping keep Sisters Country the special place it is for generations to come. We invite you to join us. Visit *Sisters Country Vision* on the web, download the full action plan, watch for news about this project, roll up your sleeves, and become part of our vision!





# OUR VISION FOR SISTERS COUNTRY

## A LEGACY FOR GENERATIONS TO COME

*Our Vision for Sisters Country is the overarching aspiration for this place we call home. Incorporating input from participants across the community, it reflects the ideas and words of Sisters Country residents themselves – and their intentions for a more prosperous, livable, resilient and connected community.*

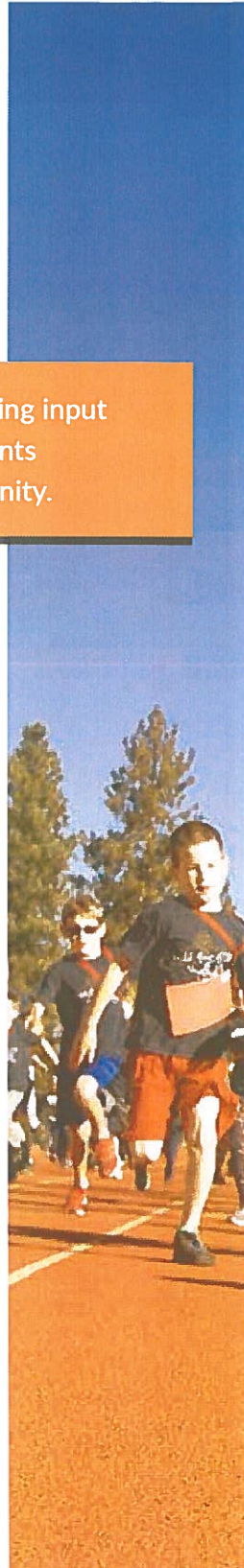
**SISTERS COUNTRY** proudly stands at a pivotal moment in its history – with a past we choose to honor, a present we seek to improve, and a future we aspire to create that is uniquely and positively our own.

*We honor and strive to maintain our spectacular natural environment, our small town feel, the experience of caring and belonging, our outstanding schools, and our Western identity.*

*We actively seek to improve our community's quality of life, economic opportunity and affordability for all residents, and the facilities, programs and services that enrich and sustain our lives.*

*We aspire to create a prosperous economy rooted in arts and craft, recreation, entrepreneurship and innovation, a livable city and region that remain welcoming even as we grow, resilient people better prepared for a challenging world, and a connected community that works together for the common good.*

**OUR VISION** is to seize this moment, choose our preferred future, and create an enduring legacy for generations to come.



“ This is our moment – our time in the sun. We have benefitted from the great people who came before us. We have pride of place and livability, a connected community, and engaged citizens. Now, how do we build on this? How do we manifest a legacy for future generations?”

~ Jack McGowan, Community Activist



“*Sisters Country is an Inspiration Destination – a place to think, create, and innovate. With pioneering economic development strategies, we can create a prosperous Sisters with initiatives that support a diverse and resilient local economy, encouraging entrepreneurship and advocating for the next generation while respecting our community’s shared values and vision.*”

~ Caprielle Foote-Lewis, EDCO-Sisters Area





# PROSPEROUS SISTERS

***Our vision: A prosperous economy rooted in arts and craft, recreation, entrepreneurship and innovation.***

*This focus area is about creating a Sisters Country that is prosperous for all its residents. It covers such topics as jobs, small business, economic development, and entrepreneurial activities that generate livelihoods and income for Sisters Country residents.*

## OUR STRATEGIES FOR A PROSPEROUS SISTERS

**Four-Season Tourism & Visitor Destination.** Strategically develop Sisters Country's tourism and destination economy, increasing the number of shoulder season and winter events and attractions, such as performances, festivals, retreats, educational speaker series, trainings, and outdoors sports tournaments.

**Oregon's Artisanal Capital.** Develop and promote Sisters Country as the "Artisanal Capital of Oregon," building on its strategic location and spectacular environment, expanding the artisanal economy including visual artists, trades and crafts people, musicians, performance artists, writers, brewers, distillers, and farm-to-table chefs.

**Sisters Makers District.** Develop and promote a Sisters Makers District, where wood, metal, and glass crafts, woven crafts, pottery, and arts studios mix with local food and craft beverages, creating a pedestrian friendly zone that compliments, diversifies, and expands the local economy, and supports entrepreneurialism and innovation.

**Vibrant & Diverse Local Economy.** Facilitate local entrepreneurial infrastructure and the development of Sisters-compatible light Industrial land and building inventory, as well as support vocational education and workforce development.

**Forest Service Property Development.** Facilitate the development of a masterplan on the U.S. Forest Service property that is compatible with the community's character and identity, combining mixed-used commercial, residential and recreational facilities that anchor and define the community, create new jobs, and provide housing options.

