



## 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, January 25, 2023**

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:

<https://us02web.zoom.us/j/83963800096?pwd=MzREbHhpc0FzL096UWpzZ2d5Wkk1Zz09>

Meeting ID: 839 6380 0096 Passcode: 564379

### **5:30 PM WORKSHOP**

1. Deschutes County Sheriff's Office Update
2. Update on Emergency Management & Preparedness
3. Review Affordable Housing Grant Agreement
4. Other Business-*Staff/Council*

### **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. **CONSENT AGENDA**
  - A. Minutes
    1. January 11, 2023 - Regular Meeting
    2. January 11, 2023 – Workshop
  - B. Approve an Extension to a Cell Tower Lease with T-Mobile West Corporation and Authorize the Interim City Manager to Execute the Agreement Subject to Minor Legal Revisions.
6. **COUNCIL BUSINESS**
7. **OTHER BUSINESS**
  - A. Discuss Potential Changes to the 2023 City Council Meeting Schedule
  - B. Staff Comments
8. **MAYOR/COUNCILOR BUSINESS**
9. **ADJOURN**

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

***EMERGENCY MANAGEMENT***

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# **City of Sisters City Council**



**Sgt. Nathan Garibay, Emergency Manager**

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# Partnerships

- City of Sisters
- Sisters-Camp Sherman Fire Dist.
- Black Butte Ranch Fire District
- Black Butte Ranch Police Dept.
- Cloverdale Fire District
- Oregon Department of Forestry
- Oregon Department of Transportation
- Deschutes County Road Dept.
- Central Oregon Fire Management
- Oregon Office of Emergency Management
- Oregon Department of Human Services
- Oregon Office of State Fire Marshal
- American Red Cross
- Project Wildfire/County Forester



# Strong relationships

## Incidents/Events

- Total Solar Eclipse (2017)
- Milli Fire (2017)
- Rabbit Brush Fire (2018)
- Grandview Fire (2021)

## Planning

- Community Wildfire Protection Plan
- Natural Hazards Mit. Plan
- Evacuation Planning
- Alert and Warning
- Additional Needs Populations
- Traffic Management







# Emergency Management Tools



## DESCHUTES ALERTS

### BE READY. BE SET. GO!

Know evacuation levels and follow advice of emergency officials. Make the best decision for your safety. Don't wait to evacuate if you feel unsafe!

#### LEVEL 1 BE READY

##### Prepare to evacuate.

- Stay informed.
- Have your plan and go-kit ready.
- Begin moving people with special needs.

#### LEVEL 2 BE SET

##### Be set to evacuate at a moment's notice.

- High danger in your area.
- Follow your evacuation plan.
- Relocate to a safe place.

#### LEVEL 3 GO NOW!

##### LEAVE IMMEDIATELY!

- Imminent danger in your area.
- Leave without delay.
- It is unsafe to stay.

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# Other Resources

- [sheriff.deschutes.org](http://sheriff.deschutes.org)
- [projectwildfire.org](http://projectwildfire.org)
- [deschutesalerts.org](http://deschutesalerts.org)
- [oralert.gov](http://oralert.gov)





## CITY COUNCIL Agenda Item Summary

**Meeting Date:** January 25, 2023  
**Type:** Workshop

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

**Subject:** Affordable Housing Grant-NW Housing Alternatives

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**Action Requested:** Final direction on the draft grant agreement with Northwest Housing Alternatives (NHA) to construct an affordable housing project prior to bringing back a final agreement to Council for approval on February 8, 2023.

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**Background:**

- A draft grant agreement and restrictive covenant is attached to this document for reference (**Note:** *this is the original draft agreement and covenant and does not necessarily represent the most recent discussion items between the City and NHA – please see report for more information on those items. A final draft will be created based on all feedback to date*).
- The city has prioritized supporting affordable and workforce housing in Sisters. A City Council goal for fiscal year 2022/23 is to identify land and development partner(s) for a future multi-family workforce housing rental project.
- A funding source has been secured to support the housing: \$500,000 of American Rescue Plan Act (ARPA) funds, which were disbursed to the city by the Deschutes County Board of County Commissioners on January 11, 2023.
- The City issued a Request for Proposals (RFP) on August 15, 2022, for affordable housing developers to request use of the funds, due by September 23, 2022. The city received one proposal – from NW Housing Alternatives (NHA) who was deemed to meet the minimum qualifications of the RFP.
- Founded in 1982, NHA is a leading not-for profit developer of affordable and workforce housing throughout Oregon. Their mission is to create individual opportunity through housing. NHA develops, builds, and asset manages rental housing designed for Oregonians in diverse populations including families, workforce, seniors, veterans, and individuals experiencing disabilities.
- For the Sisters project, NHA proposes a minimum 40-unit apartment building with one-, two- and three-bedroom units (and which may include a manager’s unit) and amenities, including a community space and outdoor play area. Units will be designed for individuals, couples, families and seniors.





