



Wednesday, September 22, 2021

This City Council meeting is accessible to the public either in person in the Council Chambers at 520 E. Cascade Avenue, Sisters, OR 97759 or via Zoom at the link below.

If attending the meeting in person, masks are required, regardless of vaccination status.

Click on the link below to join the meeting:

<https://us02web.zoom.us/j/84987910618?pwd=ZXVTdzVqQ2U1dFFOZ1BySUZGQy9TQT09>

Meeting ID: 849 8791 0618 Passcode: 123045

5:30 P.M. WORKSHOP

1. Regional Economy Update-*Runberg*
2. Discussion of Economic Development of Central Oregon Contract- *Misley*
3. Other Business-*Staff/Council*

6:30 P.M. CITY COUNCIL REGULAR MEETING

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **VISITOR COMMUNICATION**
5. **CONSENT AGENDA**
 - A. Minutes
 1. September 08, 2021-Workshop
 - B. Bills to Approve.
 1. September 17, 2021- Accounts Payable
6. **COUNCIL BUSINESS**
 - A. **Consideration of Ordinance 517:** AN ORDINANCE ADOPTING THE 2040 COMPREHENSIVE PLAN TO REPLACE AND SUPERSEDE ALL PRIOR COMPREHENSIVE PLANS-*Woodford*
7. **OTHER BUSINESS**
 - A. Follow-up Conversation on the Early Child Care Business Start Accelerator Program- *Preedin*

This agenda is also available via the Internet at www.ci.sisters.or.us

B. Staff Comments

8. MAYOR/COUNCILOR BUSINESS

9. 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-eight (48) hours in advance of the meeting.

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

The City of Sisters is an Equal Opportunity Provider

ECONOMIC DEVELOPMENT SERVICES AGREEMENT

This Economic Development Services Agreement (this "Agreement") is entered into on June 12, 2019, but made effective for all purposes as of July 1, 2019 (the "Effective Date"), between City of Sisters ("City"), an Oregon municipal corporation, whose address is 520 E Cascade Avenue, Sisters, Oregon 97759, and Economic Development for Central Oregon, Inc. ("EDCO"), an Oregon nonprofit corporation, whose address is 705 Bonnett Way #1000, Bend, Oregon 97702. City and EDCO may be referred to each individually as a "Party," and collectively as the "Parties."

STATEMENT OF FACTS:

A. City and EDCO are parties to a certain Economic Development Services Agreement dated July 01, 2018 (the "Original Agreement") pursuant to which EDCO agreed to provide certain economic development services for and on behalf of City, including, without limitation, operating an economic development program to serve City as well as the area outside the incorporated City limits known as "Sisters Country" (the "Program"). The initial term of the Original Agreement expires on June 30, 2019.

B. The Program is focused on a multi-faceted economic development strategy aimed at growing the base of locally operated traded-sector businesses that provide a diverse range of family wage jobs and economic diversification. City and EDCO desire to continue the Program. City wishes to continue having EDCO provide administrative support and provide a local Program Manager (defined below) for the Program. EDCO is willing to continue to administer the Program and to employ a Program Manager for that purpose. This Agreement contains the Parties' agreement for EDCO's continued administration of the Program.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Services; Program.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, EDCO will manage and provide administrative support for the Program for and on behalf of City (collectively, the "Services"). EDCO will report to City's city manager or his or her designee (the "City Manager") and will consult with and advise the City Manager on all matters concerning the Services. EDCO acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services. City acknowledges and agrees that EDCO may provide services for and on behalf of others, including, without limitation, other cities, counties, and other organizations and entities, that are the same or similar to the Services.

1.2 Coordination; Schedule of Services. EDCO will coordinate its performance of the Services with the City Manager. EDCO and City will routinely consult with each other to ensure effective and efficient provision of the Services and to manage related expenses. The Program Manager (defined below) and the City Manager will meet no less than monthly to review the Program and Services.

1.3 Program; Program Manager. The Program is and will be designed to provide substantive solutions relating to workforce issues, business finance, marketing, access to incentive programs, real estate development, and other factors impacting businesses in City. EDCO will hire, employ, and direct a program manager (the "Program Manager") for the Program who will supervise and run the Program and oversee all elements of the Program in parallel with EDCO's other outreach efforts for business recruitment, expansion, and retention activities. As of the Effective Date, Caprielle Foote-Lewis is the Program Manager. During the term of this Agreement, any new Program Manager will be selected by a hiring panel composed of the EDCO CEO and five Sisters and/or Sisters Country community leaders selected jointly by EDCO and City. Notwithstanding the foregoing, under no circumstances will EDCO be obligated to hire a Program Manager to whom it objects. The Program Manager is an EDCO employee. EDCO will be responsible for all oversight, management, supervision, direction, and control of the Program Manager. EDCO will have the sole right to (a) determine the Program Manager's job duties, compensation and benefits, hours of work, and other working conditions, and (b) terminate the Program Manager's employment. City, either through its elected officials or the Advisory Board (defined below), will provide feedback to EDCO regarding the Program Manager's performance. The Program Manager must be a resident of City or Sisters Country. EDCO will present a quarterly Program report to City's city council at a regularly scheduled council meeting, which report will include a revenue and expense report for the Program.

1.4 Office Space. City or the local business community will provide proper and adequate office space, utilities, supplies and equipment to EDCO free of charge for EDCO's Program personnel, for the sole purpose of performing the Services and managing the Program.

1.5 Board Representation. A representative from the Sisters community, in addition to City's appointment of its "Platinum Membership Representative," will be appointed (by City's city council) to serve on the EDCO Board of Directors and will be expected to play an active role in monitoring and providing feedback for improving the Services performed by EDCO.

1.6 Advisory Board. A local advisory board (the "Advisory Board") comprised of not less than nine (9) and not more than thirteen (13) members will meet regularly (monthly or every other month) and have the following primary responsibilities: (a) assist the Program Manager, as needed, with making the Program successful and effective; (b) provide perspective on Program and Program Manager performance to EDCO's CEO and COO; and (c) lead local private fundraising efforts to support the Program. A principal responsibility of the Advisory Board pertaining to (a), above, is to complete a *Strategic Plan* identifying benchmark goals for recommendation to EDCO and the Program Manager. Advisory Board members will be selected by mutual agreement of EDCO and City and will serve terms of one to three years each. The Program Manager will serve as staff to the Advisory Board and assist the Advisory Board chair (and/or members) by organizing agenda priorities for discussion at meetings and proceedings of the Advisory Board. Minutes of meetings, including attendance, will be prepared by the Advisory Board and shared with City management for dissemination to the City Council. Failure by an Advisory Board member to attend at least seventy percent (70%) of the board's meetings in a twelve-month period may result in the member's removal, as mutually determined by City and EDCO.

1.7 Conditions Precedent. Notwithstanding anything contained in this Agreement to the contrary, each Party's performance of its obligations under this Agreement is conditioned on the other Party's performance of its obligations under this Agreement, including, without limitation, those EDCO obligations described under Section 4.4.