*Each of the above strategies includes a number of action steps designed to implement it, along with suggested lead partners, potential supporting partners, and milestones and timelines for their achievement. For a full copy of the Vision Action Plan visit: [www.sistersvision.org](http://www.sistersvision.org).*

# LIVABLE SISTERS

***Our vision: A livable city and region that remain welcoming even as we grow.***

*This focus area is about creating a Sisters Country that is livable for all its residents. It covers such topics as growth and planning, housing, transportation, parks and recreation, environmental quality, biking and walking, and other factors that combine to make Sisters Country a great place to live.*

## OUR STRATEGIES FOR A LIVABLE SISTERS

**Walkable Downtown.** Expand pedestrian-friendly amenities in downtown Sisters, encouraging residents and visitors to get out of their cars and walk, including during the evening hours.

**Affordable Housing.** Increase the availability of affordable housing in Sisters Country, including a comprehensive review of the 2010 Sisters Housing Plan, promotion of a diverse mix of housing types, and support for private and volunteer programs that address the issue of housing affordability.

**Integrated Transportation System.** Implement the updated Sisters Transportation System Plan that addresses changes in local and regional growth and new state transportation policies. Determine a preferred alternative to address congestion on Highway 20 in Downtown Sisters, exploring alternate routes and roadway designs, traffic management strategies, bicycle and pedestrian options, signage, and centralized public parking.

**Expanded Trail System.** Support Sisters Trails Alliance and the U.S. Forest Service in expanding and integrating equestrian, bicycle and hiking trails throughout Sisters Country and beyond, connecting unincorporated rural communities with downtown, linking Sisters to Redmond and Bend, and facilitating appropriate access to recreational areas.



**Parks, Recreation & Greenspace.** Identify potential new parks, greenspaces and recreation sites and facilities in Sisters Country to meet the needs of a growing resident population and create new public amenities and visitor attractions. Recognize and honor the City of Sisters' status as a Tree City, and develop a Dark Skies program.

*Each of the above strategies includes a number of action steps designed to implement it, along with suggested lead partners, potential supporting partners, and milestones and timelines for their achievement. For a full copy of the Vision Action Plan visit: [www.sistersvision.org](http://www.sistersvision.org).*





“ Residents of Sisters Country are engaged in their community and cherish the environment and natural beauty that surrounds them. Such values are clearly reflected in our vision for a more livable Sisters, preserving and enhancing the small town feel we all embrace.”

~ Steve Swisher, Deschutes County Planning Commission

“ Along with Sisters Country’s location, beauty and quality of life, come the challenges of keeping our community safe, healthy, and secure. This means increasing our resilience in the face of wildfire, natural hazards and similar threats. The Sisters Country Vision will help keep our community united, alert and prepared for whatever may come our way.”

~ Roger Johnson, Sisters-Camp Sherman Fire District



# RESILIENT SISTERS

***Our vision: Resilient people better prepared for a challenging world.***

*This focus area is about creating a Sisters Country that is resilient and responsive for all its residents. It covers such topics as public safety, health and wellness, social services, fire safety and disaster preparedness, and other initiatives that will help our community to be prepared for unanticipated events or an uncertain future.*

## OUR STRATEGIES FOR A RESILIENT SISTERS

**Urgent Care Facility.** Pursue establishment of a comprehensive urgent care facility in Sisters, providing walk-in and related ambulatory care and medical services for a rapidly growing population and increasing numbers of tourists.

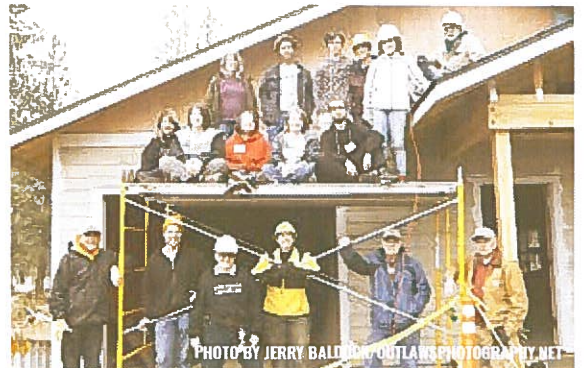
**Communications Connectivity.** Improve communications connectivity and infrastructure (telecommunications, broadband, mobile and Internet services) in Sisters Country with special attention focused on underserved areas.

**Age-Friendly Community.** Support an 'age-friendly' community in Sisters Country, encouraging key organizations to share resources and to advocate for issues relevant to all ages and abilities.

**Fire/Drought Resistant Building & Development Codes.** Review and update the City of Sisters and Deschutes County building and development codes to improve and enhance the fire and drought resistance of homes, communities and landscapes in Sisters Country.