- Units will be targeted at households making 80% or less of the Area Median Income (AMI); however, a requirement of the County for disbursement of ARPA funds was that at least ten (10) of the units be available to those making 65% or less than the AMI (to comply with ARPA requirements).
- The tentative housing location is a portion of a vacant lot at [322 North Trinity Way in Sisters](#), currently owned by the International Church of the Foursquare Gospel (Wellhouse Church). Negotiations are currently underway between NHA and the property owner for a purchase sale agreement for a portion of the property.
- Rezoning of the subject property from Urban Area Reserve to Multi-Family Residential and several Development Code Amendments is needed to facilitate the project. That is scheduled to go before the Planning Commission for review on February 2, 2023, for a work session and February 16, 2023, for a public hearing followed by City Council hearing it on March 8, 2023 (work session) and March 22, 2023 (public hearing). Partition and Site Plan Review will also be required.
- At the October 26, 2022, work session, staff presented to Council the proposal from NHA and Council gave staff the direction to begin negotiating grant agreements and deed restrictions with NHA.
- At the December 14, 2022, work session, staff presented a draft grant agreement and restrictive covenants to Council, which generated the following comments:
  - Want more definition on the housing mix - NHA indicated that the housing mix would be updated often as they collaborate with local partners to determine the types of units most needed.
  - Would like guarantees in place so that locals have access to the units – NHA responded they would make efforts to prioritize Sister’s residents and estimate 75% of the occupants would be from Sisters Country.
  - Inquired if ARPA funds required renting to those making 65% or less of the Area Median Income (AMI) - staff confirms that this is correct.
  - Approximately 20% of the parking spaces will be electric vehicle charging capable.
  - Consensus amongst Council that NHA would be a good partner and the staff should continue working with them on the draft agreement.

**Summary of Agreement/ Proposed Work Session Discussion Points:**

- **Timing of Disbursement:** the draft agreement states that this will occur after the city reviews and approves final project plans, invoices or receipts are received on how the money was spent, a neighborhood meeting occurred, land use approval was received, all necessary building permits have been obtained, any other conditions the city may reasonably impose; City prefers to disburse the funds after Certificates of Occupancy are issued to ensure the project is viable.
- **Completion of the Project:** The draft agreement says December 31, 2025, but staff proposes to amend it to December 31, 2026 (which is the stipulation in the County's agreement to disburse funds to city).
- **Timing of Signing of the Agreement:** This is not stipulated in the draft agreement but has been a negotiation point. NHA would prefer to sign at time construction closing, which could be several years from now, whereas the city would prefer signing as soon as possible so that the current Council can approve it. To make it happen earlier may require contingencies in the agreement that allow for NHA to back out if they do not secure funding, acquire the property and or the rezoning is not approved.
- **Deed Restrictions:** The draft agreement references "Qualifying Party" whose annual household income is at or below 60% of the AMI as designated on a yearly basis for Deschutes County by the federal department of Housing and Urban Development (HUD). While many of the units will meet that restriction (due to funding requirements), we propose that the minimum be raised to 80% to cover the ARPA funded units at 65% of less and the possibility of some units being delivered at an even higher rate, per Council's direction.
- **Waitlist:** the draft agreement states that a minimum of four months prior to issuance of Certificate of Occupancy's and advertising of the general availability of units, a waitlist will be established in conjunction with local social services and providers to give local residents priority of the units. There is general agreement on this provision.
- **Special Needs:** Grantee will make reasonable efforts to prioritize the availability of the dwellings for seniors and those with physical or intellectual disabilities. There is general agreement on this provision.
- **Rental Records:** NHA is required to rent to only one or more Income-Qualified Persons and their lease will include an affordability requirement. City can request copies of agreements and records at any time to ensure this requirement is being met. There is general agreement on this provision, although NHA wants to ensure confidential tenant information is not shared.



CITY COUNCIL  
**Agenda Item Summary**

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- **Unit Mix:** Draft agreement says that the project must consist of a variety of unit types (i.e. studio, one-, two-, and three-bedroom units) in quantities acceptable to City; storage space that meets or exceeds the minimum size requirement laid out in City's Development Code; and (c) include the construction of at least one (1) electric vehicle and one (1) electric bike charging station per five (5) Dwellings.

**Financial Impact:** Subject to Council award of grant agreements.

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**Attachments:**

- Draft Grant Agreement with NW Housing Alternatives
- Draft Deed Restrictions

## CITY OF SISTERS – AFFORDABLE HOUSING GRANT AGREEMENT

This City of Sisters – Affordable Housing Grant Agreement (this “Agreement”) is made and entered into effective on \_\_\_\_\_, 202\_\_ (the “Effective Date”) between Northwest Housing Alternatives, Inc. (“Grantee”), an Oregon nonprofit corporation, whose address is 2316 SE Willard, Milwaukie, Oregon 97222, and City of Sisters (“City”), an Oregon municipal corporation, whose address is 520 E. Cascade Avenue, Sisters, Oregon 97759.

### RECITALS:

A. City desires to encourage the development of affordable housing for its residents. In furtherance of this objective, City issued a Request for Proposal for grant funding of affordable housing projects (the “RFP”).

B. Grantee intends to construct certain income restricted housing consisting of a minimum of forty (40) affordable residential units (each a “Dwelling” and collectively, the “Dwellings”) with an additional manager’s unit (collectively, and including all related improvements, the “Project”) on the real property described on the attached Exhibit A (the “Property”). Grantee will rent each Dwelling to an Income-Qualified Person.

C. Subject to and in accordance with the RFP, Grantee desires to receive a \$500,000 affordable housing grant from City for purposes of Grantee’s costs and expenses arising out of the development activities associated with the Project. In accordance with the RFP, Grantee and City enter into this Agreement in order to provide the terms and conditions under which City will make the Grant to Grantee.

### AGREEMENT:

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

1. Definitions. Unless defined elsewhere in this Agreement, capitalized terms used in this Agreement have the meanings assigned to them in the attached Appendix A.