2. Compensation; Funding.

2.1 Compensation; No Benefits; No Reimbursement. Subject to the terms and conditions contained in this Agreement, in consideration of EDCO's timely performance of the Services relating to the Program in accordance with this Agreement, City will pay EDCO in the amount of \$12,500.00 per calendar quarter, prorated for any partial quarters, as payment for the Services performed in that quarter. EDCO will submit quarterly invoices to City within ten (10) days following the end of each quarter for the Services performed by EDCO during the immediately preceding quarter (each an "Invoice"). Each Invoice will contain the following information: (a) a summary of the Services performed by EDCO (and by whom); (b) the number of hours (or fraction thereof) each person spent to perform the Services; and (c) any other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. Except as may be expressly provided otherwise in this Agreement: (i) EDCO will provide, at EDCO's sole cost and expense, all materials, equipment, and supplies necessary or appropriate to perform the Services; and (ii) City will not reimburse EDCO for any expenses EDCO incurs to perform the Services and/or provide or reimburse EDCO for any benefits or compensation paid by EDCO in connection with the Services or the Program. Notwithstanding anything contained in this Agreement to the contrary, the total compensation payable by City to EDCO under this Agreement for the Services relating to the Program will not exceed \$12,500.00 per quarter (excluding any amounts paid to EDCO under Section 2.2).

2.2 Private Fundraising.

2.2.1 EDCO and City agree that the Advisory Board and/or its fundraising committee (if any) is responsible to pursue private funds and/or in-kind contributions for purposes of supporting the Program and Services. EDCO will use any funds raised by the Advisory Board from sources within City and Sisters Country for Program purposes only; City will use funds raised by the Advisory Board for purposes of supporting the Program and/or economic development in City.

2.2.2 During the term of this Agreement, the Advisory Board will notify City in writing of private funding secured by the Advisory Board. Such notice will include (a) the funding source(s), including contact information, (b) the amount of funding, and (c) all other information requested by City. City will provide invoice(s) to the identified funding source(s) within thirty (30) days after receiving EDCO's notice or at such later date requested by the Advisory Board in the applicable notice.

2.2.3 Within thirty (30) days after City's receipt of any private funding, City will pay EDCO the private funding (or a portion thereof) secured by the Advisory Board (and/or its fundraising committee) subject to and in accordance with this Section 2.2. Notwithstanding anything contained in this Agreement to the contrary, total private funding payable by City to EDCO under this Section 2.2 will not exceed the following amounts per applicable year:

<u>Year</u>	<u>Maximum Amount</u>
July 1, 2019 – June 30, 2020:	\$8,000.00
July 1, 2020 – June 30, 2021:	\$10,000.00
July 1, 2021 – June 30, 2022:	\$13,000.00

2.2.4 For purposes of calculating the total private funding payable by City to EDCO each year under Section 2.2.3, the date(s) City receives private funding will determine the applicable year and maximum amount. Any funds received by City in a year in excess of the applicable maximum

amount under Section 2.2.3 will be the property of City; provided, however, City will use such funds for purposes consistent with Section 2.2.1. Notwithstanding anything contained in this agreement to the contrary, if private funds collected and received by City in a year are less than the applicable maximum amount identified in Section 2.2.3, EDCO will be entitled to only funds collected by City (not to exceed the amounts identified in Section 2.2.3) and City will have no additional payment obligation to EDCO.

3. Relationship.

3.1 Independent Contractor. EDCO is an independent contractor of City. Neither EDCO nor the Program Manager will be considered an employee of City. EDCO will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and EDCO and does not establish a joint venture or partnership between City and EDCO. Neither Party has the authority to bind the other Party or to represent to any person that the Party is an agent of the other Party. EDCO has the sole authority to hire other persons to assist EDCO in performing the Services, and has the sole authority to fire such persons.

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

4. EDCO's Representations; Warranties; Covenants.

Except for the express warranties stated in this Agreement, EDCO expressly disclaims all warranties with respect to the Services, express and implied, including, without limitation, any warranties that may have arisen or may arise from course of performance, course of dealing, or usage of trade. Notwithstanding the immediately preceding sentence, EDCO represents, warrants, and covenants to City as set forth below in this Section 4.

4.1 Authority; Binding Obligation; Conflicts. EDCO is duly organized and validly existing under applicable Oregon law. EDCO has full power and authority to sign and deliver this Agreement and to perform all of EDCO's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of EDCO, enforceable against EDCO in accordance with its terms. The signing and delivery of this Agreement by EDCO and the performance by EDCO of all EDCO's obligations under this Agreement will not (a) breach any agreement to which EDCO is a party, or give any person the right to accelerate any obligation of EDCO, (b) violate any law, judgment, or order to which EDCO is subject, or (c) require the consent, authorization, or approval of any person or entity other than EDCO.

4.2 Quality of Services. EDCO will perform the Services to the best of EDCO's ability, diligently, in good faith, in a professional manner, and consistent with the terms and conditions contained in this Agreement. EDCO will be solely responsible for performing the Services. EDCO will make all decisions called for within a reasonable period of time under the circumstances.

4.3 Insurance. During the term of this Agreement, EDCO will obtain and maintain, in addition to any other insurance required under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to EDCO's

performance of its obligations under this Agreement (including damages as a result of death or injury to any person or destruction or damage to any property) with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by EDCO in connection with EDCO's performance of the Services with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content reasonably satisfactory to City, will list City and each City Representative (as defined below) as an additional insured, and will contain a severability of interest clause. The workers' compensation insurance will contain a waiver of subrogation in favor of City. The insurance EDCO is required to obtain under this Agreement may not be cancelled without ten (10) days' prior written notice to City. EDCO's insurance will be primary and any insurance carried by City will be excess and noncontributing. EDCO will furnish City with appropriate documentation evidencing the insurance coverage (and provisions) and endorsements EDCO is required to obtain under this Agreement on EDCO's execution of this Agreement and at any other time reasonably requested by City.

4.4 Compliance With Laws. EDCO will perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, EDCO will comply with each obligation applicable to EDCO in connection with this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes may be referred to as the "Incorporated Statutes" and are incorporated herein by reference. EDCO has obtained, or will timely obtain, all licenses, approvals, and certificates necessary or appropriate for EDCO to perform the Services. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and ordinances related to this Agreement and/or EDCO's performance of the Services, including, without limitation, the Incorporated Statutes.

4.5 Records. EDCO will maintain complete and accurate records concerning all Services performed, including tax, financial, and accounting records relating to document revenue and expenses relative to the Program and Services rendered, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the expiration or earlier termination of this Agreement. EDCO's records will be maintained in accordance with sound accounting practices. EDCO's records concerning the Services, including EDCO's time and billing records, will be made reasonably and promptly available to City for inspection, copying, and audit on City's request.

5. City's Representations; Warranties; Covenants.

In addition to any other City representation, warranty, or covenant stated in this Agreement, City represents, warrants, and covenants to EDCO as set forth below in this Section 5.

5.1 Authority; Binding Obligation; Conflicts. City has full power and authority to sign and deliver this Agreement and to perform all City's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of City, enforceable against City in accordance with its terms. The signing and delivery of this Agreement by City and the performance by City of all City's obligations under this Agreement will not (a) breach any agreement to which City is a party, or give any person the right to accelerate any obligation of City, (b) violate any law, judgment, or order to which City is subject, or (c) require the consent, authorization, or approval of any person or entity other than City.

5.2 Timely Decisions. City will make all decisions called for within a reasonable period of time under the circumstances.

5.3 Compliance With Laws. In connection with this Agreement and its subject matter, City will act in accordance with all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and ordinances. Without otherwise limiting the generality of the immediately preceding sentence, City will comply with each obligation applicable to City in connection with this Agreement under the Incorporated Statutes.

6. Term; Termination.

6.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commences on the Effective Date and will continue until June 30, 2022, unless sooner terminated as provided in this Agreement.

6.2 Termination by Mutual Agreement or City's Prior Notice. Notwithstanding anything contained in this Agreement to the contrary, (a) this Agreement may be terminated at any time by the mutual written agreement of City and EDCO, (b) City may terminate this Agreement for convenience and without cause by giving EDCO ninety (90) days' prior written notice of such termination to EDCO, and/or (c) City may terminate this Agreement immediately on notice to EDCO if City determines that City does not have adequate funding to support the Services or Program.