**Disaster Preparedness & Response.** Promote enhanced coordination of disaster preparedness and response efforts in Sisters Country within the statewide network. Improve and enhance natural disaster preparedness and socioeconomic resilience training and education programs.

*Each of the above strategies includes a number of action steps designed to implement it, along with suggested lead partners, potential supporting partners, and milestones and timelines for their achievement. For a full copy of the Vision Action Plan visit: [www.sistersvision.org](http://www.sistersvision.org).*





# CONNECTED SISTERS

*Our vision: A connected community working together for the common good.*

*This focus area is about creating a Sisters Country that is more connected, making all its residents feel welcome and involved. It covers such topics as governance and leadership, education and learning, civic engagement and dialogue, volunteerism, and other things that bind us together as a community.*

## OUR STRATEGIES FOR A CONNECTED SISTERS

**Small Town Atmosphere.** Promote the small-town atmosphere and friendly vibe of Sisters Country as the city and region grow, increasing outreach and opportunities for face-to-face contacts, neighbor-to-neighbor cooperation, and visitors-to-locals connections and commerce.

**Innovation & Distinctive Programming in Schools.** Support the innovative curriculum, distinctive programming, community-based initiatives, and year-round use of existing Sisters School District facilities, bolstering the district as the “hub of the community” and connecting its students to the community and beyond.

**Multi-Purpose Community Center.** Plan, finance and develop a multi-purpose community center in Sisters, featuring year-round programming and opportunities for community members of all ages and abilities to gather and connect, take part in healthy recreation and exercise, and participate in classes, arts, lectures, and community events.


**Diversity & Inclusion.** Bring Sisters Country’s less frequently heard voices into a more diverse, welcoming and inclusive community conversation, fostering greater tolerance in the community, and helping newcomers as well as long-time residents to feel valued and supported.



**Leadership Training & Development Emphasizing Youth.** Develop a deeper pool of leadership through mentorship, education and training, opportunities for civic participation, and community involvement across the generational spectrum with a particular emphasis on youth and young adults.

*Each of the above strategies includes a number of action steps designed to implement it, along with suggested lead partners, potential supporting partners, and milestones and timelines for their achievement. For a full copy of the Vision Action Plan visit: [www.sistersvision.org](http://www.sistersvision.org).*





“ Only when our community exercises empathy are we able to see with the eyes of another, listen with the ears of another, and feel with the heart of another. The Sisters Country Vision seeks to include all Sisters residents, to value one another, and to acknowledge the sometimes quiet yet powerful voices that are not always at the table.”

~ Ruth Jones, OSU Open Campus Juntos Program

# CONTRIBUTORS AND ACKNOWLEDGEMENTS



*In Sisters Country anything can happen when people choose to invest their time and energy.”*

~ John Tehan, Longtime Sisters Country Resident

## PROJECT SPONSOR – City of Sisters, Oregon

**Chuck Ryan**, Mayor  
**Nancy Connolly**, President, City Council  
**David Asson**, Councilor

**Andrea Blum**, Councilor  
**Richard Esterman**, Councilor

## PROJECT PARTNERS

**Deschutes County, Community Development Department**  
**Central Oregon Intergovernmental Council, Community & Economic Development Department (COIC)**

**Oregon’s Kitchen Table initiative, Portland State University**  
**Citizens4Community (C4C)**

## PROJECT MANAGEMENT TEAM (PMT)

**Scott Aycock**, Central Oregon Intergovernmental Council  
**Amy Burgstahler**, Citizens4Community  
**Patrick Davenport**, Sisters Community Development

**Nick Lelack**, Deschutes County Community Development  
**Nicole Mardell**, Deschutes County Community Development  
**Janel Ruehl**, Central Oregon Intergovernmental Council

## VISION ACTION TEAM (VAT)

**Chuck Ryan**, City of Sisters; VAT Chairman  
**Nick Beasley**, Cascade Street Distillery  
**Julie Benson**, Sisters Eagle Airport  
**Paul Bertagna**, City of Sisters  
**Art Blumenkron**, Sisters Planning Commission  
**Bob Burgess**, Sisters Arts Association  
**Amy Burgstahler**, Citizens4Community, Horizons PMT  
**Marie Classen**, Habitat for Humanity  
**Nancy Connolly**, Sisters City Council  
**Patrick Davenport**, City of Sisters, Horizons PMT \*  
**Dixie Eckford**, Sisters Parks Advisory Board  
**Caprielle Foote-Lewis**, EDCO-Sisters Area \*  
**Bill Hall**, Community Activist  
**Robyn Holdman**, Citizens4Community  
**Karen Hulbert-Hickman**, Sisters Rural Area Representative  
**Roger Johnson**, Sisters-Camp Sherman Fire District

