



CITY OF MILL CITY

AGENDA OF THE CITY COUNCIL

January 24, 2023
City Hall
444 S 1st Avenue
Mill City, Oregon

REGULAR SESSION

1. CALL TO ORDER/FLAG SALUTE 6:30 p.m. Mayor Tim Kirsch

2. CITY COUNCIL ROLL CALL/INTRODUCTION OF STAFF Mayor Tim Kirsch

3. DECLARATIONS OF POTENTIAL CONFLICTS OF INTEREST

4. CONSENT AGENDA:

In order to make more efficient use of meeting time, resolutions, minutes, bills, and other items which are routine in nature and for which no debate is anticipated, shall be placed on the Consent Agenda. Any item placed on the Consent Agenda may be removed for discussion at the request of any council member prior to the time a vote is taken. All remaining items of the Consent Agenda are then disposed of in a single motion to adopt the Consent Agenda. This motion is not debatable. The secretary to the council will then poll the council members individually by a roll call vote. If there are any dissenting votes, each item on the Consent Agenda is then voted on individually by a roll call vote.

Copies of the council packets include more detailed staff reports, letters, resolutions, and other supporting materials. A citizen wishing to review these materials may do so at the Mill City, City Hall or at www.ci.mill-city.or.us/documents/packets.

- a. Approval of Minutes of Regular City Council Meeting of January 10, 2023
- b. Approval of Accounts Payable
- c. Approval of Resolution No. 883 – Authorized Signatories; Banking
- d. Approval of Agreement for Professional Services; Keller Associates – Mill City Falls Phase 2

5. CITIZEN COMMENTS/QUESTIONS – LIMITED TO THREE (3) MINUTES

6. LARGE EVENT POLICY

7. MISCELLANEOUS CITY RECORDER ITEMS

- a. Marion White Volunteerism Award Recipient
- b. SRTS Grant Approval
- c. Request for Reduction of Leak Charges; Cole, Kim
- d. ODOT Urban Design Planning Project
- e. Accuity, LLC Auditing Contract; FY 22-23, 23-24, 24-25
- f. Affidavit of Lost Note; Texas Capital Bank
- g. Speed Radar Signs
- h. IIMC Conference Registration
- i. Other

8. ADJOURNMENT

CALENDAR OF UPCOMING CITY MEETINGS & EVENTS

Monday	January 30, 2023	Planning Commission Meeting	6:00p.m.
Friday	February 10, 2023	Planning Commission Meeting	8:30a.m.
Tuesday	February 14, 2023	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Monday	February 20, 2023	PRESIDENT'S DAY – CITY HALL CLOSED	
Tuesday	February 28, 2023	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Friday	March 10, 2023	Planning Commission Meeting	8:30a.m.
Tuesday	March 14, 2023	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	March 28, 2023	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Tuesday	April 11, 2023	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Friday	April 14, 2023	Planning Commission Meeting	8:30a.m.
Monday	April 17, 2023	Budget Meeting	6:30p.m.
Monday	April 24, 2023	Budget Meeting	6:30p.m.
Tuesday	April 25, 2023	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Monday	May 1, 2023	Budget Meeting	6:30p.m.
Monday	May 8, 2023	Budget Meeting – If Needed	6:30p.m.
Tuesday	May 9, 2023	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Friday	May 12, 2023	Planning Commission Meeting	8:30a.m.
Tuesday	May 23, 2023	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.
Monday	May 29, 2023	MEMORIAL DAY – CITY HALL CLOSED	
Friday	June 9, 2023	Planning Commission Meeting	8:30a.m.
Tuesday	June 13, 2023	Municipal Court	9:30a.m.
		Council Meeting	6:30a.m.
Tuesday	June 27, 2023	Municipal Court	9:30a.m.
		Council Meeting	6:30p.m.

REQUEST FOR COUNCIL ACTION

DATE: January 19, 2023
TO: Mayor Kirsch and City Councilors
FROM: Stacie Cook, MMC, City Recorder
REGARDING: **Consent Agenda Items**

- a. Approval of Minutes of Regular City Council Meeting of January 10, 2023
- b. Approval of Accounts Payable
- c. Approval of Resolution No. 883 – Authorized Signatories; Banking
- d. Approval of Agreement for Professional Services; Keller Associates – Mill City Falls Phase 2

**MILL CITY
MINUTES OF THE CITY COUNCIL
Tuesday, January 10, 2023**

Mayor Kirsch opened the meeting at 6:30 PM with the flag salute. Councilors present were Janet Zeyen-Hall, Brett Katlong, Dawn Plotts, Tony Trout and Steve Winn. Staff members in attendance were City Recorder Stacie Cook, Public Works Supervisor Russ Foltz, City Clerk Tree Fredrickson and City Attorney Jim McGehee.

Citizens in attendance were Gina Brewster, Deputy Kyle Geraci, LCSO, Lt. Brian Hardy, LCSO, Roel Lundquist, Gary Olson, Councilor Elect Jason Saari, Jill Saari, Brenda Stokes, and Misty Strasser.

Mayor Kirsch presented outgoing Councilor Tony Trout with a certificate of appreciation for his many years of service to the City of Mill City.

SWEARING IN OF MAYOR AND COUNCILORS: City Attorney Jim McGehee gave the oaths of office to the newly elected Mayor and Councilors;

Mayor Tim Kirsch
Councilor Janet Zeyen-Hall
Councilor Jason Saari,
Councilor Steve Winn.

DECLARATIONS OF POTENTIAL CONFLICTS OF INTEREST: Mayor Kirsch stated that anyone who felt they may have a potential conflict with anything on tonight's agenda may say so at this time or at any time during tonight's meeting.

CONSENT AGENDA

Councilor Katlong moved and was seconded by **Councilor Plotts**, to approve items a; Approval of Minutes of Regular City Council Meeting of December 27, 2022, b; Approval of Accounts Payable, c; Acceptance of Monthly Revenues & Expenditures Report, December, 2022, d; Acceptance of Budget Calendar for 2023-2024 FY, and e; Approval of OLCC Liquor License Renewals for the Following Businesses:

- | | | |
|------|-----------------------------|-----------------------------|
| i. | Dollar General Store #17506 | 250 NW Santiam Blvd. |
| ii. | Giovanni's Mountain Pizza | 146 N Santiam Blvd. |
| iii. | Stop N Save 6 | 250 NW 9 th Ave. |

Mrs. Fredrickson polled the council. The motion passed unanimously, (6:0).

ELECTION OF COUNCIL PRESIDENT: Mayor Kirsch said that the Council President should be someone who is available to come to City Hall to sign checks and to run meetings should the Mayor be absent.

Councilor Plotts nominated Councilor Zeyen-Hall as Council President. Councilor Katlong seconded the nomination. The nomination carried unanimously, (6:0).

RECOMMENDED APPOINTMENTS AND ASSIGNMENTS BY THE MAYOR:

Police	Councilor Dawn Plotts
Parks/Safety	Councilor Janet L. Zeyen-Hall
Building	Councilor Steven A. Winn
Water/Sanitation	Councilor Brett N. Katlong
Streets	Councilor Jason Saari
Santiam Regional Advisory Comm.	No Appointment
MWACT	No Appointment

LINN COUNTY SHERIFF'S REPORT: Lt. Brian Hardy, LCSO, introduced Deputy Kyle Geraci to the Council. Lt. Hardy gave the LCSO report for December. Lt. Hardy said that a local car thief has been apprehended and will be incarcerated for some time and an individual frequenting Kimmel Park was arrested for failing to register as a sex offender.

Councilor Plotts said that January 9th was National Law Enforcement Appreciation Day and thanked the officers for their continued hard work.

PUBLIC WORKS REPORT: Public Works Supervisor Russ Foltz gave a report on the following items:

Pump Report: The unmetered water loss continues to drop as leaks are located and repaired. The unmetered water loss should drop as new meters are installed and work begins on Phase II of the waterline replacement project.

Public Works Maintenance Worker Review: Mr. Foltz said that he has completed Public Works Maintenance Worker David Rupert's performance review, noting that Mr. Rupert is a great asset to the City and recommended a one-step salary increase.

Councilor Katlong said that he has seen Mr. Rupert working and agrees that he goes above and beyond in his performance.

Councilor Katlong moved and was seconded by **Councilor Zeyen-Hall**, to Approve a One-Step Salary Increase for Public Works Maintenance Worker David Rupert from Step 3, \$19.96/Hr. to Step 4, \$20.76/Hr. The motion passed unanimously, (6:0).

TV Work: The CCTV jet truck has opened and cleared the clogged line under Hwy 22. Boring a new line may not be necessary.

Cade Construction has repaired all but one area identified by the TV work. At least two of these areas were significant sources of I & I. Mr. Foltz is monitoring the Wall St. Pump Station as inflow increases with rain events to see how these fixes affect the City's overall inflow into the system.

River Road Pump Station: Mayor Kirsch said that Pacific Power monitored the power going into the River Rd. Pump Station and found that there are only minor fluctuations entering the pump station.

Mr. Foltz said that a 3-phase monitor will be installed in the pump station to record any possible fluctuations in electricity. This will help to determine whether there is an electrical problem in the pump station.

Holiday Décor: Mr. Foltz thanked Councilor Winn for removing the Christmas wreath from the Railroad Bridge.

Mayor Kirsch said that installing outlets on the power poles on S. 1st Ave. should be looked into, as a donor wishes to purchase additional Christmas decorations for these poles.

Councilor Winn said that Mr. Foltz asked him to look at trees along SW Kingwood Ave. near SW High Ave. that continue to drop large limbs. After looking at the trees, Councilor Winn feels that two of the trees are potentially unsafe and should be removed. White Peak Tree Trimming has been contacted for an estimate.

CITIZEN COMMENTS AND QUESTIONS: Gary Olson, SW Spring St., said that on Tuesday, January 31st, at 6:30PM, the Canyon Service Center (formally Canyon Senior Center) will host a public forum to receive community input on potential uses for their building.

Brenda Stokes, Rio Vista Ln., complimented Council on how beautiful the city is looking with the new improvements and Christmas decorations. Mrs. Stokes stated that she is concerned with trash and junk around homes and buildings that are eyesores, affecting the aesthetics of Mill City.

City Attorney Jim McGehee said that this is an ongoing issue that City staff works on regularly. As these issues are complaint driven, he recommends that Mrs. Stokes come to City Hall with her concerns.

Mrs. Stokes asked if the City has an ordinance for advertising signs placed along the roadside or on telephone poles. Mr. McGehee stated there are codes for signs; it is illegal to staple/nail signage to telephone poles.

PUBLIC HEARING: None scheduled.

PRESENTATIONS: None.

OLD BUSINESS:

PFAS Cost Recovery Program: A retainer agreement for Napoli Shkolnik, PLLC, Attorneys at Law, was provided for discussion.