6.3 Termination for Cause. Subject to Section 6.4, either Party may terminate this Agreement immediately upon notice to the other Party on the occurrence of any of the following events: (a) continuous and repeated problems occur in connection with the other Party's performance of the other Party's obligations contained in this Agreement; or (b) the other Party breaches or otherwise fails to perform any of such other Party's representations, warranties, covenants, or obligations contained in this Agreement.

6.4 Prior Notice of Default. Prior to a Party's termination of this Agreement under Section 6.3, the non-defaulting Party will provide the alleged defaulting Party prior written notice of the alleged default (the "Default Notice"), which Default Notice must specify with reasonable particularity the default the non-defaulting Party believes exists. Commencing on the alleged defaulting Party's receipt of the Default Notice, the alleged defaulting Party will have twenty (20) days within which to cure or remedy the alleged default(s) (the "Cure Period"); provided, however, if the nature of the default(s) is such that it cannot be completely remedied or cured within the Cure Period, there will not be a default by the alleged defaulting Party under this Agreement if the alleged defaulting Party begins correction of the default within the Cure Period and thereafter proceeds with reasonable diligence to effect the remedy as soon as practicable and not more than sixty (60) days after the alleged defaulting Party's receipt of the Default Notice. Notwithstanding anything contained in this Agreement to the contrary, a non-defaulting Party is not required to provide, and the alleged defaulting Party is not entitled to receive, a Default Notice on the alleged defaulting Party's commitment of a default of a provision of this Agreement if the alleged defaulting Party has previously received a Default Notice within the immediately preceding twelve (12) month period. Termination of this Agreement will not constitute a waiver or termination of any rights, claims, or causes of action the non-defaulting Party may have against the defaulting Party.

6.5 Consequences of Termination; Survival. Upon termination of this Agreement, neither Party will be obligated to reimburse or pay the other Party for any continuing contractual commitments to others or for damages arising from the cancellation of such contractual commitments. Without otherwise limiting the generality of the immediately preceding sentence, EDCO acknowledges and agrees that upon termination of this Agreement City will have no obligation to reimburse or pay EDCO and/or any funding source any private funding received by City under Section 2.2, except as expressly provided otherwise in this Section 6.5. Upon termination of this Agreement, City will pay EDCO a portion of private funding received by City prior to the date of termination in accordance with Section 2.2; provided, however, the applicable annual not-to-exceed amount identified in Section 2.2.3 will be prorated (reduced) for any partial year of this Agreement. Any residual private funding received by City on or after the date of termination and/or in excess of the prorated maximum amount will be retained by City for purposes of economic development. The termination of this Agreement, regardless of how it occurs, will not relieve a Party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so.

7. Indemnification.

7.1 EDCO – Indemnification. To the fullest extent permitted by the Laws, EDCO will defend, indemnify, and hold City, and each present and future City employee, officer, agent, and representative (collectively, “City’s Representatives”), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of EDCO’s provision of the Services and/or breach of and/or failure to perform any representation, warranty, covenant, or obligation of EDCO under this Agreement. EDCO’s indemnification obligations provided in this Section 7.1 will survive the termination of this Agreement.

7.2 City – Indemnification. To the fullest extent permitted by the Laws, City will defend, indemnify, and hold EDCO, and all of EDCO’s present and future directors, officers, employees, agents and representatives, harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of City’s breach of or failure to perform any representation, warranty, covenant, or obligation of City under this Agreement. City’s indemnification obligations provided in this Section 7.2 will survive the termination of this Agreement.

8. Contingencies; Limitation of Liability.

8.1 Contingencies. Neither Party will be responsible for failure to perform the Party’s obligations under this Agreement due to contingencies beyond the Party’s reasonable control, including without limitation, earthquakes, floods, tornadoes, and other acts of Nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a Party will be delayed by a contingency, the Party will promptly notify the other Party. Each Party will use commercially reasonable efforts to remove the contingency as soon as practicable.

8.2 Limitation of Liability. Notwithstanding any other provision of this Agreement, EDCO’s aggregate monetary liability to City for any reason and for any and all causes of action, whether in contract, tort, or otherwise, will not exceed the amount that City has paid to EDCO for the Services during the 12-month period immediately before the date the cause of action accrued. EDCO’s price for

the Services and EDCO's obligations under this Agreement are consideration for limiting EDCO's liability to City.

9. Ownership of Studies and Reports. The Creative Work (defined below) is, was, and will be specially ordered and commissioned for use by City, and is a work made for hire for copyright purposes to the extent it qualifies as such under applicable law. If any Creative Work, in whole or in part, does not qualify as work made for hire, then EDCO hereby assigns to City its entire interest in the Creative Work (if any), including all copyrights, patent rights, trade secret rights, trademark rights, moral rights, and other intellectual and proprietary rights in and to the Creative Work. At the request and expense of City, EDCO will sign such documents and take such actions that City deems reasonably necessary to perfect, protect, and evidence City's rights in the Creative Work. For purposes of this Agreement, "Creative Work" means any work that EDCO creates or has created in connection with the Services provided to City pursuant to this Agreement, and specifically excludes all of EDCO's existing inventions, trade secrets, trademarks, technology, copyrights, and other intellectual property or proprietary information not created for the City pursuant to this Agreement.

10. Confidential Information. For purposes of this Section 10, a Party receiving Confidential Information from the other Party may be referred to as the "receiving Party" and the Party disclosing such information may be referred to as the "disclosing Party". During the term of this Agreement, and at all times thereafter, the receiving Party will maintain all Confidential Information (as defined below) of the disclosing Party in the strictest confidence and will not directly or indirectly use, communicate, or disclose any Confidential Information to any person, or remove or make reproductions of any Confidential Information, except that (a) EDCO may use Confidential Information of City to perform the Services to the extent necessary or appropriate, and (b) the receiving Party may communicate or disclose Confidential Information of the disclosing Party in accordance with a judicial or other governmental order or as required by applicable law, but the receiving Party must promptly notify the disclosing Party prior to making such disclosure. The receiving Party will promptly notify the disclosing Party of any unauthorized use, communication, or disclosure of any Confidential Information of the disclosing Party in violation of this Section 10, and will assist the disclosing Party in retrieving any Confidential Information of the disclosing Party that was used, communicated, or disclosed by the receiving Party in violation of this Section 10 and to mitigate the harm caused by such unauthorized use, communication, or disclosure. On the earlier of the disclosing Party's request or the termination of this Agreement, the receiving Party will promptly return to the disclosing Party all documents, instruments, and materials containing the disclosing Party's Confidential Information accessed or received by the receiving Party, together with all copies and summaries of such Confidential Information in the receiving Party's possession or control. Notwithstanding anything contained in this Agreement to the contrary, the terms of this Section 10 do not operate to transfer any ownership or other rights in or to the Confidential Information to the receiving Party or any other person. For purposes of this Agreement, the term "Confidential Information" means all documentation, information, and materials disclosed by the disclosing Party to the receiving Party that is marked or identified by the disclosing Party orally or in writing as confidential, which may include, without limitation, any documentation, information, and materials relating to or concerning the disclosing Party's (and any of the disclosing Party's clients' or business relations') future plans, business affairs, employment, legal, and litigation matters that need to be protected from improper disclosure, in whatever form (e.g., hard and electronic copies, etc.). Notwithstanding the foregoing, the term "Confidential Information" does not include City's public records which are non-exempt public records under applicable federal, state, and/or local laws. Further, the receiving Party will not breach this Section 10 by using or disclosing Confidential Information if the receiving Party demonstrates that the information used or disclosed: (i) is generally available to the

public other than as a result of a disclosure by the receiving Party or an employee or other representative of the receiving Party; (ii) was received by the receiving Party from another person without any limitations on use or disclosure, but only if the receiving Party had no reason to believe that the other person was prohibited from using or disclosing the information by a contractual or fiduciary obligation; or (iii) was independently developed by the receiving Party without using Confidential Information of the disclosing Party.