2. Grant.

2.1 Grant. Subject to the terms and conditions contained in this Agreement, and in accordance with the RFP, City grants Grantee an affordable housing grant in the amount of \$500,000 (the “Grant”). Notwithstanding the foregoing, Grantee acknowledges and agrees that the Grant is partially contingent upon City receiving funding from Deschutes County that is eligible for expenditure on the Project. City, in City’s sole discretion, may reduce the amount of the Grant to no less than \$100,000 if City determines that funding from Deschutes County is either unavailable or inadequate. City will provide the Grant to Grantee to assist Grantee with the costs and expenses incurred by Grantee for development activities and construct the Project. Grantee will use the Grant solely for costs and expenses arising out of and/or related to the development activities related to those activities described in Exhibit B and for no other purpose, but in no event in any manner that conflicts with U.S. Department of Treasury Regulations for eligible uses of American Rescue Plan Act (ARPA) funds and/or State and Local Fiscal Recovery Funds (SLFRF).

2.2 Conditions Precedent to Disbursement. City will not be obligated to disburse the Grant, or any portion thereof, to Grantee unless and until each of the following conditions have been satisfied or waived by City: (a) each of Grantee’s representations and warranties contained in this Agreement must be true and accurate as of the Effective Date and the disbursement date; (b) City has been given the opportunity to review and approve the final Project plans and specifications; (c) Grantee has provided receipts, invoices, or other documentation of eligible activities satisfactory to City; (d) the Project has been communicated to the local community in a manner that is satisfactory to City; (e) the Project has received final unappealable land use approval; (f) Grantee has

obtained all building permits necessary to construct the Project, (g) Grantee has received all Certificates for the Project, (h) Grantee has executed and recorded the deed restrictions referenced in Section 3, and (i) Grantee has satisfied any other conditions that City may reasonably impose on Grantee as a condition to City's disbursement of any Grant funds to Grantee.

2.3 Completion of Project. On or before, December 31, 2025, Grantee must (a) obtain all Certificates for the Project, (b) commence rental of the Dwellings, and (c) take all other actions necessary to complete the Project.

3. Deed Restrictions. To ensure the Dwellings remain affordable during the applicable Affordable Housing Period, Grantee agrees to record the deed restrictions contained in Exhibit C within ten (10) days after request by City.

4. Waitlist. Grantee agrees to establish a waitlist for the Dwellings no less than four (4) months prior to the anticipated date that all Certificates will be issued and no less than three (3) months prior to advertising or announcing any general availability of the Dwellings for rent. In coordination with City, Grantee will make the waitlist known to local social services and providers. Grantee will honor and prioritize the waitlist in making the Dwellings available for rent. City may inspect the waitlist at any time upon request.

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

5.1 Authority; Binding Obligation; Conflicts. In addition to any other Grantee representations, warranties, and covenants contained in this Agreement, Grantee represents, warrants, and covenants to City as follows: (a) Grantee has full power and authority to sign and deliver this Agreement and to perform all Grantee's obligations under this Agreement; (b) this Agreement is the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms; (c) the signing and delivery of this Agreement by Grantee and the performance by Grantee of all Grantee's obligations under this Agreement will not (1) breach any agreement to which Grantee is a party, or give any person the right to accelerate any obligation of Grantee, (2) violate any law, judgment, and/or order to which Grantee is subject, and/or (3) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body; (d) no action, arbitration, audit, hearing, investigation, litigation, suit, and/or other proceeding is pending or threatened against Grantee; (e) no representation or warranty made by Grantee in this Agreement includes any untrue statement or omits to state a material fact necessary to make the statements made, in the light of the circumstances under which they were made, not misleading; (f) as of the Effective Date, Grantee meets all RFP requirements; (g) no report, financial statement, representation, and/or other information and/or documentation furnished by Grantee to City in connection with the eligibility to participate in the RFP contains any misstatement of fact or omits to state any fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (g) during the term of this Agreement, Grantee agrees to comply with the provisions of the RFP, including, without limitation, providing City all documents, reports, and other information concerning the Grant as City requires from time to time.

5.2 Indemnification. Grantee will defend, indemnify, and hold City and each City Representative harmless for, from, and against all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, (a) Grantee's development and construction of the Project, (b) Grantee's operation, maintenance, and management of the Project, and (c) Grantee's breach and/or failure to perform any Grantee representation, warranty, and/or covenant contained in this Agreement.

5.3 Rental Records. During the Affordable Housing Periods, Grantee represents, warrants, and covenants that (a) each Dwelling will be rented to and occupied by one or more Income-Qualified Persons, and (b) any agreement between Grantee and a Renter will contain an affordability requirement and Transfer restrictions substantially similar to those set forth in this Agreement. At any time upon request by City, Grantee will deliver to



City copies of any agreement or other records between Grantee and a Renter to determine compliance with this Agreement and/or the Deed Restrictions.

5.4 Special Needs. Grantee will take reasonable efforts to prioritize the availability of the Dwellings for seniors and those with physical or intellectual disabilities.

6. Construction Requirements. Notwithstanding City's right to review and approve all final plans for the Project, the plan must include the following features: (a) the Project must consist of a variety of unit types (i.e. studio, one-, two-, and three-bedroom units) in quantities acceptable to City; (b) each Dwelling must include storage space that meets or exceeds the minimum size requirement laid out in City's Development Code; and (c) the Project must include the construction of at least one (1) electric vehicle and one (1) electric bike charging station per five (5) Dwellings constructed as part of the Project.

7. Term; Remedies. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect until the expiration of all Affordable Housing Periods. This Agreement may be terminated at any time by the mutual written agreement of City and Grantee. Upon termination of this Agreement and/or an Event of Default, Grantee will pay to City the Grant (plus interest at the rate of nine percent (9%) per annum from the date of disbursement). Termination of this Agreement will not constitute a waiver or termination of any rights, claims, and/or causes of action a party may have against the other party. If a party breaches and/or otherwise fails to perform any of its terms, covenants, conditions, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently.