Mr. McGehee said that he researched this law firm and the PFAS Cost Recovery Program after the last meeting. The law firm is located in New York with no office in Oregon. The PFAS topic is an up-and-coming issue that deals with fluorocarbons in water. Since no legal precedent has been set thus far, Mr. McGehee recommended the City not sign the retainer agreement, rather to wait to see if anything happens in Oregon on this matter. Council consensus to not sign the retainer agreement. Mr. McGehee will send a letter notifying Napoli Shkolnik of Council's decision.

Ziply Fiber Franchise Agreement: Mrs. Cook said that she received a draft letter from Mr. McGehee concerning the ability to provide free internet service to the City within the Ziply Fiber franchise agreement. The specialty law firm hired to review Oregon law regarding WiFi service agrees that this is not under PUC guidelines and, therefore, not included in the ORS restricting free service. Mr. McGehee will finalize the letter and send it out by the end of the week.

Ordinance No. 41X(2) – No Overnight Parking: Ordinance No. 41X(2), which restricts overnight parking on the old fire hall parcel was included for consideration. The Ordinance was read for a first reading at the December 27, 2022 Council meeting. A second reading and enactment are needed to finalize the adoption.

Councilor Saari asked if this will include the RVs parked in the area between the house and the lot. Mr. McGehee said that this is a separate issue. However, the City is working on cleaning up this area and is hopeful a resolution will be forthcoming within the next two months.

Councilor Katlong moved and was seconded by **Councilor Plotts**, to Read Ordinance No. 412 for Second Reading by Title Only. The motion passed unanimously, (6:0).

Mrs. Cook read Ordinance No. 412 by title only.

Councilor Katlong moved and was seconded by **Councilor Plotts**, to Enact Ordinance No. 412 and to Direct Mayor Kirsch to Sign the Ordinance as Enacted. The motion passed unanimously, (6:0).

Mrs. Cook said that signs will be ordered for Public Works to post.

Tree Removal Quotes: Mayor Kirsch said that the quotes for tree removal on the City's property between Hwy 22 and NE Alder St. that were mentioned at the last meeting were included in the packet for review.

Mrs. Cook said that after reviewing a survey for this property it has been determined that the fence belonging to the neighboring house is actually on the City parcel, which includes three additional trees that are growing through the fence. Mrs. Cook will request a modified quote to remove the trees including the three in the fence.

NEW BUSINESS:

Recreational Vehicles as Residences: Mrs. Cook said that recreational vehicles are being occupied within the City, some that applied for the two-year authorization after the wildfires and others who did not. Council needs to discuss this issue and make a decision as to how staff should proceed with enforcement.

Councilor Zeyen-Hall said that HB 2898, introduced by Representative Cate, addressing RVs because of the wildfire may be put before the Legislature. At this time, the full text and intent of the proposed bill is not known, however, Councilor Zeyen-Hall will keep Council notified of any legislative movement.

Mr. McGehee said the two-year deadline allowance to reside in an RV was up on December 31, 2022. The Council will need to decide whether to begin enforcement or continue the waiver. Mr. McGehee noted that his main concern is where the gray/black water is going. Is it being dumped on the ground or possibly illegally connected to the City's sewer system? While a decision should be made soon, Mr. McGehee recommended waiting until more is known but HB 2898.

Councilor Plotts asked how many RVs are being lived in within City limits. Mrs. Cook said that actual numbers are unknown because staff cannot confirm occupation without someone willing to monitor the use.

Resolution No. 88X – City Hall Hours: Resolution No 88X, which formally implements the new City Hall hours approved by Council at the December 27, 2023 meeting, was provided for review.

Councilor Zeyen-Hall moved and was seconded by **Councilor Saari**, to Approve Resolution No. 882 – Setting Hours of Operation for City of Mill City City Hall. The motion passed unanimously, (6:0).

STAFF/COMMISSION REPORTS

City Recorder Report:

List of On-Going Old Business Items: The list of on-going old business items was provided for review.

Out of Office; January 13 and 27, 2023: Mrs. Cook will be out of the office on Friday, January 13 and Friday, January 27, 2023.

Willamette Partnership Update: Mrs. Cook said that she and City Planner Dave Kinney met with Ethan Brown, Willamette Partnership, to discuss Willamette Partnership's continued assistance with the Stormwater Master Plan project. Additional grant dollars were awarded to Willamette Partnership that will cover costs for work on Mill City's project.

Speed Radar Signs: Mrs. Cook said that she emailed Brian Nicholas, Marion County, about use of speed radar signs on NW River Rd. Mr. Nicholas put Mrs. Cook in contact with Marion County's Traffic Engineer. A call to discuss this possibility is being scheduled.

Student Parking: Mrs. Cook said that, as requested, she contacted SCSD Superintendent Todd Miller to inform him of the plan to post the old fire hall parcel as 'No Overnight Parking' and to request that students be urged to park in the new parking lot off of SW Evergreen St.

SRTS Update: Mrs. Cook said that a minor issue was encountered with the SRTS grant. Because the matching funds for the project were pre-award and largely paid for by the school district, the City's application must be amended to add SCSD as a co-applicant. Additionally, all invoices and canceled checks for the project elements used for matching funds must be provided to ODOT. After advising ODOT of the extent of the school's project it was agreed that SCSD could submit a letter stating that they did complete the project elements and expended the funds.

Sewer Capacity Letter: Mr. McGehee has finished the letter regarding the potential moratorium on any new sewer system hook-ups due to capacity issues. A copy has been provided to Green Light – Home First, LLC.

Cleaning Contract: Mrs. Cook said that there is a new cleaning service in Mill City who provided a quote for cleaning City Hall, which she is considering switching to.

Mill City Falls Engineering Contract: Mrs. Cook said that the contract negotiations with Keller Associates for engineering services for Phase II scope of work for Mill City Falls Park is nearly finished.

Audit Contract: Mrs. Cook advised Council that she has received the contract renewal for Accuity, LLC. The contract is written as a three-year authorization. It has been nearly ten years that the City has been contracting with Accuity, LLC for auditing services. Mr. McGehee said that it is recommended that City's change auditors every four to five years. The council may want to consider it at this time.

Mrs. Cook said the City will soon begin the 2021-2022 audit. She requested Council discuss whether to approve the three-year contract or a one-year contract to allow for an RFP or auditing service to be issued.

Mrs. Cook will place this item on the next agenda for further discussion.

IIMC Conference: Mrs. Cook said that she will be working on getting the registration for the IIMC Conference completed as the early bird registration, which provides a discounted rate, is now open. The conference will be held in Minneapolis, Minnesota this year.

City Attorney Report: None.

BUSINESS FROM MAYOR & CITY COUNCILORS

Mayor Kirsch said that the next meeting will be a work session on a large event policy and asked that Council take the time to peruse the different large event samples provided at the last meeting.

The Army Corps of Engineers is extending their comment period for the Willamette Valley System Operating Program, their 13-reservoir system which includes Detroit Dam until February 23, 2023. This is an opportunity for people to comment and ask questions. Mrs. Cook emailed Councilors the announcement.

The Lions Club will be hosting their annual Sweetheart's Dinner on Saturday, February 11, 2023 at the Santiam Canyon School District's new gym. Tickets are now available for this scholarship fundraiser.

Councilor Zeyen-Hall said that she spoke with deputies about drugs and alcohol being provided to minors in Kimmel Park.

Councilors Katlong and **Saari** had nothing to report.

Councilor Plotts said that a Neighborhood Watch meeting is scheduled for January 18, 2023 at 6:30PM at City Hall. Michael Mattingly, Linn County Sheriff's Office Neighborhood Watch Liaison will be in attendance. Anyone interested in more information on continuing or starting up a Neighborhood Watch in their neighborhood is invited to attend.

Councilor Winn said that Crawford Electric has completed the electrical work in the Kimmel Park shelter. Work on the power pole next to the baseball field will be finished next week.

EXECUTIVE SESSION: None scheduled.

ADJOURNMENT

The meeting was adjourned at 8:08PM.

Prepared by:

Approved by:

Stacie Cook, MMC
City Recorder

Tim Kirsch
Mayor

RESOLUTION NO. 883

A RESOLUTION AUTHORIZING NEW SIGNATORIES FOR CITY OF MILL CITY CHECKING ACCOUNTS WITH US BANK NATIONAL ASSOCIATION.

WHEREAS, new members have recently been elected to the City Council for the City of Mill City; and

WHEREAS, new signatories are required for the City of Mill City checking accounts and safe deposit box; and

WHEREAS, US Bank National Association requires new banking cards to be submitted to change authorized signatures; and

WHEREAS, US Bank National Association requires a Depository Services Resolution for Governmental Entities;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mill City that:

Section 1: The following persons are authorized to access the City of Mill City safe deposit box and to sign on behalf of the City of Mill City, orders for payment or withdrawal of money:

Timothy L. Kirsch,	Mayor
Stacie Cook,	City Recorder
Janet ZeyenHall,	Council President
Dawn Plotts,	Councilor

Such authority shall remain in force until revoked by written notice to the affected bank of the action taken by the City Council of the City of Mill City.

All prior authorizations are superseded.

Section 2. US Bank National Association ("Bank") is authorized and directed to honor and pay any checks, drafts, or other orders for the payment of money withdrawing funds from any account of the city when bearing the signatures of the persons listed in Section One of the resolution. The Bank is authorized and directed to honor and to charge the city for such checks, drafts, or other orders for the payment of money, duly certified to and filed with the Bank by the City of Mill City.

This resolution shall take effect immediately.

ADOPTED BY the City Council of the City of Mill City, Oregon this 24th day of January, 2023.

ATTEST:

Tim Kirsch, Mayor

Stacie Cook, MMC, City Recorder

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of January 11, 2023 ("Effective Date") between the **City of Mill City** ("Owner") and **Keller Associates, Inc.** ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **Mill City Falls Park Phase II** ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant's services under this Agreement are described in Attachment A.

SCHEDULE: The Agreement shall commence on the above written date. Consultant anticipates completing its services as described in Attachment A.

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a total amount of \$100,000 (one hundred thousand dollars) as described in Attachment A.

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

OWNER: CITY OF MILL CITY

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____
Name: _____
Title: _____
Address: _____
Telephone: _____
Date: _____

Signature: _____
Name: Nathan Cleaver
Title: Principal
Address: 245 Commercial St SE, Suite 210
Salem, OR 97301
Telephone: (503) 364-2002
Date: _____

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, Force Majeure events (i.e. acts of God, riots, wars, sabotage, strikes, civil disturbances, pandemics, government declared emergencies, etc.), or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment in compensation and schedule shall be made.
6. **TERMINATION OR REDUCTION OF SERVICES** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf. If Owner elects to terminate, modify, or reduce any portion of Consultant's services under this Agreement, Owner shall indemnify Consultant from any damages related to the services or activities Consultant did not provide.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner and to all construction contractors and subcontractors on the Project, due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed the Consultant's total fee.