11. Miscellaneous.

11.1 Severability; Assignment; Binding Effect; Further Assurances; Time of the Essence. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained in this Agreement. Neither Party may assign any of the Party's rights or obligations under this Agreement without the other Party's prior written consent. Subject to the immediately preceding sentence, this Agreement will be binding on the Parties and their respective successors and permitted assigns and will inure to their benefit. The Parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Time is of the essence with respect to the performance of the Parties' obligations under this Agreement.

11.2 Negotiations; Arbitration; Attorney Fees. If any claim, dispute, or controversy arises out of or related to this Agreement or its subject matter (a "Dispute"), City and EDCO will first attempt to reach a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. Except as otherwise provided below in this Section 11.2, if any Dispute is not resolved by negotiated resolution as set forth above, the Dispute will be settled by arbitration before a single arbitrator in Bend, Oregon. If the Parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the Parties. If the Parties do not agree on an arbitrator, each Party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business law. The arbitration will be initiated by filing a claim with Arbitration Service of Portland, Inc. ("ASP"), and will be conducted in accordance with the then-current rules of ASP. The resolution of any dispute, controversy, or claim as determined by the arbitrator will be binding on the Parties. Judgment on the award of the arbitrator may be entered by any Party in any court having jurisdiction. A Party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim. Any such action, suit, or proceeding will be litigated in courts located in Deschutes County, Oregon. For the purposes set forth in the immediately preceding sentence, each Party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. For purpose of this Agreement, the United States District Court for the District of Oregon, Eugene Division is deemed located in Deschutes County, Oregon. If any arbitration or litigation is instituted to interpret, enforce, and/rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

11.3 Governing Law; Remedies. This Agreement is governed by the laws of the State of Oregon, the state in which this Agreement is deemed to have been executed and delivered, without

giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. If a Party breaches or otherwise fails to perform any of its representations, warranties, covenants, or obligations under this Agreement, the non-defaulting Party may, in addition to any other remedy provided to the non-defaulting Party under this Agreement, pursue all remedies available to the non-defaulting Party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

11.4 Notices. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the Parties at the addresses first set forth above, or any other address that a Party may designate by notice to the other Party, and are considered delivered on actual receipt if delivered personally, by fax or email transmission (with electronic confirmation or delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

11.5 Modification, Waiver, Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by the Parties. No waiver by either Party at any time of any breach of, or lack of compliance with, any condition or provision of this Agreement will be deemed a waiver of other provisions or conditions of this Agreement. This Agreement contains the entire agreement and understanding between the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement, including, without limitation, the Original Agreement.

11.6 Construction. The language in all parts of this Agreement will in all cases be construed according to its fair meaning and not strictly for or against either of the Parties. Without limitation, there will be no presumption against either Party on the ground that such Party was responsible for drafting this Agreement or any part of it. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

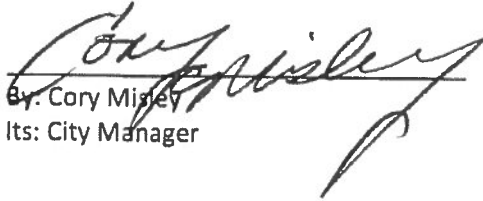
11.7 Signatures. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Electronic signatures and copies of signature by electronic scan, facsimile or otherwise will be treated as original signatures.

11.8 Authority. By signing below, each signatory to this Agreement represents and warrants that the signatory has the authority to execute this Agreement on behalf of the Party for whom the signatory is signing, and to bind such Party to the terms of this Agreement.

[end of agreement – signature page immediately follows]

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

CITY:
City of Sisters,
an Oregon municipal corporation


By: Cory Miskley
Its: City Manager

EDCO:
Economic Development for Central Oregon, Inc.,
an Oregon nonprofit corporation


By: Roger Lee
Its: CEO

MEMBERS PRESENT:

Michael Preedin	Mayor
Nancy Connolly	Council President
Andrea Blum	Councilor
Jennifer Letz	Councilor
Gary Ross	Councilor

STAFF PRESENT:

Cory Misley	City Manager
Paul Bertagna	PW Director
Joe O'Neill	Finance Director
Scott Woodford	CDD Director
Kerry Prosser	City Recorder

GUEST:

Ken Betschart Director, Small Business Development Center at COCC

Mayor Preedin called the workshop to order at 6:00 pm.

1. Early Child Care Business Start Accelerator

Mayor Preedin introduced Ken Betschart, the Director of the Small Business Development Center at Central Oregon Community College (COCC).

Ken Betschart reviewed the Small Business Development Center (SBDC) had been offering practical courses for small business owners in Central Oregon for over 25 years. These were non-credited courses that offered one on one advisory assistance. The participants learn in the classroom and then work with advisors on applying the classroom learning in their business.

The SBDC program thought this concept could be applied to help with the childcare problem in Central Oregon. They were working with Neighbor Impact to create an early childcare business start accelerator program.

This program would focus on creating new Home-based childcare businesses through a four-month education program and 1:1 advising. Course curriculum weaved the State of Oregon Licensing requirements, taught by Neighbor Impact, with business topics taught by Central Oregon Community College-Small Business Development Center (COCC-SBDC), focusing primarily on launching and effectively managing a business. Program participants would be assigned a business adviser who would then work together to identify and prioritize the most critical outcomes for success.

There would be three cohorts of 15 people, with the first course starting in October. The goal was to open 250 childcare spots in Central Oregon.

Mayor Preedin commented that lack of childcare was both a local and regional issue; with people commuting between communities, this program could help solve some of the daycare issues in the region.

Councilor Ross commented the business accelerator was moving in a good direction. One way for people to get back into the workforce was childcare; they hoped Sisters businesses might be able to participate in the program.

Director Betschart noted that if the participant became certified in addition to the educational component, they would get \$5,000 grant to start their business. Currently, they were not charging tuition for this program; the program was 2/3 funded by Bend and Deschutes County.

Council President Connolly asked if current providers, like Sisters Parks and Recreation Department, would be eligible for the \$5,000 grant to help them expand their programs. Director Betschart replied they would not be eligible right now, but they are considering a program to help home-based providers to move into commercial spaces. There might be a program in the future to address the needs of established providers.

Councilor Letz thought the seed money was critical to help people get started; there were many barriers to becoming a registered daycare. They said there was a lot of movement at the State level on the childcare issue; would you have enough capacity to educate the participants in the new State funding opportunities. Director Betschart replied that it would be part of the program curriculum; if they become certified, they would help them with the process. Another inclusion in the program was a one-year license to Wonder School, a software program for home childcare that helped with scheduling, invoicing, etc.

Councilor Letz asked what the interest was from possible providers. Director Betschart replied each cohort would have 15 slots, and they would be full for the October session. They had not started recruiting for the January session yet, but Neighbor Impact had 20-30 individuals who fit the program criteria. They said Neighbor Impact would take the lead on recruiting for the program.

Councilor Blum commented it sounded like a fabulous program. They asked what the individual tuition cost would be for a business. Director Betschart replied the program would cost \$8,000 for the entire process, including the \$5,000 seed money.