8. Runs with Land. This Agreement (including, without limitation, Grantee's obligations and covenants under Sections 3 and 5) will run with the land and be binding upon the successors and assigns of Grantee and/or any interest in the Property. At City's election, the parties will execute and record a memorandum of this Agreement.

9. Miscellaneous.

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

9.2 Interpretation; Severability. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. If any provision contained in this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the provision held to be invalid.

9.3 Entire Agreement; Counterparts; Signatures. This Agreement represents the complete, exclusive, and final understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with

respect to the subject matter of this Agreement. No addition, modification, amendment, or alteration to this Agreement will be effective against the parties unless specifically agreed upon in writing and signed by the parties. This Agreement may be signed in counterparts. A fax or email transmission of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or email transmitted signature page by delivering an original signature page to the requesting party.

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

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

GRANTEE:  
Northwest Housing Alternatives,  
an Oregon nonprofit corporation

CITY:  
City of Sisters,  
an Oregon municipal corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Appendix A  
Definitions

“Affordable Housing Period(s)” means, individually and collectively, the period commencing on the date of issuance of a Certificate for a particular Dwelling and ending fifty (50) years immediately thereafter.

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

“Certificate(s)” means the certificate(s) of occupancy and/or final inspection approval applicable to each Dwelling.

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

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

“Dwelling” has the meaning assigned to such term in Recital B.

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

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

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

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

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

“Income-Qualified Person(s)” means a person or group of persons whose household income does not exceed sixty percent (60%) of the median household income for the portion of Deschutes County in which City is located as calculated and adjusted for household size from time to time by HUD or HUD’s successor.

“Renter(s)” means the Income-Qualified Person(s) renting a Dwelling and the Income Qualified Person’s permitted successors and assigns.

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

“Project” has the meaning assigned to such term in Recital B.

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

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

Exhibit A  
Property Description

[to be inserted]

Exhibit B

Eligible Uses of Grant Funds

- Acquisition of real property by purchase
- Building permit fees/system development charges
- Construction of housing



Exhibit C  
Deed Restrictions

[To be inserted]

**After recording return to:**

City of Sisters  
520 East Cascade  
Sisters, Oregon 97759

**RESTRICTIVE COVENANT AGREEMENT**

This RESTRICTIVE COVENANT AGREEMENT (this “Agreement”) is made by NORTHWEST HOUSING ALTERNATIVES, INC., an Oregon Nonprofit Corporation (“Owner”) for the benefit of the City of Sisters, Oregon (“City”) dated effective as of [REDACTED], 20[REDACTED].

**Recitals**

- A. Owner is the owner of the real property legally described in Exhibit A with an address of [REDACTED] North Trinity Way, Sisters, Oregon [REDACTED] (“the Property”).
- B. As a condition of that certain Grant Agreement dated [REDACTED], the Property must be subject to a restrictive covenant ensuring that the Property will be developed and conveyed/occupied as affordable housing.
- C. The Property will be developed with a multi-family housing project, which will include no less than 40 rental units of affordable housing (the “Affordable Units”).
- D. This Agreement is made in accordance with applicable conditions of approval.

**Agreement**

Fore good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City agree that the Property shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following:

- 1. Affordable Housing. Except as otherwise provided in this Agreement, the Affordable Units must be available for lease to an individual or individuals (a “Qualifying Party”) whose annual household income is at or below 60% of Area Median Income (AMI) or lower as designated on a yearly basis for Deschutes County by the federal department of Housing and Urban Development (HUD) for a Qualifying Amount (as defined below) measured at the time the Qualifying Party takes possession of an Affordable Unit. The lease rate for an Affordable Unit must be an “Affordable Rental Rate,” which exists when no more than 30% of annual household income of the Qualifying Party is spent on rental of the Affordable Unit (the “Maximum Amount”). For purposes of this Agreement, “lease” or “rent” means any arrangement where a person other than the owner of the Property occupies any portion of the Property for consideration.
- 2. Housing Mix. The Affordable Units must include at least 12 one-bedroom units, 16 two-bedroom units, and 13 three-bedroom units. The specific location of an affordable Unit may vary throughout the Property (i.e. different units within the development may be designated as Affordable Units from time to time) so long as the minimum number and housing mix of the Affordable Units is maintained at all times.