9. **OPINIONS OF COST** – Consultant’s opinions of probable cost represent Consultant’s judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.
11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

Escalation: In preparing the project budget, an escalation for inflation of 5% was assumed for each year, beginning in January. If during the completion of the work, inflation occurs beyond this amount or project delays occur beyond the Consultant’s control, Consultant and Owner agree to negotiate an equitable adjustment to the contract compensation.

Hazardous Environmental Conditions: The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

Consultant Reliance: Owner shall make available to Consultant all relevant information pertinent to the Project. Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

Severability & Waiver: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

Attachment A. Scope of Work

City of Mill City
Mill City Falls Park Phase II
Consultant Project Number:
ATTACHMENT A – SCOPE OF WORK

PROJECT DESCRIPTION

Phase I of the Mill City Falls Park Project included sidewalk improvements, a retaining wall and miscellaneous site civil improvements along Wall Street. The **City of Mill City** (Owner / City) has received a grant from Oregon State Parks and funding from Oregon Emergency Management (OEM) for design and construction of Phase II improvements at the park. These improvements include:

- New Americans with Disabilities Act-compliant pathways throughout the park
- Lighting
- A pavilion structure within the Phase I project limits, if within budget limits
- New irrigation and planting
- Several retaining walls and a new overlook for the North Santiam River and falls
- Other site civil improvements to support Phase II

The Owner has contracted with **Keller Associates, Inc.** (“Consultant”) to provide preliminary and final design and construction phase services for Phase II of the project. The Consultant’s scope of work has been developed based on the following project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

General Assumptions:

- Project management budget assumes a design schedule of up to seven (7) months. Bidding is assumed to be in mid-summer 2023, with construction through June 1, 2024, assuming a park opening for July 1, 2024.
- Construction administration services, other than bid services are not included but can be provided as an amendment to this Scope of Work.
- The following entities are funding project: The Owner, Oregon State Parks, and OEM.
- Additional survey of the area immediately around Phase I construction will be provided by the City.
- Presentation to city council is not anticipated or included in the scope.
- Unless otherwise noted, meetings/workshops may include a combination of in-person or virtual attendees. This assumption applies to this task as well as subsequent tasks.
- Consultant shall be entitled to rely on, without liability or the need for independent verification, on the accuracy and completeness of the information provided by Owner, Owner’s consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.
- Electrical design will be completed by others.
- Pavilion structural detailing and its foundation design is not included but may be added under the Administrative Reserve task.
- No utility relocation will be required for the project.
- Slope stabilization is not anticipated. Design of slope stabilization measures can be provided as an added service, if required.
- Federal Emergency Management Agency (FEMA) or floodplain permitting is not anticipated but can be provided as an amendment to this scope of work.

- Land and easement acquisition, negotiations, and legal descriptions are not anticipated.
- Environmental permits from the Oregon Department of State Lands, Oregon Department of Environmental Quality, or US Army Corps of Engineers are not anticipated or a part of the scope of work.
- Scope of work includes responding to one round of Owner comments from the City and submittal to the FEMA, OEM, or Oregon State Parks is not anticipated.
- Stormwater management (i.e., water quality and flow control) is not anticipated or a part of the scope of work.
- Site utilities are limited to potable water service for the new irrigation system and electrical service for new lighting for the pathway.
- Demolition, site utilities, erosion and sediment control will be shown on the path plan sheets.
- The Owner's Landscape Architect will provide irrigation and landscaping design for the site.
- Architectural features and architectural rendering are not anticipated or a part of the scope of work.
- Structural design includes up to two (2) retaining walls (assumed to be pre-cast concrete block) and the river overlook.
- National Environmental Policy Act compliance required for FEMA-pass through funding has been completed. Additional support from the Consultant is not anticipated or a part of the scope of work.
- A 1200-C Construction General Permit from the Oregon Department of Environmental Quality (ODEQ) is not anticipated because total disturbance area is less than 0.5-acre. Therefore, temporary erosion and sediment controls plans are not required to be submitted to ODEQ prior to construction.
- The Contractor will design shoring (if required).
- Additional professional time for correspondence and meetings, due to an Owner or Contractor initiated change in the project design, preparing additional bidding-related documents (i.e., contract prequalification, equipment prepurchase, and alternative bids), participating in project peer reviews or value engineering, and/or project support beyond that described is considered an additional service.
- Technical specifications for finishes for the pavilion, overlook and pathway will be provided by the Owner's landscape architect.
- Budget assumes that the permit submittal drawings will not require substantive changes for bidding purposes. Only one bidding event is included in the scope of work.
- Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.
- Consultant will be compensated for additional services for Owner-requested out of scope items and for rework triggered by Owner-requested changes to previously agreed upon design criteria and concepts.
- Building, the Contractor will obtain mechanical, electrical, grading, and plumbing permits. Linn County permits are assumed to include:
 - Building permits for:
 - Concrete sidewalk, slab, or driveway more than 30 inches above grade (measured from any point 36 inches horizontally) or over any story or basement.
 - Retaining wall that exceeds 4 feet high, measured from the bottom of the footing to the top of the wall or any retaining wall affected by the weight of an adjacent slope, nearby driveway, or nearby structure, when affecting a structure, accessory parking, required accessible routes or egress to public way.
 - Electrical permit for lighting
 - Plumbing permit for irrigation
 - Erosion control permit
- One (1) bid package and one (1) bidding process to a single Contractor is assumed. If multiple bid packages, rebidding, or addressing bid protests is required, these services will be provided as an additional service.

- Drawings provided by the Consultant are assumed to include:

Submittal & Title	Count
Coversheet	1
General Notes	1
Existing Conditions and Demolition	2
Pathway Plan and Profile with site utilities	2
Grading Plans	2
Electrical 1-line and Details	1
Structural Notes	1
Overlook Structural Plan / Profile	2
Retaining Wall Plan / Profile	2
Structural Details	2
Standard Drawings	1
Landscape and Irrigation Plans and Details	By others

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities:

- 1.1. General Project Management. Provide general project administration services including contract administration, project accounting, progress reports, scheduling, and internal project administration.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed.
- Provide grant and funding administration services.

Assumptions:

- Unless otherwise noted, meetings/workshops may include a combination of in-person or virtual attendees. This assumption applies to this task as well as subsequent tasks.

Deliverables:

- Monthly invoices and progress reports.

TASK 2: GEOTECHNICAL EXPLORATION

Using the services of GeoEngineers, Consultant will:

- 2.1. Geotechnical Investigation. Conduct a geotechnical investigation for the proposed site improvements. Supervise up to three (3) test pits to be completed by the Owner's excavation company to evaluate slope stability issues with respect to potential overlook designs and provide recommendations for geotechnical engineering properties of existing soils and subgrade for use in subsequent tasks.

Owner Responsibilities:

- Provide access to the site.
- Provide equipment and personnel to dig test pits using contractor services.

Deliverables:

- Geotechnical report – electronic PDF copy

TASK 3: DESIGN SERVICES

- 3.1. Concept Design. Meet (virtual, 1 hour) with Owner, Consultant, and Owner's Landscape Architect to discuss desired site conceptual layouts, including key elements and desired outcomes. Develop a single conceptual layout of the proposed pathway, including up to two (2) concepts for a river overlook for review (i.e., retaining wall or pier founded, cantilevered structure, pending geotechnical exploration and foundation recommendations). Includes participation in up to one concept design phase meeting with Owner, Consultant, and Landscape Architect.
- 3.2. Schematic Design. Refine site layout linework and develop schematic-level civil design drawings. Drawings to include civil lines and symbols legend, civil/site horizontal control, grading plans including site utility plans (i.e., potable water service and electrical), and river overlook structural plan. Submit schematic design drawings to Owner, Consultant, and Landscape Architect. Provide schematic level opinion of probable cost of civil design-related improvements. Includes participation in up to one schematic design phase meeting with Owner, Consultant, and Landscape Architect.
- 3.3. Construction Documents. Incorporate comments from Owner, Consultant, and Landscape Architect and advance schematic design level drawings to final. Update opinion of probable cost of civil design-related improvements to final design level. Includes participation in up to two (2) construction documents phase meetings with Owner, Consultant, and Landscape Architect. Construction documents phase to include the following design levels:
 - 95% Design Review – The Owner, Consultant, and Landscape Architect will review drawings prior to submittal for permit review.
 - Permit Set – These drawings will be prepared to a permit review level for submittal and review by the City (or applicable jurisdiction).
 - Bid Set – Comments from City (or applicable jurisdiction) review will be incorporated, and drawings will be finalized for the bid phase. Stamp the final set and submit the final PDF copy to Owner, Consultant, and Landscape Architect.

Owner Responsibilities:

- Provide meeting space for project meetings. Provide advertising as needed.
- Provide and coordinate access to the City's selected Landscape Architect.
- Owner will provide funding and grant administration.
- Provide equipment and personnel to dig test pits using contractor services.
- Review and provide one set of consolidated comments on deliverables within three (3) days of receipt.
- Provide legal and risk reviews of the bid documents. Assist in identifying permits and approvals for which Contractor will be responsible.

Deliverables:

- Schematic Design Civil Drawings – electronic PDF copy
- Schematic Level Opinion of Probable Cost – electronic PDF copy
- Construction Documents Civil Drawings & Specifications:
 - 95% Review – electronic PDF copy
 - Permit Set – electronic PDF copy
 - Bid Set – electronic PDF copy
- Final Opinion of Probable Cost – electronic PDF copy.

TASK 4: BID SERVICES*Consultant Responsibilities:*

- 4.1. Advertisement. Provide the Owner with a bid advertisement for the Owner to publish in the local newspaper of record. Post advertisement to on-line bidding website (QuestCDN) on the City's behalf.
- 4.2. Documents. Distribute bidding documents including addenda to bidders.
- 4.3. Pre-Bid. Attend and conduct a pre-bid meeting with Contractors interested in the project. The pre-bid will include a meeting and a site tour to provide a forum for answering Contractor questions.
- 4.4. Addenda. If required, respond to bidder questions, and prepare a single addendum during the bidding process to clarify, correct, or change the issued documents.
- 4.5. Bid Opening. Attend and conduct the bid opening and review Contractor bids with the Owner.
- 4.6. Bid Evaluation. Evaluate the bids received, prepare bid summary, and provide a recommendation for award.

Owner Responsibilities:

- Plan for and pay for the advertisement of the project.
- Attend the pre-bid meeting.
- Attend the bid opening meeting.
- Provide legal services if required.
- Award the bid.

Deliverables:

- Bid advertisement for the Owner's use.
- Two (2) paper copies and one (1) electronic copy in PDF format of the bidding documents including 11"x17" plans will be delivered to the Owner.
- Bid evaluation letter.

TASK 5: MANAGEMENT RESERVE (ADDITIONAL SERVICES)

From time to time the Owner may have additional tasks related to the project or additional tasks may be encountered that are not identified in this scope of work. For these instances, a time and material budget is established in order for Subconsultant to complete the additional services. A Management Reserve in the amount of \$18,000 is incorporated into this agreement to allow Owner Staff to authorize Additional Services if needed. The scope, schedule and budget for such items will be agreed upon in writing through an email or task order amendment prior to incorporation into the work.