Mayor Preedin asked each Councilor to think about the program and how much Sisters might want to contribute.

City Manager Misley asked how much other entities had contributed. Director Betschart replied that the program's total cost was \$360,000, and they were currently funded at \$250,000 from Deschutes County and the City of Bend. They were talking with Redmond, Prineville, and others to work on filling in the funding gap.

City Manager Misley asked if Sisters contributed funding, was there a way to make sure local Sisters childcare providers could participate in the program. Director Betschart explained that a provider opening in Bend might allow a person to commute to Sisters for work and vice versa. They said we would measure where participants were coming from, but there would be soft benefits that were not measurable.

Mayor Preedin thanked Director Betschart for the presentation.

2. Other Business

Finance Department-Director O'Neill

- The staff was halfway through audit fieldwork.
- Director O'Neill had met with a bond counsel and a broker specializing in government transactions to look at future funding for Urban Renewal projects.

The meeting adjourned at 6:27 pm.

Kerry Prosser, City Recorder

Michael Preedin, Mayor

PACKET: 03229 9/22/2021 AP KK
 VENDOR SET: 01 CITY OF SISTERS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-0907	AIRGAS USA, LLC					
I-9982538094		CHLORINE	68.44			
9/07/2021	AP-US	DUE: 9/07/2021 DISC: 9/07/2021		1099: N		
		CHLORINE		02 5-00-712	CHEMICALS	68.44
		=== VENDOR TOTALS ===	68.44			
=====						
01-1148	ANGELO PLANNING GROUP					
I-8890		P1802 COMP PLAN UPDATE	3,584.39			
9/13/2021	AP-US	DUE: 9/13/2021 DISC: 9/13/2021		1099: Y		
		P1802 COMP PLAN UPDATE		01 5-07-726	CONTRACTED SERVICES	3,584.39
		=== VENDOR TOTALS ===	3,584.39			
=====						
01-1119	ARBOR 1 TREE SERVICE, LLC					
I-13656		TREE REMOVAL,CLEANUP	735.00			
9/13/2021	AP-US	DUE: 9/13/2021 DISC: 9/13/2021		1099: Y		
		TREE REMOVAL,CLEANUP		03 5-00-726	CONTRACTED SERVICES	735.00
		=== VENDOR TOTALS ===	735.00			
=====						
01-0018	BAXTER AUTO PARTS					
I-15672-3462		OIL/AIR FILTER	64.70	5782		
9/02/2021	AP-US	DUE: 10/15/2021 DISC: 10/10/2021	1.29CR	1099: N		
		OIL/AIR FILTER		01 5-03-796	VEHICLE MAINTENANCE	12.89
		OIL/AIR FILTER		01 5-05-796	VEHICLE MAINTENANCE	12.89
		OIL/AIR FILTER		02 5-00-796	VEHICLE MAINTENANCE	12.89
		OIL/AIR FILTER		03 5-00-796	VEHICLE MAINTENANCE	12.89
		OIL/AIR FILTER		05 5-00-796	VEHICLE MAINTENANCE	13.14
I-15672-3674		HARDWARE	8.99			
9/04/2021	AP-US	DUE: 10/15/2021 DISC: 10/10/2021	0.18CR	1099: N		
		HARDWARE		01 5-05-795	SUPPLIES	8.99
I-15672-3747		MARKER	24.77	5810		
9/07/2021	AP-US	DUE: 10/15/2021 DISC: 10/10/2021	0.50CR	1099: N		
		MARKER		01 5-03-796	VEHICLE MAINTENANCE	2.48
		MARKER		01 5-05-796	VEHICLE MAINTENANCE	3.22
		MARKER		02 5-00-796	VEHICLE MAINTENANCE	6.19
		MARKER		03 5-00-796	VEHICLE MAINTENANCE	7.18
		MARKER		05 5-00-796	VEHICLE MAINTENANCE	5.70
I-15672-3898		VACUUM PUMP	79.93	5819		
9/09/2021	AP-US	DUE: 10/15/2021 DISC: 10/10/2021	1.60CR	1099: N		
		VACUUM PUMP		05 5-00-796	VEHICLE MAINTENANCE	79.93
		=== VENDOR TOTALS ===	178.39			

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VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

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01-0631	BUREAU OF LABOR AND INDUSTRIES					
I-09152021		SW2004 LOCUST SEWER LINE	315.08			
9/13/2021	AP-US	DUE: 9/13/2021 DISC: 9/13/2021		1099: N		
		SW2004 LOCUST SEWER LINE		05 5-00-926	LOCUST ST SEWER LINE REL	315.08
=== VENDOR TOTALS ===			315.08			
=====						
01-1140	CASCADE AUTO ELECTRIC, INC					
I-162197		CLIPS,WIRE	61.87	5764		
9/10/2021	AP-US	DUE: 9/10/2021 DISC: 9/10/2021		1099: N		
		CLIPS,WIRE		02 5-00-765	IMPROVEMENTS & REPAIRS	61.87
=== VENDOR TOTALS ===			61.87			
=====						
01-0262	CENTRAL OREGON INTERGOVERNMENT					
I-0006401-IN		SISTERS VISION	2,121.31			
9/16/2021	AP-US	DUE: 9/16/2021 DISC: 9/16/2021		1099: N		
		SISTERS VISION		01 5-01-726	CONTRACTED SERVICES	2,121.31
=== VENDOR TOTALS ===			2,121.31			
=====						
01-1037	CITIZENS FOR COMMUNITY					
I-09162021		COMMUNITY ENGAGEMENT	250.00			
9/16/2021	AP-US	DUE: 9/16/2021 DISC: 9/16/2021		1099: N		
		COMMUNITY ENGAGEMENT		01 5-01-783	PUBLIC OUTREACH	250.00
=== VENDOR TOTALS ===			250.00			
=====						
01-1211	CROSSCURRENT COLLECTIVE					
I-20		TOURISM PROJECT	3,775.50			
9/02/2021	AP-US	DUE: 9/02/2021 DISC: 9/02/2021		1099: Y		
		TOURISM PROJECT		01 5-04-726	CONTRACTED SERVICES	3,775.50
=== VENDOR TOTALS ===			3,775.50			
=====						
01-0596	DICKEY AND TREMPER, LLP					
I-70637		AUDIT SERVICES	4,000.00			
9/08/2021	AP-US	DUE: 9/08/2021 DISC: 9/08/2021		1099: Y		
		AUDIT SERVICES		02 5-00-715	POSTAGE	2,000.04
		AUDIT SERVICES		05 5-00-715	POSTAGE	1,999.96
=== VENDOR TOTALS ===			4,000.00			

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PACKET: 03229 9/22/2021 AP KK
 VENDOR SET: 01 CITY OF SISTERS
 SEQUENCE : ALPHABETIC
 DUE TO/FROM ACCOUNTS SUPPRESSED

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01-1001	EDGE ANALYTICAL, INC.					
I-21-29110		WATER SAMPLE	73.00			
9/06/2021	AP-US	DUE: 9/06/2021 DISC: 9/06/2021		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	73.00

I-21-30696		WATER SAMPLE	334.00			
9/06/2021	AP-US	DUE: 9/06/2021 DISC: 9/06/2021		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	334.00

I-21-30699		WATER SAMPLE	342.00			
9/06/2021	AP-US	DUE: 9/06/2021 DISC: 9/06/2021		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	342.00

I-21-30700		WATER SAMPLE	467.00			
9/06/2021	AP-US	DUE: 9/06/2021 DISC: 9/06/2021		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	467.00