**Ann Marland**, Sisters Trail Alliance  
**Jack McGowan**, Sisters-Camp Sherman Fire District Board  
**Nicole Mardell**, Deschutes Country; Horizons PMT \*  
**Suzanne Pepin**, Sisters Rural Area Representative  
**Ian Reid**, U.S. Forest Service, Deschutes National Forest  
**Emily Rickards**, The Open Door Restaurant  
**Janel Ruehl**, COIC; Horizons PMT \*  
**Craig Rullman**, Running Iron  
**Dennis Schmidling**, Sisters Art Association  
**Curtiss Scholl**, Sisters School District  
**Mandee Seeley**, Houseless Persons Advocate  
**Pete Shepherd**, Citizen Activist  
**Steve Swisher**, Deschutes Planning Commission  
**John Tehan**, Sisters Country Property Owner  
**Fran Willis**, Oregon Community Foundation (ret.)

\* Focus Area Team Leaders

### VISION SUMMIT 'STORYTELLERS'

**Keith and Connie Cyrus**, Aspen Lakes Resort  
**Dawn Cooper**, Sisters School District, Family Access Network  
**Emily Rickards**, Open Door Restaurant  
**Bill Willits**, FivePine Lodge

### COMMUNITY VOLUNTEERS

**Patrick Davenport, Robyn Holdman, Davina Luz, Shannon Rackowski, Janel Ruehl, Pete Shepherd, Fran Willis**: Community Workshop Facilitators  
**Iliana Cabrera, Dawn Cooper, Suriana Iverson, Roger Johnson, Ruth Jones, Ian Reid, Katie Stewart**: Special Community Outreach  
**Citizens4Community Values & Visioning Days and Vision Quilt volunteers**

### PROJECT SUPPORT

**Aspen Lakes, FivePine Lodge, Ray's Food Place, Sisters Area Chamber of Commerce, Sisters Camp Sherman Fire District, Sisters High School, Sisters Library, The Nugget**

### SPECIAL THANKS

**Jerry Baldock, Bob Burgess, Amy Burgstahler, Patrick Davenport, Caprielle Foote-Lewis, Robyn Holdman, Carol Jenkins, Roger Johnson, Ann Marland, Cory Mисley, Julie Pieper, Kerry Prosser, Ian Reid, Pete Shepherd, Sue Stafford, Steve Swisher**

### CONSULTING TEAM

**Steven Ames**, NXT Consulting Group, Bend, Oregon  
**Donald Rushmer**, NXT Consulting Group, Portland, Oregon  
**Ruth Williamson**, NXT Affiliate, Ruth Williamson Consulting, Bend, Oregon  
**Steve Maher**, NXT Affiliate, Steve Maher New Media, Wenatchee, Washington  
**Michele Neary**, NXT Affiliate, Mad Bird Design, Portland, Oregon

### PROFESSIONAL SUPPORT

**Sarah Giles, Wendy Willis**: Oregon's Kitchen Table Initiative, Portland State University  
**Nick Lelack, Nicole Mardell, Kyle Collins, Peter Gutowsky, Zechariah Heck, Izze Liu, Matt Martin, Nate Miller, Tarik Rawlings, Jacob Ripper, Peter Russell, Tanya Saltzman, Hether Ward**: Deschutes County Community Development Department  
**Scott Aycock, Janel Ruehl**: Central Oregon Intergovernmental Council  
**Let's Talk Diversity Coalition, Latino Community Association**

### PUBLICATION

**Michele Neary, Mad Bird Design**: Website & Graphic Design  
**Jerry Baldock, outlawsphotography.net**: Principal Photography  
**Gary Miller, Steven Ames, Patrick Davenport**: Additional Photography

### FINANCIAL SUPPORT

**City of Sisters, Oregon**  
**Deschutes County Community Development Department**  
**Central Oregon Intergovernmental Council**





## CITY COUNCIL Staff Report

---

**Meeting Date:** April 10, 2024  
**Type:** Regular  
**Subject:** Budget Committee Appointment

**Staff:** R. Green  
**Dept:** City Manager

---

**Action Requested:** Appoint Robin Smith to the Budget Committee for the term 4/10/2024 - 12/31/2026.

---

### Summary Points:

- Recruitment for the Budget Committee occurred from February 20 through March 8, 2024
- The City received one response.

The Budget Committee meets each spring to review the budget proposed by the City Manager. Members of the Budget Committee are required to:

- Hold properly noticed meetings in public;
- Receive the budget message and document;
- Provide members of the public with an opportunity to ask questions about and comment on the budget; and
- Approve the budget as submitted or revised by the Budget Committee.

**Financial Impact:** None

---

**Attachments:** NA