ADDITIONAL SERVICES (not included in scope of work)

- Special use permits, environmental services, or additional permitting beyond those described in the scope of work
- Public outreach/meetings or stakeholder outreach support
- Renderings or other visual media
- Field investigations, including subsurface investigations, to check available record drawings, beyond that included in the scope of work
- Electrical design services for Wall Street, Broadway, Phase I or Phase II of the Park.
- Design of slope stabilization measures
- Construction phase surveying (quantities, staking, record), administration or observation
- Funding administration support
- Easements and right-of-way acquisition support

- Multiple design alternatives for bidding purposes beyond that included in the scope of work

SCHEDULE

Subconsultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary:

Task	Schedule
Task 1 – Geotechnical Exploration	30 days from Notice to Proceed
Task 2 – Design Phase Services	7 months from Notice to Proceed
Task 3 – Bid Services	July – August 2023 (Anticipated)
Construction Administration Services (not included in scope of work)	10-12 months from bid award

COMPENSATION

As compensation for services to be performed by Subconsultant, the Owner will pay Subconsultant as described in the following table. While individual task budgets may be exceeded, the total authorized budget amount shall not be exceeded without written authorization from the Owner. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated semi-annually in January and July. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

Task	Billing Basis	Budget
Task 1: Project Management and Administration	LS	\$5,600
Task 2: Geotechnical Exploration	LS	\$8,000
Task 3: Design Services	LS	\$64,300
Task 4: Bid Services	LS	\$4,100
Task 5: Management Reserve	T&M	\$18,000
Total		\$100,000

Lump Sum totals	\$82,000
Time and Material Totals	\$18,000

LS = Lump Sum T&M = Time and Materials

City of Mill City
P.O. Box 256
Mill City, Oregon 97360
Phone: 503-897-2302 Fax: 503-897-3499

Memorandum

Date: January 19, 2023
To: Mayor Kirsch and Council
From: Stacie Cook, MMC, City Recorder
Subject: **Business for January 24, 2023 Council Meeting**

a. Large Event Policy

The drafting of a large event policy was the second item on the old business listing that Council outlined as a priority. I believe it is important to have a policy in place before the Mill City Falls Park pavilion is constructed (we will see if funding is available to include it in the second phase, however, it is not guaranteed) but having something in place for Fourth of July events and the annual Music and Art Festival is also necessary in order to ensure that events held within the City are all required to meet the same standards. To begin the conversation about what Mill City would like to see implemented the Council was provided with the following last month:

- Mill City Municipal Code Section 12.12 City Parks
- Mill City Park Rules and Facility Use Form
- City of Independence Parks Regulations and Reservations Policy
- City of Sisters Public Events Code
- City of Sisters Public Events Fact Sheet, Permit Checklist, Permit Application, Noise Permit, Alcohol Consumption Permit
- Town of Butte Falls Special Events Policy
- City of Roseburg Park Rules and Regulations
- City of Roseburg Outdoor Event Application, Concert/Loudspeaker Permit, Parks & Rec Permit
- City of Glendale Special Event Permit

I am hopeful you will have had an opportunity to review each document and make notes so that we can be prepared to have a full discussion on what Mill City wants.

Our current process includes a refundable deposit for park reservations. As we go through this process changing from a deposit to a set fee should be discussed.

Requested Action: Discussion.

b. Miscellaneous City Recorder Items

i. Marion White Volunteerism Award Recipient:

Each year the City identifies a recipient for the Marion White Volunteerism Award. The recipient, whose name is kept secret, is presented with the award at the annual Santiam Awards Night. The Awards Night, presented by the North Santiam Chamber of Commerce, is held in April.

To allow time to provide the written information regarding the recipient to the Chamber for inclusion in their program, a decision should be determined by mid-March.

Requested Action: Discussion.

ii. SRTS Grant Approval:

We have received official notification of award of the ODOT SRTS grant. The grant award is for \$2.0 Million and will finish the area around the Jr/Sr high school and Pre-school including 2500 feet of sidewalks along SW Evergreen St., SW 4th Ave., SW 3rd Ave., and SW Cedar St., ADA crosswalks, curb extensions (curb bulbs) and a rapid flashing pedestrian beacon at the intersection of SW Evergreen St. and S 1st Ave.

Requested Action: None. Information Only.

iii. Request for Reduction of Leak Charges; Cole, Kim:

We have received a request from Kim Cole for a leak reduction. Ms. Cole indicates that she has been experience water leaks since the fires of 2020 and has been struggling to keep them fixed. Recently another large leak sprung under her house causing a water bill with 370 units totaling \$1994.36.

A plumber has fixed the leak but informed Ms. Cole that here water lines are in desperate need of replacement. Until full replacement occurs it is likely that leaks will continue.

Staff has already provided the 50% leak adjustment that our policy allows. Because Ms. Cole already received a leak reduction (183 units) in July the Council must review this request and determine whether additional credit is warranted.

Requested Action: Discussion.

Possible Motions: To Approve Leak Adjustment Request in the Amount of _____ Units for Cole, Kim.

To Deny Leak Adjustment Request for Cole, Kim.

iv. *ODOT Urban Design Planning Project:*

Planner Dave Kinney and I had an introductory meeting with Jenna Berman and Mariana Montes, ODOT as well as Jason Nolin, Design Engineer with Prametrix to discuss an urban design planning project that ODOT is working on. This project is similar to the Hwy 22 Access Management Plan that ODOT completed with Mill City. However, it is a much more condensed focus in area and components.

The project scope includes the section of Hwy 22 between NE 3rd Ave and NE 7th Ave. It will look at traffic and pedestrian safety measures, which may include crossings, center islands and similar elements. The intent is to use a process like was used for the Access Management Plan so that area residents have input on what the end result is.

Requested Action: None. Information Only.

v. *Accuity, LLC Auditing Contract; FY 22-23, 23-24, 24-25:*

Enclosed is a contract extension for audit services from Accuity, LLC. The contract is written to span three fiscal years, with this one being FY 22-23 through FY 24-25. The audit cost increases from \$16,500 to \$18,000 per year with this contract renewal.

At the last meeting City Attorney Jim McGehee suggested issuing an RFP for audit services, as this is recommended to ensure financials have a fresh eye from time to time. Mr. McGehee indicated this was every four to five years. We have been using Accuity since 2015.

If Council wishes to go through the RFP process I would recommend that we begin the process fairly soon so that we are through well in advance of the 2022-23 FY end.

Requested Action: Discussion.

Possible Motions: To Approve Contract for Audit Services with Accuity, LLC for FY 22-23, 23-24, 24-25 in the Amount of \$18,000 Annually.

To Issue an RFP for Audit Services.

vi. *Affidavit of Lost Note; Texas Capital Bank:*

In 2017 Mill City refinanced our sewer loan with Texas Capital Bank, N.A. The refinance process included a bond and a note. In 2021, First Security Finance, Inc. purchased the City's loan obligations. Enclosed is documentation of both.

I received a call last week from Jim Shannon, Mersereau Shannon, the firm that assisted us with the refinance, advising that I would be receiving an affidavit of lost Note which needed to be signed and returned to First Security Finance, Inc. The affidavits are also included.

Upon receipt of the documents I had City Attorney Jim McGehee review them. He had no concerns but did want the matter to go before Council so that a motion to direct signatures could be made and be on the record.

Requested Action: To Direct Mayor Kirsch to Sign and City Recorder to Authenticate, Tax Exempting Finance Agreement Note, Series 2017.

vii. Speed Radar Signs

I spoke with Carl Lund, Marion County Traffic Engineer, about the possibility of having speed radar signs loaned to Mill City. Mr. Lund said that Marion County would loan radar signs for Marion County owned roads. However, all of the signs are on loan at the moment. It is likely six to eight months before any become available.

Mr. Lund did say that radar signs are normally left in one location for six to eight months but not longer as they begin to lose effectiveness over time. Upon placement, studies show a 2% speed reduction on average, which drops to 1% as time elapses. This tells me that as we move forward with determining what kind of signs to purchase, we should ensure that they are not permanent mount. Mr. Lund also stated that under the HOLT agreement Marion County will install any signs that Mill City purchases.

Requested Action: None. Information Only.

viii. IIMC Conference Registration

As stated at the last meeting, I have registered for the IIMC conference to ensure that the early registration discount was obtained. The conference is May 14-17, 2023 in Minneapolis, Minnesota.

Requested Action: None. Information Only.

ix. Other



December 1, 2022

Stacie Cook, City Recorder
City of Mill City
PO Box 256
Mill City, OR 97360

Dear Stacey:

Enclosed is a contract extension for audit services for the years ending June 30, 2023, 2024, and 2025. The proposed contract amount for the aforementioned fiscal years is \$18,000 per year. As with prior contracts, we do not charge the City for audit related inquiries and assistance during the year.

We value our relationship with the City and thank you for your continued business. We understand that no one likes price increases, but they are a fact of life. Accuity takes fee increases very seriously, and only after a lot of reflection and analysis. We commonly hold fees steady for three years because we understand the perception of increase as it relates to being arbitrary. In other words, we believe a fee increase is only warranted because of changes in economic conditions.

For example, the current annual inflation rate for the United States is approximately 7.7% for the 12 months ended October 2022. In addition, average salaries and wages in Oregon have increased approximately 27% since 2020 and the cost of our software, which is essential to providing our services to clients, has increased over 26% from last year alone.

If you have any questions regarding the contract extension, please do not hesitate to contact me. Please have the Mayor sign and date the contract as indicated. Retain one copy for your files and return the original copy to our office.

We look forward to working with you again.

Very truly yours,

Accuity, LLC

Glen O. Kearns
Certified Public Accountant

Enclosure

AUDIT CONTRACT

THIS CONTRACT, made this 1st day of December 2022, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between ACCUITY, LLC, Certified Public Accountants of Albany, Oregon and CITY OF MILL CITY, Mill City, Oregon, provides as follows:

It hereby is agreed that ACCUITY, LLC shall conduct an audit of the accounts and fiscal affairs of CITY OF MILL CITY, Mill City, Oregon for the fiscal year ending June 30, 2023, 2024, and 2025 in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of CITY OF MILL CITY, Mill City, Oregon, and to determine if CITY OF MILL CITY has complied substantially with appropriate legal provisions.

ACCUITY, LLC agrees that the services they have contracted to perform under this contract shall be rendered by them or under their personal supervision and that the work will be faithfully performed with care and diligence.

It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of ACCUITY, LLC are necessary beyond the extent of the work contemplated, notification of such unusual conditions shall be delivered to CITY OF MILL CITY, Mill City, Oregon who shall instruct ACCUITY, LLC concerning such additional services.