I-21-34118		WATER SAMPLE	73.00			
9/06/2021	AP-US	DUE: 9/06/2021 DISC: 9/06/2021		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	73.00
		=== VENDOR TOTALS ===	1,289.00			
=====						
01-0565	GSI WATER SOLUTIONS, INC.					
I-0283.006-2		WATER RIGHTS TRANSFER	2,200.00			
9/06/2021	AP-US	DUE: 9/06/2021 DISC: 9/06/2021		1099: N		
		WATER RIGHTS TRANSFER		02 5-00-726	CONTRACTED SERVICES	2,200.00
		=== VENDOR TOTALS ===	2,200.00			
=====						
01-0029	H. D. FOWLER COMPANY					
I-I5892937		METER BOXES, LIDS	373.96	5789		
9/02/2021	AP-US	DUE: 10/10/2021 DISC: 10/10/2021		1099: N		
		METER BOXES, LIDS		02 5-00-788	METERS & PARTS	373.96

I-I5898549		CHECK VALVE	547.92	5793		
9/07/2021	AP-US	DUE: 10/10/2021 DISC: 10/10/2021		1099: N		
		CHECK VALVE		02 5-00-765	IMPROVEMENTS & REPAIRS	547.92
		=== VENDOR TOTALS ===	921.88			

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PACKET: 03229 9/22/2021 AP KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0017		HOYT'S HARDWARE				
I-624666		ADS SLOTTED PIPE	23.98	5809		
9/07/2021	AP-US	DUE: 9/07/2021 DISC: 9/07/2021		1099: N		
		ADS SLOTTED PIPE		01 5-05-786	PARK MAINTENANCE	23.98
I-625145		CEMENT, CAULK, SCREWS	37.25	5821		
9/13/2021	AP-US	DUE: 9/13/2021 DISC: 9/13/2021		1099: N		
		CEMENT, CAULK, SCREWS		01 5-05-786	PARK MAINTENANCE	37.25
		=== VENDOR TOTALS ===	61.23			
=====						
01-1085		I AND I CRYSTAL CLEANING				
I-527879		CG RESTROOM CLEANING AUG 21	607.50			
9/10/2021	AP-US	DUE: 9/10/2021 DISC: 9/10/2021		1099: Y		
		CG RESTROOM CLEANING AUG 21		01 5-05-726	CONTRACTED SERVICES	607.50
		=== VENDOR TOTALS ===	607.50			
=====						
01-0386		JOHNSON CONTROLS FIRE PROTECTI				
I-22489900		21/22 CH FIRE ALARM MONITORIN	600.00			
9/13/2021	AP-US	DUE: 9/13/2021 DISC: 9/13/2021		1099: Y		
		21/22 CH FIRE ALARM MONITORING		01 5-03-785	MAINTENANCE CITY HALL	600.00
		=== VENDOR TOTALS ===	600.00			
=====						
01-0143		NORCO				
I-32938237		20#	22.94			
9/06/2021	AP-US	DUE: 9/06/2021 DISC: 9/06/2021		1099: N		
		20#		01 5-03-795	SUPPLIES	2.29
		20#		01 5-05-795	SUPPLIES	2.98
		20#		02 5-00-795	SUPPLIES	5.73
		20#		03 5-00-795	SUPPLIES	6.65
		20#		05 5-00-795	SUPPLIES	5.29
		=== VENDOR TOTALS ===	22.94			
=====						
01-0441		OWEN EQUIPMENT COMPANY				
I-00202635		BOOM CYLINDER	1,139.20	5817		
9/09/2021	AP-US	DUE: 9/09/2021 DISC: 9/09/2021		1099: N		
		BOOM CYLINDER		05 5-00-796	VEHICLE MAINTENANCE	1,139.20
		=== VENDOR TOTALS ===	1,139.20			

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PACKET: 03229 9/22/2021 AP KK

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-0034		PONDEROSA FORGE & IRONWORKS, I				
I-17634		PIPE	35.00			
9/09/2021	AP-US	DUE: 9/09/2021 DISC: 9/09/2021		1099: N		
		PIPE		02 5-00-765	IMPROVEMENTS & REPAIRS	35.00

I-17649		FLAT BAR	80.00			
9/13/2021	AP-US	DUE: 9/13/2021 DISC: 9/13/2021		1099: N		
		FLAT BAR		02 5-00-765	IMPROVEMENTS & REPAIRS	80.00
		=== VENDOR TOTALS ===	115.00			
=====						
01-1167		REPUBLIC SERVICES #675				
I-0675-000917790		HAND WASHING STATION AUG 21	439.16			
9/06/2021	AP-US	DUE: 9/06/2021 DISC: 9/06/2021		1099: N		
		HAND WASHING STATION AUG 21		03 5-00-795	SUPPLIES	439.16
		=== VENDOR TOTALS ===	439.16			
=====						
01-0502		SISTERS COFFEE CO.				
I-1235263		COFFEE	193.50	5802		
9/08/2021	AP-US	DUE: 9/08/2021 DISC: 9/08/2021		1099: N		
		COFFEE		01 5-01-714	OFFICE SUPPLIES	29.11
		COFFEE		01 5-02-714	OFFICE SUPPLIES	30.82
		COFFEE		01 5-03-795	SUPPLIES	3.83
		COFFEE		01 5-05-714	OFFICE SUPPLIES	17.41
		COFFEE		01 5-07-714	OFFICE SUPPLIES	48.36
		COFFEE		02 5-00-714	OFFICE SUPPLIES	27.10
		COFFEE		03 5-00-714	OFFICE SUPPLIES	15.43
		COFFEE		05 5-00-714	OFFICE SUPPLIES	21.44
		=== VENDOR TOTALS ===	193.50			
=====						
01-1069		SISTERS HOSPITALITY MANAGEMENT				
I-09152021		TRT OVER PAYMENT FOR MAY 2021	3,810.64			
9/13/2021	AP-US	DUE: 9/13/2021 DISC: 9/13/2021		1099: N		
		TRT OVER PAYMENT FOR MAY 2021		01 2-00-100	ACCOUNTS PAYABLE PENDING	3,810.64
		=== VENDOR TOTALS ===	3,810.64			

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PACKET: 03229 9/22/2021 AP KK
VENDOR SET: 01 CITY OF SISTERS
SEQUENCE : ALPHABETIC
DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0155		SWEENEY PLUMBING, INC				
I-6968		CLAMP, COUPLERS, ELBOWS	486.52	5765		
9/07/2021	AP-US	DUE: 9/07/2021 DISC: 9/07/2021		1099: N		
		CLAMP, COUPLERS, ELBOWS		02 5-00-765	IMPROVEMENTS & REPAIRS	486.52
		=== VENDOR TOTALS ===	486.52			
=====						
01-0344		USA BLUEBOOK				
I-710336		TURBIDIMETER	1,500.80	5760		
9/02/2021	AP-US	DUE: 9/02/2021 DISC: 9/02/2021		1099: N		
		TURBIDIMETER		02 5-00-746	SMALL TOOLS & EQUIPMENT	1,500.80
		=== VENDOR TOTALS ===	1,500.80			
=====						
01-0891		WINSUPPLY				
I-29505701		IRRIGATION SUPPLIES	129.36	5783		
9/02/2021	AP-US	DUE: 9/02/2021 DISC: 9/02/2021		1099: N		
		IRRIGATION SUPPLIES		01 5-05-786	PARK MAINTENANCE	129.36
I-29522901		IRRIGATION SUPPLIES	80.08	5796		
9/01/2021	AP-US	DUE: 9/01/2021 DISC: 9/01/2021		1099: N		
		IRRIGATION SUPPLIES		01 5-05-786	PARK MAINTENANCE	80.08
		=== VENDOR TOTALS ===	209.44			
=====						
01-0428		XEROX CORPORATION				
I-014275662		7845 COPIER LEASE	232.79			
9/01/2021	AP-US	DUE: 9/01/2021 DISC: 9/01/2021		1099: N		
		7845 COPIER LEASE		01 5-01-721	COPIER/PRINTER	74.55
		7845 COPIER LEASE		01 5-02-721	COPIER/PRINTER	41.84
		7845 COPIER LEASE		01 5-05-721	COPIER/PRINTER	11.61
		7845 COPIER LEASE		01 5-07-721	COPIER/PRINTER	72.12
		7845 COPIER LEASE		02 5-00-721	COPIER/PRINTER	16.36
		7845 COPIER LEASE		05 5-00-721	COPIER/PRINTER	16.31
		=== VENDOR TOTALS ===	232.79			
		=== PACKET TOTALS ===	28,919.58			