3. Sale and Lease of the Property. Any sale, lease, or transfer of the Property during the term of this Agreement is subject to its provisions.
4. Verification of Compliance. The owner of the Property must ensure that the Affordable Units are leased to or available for lease to a Qualifying Party at an Affordable Rental Rate and each Affordable Unit must remain affordable in accordance with this Agreement for the duration of this Agreement. The owner of the Property must provide City with an annual report no later than February 28 of each year verifying that for the prior 12-month period, each Affordable Unit was leased to a Qualifying Individual at an Affordable Rental Rate. The owner of the Property must also give City prior notice of any proposed transfer, sale, lease greater than 10 years, or other conveyance of the Property or any portion thereof. Upon City request, the owner of the Property will deliver such additional documentation as City may reasonably request to verify compliance with this Agreement including, without limitation, leases, financial documents from tenants, rent collection data, etc.
5. Other Restrictions. The Property may be subject to additional restrictions on, including the prohibition of, transfer, sale or rental under other instruments recorded in the official records of Deschutes County, Oregon, so long as they are in addition to, and not in lieu of or in contravention to, the conditions and restrictions contained in this Agreement.
6. Remedies. The owner of the Property will forfeit, and City will be entitled to, any and all payments or other consideration received by the owner the Property, or any other party, above and beyond the maximum rental payments chargeable to tenants of the Affordable Units under this Agreement, plus interest at the rate of 9% per annum from the date such amounts were paid. If an Affordable Unit is rented or conveyed to a person other than a Qualifying Party, the Expiration Date (as defined below) will be extended for such Affordable Unit for an amount of time proportionate to the length of time that the non-Qualifying Party occupied the Affordable Unit. In addition to the foregoing, City may, after no less than thirty (30) days written notice to the owner of the Property, seek an injunction to any violation of this Agreement without obligation to post bond or prove monetary damages. The remedies in this Section 6 are in addition to, and will not preclude, any other remedy available to City under this Agreement, applicable law, at equity, or any other Agreement to which City may be a party. City may pursue any or all of its remedies consecutively or concurrently.
7. Expiration. This Agreement will remain effective for a period of 50 years commencing from the date on which a final certificate of occupancy is issued (or, if a certificate of occupancy is not issued by the jurisdiction, the final inspection of original construction is completed) for the Affordable Units (the "Expiration Date"). The terms, conditions and obligations of this Agreement shall automatically terminate on the Expiration Date and City shall have no further rights with respect to the Property except for those accruing prior to the Expiration Date. Notwithstanding and without diminishing the automatic and self-executing nature of the termination provision set forth herein, City shall, promptly upon the request of the owner of the Property after the Expiration Date (as may be extended), execute an instrument reasonably acceptable to City that releases and quit claims its rights under this Agreement. The owner of the Property will be solely responsible for recording such instruments and for any associated costs.
8. Owner Representations. Owner, and the party executing this Agreement on behalf of Owner, represents, warrants, and certifies that:

- a. Owner possesses all necessary power and authority to execute this Agreement, to subject the Property to the terms and conditions of this Agreement, and to maintain the Property as affordable housing;
  - b. The person executing this Agreement on behalf of Owner has been duly authorized to act in such capacity and to take such other action as may be necessary to accomplish the purposes of this Agreement;
  - c. Execution and delivery of this Agreement will not conflict with any provision of Owner's governing documents; breach any agreement to which Owner is a party; or violate any law, rule, regulation, covenants, conditions, restrictions, easements, or order to which Owner or the Property is subject in a manner that affects the enforceability of this Agreement; and
  - d. This Agreement is the legal, valid, and binding obligation of Owner, enforceable against Owner in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or other similar laws of general application, or by general principles of equity.
9. Governmental Powers. Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of City in the exercise of its governmental powers. It is the express intention of the parties that City shall retain the full right and ability to exercise its governmental powers with respect to any owner or occupant of the Property, the Property, or the transactions contemplated by this Agreement to the same extent as if it were not a party to this Agreement, and in no event shall City have any liability in contract, tort, or any other legal or equitable theory arising under this Agreement by virtue of any exercise of its governmental powers.
10. Binding Effect. This Agreement shall run with the land and be binding upon and inure to all current and future interest holders in the Property until the Expiration Date.
11. No Partnership. Owner acknowledges and agrees that it is acting in its own independent capacity under this Agreement, and not as an agent, employee, or subcontractor for City. City is not, by virtue of this Agreement, a partner or joint venturer with Owner in connection with this Agreement, and shall have no obligation with respect to Owner's debts or other liabilities of any nature.
12. No Merger. The interests, rights, covenants, and obligations established by this Agreement shall not merge with the fee ownership of the Property.
13. Governing Law & Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Deschutes County, Oregon.
14. Attorney Fees. In the event of any suit, arbitration, or action arising from or related to this Agreement, the prevailing party in such suit, arbitration, or action shall be entitled to all costs and expenses incurred in connection with such suit, arbitration, or action, including title reports, expert witness fees, and such amount as the court may determine to be reasonable as attorney's fees and costs, including those incurred by the prevailing party in any appeal.

15. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable in any respect, such invalidity or unenforceable shall not affect such term or provision in any other respect nor affect the remaining terms and provisions. It is in the intention that this Agreement be held valid and enforced to the fullest extent permitted by law.
16. Waiver. No waiver of any breach of any of the provisions herein shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in, or consent to any further or succeeding breach of the same or any other easement, covenant, or agreement.
17. Amendment. Any amendment or repeal of a provision of this Agreement or the adoption of any additional provision shall become effective only upon the recording in the official records of Deschutes County, Oregon, of an amendment that contains the signature of an authorized representative of the City.

**SIGNATURE PAGES FOLLOW**



OWNER:  
Northwest Housing Alternatives, Inc.

By: \_\_\_\_\_  
[Name, Title]

STATE OF OREGON            )  
  ) ss.  
County of DESCHUTES        )

The foregoing Agreement of Restrictive Covenant was acknowledged before me by \_\_\_\_\_, on behalf of NORTHWEST HOUSING ALTERNATIVES, INC., an Oregon nonprofit corporation, as its \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_

**SIGNATURE PAGES CONTINUE**

**CITY:**  
City of Sisters

\_\_\_\_\_  
[Name, Title]

STATE OF OREGON            )  
  ) ss.  
County of DESCHUTES        )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20 , by  
\_\_\_\_\_ as the \_\_\_\_\_ of the City of Sisters.

\_\_\_\_\_  
Notary Public for Oregon  
My commission expires:\_\_\_\_\_

**EXHIBIT A  
LEGAL DESCRIPTION**

**INSERT LEGAL DESCRIPTION**

**MEMBERS PRESENT:**

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

**STAFF PRESENT:**

Joe O'Neill          Interim City Manager  
Paul Bertagna        PW Director  
Scott Woodford       CDD Director  
Kerry Prosser        City Recorder  
Jackson Dumanch     PW Project Cord.