The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than December 31, after the close of each annual period covered by this contract. Adequate copies of such report shall be delivered to CITY OF MILL CITY, Mill City, Oregon, and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

It is understood and agreed that CITY OF MILL CITY, Mill City, Oregon is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that ACCUITY, LLC shall draft them for CITY OF MILL CITY, Mill City, Oregon. The cost of preparing such financial statements shall be included in the fee for conducting the audit as set forth below.

It is understood that this contract is renewable annually for years ending June 30, 2026 and thereafter at the option of the City Council with fees to be established by mutual agreement. It is understood and agreed that either party may cancel this contract by giving notice in writing to the other party at least ninety (90) days prior to July 1 of any year or by mutual agreement at any other time. ACCUITY, LLC will be entitled to receive compensation under this contract for all time expended and reimbursement for all out-of-pocket expenses incurred through the date of termination.

In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, CITY OF MILL CITY, Mill City, Oregon, hereby agrees to pay ACCUITY, LLC the sum of \$18,000 per year for the years ending June 30, 2023, 2024, and 2025. The CITY OF MILL CITY hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

If any of the above sections or clauses is held to be invalid for any reason, or is declared to be null and void, all other sections and clauses of this contract shall remain valid, will not be nullified, and are hereby further affirmed.

Venue of all matters arising from this agreement, this engagement, and subsequent engagements shall reside in Albany, Linn County, Oregon. Any dispute, controversy, or claim rising out of this agreement shall be settled by binding arbitration under the arbitration rules of the Linn County Circuit Court. There shall be one arbitrator selected from the Circuit Court Panel of Arbitrators and the proceeding shall follow the Oregon Rules of Civil Procedure. The arbitrator shall have the authority to award any remedy or relief that an Oregon court could order or grant, including, without limitation, specific performance of any obligation created under this agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process, except that the arbitrator shall not have authority to award punitive damages or any other amount for the purpose of imposing a penalty as opposed to compensating for actual damages suffered or loss incurred. With respect to any action relating to this agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorney's fees, paralegal fees, expert fees, and all other fees, costs, and expenses actually incurred and reasonably necessary in connection with such action as determined by the arbitrator.

ACCUITY, LLC



GLEN O. KEARNS, CPA

December 1, 2022

DATE

CITY OF MILL CITY

TIM KIRSCH, MAYOR

DATE

Chapter 12.12 - CITY PARKS

Sections:

12.12.010 - Definition.

As used in this chapter, "park" means any public grounds under the supervision or control of the park commissioner, whether within or without the corporate limits of the city.

(Ord. 197 § 1, 1985)

12.12.020 - Sales and solicitations.

No person shall sell or expose for sale any merchandise, article or thing, food or other concession, or solicit any collection, donation or charge in any park, unless a permit has been obtained from the council or the park commissioner. The granting or refusal of the permit is within the discretion of the council or commissioner, except that no permit shall be issued unless the applicant complies with any other applicable ordinances pertaining to the activity.

(Ord. 197 § 2, 1985)

12.12.030 - Animals prohibited.

- A. Except as allowed by this section, no person shall permit any domestic or other animal under control of the person to enter upon or go at large in any park.
- B. No person shall keep or permit in the park any dog unless the dog is on a leash, and in no case shall the dog be permitted in any area where it is designated unlawful to do so.
- C. Horses, when ridden, may be taken into the park only along paths designated by the park commissioner.

(Ord. 197 § 3, 1985)

12.12.040 - Picking flowers, injuring trees, etc.

No person shall pick flowers, foliage, or fruit; or cut, break, dig up, or in any way mutilate or injure any tree, shrub, plant, grass, or turf in any park; or carve, paint, mark, or paste upon any foliage or post any bill, notice, poster, or advertisement upon any tree, rock, or other piece of landscape in a park.

(Ord. 197 § 4, 1985)

12.12.050 - Damage to structures, trails and landscape.

No person shall alter, deface, mutilate, destroy, or remove any building, bench, barrier, sign, trail, road, or other facility or structure; or alter, remove, or excavate any natural or man made trail, rock, soil or other part of the landscape in a park.

(Ord. 197 § 5, 1985)

12.12.060 - Throwing, batting, etc.

No person shall throw, bat, hit, or otherwise project any stone, rock, stick, ball, or other missile from, into, within, or upon any park, except in such place as may be designated for a specific activity in which the ball or other object customarily is used.

(Ord. 197 § 6, 1985)

12.12.070 - Certain conduct prohibited.

No person shall:

- A. Cause, attempt to cause, or bring about any public disturbance or create a public nuisance.
- B. Pursue, hunt, trap, molest, or kill any bird or animal.
- C. Dive, swim, or engage in any water activity in an unsafe or hazardous manner.
- D. Dump household or commercial garbage brought from lands outside the park.
- E. Deposit any rubbish, garbage, glass, or other litter, except in receptacles designated for that purpose.

(Ord. 197 § 7, 1985)

12.12.080 - Use of motor vehicles.

No person shall drive or take any automobile or other motor vehicle into or upon any park except on the driveways or roadways, as provided and designated for that purpose, and then only when the vehicle is operated pursuant to rules and regulations of the council and the park commissioner. This shall not prohibit the council from granting a permit to any individual or group to take motor vehicles upon other areas of the park after an application is made to the council and the council is satisfied that no damage to the park will result from the use nor will the requested use be detrimental to the purpose and intent of the public park.

(Ord. 226 § 2, 1988; Ord. 197 § 8, 1985)

12.12.090 - Fires, stoves, etc.

- A. No person shall build, light, or maintain in a park any fire, except in a stove, pit, or fireplace designated for such purpose, and then only when the fire is built and maintained in a safe

operating condition.

B. No person shall leave unattended in a park a fire built, lighted, or maintained by that person.

(Ord. 197 § 9, 1985)

12.12.100 - Park hours.

The council of the city shall set, by resolution, the hours that the park shall be open to the general public. The council may, at its discretion, waive or allow a longer use of the park upon application to the council by a person or a group of people.

(Ord. 229 § 1, 1989; Ord. 197 § 10, 1985)

12.12.110 - Reservation of park facilities.

A person or a group of people upon an application to the council may request to reserve the park facilities for a set period of time. The reservation request shall be made by application to the city and the decision to reserve the park facilities shall be at the sole discretion of the council or its designee. The council may, by resolution, set a fee for the use and reservation of the park facilities.

(Ord. 229 § 2, 1989; Ord. 197 § 11, 1985)

12.12.120 - Violation—Penalty.

A violation of a provision of this chapter is punishable by a fine not to exceed five hundred dollars (\$500.00).

(Ord. 197 § 12, 1985)

RULES GOVERNING USE OF CITY OF MILL CITY FACILITIES

1. APPLICATION & PERMIT REQUIREMENTS

- a. An approved Facility Use Permit is required for exclusive private or public use of any City facility including the Kimmel Park Picnic Shelters, the Kimmel Park Concession Building, parks (scheduled events only), or other City facilities. Permits may be obtained at City Hall.
- b. Any person(s) or organizations wishing to reserve a city park or facility must submit a completed Facility Use Permit Application. Applicants must be at least 21 years of age. All required fees must be paid at the time of application for the permit. Checks must be made payable to the City of Mill City.
- c. A Facility Use Permit is not transferable. The City reserves the right to terminate any Facility Use Permit at any time without cause.
- d. Reservations are accepted on a first-come, first served basis and no more than one (1) year in advance of the event. However, the City of Mill City may reserve the building for regularly scheduled community events more than one year in advance.
- e. The City reserves the right to make further stipulations for use prior to issuing a Facility Use Permit.

2. CHARGES AND FEES:

- a. There is no fee for everyday individual, family or group use of city parks and picnic shelters.

RESERVATION FEES AND DEPOSITS	CONCESSION BUILDING	MAIN PICNIC SHELTER	RIVER PICNIC SHELTER	PARK (SPECIAL USE)
Up to 5 Hours Use	No Charge	No Charge	No Charge	Fees & Cleaning Deposit to be determined based on group size
Cleaning & Key Deposit	\$ 75 Cleaning & Key Deposit.	\$50 Refundable Cleaning Deposit	\$50 Refundable Cleaning Deposit	
FULL DAY USE	No Charge	No Charge	No Charge	Fees & Cleaning Deposit to be determined based on group size
Cleaning & Key Deposit	\$ 100 Refundable Cleaning & Key Deposit.	\$ 100 Refundable Cleaning Deposit	\$ 100 Refundable Cleaning Deposit	
Other	Cleaning Deposit to be determined based upon use of Concession Bldg w/ other park facilities	Cleaning Deposit to be determined based on group size	Fees & Cleaning Deposit to be determined based on group size	Fees & Cleaning Deposit to be determined based on group size

- b. Key & Cleaning Deposit: A refundable key & cleaning deposit (in cash or check) will be

collected by the City at the time a key is picked up. Keys must be returned no later than three (3) working days after the event. A \$75.00 fee shall be charged for non-return of the key. The deposit will be returned providing all keys are returned, no damage occurs and the picnic shelter, concession building and/or park are clean upon inspection. User is responsible for any cleaning costs or damage incurred by the City. Any costs beyond the deposit will be billed to the user.

- c. If no fee is listed on the schedule, the City may establish a reasonable fee for use.
- d. No fees are required for events held or sponsored by the City of Mill City. Public agencies and non-profit organizations may submit requests to the City to obtain fee reductions or waivers. The City Administrator or designee will review all such requests and the decision to approve or to deny the request will be based on the non-profit organization's ability to pay, the number of Mill City residents served, whether the facility is available, and the value of the service to the community. The City Administrator or designee may either approve or deny the request.

3. CANCELLATION & TERMINATION OF PERMITS:

- a. Any person may cancel their Facility Use Permit by providing the City with seven (7) days notice. There are no refunds of the reservation charge.
- b. The City of Mill City reserves the right to cancel a Facility Use Permit prior to use and will return the entire reservation charge and key/cleaning deposit.
- c. The City reserves the right to terminate a Facility Use Permit and ask any user to leave the park or city facility if any park rules or terms of the Facility Use Permit are violated.

4. RULES:

Occupancy & Clean-up:

- o City parks and park facilities are open from one hour before sunrise until one hour past sunset, seven (7) days a week.
- o DO NOT LEAVE the Concession Building unlocked or unattended.
- o As provided by ORS 433.850, **SMOKING IN THE CONCESSION BUILDING IS PROHIBITED.**
- o Users are responsible for cleaning up all decorations, signs and removing all personal effects. Counters, sinks, floors and storage areas shall be cleaned after each use. Any items used from the City's inventory must be cleaned, put away or replaced if necessary. Applicants shall provide their own cleaning supplies.
- o No food shall be left in the concession building or on park grounds. The surrounding park area shall be left clean and trash free. Failure to clean-up the park area used will result in forfeiture of any cleaning deposit.