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CITY COUNCIL Agenda Item Summary

Meeting Date: September 22, 2021

Staff: Woodford/Mardell/Shoup

Type: Ordinance

Dept: CDD

Subject: Sisters 2040 Comprehensive Plan

Action Requested: Consideration of Ordinance 517 to adopt the Sisters 2040 Comprehensive Plan and replace and supersede all prior Comprehensive Plans (Planning File #CP 21-01).

Summary Points: After Planning Commission held a public hearing on this matter on August 12, 2021 and voted unanimously to recommend approval, the City Council held a public hearing on the request on September 22, 2021 and approved Comprehensive Plan Amendment (Planning File #CP-21-01) and closed the public hearing, but directed staff to bring back Ordinance No. 517 for consideration and adoption at the September 22, 2021 that included the multiple changes to the document requested at the hearing.

Staff has included a summary of the proposed Policy Amendments discussed at the September 8, 2021 Council meeting in Attachment A for easy reference, in addition to Ordinance No. 517 in Attachment B. The final Comprehensive Plan document and the rest of the Exhibits are posted on the city website at the link below.

Financial Impact: N/A

Recommendation: Staff recommends that City Council review and formally adopt Ordinance No. 517.

Attachments: Note: Attachments A and B are included with this report. Due to their size, Exhibits A-E of Attachment B and other supporting information can be found at <https://www.ci.sisters.or.us/community-development/page/2021-sisters-comprehensive-plan-update>

- Attachment A – Proposed Policy Amendments
- Attachment B – Ordinance No. 517
 - Exhibit A – Staff Findings
 - Exhibit B - 2040 Comprehensive Plan
 - Exhibit C - 2021 Housing Needs Analysis Update
 - Exhibit D – 2021 Economic Opportunities Analysis
 - Exhibit E – 2021 Buildable Lands Inventory

Comprehensive Plan Update - Policy Amendments for Council Review – September 8, 2021 (Including changes made at the meeting)

Context: The proposed amendments to the Draft Comprehensive Plan document below are the result of feedback received from City Council members and from correspondence received from the Department of Land Conservation and Development (DLCD). Staff reviewed these changes with the City Council at their work session on August 25, 2021 and are proposed here for consideration by City Council at its public hearing on September 8, 2021. Proposed additions are in **bold** and removed language is in ~~strike through~~. A short explanation for the reason for the requested change is included after each policy.

Goal 2 Land Planning

POLICY 2.1.3 The City shall periodically review and as-needed update Comprehensive Plan policies to account for changes in public policy, community priorities, state and federal law, and demographic, physical, environmental, economic, **natural hazard** or other conditions in order to ensure that the Plan is an accurate and effective guide for future growth.

This is a response to the following DLCD comment:

“The city could consider including natural hazards in Section 2.1.3 (Land Use Planning) by listing changing in natural hazards occurrences or other data as reasons to update comprehensive plan policies. We also recommend adding “other stakeholders” to the list of parties to be engaged in comprehensive plan updates in Section 2.1.4 to make sure all potentially affected residents can be included.”

Goal 3 Growth Management

Objective 3.1 To promote efficient development within the Urban Growth Boundary (UGB) to accommodate forecasted housing and employment growth, minimize the cost of providing public services and infrastructure, and to protect resource land outside the UGB. This shall be balanced with community goals and policies to manage natural resources, preserve open space, **protect life and property from natural hazards**, and maintain community livability.

This is a response to following DLCD comment:

In Objective 3.1, the city could consider adding natural hazards: “... This shall be balanced with community goals to manage natural resources, preserve open space, protect life and property from natural hazards, and maintain community livability.

POLICY 3.1.6 When evaluating the capacity of the Sisters Urban Growth Boundary and considering annexation of land for urban development, the City shall consider the needs of parks and open space, natural hazards, **specifically wildfire and flooding**, and infrastructure provision.

This is in response to the following Councilor comment: policy includes "natural hazards" but want consideration of hazards that are most common in Sisters (wildfire, flooding).

Goal 4 Livability

POLICY 4.2.2 The City shall encourage the development of livable, cohesive, ~~and~~ well-connected **and accessible** neighborhoods with convenient access to goods and services, **such as neighborhood commercial uses and childcare**, opportunities for recreation, and access to nature.

The changes above are in response to a Councilor comment wanting specific mention of access to neighborhood commercial for childcare, corner store, pub, etc. and a concern of little mention of the American with Disabilities Act (ADA) in the document; staff recommends both changes be addressed above in Policy 4.2.2 in the Livability Chapter on Neighborhood Design.

At the 9/8 public hearing, Council recommended adding a definition of “neighborhood commercial” to the glossary, so staff prepared the following:

Neighborhood Commercial: Smaller scale commercial uses that serve the daily needs of adjacent neighborhoods. The design of these facilities is intended to be compatible with the surrounding neighborhood in terms of its size, appearance and characteristics of operation.

At the 8/25 work session, Council recommended adding a definition of accessible to the glossary, so staff prepared the following:

Access/Accessibility. Reducing barriers to access information and/or physical spaces.

- **Accessibility of Public Information: Reducing barriers – such as technology, language, and social inequities – to promote awareness, education, and opportunities to participate in land use planning processes by utilizing a variety of strategies to inform and civically engage the community.**
- **Accessibility of Physical Spaces: Ease-of-access to and through physical spaces – such as streets, parks and other public facilities – via inclusive design and planning (e.g., Americans with Disabilities Act compliance, proximity to urban amenities, transportation options).**

Goal 5 Housing

NEW POLICY: The city shall comply with State requirements on wildfire mitigation for defensible space and building codes in areas categorized as extreme or high wildfire risk, as determined and by State wildfire mapping. Consider amending the local building code to require the use of fire-resistant building materials for new rural residential construction and Defensible Space standards.

This is in response to Councilor comment wanting to promote “resilient structures” and fire-resistant building materials with new construction. Staff ran revised language above by the County Building Department and they recommended the removal of the reference to local building code and reference to the recently passed SB 762.

Goal 6 Environment

POLICY 6.1.1 The City shall identify and protect natural and scenic resources within the UGB, **including riparian areas.**

This is in response to the following DLCD comments:

We were glad to see natural hazards included in consideration of UGB evaluation (Section 3.1.6) and Goal 6.1. The remainder of these comments are in regard to these sections, with recommendations to strengthen them. First, in the draft Goals and Policies, Whychus Creek is addressed (Objective 6.2.2) but only with respect to flood hazard and mitigation. We recommend you consider adding a policy to the Environment goal (Goal 6) related to the protection of the creek's riparian areas.