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

The meeting was called to order by Mayor Preedin at 6:30 pm.

**2. ROLL CALL**

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

**3. APPROVAL OF AGENDA**

*Councilor Blum made a motion to approve the agenda. Councilor Letz seconded the motion. Preedin, Blum, Letz, Ross, and Cobb voted aye; the motion carried 5 -0.*

**4. ELECTION OF MAYOR**

*Councilor Blum wanted very importantly to select a mayor for the coming two years and that would be our existing and primo Mayor Michael Preedin. Councilor Ross seconded the motion.*

Council President Blum said Mayor Preedin had done an excellent job and would very much like to see him continue in that post and hoped there were no objections. Mayor Preedin was to be commended for what he had been able to accomplish with the Council and with the community in the past two years. Council President Blum hoped he would serve another two years.

*Preedin, Blum, Letz, Ross, and Cobb voted aye; the motion carried 5 -0.*

**5. ELECTION OF COUNCIL PRESIDENT**

*Councilor Ross nominated Andrea Blum to serve as Council President for a two-year term. Councilor Letz seconded the motion. Preedin, Blum, Letz, Ross, and Cobb voted aye; the motion carried 5 -0.*

**6. VISITOR COMMUNICATION**

Scott Humpert, the new Executive Director for Explore Sisters, introduced himself and reviewed his background.

Michael (no address given) spoke about the new year and that it was a serious time in the world.

## **7. CONSENT AGENDA**

- A. Minutes
  - 1. December 14, 2022- Regular Meeting
  - 2. December 14, 2022-Workshop
- B. US Bank Signature Car Updates
- C. Appoint the Interim City Manager as the FY 2023/24 Budget Officer

Councilor Cobb asked for the November 30, 2022, minutes to be pulled from the Consent Agenda for further discussion.

*Council President Blum made a motion to approve the consent agenda with the exclusion of the November 30, 2022, minutes. Councilor Ross seconded the motion. Preedin, Blum, Letz, Ross, and Cobb voted aye; the motion carried 5 -0.*

Councilor Cobb reviewed the section on page five of the November 30, 2022, minutes that they would like modified. They would like the minutes to read: In order to increase housing density, the City might look into the large properties in town (2 or 3 lots) with a dilapidated house or trailer on them and offer an exchange: the City would (maybe with Habitat for Humanity) improve the home/trailer in exchange for a portion of the property.

*Council President Blum made a motion to approve the November 30, 2022, minutes as amended by Councilor Cobb. Councilor Ross seconded the motion. Preedin, Blum, Letz, Ross, and Cobb voted aye; the motion carried 5 -0.*

## **8. COUNCIL BUSINESS**

- A. **Public Hearing and Consideration of Resolution 2023-01: A RESOLUTION OF THE CITY OF SISTERS ESTABLISHING THE FELICITY LANE REIMBURSEMENT DISTRICT.**

Mayor Preedin opened the public hearing.

Project Coordinator Dumanch reviewed the staff report.

Mayor Preedin asked for public comment, there was none. He closed the public hearing.

Council President Blum asked how the property owners were notified. Project Coordinator Dumanch replied they were mailed notices with a copy of the engineering report; staff had not received any rebuttals from them. Council President Blum asked if reimbursement districts were a common practice. Director Bertagna replied they were a customary practice in the industry but new to us.

Councilor Cobb asked why the warranty period was only one year. Director Bertagna replied this was the standard period and was spelled out in our Code and our public works



standards. He noted the City had accepted the improvements on Felicity Lane in September 2022.

*Councilor Letz moved to approve and adopt Resolution 2023-01. Councilor Cobb seconded the motion. Preedin, Blum, Letz, Ross, and Cobb voted aye; the motion carried 5 -0.*

**B. Discussion and Consideration of a Motion to Approve a Professional Services Agreement with Cable Huston, LLP for Code Compliance Hearing Services in an Amount not to Exceed \$25,000 and Authorize the Interim City Manager to Execute the Agreement.**

Director Woodford reviewed the staff report.

Councilor Letz asked how often we might need to use the hearing services. Director Woodford replied there was no way to predict how often it would be needed.

Council President Blum asked if you anticipated the hearings being held on Zoom. Director Woodford replied they could be remote (Zoom) hearings.

*Councilor Cobb moved to approve a professional services agreement with Cable Huston, LLP for Code Compliance Hearing Services in an amount not to exceed \$25,000 and authorize the Interim City Manager to execute the agreement. Council President Blum seconded the motion. Preedin, Blum, Letz, Ross, and Cobb voted aye; the motion carried 5 -0.*

**9. OTHER BUSINESS**

**A. Discussion of Committee Appointments**

Council discussed Board and Committee appointments.

Mayor Preedin appointed:

1. Councilor Cobb to a two-year term on the Central Oregon Intergovernmental Council (COIC) Board and Councilor Ross as an alternate.
2. Council President Blum to a two-year term on the Central Oregon Area Commission on Transportation (COACT) Committee and Councilor Ross as an alternate.
3. Mayor Preedin to a two-year term on the Central Oregon Cities Organization (COCO) Board.
4. Councilor Letz to a two-year term on the Economic Development for Central Oregon (EDCO) Board.
5. Mayor Preedin to a two-year term on the Explore Sisters Board.
6. Councilor Cobb to a two-year term on the Regional Solutions Committee.
7. Councilor Letz as a member of the Vision Implementation Team.
8. Council President Blum as a member of the Regional Housing Council.

9. Councilor Ross as a liaison to the City Parks Advisory Board.
10. Councilor Ross as a liaison to the Urban Forestry Board.
11. Council President Blum as a liaison to the Public Works Advisory Board.