Alcohol Use:

- Alcoholic beverages are prohibited in city parks unless the use of alcohol is approved by the City Council. A violation of this provision may result in a citation under Mill City Code, Section 9.16.020.
- If approved by City Council, the consumption of alcoholic beverages is restricted to the confinements of the area(s) reserved. The permit holder shall be responsible for the area reserved. City staff, and/or Linn County Sheriff's Deputies reserve the right to cancel, before or during an event, all functions if alcohol is deemed to be a problem. The City may also require the applicant to employ security personnel, subject to city approval.

General Park Rules:

- **HOURS:** City Parks are open from one hour before sunrise to one hour after sunset, seven days a week.
- Loud music and/or noise will not be tolerated. Music must be kept at levels which do not disturb the reasonable peace and quiet of any citizen. If noise exceeds reasonable sound limits, the City of Mill City and the Linn County Sheriff's Office reserve the right to immediately terminate the music and/or Facility Use Permit.
- Kitchen facilities and park facilities are provided for the user's convenience. The user is responsible for its reasonable use and safekeeping. Any items from the Concession Building kitchen area must be cleaned and returned to their proper places.
- The person in charge (individual listed on the Facility Use Permit) shall accept responsibility for any theft, breakage, staining or damage to park facilities and reserved buildings.
- The City may require a "walk through" with City staff both prior to the use and after the facility use is complete.
- The City may require provision of portable toilets if the number of guests is expected to exceed 100, or if alcohol will be served as approved by City Council. The city will specify the number and location of portable toilets required, but supervision and expense for the portable toilets will be the responsibility of the person in charge of the event.

Insurance:

- For large events or events where the kitchen facility is rented, the City may require the user to provide combined single limit insurance coverage of up to \$500,000.00.
- If insurance coverage is required by the City, the user must provide the City with a Certificate of Insurance naming the City of Mill City as an additional named insured. The Certificate shall be provided to the City prior to the time a Facility Use Permit is issued.
- If an alcohol use is permitted by the City Council, the City will require the applicants to maintain "Host Liquor Liability Insurance" coverage in amount not less than \$500,000.

Security:

- The City may require the applicant to provide private security for dances, weddings, birthday parties, company parties, or any park event with expected attendance of 300 persons or more, and any other event the City Administrator or designee deems security is in the best interest of all parties concerned. City and City co-sponsored events may not require security provided City staff are present at the event.
- Security may be contracted from a private licensed/bonded firm as approved by the Linn County Sheriff's Office. Private licensed/bonded security firms shall be paid directly as established between the renter and the security firm.

CLEANING FEE/DEPOSIT: \$ _____ Receipt #: _____

NOTE: Users are responsible to comply with provisions of the attached "Rules and Regulations for Use of City of Mill City Facilities."

CITY OF MILL CITY FACILITY USE PERMIT

Applicant: _____

Address: _____

Driver's Lic. #: _____

Address: _____

City/State/Zip: _____

Phone: _____

E-mail: _____

Person in Charge: _____

Phone: _____

Address: _____

E-mail: _____

Please identify all facilities to be rented & specify date and time requested:

Facility to: ☐ Concession Bldg ☐ River Shelter ☐ Main Park Shelter ☐ Kimmel Park

☐ Other: _____

Date(s) Requested: _____

Hours of Event (including set-up) _____ AM / PM to _____ AM/PM

Type of Event: _____ Activity will be (circle one): One Day Only Weekly Monthly.

Certificate of Insurance: ☐ Certificate of Insurance naming the City of Mill City as an "Additional Named Insured" is required. The Certificate of Insurance may be required for special events or large gatherings.

☐ Certificate of Insurance indicating "Host Liquor Liability" in an amount not less than \$500,000.

Alcohol Usage: Alcohol beverages are prohibited in City Parks unless permission is granted by the City Council.

Special Terms or Conditions:

I hereby apply for a City of Mill City Facility Use Permit. I have read, I understand and agree to comply with all rules and regulations set forth by the City of Mill City. I further agree that I am of legal age and will be responsible for the care of the facility during its use. Further, I will be responsible for the repair of damage to equipment or the facility should any occur and for the replacement of any inventory or equipment lost or damaged during use of the facility for the activity for which I have accepted responsibility. I further understand that this permit is revokable at any time and that the permit is not transferable. I also understand that the City rules and regulations are subject to change without notice.

I hereby agree to reimburse and hold the City of Mill City harmless from any and all liability, claims, causes, actions, suits, loss, damage, or expense of any kind or description which may be claimed against or incurred by the agents or invites and shall indemnify the City of Mill City against and hold the City of Mill City harmless from same, including attorney fees which may arise out of or be connected with or result from the use of the City's facility during the period of reservation.

I further agree that I shall abide by all federal, state, and municipal equal opportunity laws and regulations prohibiting discrimination.

Authorized Signature of Applicant

Date

Approved by City of Mill City

Date

DO NOT WRITE BELOW THIS LINE: CITY USE ONLY

Damage Noted: _____

Deposit Amount: \$ _____ Receipt No.: _____ Date Paid: _____ Amt. Deposit Refunded: _____

Rental Amount: \$ _____ Receipt No.: _____ Date Paid: _____ Date Deposit Refunded: _____

In accordance with federal law the City of Mill City prohibits discrimination on the basis of race, color, national origin, sex, age or disability. To file a complaint write the USDA Office of Civil Rights, Washington D. C., or call 202-720-5964 (Voice & TDD).

City of Independence
ADM 1.03 – Parks Regulations and Reservations Policy

ADOPTED: **2004**
 Updated: September, 2010
 Updated: March, 2015
 Updated: October, 2020

1.03.01 **Purpose.** This administrative policy establishes regulations for the use of City Parks and guidelines for reserving parks for groups.

1.03.02 **Scope.** This policy applies to all organizations/businesses/individuals wishing to reserve the use of City Parks for private use. City-wide events (Independence Days, Hop Festival, etc.) shall have first priority.

1.03.03 **Policy.**

A. PARK REGULATIONS

City parks are provided for everyone's use and enjoyment. Please have the pride and responsibility to protect and conserve the plants, animals, facilities and tranquillity of the parks.

1. Parks are open from 8:00 a.m. to dusk.
2. No alcoholic beverages allowed in the parks.
3. No smoking allowed in the parks (other than City designated smoking area(s) in Riverview Park).
4. Pets must be on a leash and in the care, custody and control of their owners at all times.
5. Vehicles must be parked in areas designated for such purpose only.
6. Please help keep our parks clean. Ensure all waste is properly disposed of.
7. The proposed activity or use of the park cannot unreasonably interfere with or detract from the public's general enjoyment of the park.

B. PARK RESERVATION POLICY

1. All reservations for group usage of city parks shall be made through City Hall. Reservations cannot be made for more than one year in advance, and all fees must be paid at the time the reservation is made. *Please refer to the Independence Municipal Code § 26-374 "Park Operating Policy" for all rental conditions.* Groups may request park use for more than one weekend per year; however, the City reserves the right for exclusive use of Riverview Park for other events, possibly reversing prior use approval. The City will attempt to make timely notice in such cases.
2. All reservations will be approved by the City Manager, or designee, on a "first-come, first-served basis", provided all above criteria has been met. Appeals and special requests can be directed to the City Manager.
3. The specific portions of Riverview Park that can be reserved are (see attached map):
 - a) Upper Plaza;
 - b) Amphitheater;

- c) Picnic Area 1 or 2; or
- d) Entire Park

4. All reservation forms must be signed by a designated person from the group who will be responsible for the group's actions while using the park, and for the condition of the park after the scheduled event. A detailed description of all the activities planned for the event in the park must be provided on the application. **Reservation is not confirmed until reservation form and fees are received at City Hall and all required signature approvals have been obtained.**

5. Park Fees (per day):

Civic/Not for Profit:	\$20.00 non-refundable fee, plus \$50.00 refundable deposit*
Private:	\$35.00 non-refundable fee, plus \$50.00 refundable deposit*
Commercial:	\$60.00 non-refundable fee, plus \$500.00 refundable deposit*

*The park must be left in a clean condition. All trash generated from the event must be bagged and removed from the park at the conclusion of the event. Otherwise, a portion of the refundable deposit will be forfeited.

Fees for larger events that use the amphitheater will be assessed a fee based on the following attendance schedule:

0 – 74	\$100.00 non-refundable fee + \$50 refundable deposit*
75 – 299	\$150.00 non-refundable fee + \$500.00 refundable deposit*
300 – 599	\$300.00 non-refundable fee + \$500.00 refundable deposit*
600 – 999	\$450.00 non-refundable fee + \$750.00 refundable deposit*
1,000+	\$600.00 non-refundable fee + \$750.00 refundable deposit*

*All large events must use rented dumpsters to deposit their trash and leave the park clean and undamaged in order to receive the full refundable deposit back at the conclusion of the event.

Note: Groups wishing to reserve the park for more than one weekend shall pay an additional \$50.00 fee per day for each weekend reserved.

If an entry fee is charged for an event, the organizer will pay to the City of Independence one dollar (\$1.00) per ticket sold or provided in any manner to an event attendee.

6. Events with expected participants of over 75 will be required to:

a. Provide "1 1/2-yard" trash dumpsters:

Group size:	75 – 250	1 dumpster
	250 – 500	2 dumpsters
	500 – 750	3 dumpsters
	750 – 1000	4 dumpsters

b. Provide extra portable restroom facilities:

Required: 1 portable unit per each 100 people

c. Provide to the City at least one month prior to event:

- Proof of insurance
- An approved security plan
- A ground set-up plan
- Proof of dumpster(s) ordered
- Proof of portable restrooms ordered
- Proof of Security Service Contract*

*Depending on the size, type, and nature of the event, the City may require the applicant to provide outside security service on-site at their own cost. The number of security personnel required will be determined by the City.

d. If there will be food (cooking) booths at the event, all vendors must adhere to the Regulations of the Environmental Health Codes. Permits are required through the Polk County Health Department. Cardboard must be placed under all cooking equipment to protect the concrete surface from grease and oil stains.

e. In the event that any of the requirements above are not fulfilled and City services are required as a result, the applicant will be billed for the City related services. Failure of applicant to meet this obligation within 30 days of billing will be cause for cancellation of future privileges, as well as legal action.

7. The stage has a separate rental agreement and is not included in the rental agreement of any other area of Riverview Park including the amphitheater.

8. The sound system and sound technicians are not included in the park rental fee of the amphitheater, stage, or any other area of the park.

9. It is understood that the City cannot provide a guarantee to the applicant that there will not be any form of construction in Riverview Park on the date of their event. In case of construction needs, every effort will be made to schedule construction around the park events.

Chapter 5.10 PUBLIC EVENTS

Sections:

- 5.10.010 Short title – Purpose.**
- 5.10.020 Definitions.**
- 5.10.030 Permit required.**
- 5.10.040 Citywide events.**
- 5.10.050 Permit application requirements – Review.**
- 5.10.060 Fees – Deposit.**
- 5.10.070 General requirements.**
- 5.10.080 No vested rights or privileges.**
- 5.10.090 Permit denial, suspension, and revocation – Appeals – Penalties.**
- 5.10.100 Administration.**

Prior legislation: Code 2002 §§ 5.06.010 – 5.06.190, Ords. 265, 265A, 306, 354, 381, 419, 465 and 470.