POLICY 6.1.3 The City shall require retention of significant trees, in particular mature groves and individual ponderosa pine trees, before, during and after the development process to support a healthy urban forest and honor the City's status as an Arbor Day Tree City, **while also maintaining a fire-resistant urban forest.**

Councilor wanted to see wildfire be a consideration in the trees we retain in considering the overall forest health.

POLICY 6.1.6 The City shall emphasize use of **fire-resistant**, native vegetation and establish a noxious weed control program in coordination with Deschutes County.

Councilor would like wherever "native vegetation" is mentioned in the Plan that we add "fire resistant"; also, wherever it says "preserving trees" be mindful of "wildfire risk," in that not all trees and vegetation are necessarily good for forest health and wildfire mitigation.

POLICY 6.2.1.5 The City shall support a program to support fire resistant retrofits of commercial and residential buildings **with emphasis on buildings that are designated historic or have historic value, as determined through historic survey.**

This in response to a Councilor comment of prioritizing historic properties with downtown retrofit for wildfire.

Goal 7 Parks, Recreation and Open Space

POLICY 7.4.4 The City shall preserve and enhance natural landscapes, including preserving naturalized open spaces and **fire-resistant**, native vegetation, as part of park and recreation facilities.

Response to Councilor comment that we add "fire resistant" wherever it calls for native vegetation.

POLICY 7.5.6 The City shall coordinate with community partners to establish a network of multi-use trails within **the City** and **connect to trails established or planned** beyond the City limits.

Response to Councilor comment about being wary of past controversy with trails outside of City boundaries – recommend we modify the language so it doesn't imply the City is spearheading trails outside of the boundaries

Goal 8 Economy

POLICY 8.7 The City shall implement development standards such as buffers, setbacks, landscaping, sign regulation and building height restrictions, to minimize the impacts of commercial and industrial uses on adjacent residential areas, including those related to noise, odor, or excessive lighting. Such standards will be applied in light-industrial parks, **in transition areas within the City's Maker's District**, and other transition areas.

This is response to Councilor comment about the CAC wanting to eliminate "makers district" reference as a city driven concept.

Goal 8

POLICY 8.16 The City shall collaborate with partnering agencies and local employers to reduce or eliminate barriers to establishment or operation of childcare businesses **and promote it to the community.**

This is response to Councilor comment that we add "and promote" (so people know about it).

NEW POLICY: The City shall encourage its economic development partners to attract businesses that promote climate friendly practices, such as in management of waste and energy efficient practices including use of reusable energy.

This is in response to Councilor comment regarding climate change: are we attracting businesses that are climate friendly (e.g., manage waste properly, don't stress the grid)?

Goal 9 Public Facilities

NEW POLICY: The city shall consider potential impacts from natural hazards, such as wildfire, when locating its public works facilities, equipment.

This is in response to the following DLCD comment:

In Goal 9 (Public Facilities), we recommend the city include a statement to address the location and construction of facilities, equipment, and systems in a manner to best withstand potential impacts from natural hazards.

Goal 10 Transportation

Goal 1

POLICY I. Support the use of the City's rights-of-way as appropriate for flexible outdoor space for outdoor dining, open space, **bike racks**, or other innovative uses.

Response to Councilor comment about there being no mention of bike racks in town and the need for more bike racks to encourage biking.

Goal 6

POLICY D. Pursue development of a centralized multi-modal transportation hub to provide convenient access to modes of transportation, including public transit.

This is a response to a Councilor concern about transit not currently stopping in residential neighborhoods and recommending we add "and/or transit stops to workforce neighborhoods"; instead of changing Transportation policies, which are tied to the TSP, our recommendation is to add the following:

POLICY 4.3.1 The City shall promote the use of active transportation modes and transit to provide more reliable options for neighborhood residents, **specifically workforce housing residents**, and help reduce the need to drive for local trips, including in ~~residential and workforce neighborhoods, and~~ underdeveloped areas that currently lack facilities for walking or biking.

Workforce Housing: According to the Urban Land Institute, workforce housing is defined as housing affordable to households earning between 60 and 120 percent of area median income (AMI). Workforce housing targets middle-income workers, such as police officers, firefighters, teachers, health care workers, retail clerks, and other similar professions integral to a functioning community.

Other comment:

Councilor noted there was no mention of the airport-should be at least mentioned – staff added a sentence acknowledging the existence and role of the airport in the community in the Transportation chapter introduction. – Already completed.

ORDINANCE NO. 517

AN ORDINANCE ADOPTING THE 2040 COMPREHENSIVE PLAN TO REPLACE AND SUPERSEDE ALL PRIOR COMPREHENSIVE PLANS

WHEREAS, the City of Sisters (“City”) determined that its current comprehensive plan is outdated and insufficient to plan for the future needs of City;

WHEREAS, after conducting significant public outreach, including formation of citizen and technical advisory committees, City and its consultants drafted an updated comprehensive plan (the “2040 Comprehensive Plan”);

WHEREAS, the 2040 Comprehensive Plan formally updates all goals and policies and includes the 2021 Housing Needs Analysis, 2021 Economic Opportunities Analysis, and 2021 Residential Buildable Lands Inventory;

WHEREAS, after receiving support from the citizen and technical advisory committees to advance an application, City submitted the 2040 Comprehensive Plan for formal consideration under file number CP-21-01;

WHEREAS, in accordance with Sisters Development Code Chapter 4.1, legislative amendments to the comprehensive plan are subject to Type IV review procedures;

WHEREAS, the Department of Land Conservation and Development received notice of City’s consideration of the 2040 Comprehensive Plan at least 35 days prior to the first evidentiary hearing;

WHEREAS, after due notice, a public hearing on the 2040 Comprehensive Plan was held before the Sisters Planning Commission (“Planning Commission”) on August 12, 2021;

WHEREAS, the Planning Commission, after receiving public testimony and other evidence, and fully deliberating the matter, recommended that the Sisters City Council (“City Council”) adopt the 2040 Comprehensive Plan;

WHEREAS, after due notice, a public hearing on the 2040 Comprehensive Plan was scheduled before the City Council on September 8, 2021; and

WHEREAS, after reviewing the staff report, considering the Planning Commission’s recommendation, receiving public testimony and other evidence, and deliberating the matter fully, City Council voted to adopt the 2040 Comprehensive Plan with revisions.

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

1. Findings. The City Council finds that CP-21-01 meets all applicable criteria for approval. The more specific findings contained in the recitals and those found in the attached Exhibit A are hereby adopted to support the approval.
2. 2040 Comprehensive Plan. The revised 2040 Comprehensive Plan attached hereto as Exhibit B is hereby adopted. The 2040 Comprehensive Plan wholly replaces and supersedes all prior comprehensive plans of City.

3. Supporting Documents. The following supporting documents are hereby adopted and incorporated into the 2040 Comprehensive Plan by reference: (i) 2021 Housing Needs Analysis (attached hereto as Exhibit C), (ii) 2021 Economic Opportunities Analysis (attached hereto as Exhibit D), and (iii) 2021 Residential Buildable Lands Inventory (attached hereto as Exhibit E).

4. Authorization. The City Manager, or his designee, is authorized to execute any documents and to take such actions as are necessary to compile and publish the 2040 Comprehensive Plan and otherwise further the purposes and objectives of this Ordinance No. 517 (this “Ordinance”).

5. Severability; Corrections. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the City Council to cure editorial and/or clerical errors.

This Ordinance was PASSED by the City Council by a vote of ___ for and ___ against and APPROVED by the Mayor on this 22nd day of September 2021.

Michael Preedin, Mayor

ATTEST:

Kerry Prosser, City Recorder