Mayor Preedin noted Council President Blum would continue to represent Sisters on the Coordinated Houseless Response Office.

#### B. Staff Comments

##### Finance-Director O'Neill

- The Urban Renewal Agency report was available on the website and noticed in the Nugget Newspaper.
- Creekside Campground reservations had opened, and the process had gone well.
- The Local Government Investment Pool (LGIP) interest rate had increased to 3.35%

##### City Manager's Office-Recorder Prosser

- Explore Sisters was working with the Sustainable City Year Program (SCYP) on their business and marketing plan.
- Staff, Mayor Preedin, and Council President Blum met with the Sisters Cold Weather Shelter on Tuesday and had standing meetings every other month.
- The Community Leadership Initiative (CLI) team was working on the coordination of volunteers for trash pickup at houseless camps on forest service property.
- Deschutes County Sheriff's Office would be holding a Community Academy on January 18<sup>th</sup> and 19<sup>th</sup> from 6-9 pm at the fire hall.

##### Community Development- Director Woodford

- The Board of County Commissioners (BOCC) allocated \$500,000 of ARPA funds to the City for an affordable housing project and staff continued work on the project grant agreement with Northwest Housing Alternatives.
- SCYP continued its work with the School District on the elementary school site. The next phase was with architecture students working on potential designs.
- The Parks Masterplan would go before the Planning Commission next week and was scheduled to come before Council in February.

Mayor Preedin thanked Director Woodford for the excellent job he did presenting to the BOCC today.

##### Public Works-Director Bertagna

- Staff continued to work with Oregon Department of Transportation (ODOT) on the Locust/HWY 20 Roundabout. Bob Townsend of ODOT would be at the February 8<sup>th</sup> Council workshop to discuss the project.

- An electric vehicle fleet study had been started; they were looking at all of our rolling stock to get a road map for future purchases.
- A lighting audit was conducted at City Hall and the Public Works headquarters, shop, and lab to determine efficiency upgrades.
- Staff was working on grants for fuels reduction at the wastewater plant and the 10 acres the City-owned off of Edgington Road.

Councilor Cobb noted Director Bertagna had taken her on a highly informative tour of the City.

#### **10. MAYOR/COUNCILOR BUSINESS**

Mayor Preedin congratulated Councilor Cobb on her election.

Councilor Ross noted he was a member of the SOAR Board, which was the 501(3)(c) for Sisters Parks and Recreation District (SPRD), and they had heard a presentation about where SPRD was headed in relationship with the School District. They thought the conversations were going well.

Councilor Letz attended the Superintendent Coffee and discussed exploring employee housing and potential dormitory housing on District property with Superintendent Scholl. She noted people were concerned about safe access across McKinney Butte Road once the elementary school was opened.

Council President Blum reviewed that at the next COACT meeting, there would be an update on all of the Central Oregon projects.

Councilor Cobb said a citizen had noticed some of the houseless camps near Pine Street had disappeared, and they wondered where they had gone. Recorder Prosser replied some may have moved on because of inclement weather but noted that the Forest Service liaison Jeremy Fields had been working to move camps further away from trails but still within walkable distance from town.

Mayor Preedin was the master of ceremonies at the December 16<sup>th</sup> COCO luncheon, which included legislators and all three members of the BOCC. Mayor Preedin hoped to leverage his role on COCO to help with some of our capital expenditures.

Mayor Preedin thanked the Council for appointing him to be the Mayor.

Council discussed outreach, such as a Councilor Corner in the Nugget Newspaper. Mayor Preedin noted goal setting was coming up in February, and Council could discuss what we would like to do during that process.

**11. ADJOURN:** 8:02 pm.

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Kerry Prosser, City Recorder

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Michael Preedin, Mayor

**MEMBERS PRESENT:**

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

**STAFF PRESENT:**

Joe O’Neill          Interim City Manager  
Scott Woodford      CDD Director  
Kerry Prosser        City Recorder

**ABSENT:**

Paul Bertagna        PW Director

**GUESTS:**

Jeremy Green        City Attorney, Bryant, Lovlien & Jarvis  
Courtney Carskadon Associate Attorney, Bryant, Lovlien & Jarvis  
Dustin Hawkins      Associate Attorney, Bryant, Lovlien & Jarvis

Mayor Preedin called the workshop to order at 5:30 pm.

**1. Oath of Office for Newly Elected Councilors**

Attorney Green swore in Mayor Preedin, Councilor Ross, and Councilor Cobb to City Council.

**2. Council Training**

Attorney Green introduced Courtney Carskadon and Dustin Hawkins, Associate Attorneys with Bryant, Lovlien & Jarvis (BLJ). They reviewed a [presentation](#) on Council roles, public meeting laws, public records law, and Councilor ethics.

**3. Other Business-None**

The meeting adjourned at 6:25 pm.

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Kerry Prosser, City Recorder

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Michael Preedin, Mayor



CITY COUNCIL  
**Agenda Item Summary**

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**Meeting Date:** 1/25/2022

**Staff:** J. O'Neill

**Type:** Regular Meeting

**Dept:** Finance

**Subject:** T-Mobile (formally Crown Castle and VoiceStream PCS) Cell Tower Lease extension.

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**Action Requested:** Approve an Extension to a Cell Tower Lease with T-Mobile West Corporation and Authorize the Interim City Manager Execute the Agreement Subject to Minor Legal Revisions.