5.10.010 Short title – Purpose.

The ordinance codified in this chapter may be referred to as the “public events ordinance” and will be cited and referred to herein as “this chapter.” The purposes of this chapter include, without limitation, the following: (1) to provide a permit system for public events and the special use of public property, parks, streets, rights-of-way, sidewalks, trails, and/or bikeways; (2) to charge fee(s) to recover costs of administering such a permit; and (3) to adopt regulations to protect property, public safety, health, and welfare, and control the use of streets and other public facilities and venues in city. [Ord. [500](#) § 2, 2020].

5.10.020 Definitions.

Unless the context requires otherwise, when used in this chapter the following terms and phrases have the meanings assigned to them below, whether or not such terms are capitalized:

“Applicant” means the person applying for a permit to conduct a public event within city.

“Application fee” means a nonrefundable fee required for processing an application for a public event permit.

“Attendee(s)” means any person located within, along, and/or near a public event, whether or not that person pays a fee to participate in the public event; provided, however, “attendee(s)” does not include the applicant(s), organizer(s), organizer’s employees, agents, and/or representatives, and/or transient merchant(s) or vendor(s) participating in the public event.

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

“City’s representative(s)” means, individually and collectively, each present and future officer, employee, agent, contractor, and/or representative of city.

“Citywide event” means a public event designated as a citywide event as described under SMC [5.10.040](#).

“Council” means the then-appointed Sisters city council.

“County” means Deschutes County.

“District(s)” means, individually and collectively, Sisters School District No. 6, Sisters–Camp Sherman rural fire protection district, and Sisters park and recreation district.

“EMS” means emergency medical services.

“Large public event” means a public event that is anticipated to involve or attract 251 or more attendees.

“Manager” means city’s then-appointed city manager and/or his or her designee(s).

“Medium public event” means a public event that is anticipated to involve or attract 76 or more attendees but no more than 250 attendees.

“OLCC” means the Oregon Liquor Control Commission.

“Organizer(s)” means any person who conducts, promotes, allows, stages, and/or sponsors a public event, including, without limitation, the owner, lessee, and/or possessor of real property upon which a public event may be sited, hosted, operated, conducted, and/or used.

“Parade” means a procession of persons using the public right-of-way consisting of 15 or more persons or five or more vehicles and requiring closure, blocking, and/or detours of street right-of-way. For purposes of this chapter, “parade” does not include funeral processions.

“Permit” means the permission granted by city under this chapter to operate, engage, conduct, and/or carry on a public event within city.

“Permit fee(s)” means the permit fees described under SMC [5.10.060](#).

“Person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, incorporated organization, and/or any other entity, whether acting in an individual, fiduciary, and/or other capacity.

“Public event(s)” means any non-city-organized activity, assembly, gathering, and/or event, including, without limitation, entertainment, recreation, sale of goods or services, and/or other common purpose to be undertaken by a person or organization, that (a) is anticipated to involve or attract 25 or more attendees, (b) is reasonably expected to place additional demand on public services, and/or (c) affects the ordinary use of public property (e.g., public streets and/or other rights-of-way, trails, bike paths, sidewalks, etc.). For purposes of this chapter, “public event(s)” includes, without limitation, celebrations, parades, exhibitions, sports competitions, fairs, festivals, and block parties; provided, however, “public event(s)” does not include, without limitation, demonstrations and other lawful assemblies, which may include, without limitation, private social gatherings that will make no use of city property and/or right-of-way other than for lawful parking.

“Small public event(s)” means a public event that is anticipated to involve or attract 25 or more attendees but no more than 75 attendees.

“Vehicle(s)” means any device in, upon, and/or by which any person or property is or may be transported or drawn upon a public highway, including, without limitation, bicycles and vehicles that are propelled or powered by any means. [Ord. [500](#) § 3, 2020].

5.10.030 Permit required.

(1) Permit. Except as otherwise exempted under subsection (2) of this section, no person may establish, maintain, and/or operate a public event within city without first applying for and obtaining a permit and paying all applicable permit and other fees in accordance with this chapter. No person with actual, present, supervisory control of any public event for which a permit is required under this chapter may permit, direct, and/or allow the operation or continuation of such public event at any time when there is not then in full force and effect a permit issued pursuant to and in accordance with the provisions of this chapter. City may require that other licenses or permits be obtained if the public event will include other activities requiring permits or licenses under applicable city laws, ordinances, and/or regulations. The need for other licenses or permits will be determined by city during the application review process.

(2) Exemptions. A permit will not be required for the following public event(s):

(a) A public event conducted on any district and/or county property if (i) no significant public health, safety, and/or welfare concerns are present, (ii) no additional demand on police services and/or other city services is anticipated, and (iii) the public event will not affect the ordinary use of public property (e.g., public streets and/or other rights-of-way, trails, bike paths, sidewalks, etc.).

(b) A public event conducted entirely on private property if (i) no significant public health, safety, and/or welfare concerns are present, (ii) no additional demand on police services and/or other city services is anticipated, and (iii) the public event will not affect the ordinary use of public property (e.g., public streets and/or other rights-of-way, trails, bike paths, sidewalks, etc.).

(c) Any other public event the manager reasonably determines is exempt from the permit requirements imposed under this chapter; provided, however, the manager's exemption under this subsection may be granted only for certain limited private events, including, without limitation, family gatherings, weddings, and birthday parties, in which (i) no significant public health, safety, and/or welfare concerns are present, (ii) no additional demand on police services and/or other city services is anticipated, and (iii) the public event will not affect the ordinary use of public property (e.g., public streets and/or other rights-of-way, trails, bike paths, sidewalks, etc.). The manager's decision to exempt a particular public event will not set any precedent or bind future decisions of the manager. [Ord. 500 § 4, 2020].

5.10.040 Citywide events.

(1) Citywide Event Designation. No person may establish, maintain, and/or operate a citywide event within city without first applying for and obtaining the citywide event designation. Subject to the provisions of this chapter, the manager will review and evaluate any application for a citywide event designation. In evaluating an application for the designation, the manager may consider such factors, criteria, and characteristics of the proposed event the manager deems necessary or appropriate to determine whether a proposed public event is a citywide event, including, without limitation, that the event can be viewed by the public outside of the immediate event footprint or boundaries, and/or the estimated amount of total city staff hours and/or police officer hours to be assigned to the event is anticipated to exceed 20 hours. Notwithstanding the immediately preceding sentence, no public event will be designated as a citywide event unless (a) the event is expected to draw a significant citywide and/or regional crowd with no fewer than 2,000 attendees, and (b) the event is a recurring event held in city for at least three of the last five years. A public event that otherwise satisfies the requirements of the immediately preceding sentence must apply for and obtain the citywide event designation in accordance with this section. The manager is authorized to make an investigation of the public event and will review the application and conduct whatever investigation the manager deems necessary or appropriate to determine whether the application is complete, the statements made therein are true and accurate, and whether the public event qualifies for

the citywide event designation. The manager's decision on any given matter will not set any precedent nor bind future decisions of the manager. City will maintain an annual calendar listing the date(s) of each designated citywide event. Subject to the provisions of this section, designated citywide events have precedence over public events proposing to be conducted during the citywide event. As of the effective date of the ordinance codified in this chapter, the following are designated citywide events: (a) the Sisters Outdoor Quilt Show; (b) the Sisters Harvest Faire; (c) the Sisters Folk Festival; and (d) the Sisters Rodeo Parade.

(2) Citywide Event Regulations. Notwithstanding anything contained in this section to the contrary, (a) each citywide event will be conducted in compliance with all applicable provisions of this chapter, including, without limitation, the general requirements contained in SMC [5.10.070](#), and (b) no more than one citywide event will be permitted and/or conducted per month during the period commencing June 1st and ending September 30th of each calendar year. In addition to and not in lieu of all other applicable requirements under this section, no public event may be held, operated, conducted, and/or carried on during any day during which a citywide event occurs in city. During each citywide event, the organizer will designate an event manager to act as an on-site representative responsible for ensuring the citywide event is conducted in accordance with this section. The event manager will be available on site and at the phone number provided in the permit application while the citywide event is occurring.

(3) Annual Application. A person or organizer desiring to conduct a designated citywide event within city must first apply for and obtain a permit and pay all applicable application, permit, and other fees in accordance with this chapter. Except as provided in subsection (4) of this section, city will not review and evaluate any permit application for a public event proposing to be conducted during a designated citywide event. Notwithstanding the time periods contained in SMC [5.10.050](#)(1), an application for a citywide event permit must be (a) submitted not less than 90 days prior to the proposed event, and (b) approved by city not less than 30 days prior to the proposed event. Failure to submit an application not less than 90 days prior to the proposed event and/or receive approval not less than 30 days prior to the proposed event may, in city's sole discretion, result in revocation of the citywide event designation for the applicable calendar year.

(4) Effect of Revocation of Designation. Upon revocation of the citywide event designation, city will, on a first-come, first-served basis, review and evaluate any timely submitted permit applications for public events proposing to be conducted during the revoked citywide event. The decision to revoke the citywide event designation is not appealable. [Ord. [520](#) § 2 (Exh. A), 2021; Ord. [511](#) §§ 3, 4, 2021; Ord. [500](#) § 5, 2020].