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**Summary Points:**

In March of 2000, The City of Sisters and VoiceStream PCS I, LLC (the tenant) entered into a lease agreement allowing the tenant to construct and operate a cell tower located at the City-owned Fir Street Park. Over time, the lease has gone through multiple lease extensions with the tenant and those extensions have provided little to no substantive change except for a 3% annual escalator that was adopted in 2011.

The current lease agreement extension expired in January of 2023 and staff has provided an extension to the lease. This five-year extension retains the 3% annual escalator and remains relatively unchanged from prior leases.

**Financial Impact:**

The income received annually is approximately \$20,000 per fiscal year, assigned to City of Sisters General Fund revenue.

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**Attachments:** Draft Lease Extension

## EXTENSION TO TOWER LEASE

This Extension to Tower Lease (this "Extension") is made effective for all purposes as of January 11, 2023 (the "Effective Date") and is entered into between City of Sisters ("Landlord"), an Oregon municipal corporation, whose address is 520 East Cascade, Sisters, Oregon 97759, and T-Mobile West Corporation ("Tenant"), a Delaware corporation, whose address is 19807 North Creek Parkway N, Bothell, Washington 98011.

### RECITALS:

A. Landlord and VoiceStream PCS I, LLC ("Predecessor"), a Delaware limited liability company, are parties to a certain Tower Lease with Option executed effective on March 14, 2000 (the "Original Lease"). The Original Lease concerns Landlord's lease of the Property to Predecessor for the purpose and use identified in Section 3 of the Original Lease.

B. Landlord and Tenant, successor-in-interest to Predecessor, entered into a certain Reinstatement of Tower Lease with Option dated effective December 1, 2009 (the "Reinstatement"). Among other things, the Reinstatement (a) affirmed certain terms and conditions contained in the Original Lease, and (b) established a new lease term of three years, subject to three consecutive additional terms of three years each.

C. Landlord and Tenant entered into a certain First Amendment to Tower Lease with Option dated effective January 12, 2011 (the "Amendment"). Among other things, the Amendment (a) affirmed certain terms and conditions contained in the Original Lease, (b) established a new lease term of three years, commencing on January 12, 2011, and ending on January 11, 2014 (the "Lease Term"), and (c) upon expiration of the three-year Lease Term, provided Tenant three consecutive extension options of three years each (which, if exercised, would extend the Lease Term through January 11, 2023). For purposes of this Extension, the term "Lease" means the Original Lease, Reinstatement, and Amendment; the term "Lease Term" means the initial three-year Lease Term and all extensions or renewals thereto.

D. Landlord and Tenant are entering into this Extension to further extend the Lease Term for one additional term of five years, commencing on January 12, 2023, and ending on January 11, 2028.

### AGREEMENT:

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

1. Lease Term Extension. Subject to the terms and conditions contained in the Lease and this Extension, the Lease Term is extended for one additional term of five years, commencing on January 12, 2023, and ending on January 11, 2028 (the "Extension Period"), unless sooner terminated as provided in the Lease. Subject to the terms and conditions contained in this Extension, the five-year extension will be on the same terms and conditions contained in the Lease. Commencing on the Effective Date, Rent payable under the Lease will be \$1,639.65. Commencing on the first-year anniversary of the Effective Date, during each year of the Extension Period upon the anniversary of the Effective Date Rent will escalate (increase) by 3% over Rent for the immediately preceding twelve-month period.

2. Affirmation; No Waiver. Tenant affirms and reaffirms to Landlord each of Tenant's representations, warranties, covenants, and agreements set forth in the Lease, except as specifically modified under Section 1 of this Extension. Without otherwise limiting the immediately preceding sentence, Tenant affirms and reaffirms its obligations and agreements under Section (c) of the Amendment and Sections 6 and 11 of the Original Lease. This Extension will not be construed as an actual or implied waiver and/or release of any Tenant obligation and/or liability arising out of or under the Lease. Tenant represents and warrants that Landlord has

performed all Landlord's obligations arising out of or under the Lease. Tenant has no existing claims, defenses (personal or otherwise), and/or rights of setoff against Landlord.

3. Entire Agreement. This Extension contains the entire understanding of the parties regarding the subject matter of this Extension and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Extension. Capitalized terms contained in this Extension that are not defined in this Extension have the meanings assigned to them in the Lease. This Extension is hereby made part of the Lease. The provisions of the Lease that are not amended or modified by this Extension remain unchanged and in full force and effect.

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

Landlord:  
City of Sisters,  
an Oregon municipal corporation

Tenant:  
T-Mobile West Corporation,  
a Delaware corporation

\_\_\_\_\_  
By: Joseph O'Neill  
Interim City Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_





Agenda Item Summary

**Meeting Date:** 01/25/23

**Staff:** K. Prosser

**Type:** Regular Meeting

**Dept:** CMO

**Subject:** Discussion of 2023 City Council Calendar

**Action Requested:** Review 2023 City Council Calendar and determine if changes or cancelations need to be made to any existing dates.

**Summary Points:**

Changes or cancelations to consider:

- The second meeting in November on the 22nd is the day before Thanksgiving, the meeting could be moved to November 29<sup>th</sup>.
- The second meeting in December on the 27<sup>th</sup> is during the Holiday break.
- The second meeting in March on the 22<sup>nd</sup> is during Spring break, a meeting will be held on March 30<sup>th</sup> for the City Manager announcement.
- Would Council like to take a summer break in July (tentatively July 12<sup>th</sup>).

**2023**

<b>January</b>	<b>February</b>	<b>March</b>	<b>April</b>
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
<b>May</b>	<b>June</b>	<b>July</b>	<b>August</b>
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
<b>September</b>	<b>October</b>	<b>November</b>	<b>December</b>
Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

7calendar.com

**Financial Impact:** None

**Attachments:** N/A