5.10.050 Permit application requirements – Review.

(1) Application Requirements. Each person or organizer desiring to conduct a public event for which a permit is required under this chapter must apply for a permit to operate, engage, conduct, and/or carry on the public event on such application forms and in such manner as the manager may then prescribe. Subject to the provisions of this chapter, an application for a permit must be submitted not less than 30 days prior to a proposed large public event and approved by city not less than 14 days prior to the proposed large public event. An application for a permit must be submitted to city not less than 14 days prior to a proposed medium public event and/or small public event and approved by city not less than seven days prior to the proposed medium public event and/or small public event. Each application will be evaluated on its own merits; subject to the provisions of this section, there will be no presumption that a public event occurring annually or otherwise periodically will qualify for a permit. The application must be accompanied by the then-applicable application fee and all other fees required under this chapter. The

application must be filed with the manager and, in addition to all other information reasonably requested by the manager, must include, without limitation, the following information:

- (a) A description of the proposed public event, including, without limitation, (i) the name and type of public event, (ii) the proposed date(s) and time(s) of the public event, (iii) a description and map indicating the proposed location(s) of the public event, (iv) the sponsoring organization(s), and (v) the number of reasonably anticipated attendees;
- (b) The names, addresses, and contact information of the applicant and each person acting as an organizer for the public event;
- (c) A traffic control plan that addresses likely traffic impacts that may result from the proposed public event and, if the public event is in any way mobile and/or uses streets, roads, sidewalks, bike paths, trails, and/or rights-of-way, a description and map indicating the proposed route through city;
- (d) If the public event includes a road closure and/or requires use of traffic control equipment, the traffic control plan will identify the roads proposing to be closed, vehicle traffic flow, including any detours or lane closures, and all required traffic control equipment;
- (e) Whether food and/or alcoholic beverages are expected to be sold, served, and/or otherwise made available or consumed by attendees;
- (f) If alcoholic beverages will be available at other than regularly licensed and permanently located establishments, an applicant will be required to provide a security plan for alcohol monitoring;
- (g) If food will be available at other than regularly licensed and permanently located establishments, the name(s) of food vendors who will be participating in the public event;
- (h) Evidence that the applicant has obtained (or will obtain) all applicable federal, state, and/or local licenses, certificates, registrations, and/or permits required for the public event (and the identification of such licenses, certificates, registrations, and/or permits), including, without limitation, approval from the OLCC, if applicable;
- (i) If the public event requires use of city water, the time(s) and date(s) that such service needs to be turned on and off;
- (j) For any citywide event, the names, addresses, and contact information of the person(s) acting as the designated event manager (on-site representative);
- (k) Identification of each transient merchant participating in the public event, including, without limitation, (i) each transient merchant's name, contact information, and type of business and/or activity to be conducted during the public event, and (ii) such other information the manager deems necessary or appropriate;
- (l) If required under subsection (2)(a) of this section, public safety plan and security plan addressing the requirements of subsection (2)(a) of this section;
- (m) Any other information that the manager deems necessary or appropriate to enable city to review the application and determine whether the public event qualifies for issuance of a permit, including, without limitation, verification of the identity of the applicant or authorized agent submitting the application on behalf of the applicant; and

(n) Tents and other temporary structures erected on city park lawns and other public places shall not be maintained in excess of a total of four days from May 1st through September 30th or seven days from October 1st through April 30th.

(2) Public Safety – Sanitation – Insurance.

(a) Public Safety. An applicant for a permit for a large public event and/or citywide event must submit plans for public safety (including applicable fire safety) and on-site EMS for the public event to the manager. If required by city, private security and on-site EMS must be retained to reasonably ensure that all attendees, volunteers, vendors, contractors, guests, and/or invitees behave in a lawful and civilized manner and have adequate on-site EMS available. The applicant's proposed private security and on-site EMS plans will be subject to the manager's approval. Security personnel will be properly trained, state certified, licensed, bonded, insured, uniformed, and unarmed. EMS personnel will be properly trained and, if required by city, approved by the Sisters–Camp Sherman rural fire protection district. An applicant may, in city's sole discretion, be required to submit additional background information, including, without limitation, names of security and EMS personnel.

(b) Sanitation. A permit may be issued only after adequate waste disposal facilities have been identified and obtained by the applicant. Adequate waste disposal facilities will be as determined by the manager.

(c) Amplification Systems. Applicants will ensure that amplifying equipment will be located and operated so as to ensure that noise levels of the public event location will comply with the provisions contained in Chapter 8.16 SMC, including, without limitation, applicable noise levels.

(d) Insurance. Permit applicants must obtain and maintain public event liability insurance concerning the public event with limits of not less than \$1,000,000 combined single limit for coverage of bodily injury and property damage, and \$2,000,000 in the aggregate. If alcohol will be served at the public event, liquor liability insurance will also be obtained and maintained by the applicant with minimum limits approved by the manager. Each liability insurance will (i) be the primary insurance policy for all covered losses, (ii) name city and city's representatives as additional insureds, and (iii) apply to, and provide coverage for, all injuries, claims, demands, actions, suits, proceedings, damages, liabilities, losses, costs, and expenses of any kind, including, without limitation, bodily injury and property damage, arising out of the public event. The liability insurance policy(ies) (and endorsements) required under this subsection will be in form and content satisfactory to city and will be provided to city for inspection at the time the application is submitted. Notwithstanding anything contained in this chapter to the contrary, the minimum insurance required under this section (i) will provide coverage in amounts sufficient to meet the minimum tort claim liability limits under applicable law, (ii) may be adjusted at any time and from time to time through council resolution or manager determination, and (iii) may be adjusted, waived, and/or modified by the manager for small public events and/or medium public events.

(3) Manager Review. Any application for a permit required under this chapter will be reviewed by the manager. The manager may approve, approve with conditions, or deny an application for a permit. The manager's approval of an application for a permit (or any part thereof) is not a guaranty, representation, and/or warranty of the correctness or suitability of the public event (including, without limitation, the public safety and/or EMS plans for the public event). The manager is authorized to make an investigation of the public event and will review the application and conduct whatever investigation the manager deems necessary or appropriate to determine whether the application is complete, the statements made therein are true and accurate, and whether the public event complies with this chapter and all applicable federal,

state, and/or local laws, regulations, and/or ordinances. No permit will be knowingly issued to any person concerning a public event that is prohibited by federal, state, and/or local laws, regulations, and/or ordinances. If the manager determines it necessary or appropriate, the manager may (a) impose any additional conditions, including, without limitation, any conditions necessary to preserve and/or protect city property and/or the right-of-way, and/or (b) waive and/or modify procedural and/or substantive conditions and/or requirements under this chapter. Notwithstanding this broad authority, the manager will act reasonably, in compliance with applicable federal, state, and local laws, regulations, and ordinances, and in a manner the manager reasonably believes is in city's best interests. The manager's decision on any given matter will not set any precedent nor bind future decisions of the manager. [Ord. [520](#) § 2 (Exh. A), 2021; Ord. [500](#) § 6, 2020].

5.10.060 Fees – Deposit.

(1) Permit Fee. The public event permit fee will be determined by council resolution. The permit fee may be increased or decreased at any time and from time to time by council resolution. The permit fee imposed under this chapter will be in addition to, and not in lieu of, any other city license and/or permit fees, charges, and/or taxes.

(2) Other Fees. The amount of any other fees and charges, including, without limitation, the application fee, equipment rental fees, and/or any utility service fees and charges, will be determined by council resolution. The fees and charges identified in the immediately preceding sentence may be increased or decreased at any time and from time to time by council resolution.

(3) Deposit. If an applicant has previously violated any provision of this chapter and/or any other city laws, regulations, and/or ordinances, city may require a deposit, in an amount determined by the manager, prior to issuing a permit. The deposit will be in addition to, and not in lieu of, any other license and/or permit fees, charges, and/or taxes imposed by city, including, without limitation, the application and permit fees. [Ord. [500](#) § 7, 2015].

5.10.070 General requirements.

(1) Hours of Operation – Duration of Public Event. No public event will be conducted in city during the hours of 10:00 p.m. and 7:00 a.m. without the manager's prior written approval. Hours of operation will be approved at the time the permit is issued. Each person issued a permit will be permitted to begin setting up for the day's event at 7:00 a.m. or at such other time authorized by the manager. Subject to the provisions of this chapter, a permit will be valid and effective for a period not to exceed four consecutive days in any seven-day period (which four-day period excludes the 24 hours after the conclusion of the public event for cleanup under subsection (3) of this section). No public event permit will be approved (and no public event will be conducted) during any day of a designated citywide event.

(2) Participation – Exclusive Use. No person will participate in a public event which that person (a) knows is required to have a permit under this chapter, and (b) knows or should know that the required permit was not obtained. No person will unreasonably interfere with a public event conducted pursuant to a permit issued under this chapter and/or any person, vehicle, and/or animal participating or used in such public event. Except as expressly provided otherwise in a permit, a permit does not grant a permit holder exclusive use of city property and/or right-of-way. No person will erect any temporary improvement, including, without limitation, fences, barriers, and/or tents, without the manager's prior written approval. Nothing contained in this chapter will be construed as imposing on city an obligation to otherwise secure any city property designated for exclusive use in a public event permit.

(3) Cleanup. All city property and rights-of-way will be cleaned of rubbish and debris, returning it to their previous pre-event condition, within 24 hours after the conclusion of the public event. If a person fails to

keep and maintain the public event location(s) in a clean condition, city may perform (or contract with another to perform) such cleanup as city deems necessary or appropriate, at the expense of the permit holder. Any costs or expenses incurred by city to perform a permit holder's maintenance and cleanup obligations will be payable by the permit holder immediately upon city's demand.

(4) Release – Indemnification. Nothing contained in this chapter will be construed as imposing on city and/or its officials or employees any liability or responsibility for any injury, damage, and/or destruction to person or property caused or in any way connected to the public event. City and city's representatives will not be deemed to have assumed any liability and/or responsibility by reasons of inspections performed, the issuance of any permit, and/or the approval of any use of the right-of-way. By accepting a permit issued under this chapter, each sponsor, organizer, and person issued a permit under this chapter will, on a joint and several basis, release, defend, indemnify, and hold harmless city and city's representatives for, from, and against all injuries, claims, demands, actions, suits, proceedings, damages, liabilities, losses, costs, and expenses of any kind whatsoever, including, without limitation, attorney fees and costs, arising out of or resulting from, whether directly or indirectly, the following: (a) the acts or omissions of the permit holder and/or its affiliates, officers, directors, shareholders, managers, members, employees, agents, representatives, vendors, attendees, and/or contractors in the establishment, maintenance, operation, attendance, and/or participation in the public event; and/or (b) permit holder's failure to comply with the requirements of this chapter.

(5) Compliance with Laws. Each public event, including, without limitation, a public event exempted under SMC [5.10.030\(2\)](#), must be conducted in accordance with all applicable federal, state, and local laws, regulations, and/or ordinances, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), and any ordinances, codes, rules, and/or regulations promulgated by city. The issuance of a permit does not authorize a public event to operate in violation of any applicable federal, state, and/or local laws, regulations, and/or ordinances. Issuance of a permit by city is not evidence that the applicant and/or public event is in compliance with, or exempt from, any applicable federal, state, and/or local laws, regulations, and/or ordinances. Issuance of a permit will not be construed to constitute permission to engage in any activity prohibited by federal, state, and/or local laws, regulations, and/or ordinances, or a waiver of any other regulatory or license requirement imposed under applicable federal, state, and/or local laws, regulations, and/or ordinances.

(6) Transient Merchants. Each person or organizer desiring to conduct a public event must submit a list (in such form and substance prescribed by city) identifying each transient merchant participating in the public event and containing the information required under SMC [5.10.050\(1\)\(k\)](#). The applicant must submit at least a preliminary list of any transient merchants participating in the public event (including, without limitation, the total number of proposed transient merchants even if specific transient merchants are not yet known) contemporaneously with the permit application required under this chapter and the applicant will provide a final list not less than 72 hours prior to the proposed public event (including, without limitation, identification of any additions and/or removals from the preliminary list), which shall not exceed the total number of transient merchants approved by city. Notwithstanding anything contained in this chapter to the contrary, each transient merchant participating in a public event will be subject to and comply with all applicable provisions contained in Chapter [5.35](#) SMC.

(7) City Parks. Each public event will be conducted subject to and in accordance with all applicable rules and regulations concerning the use of city's parks and/or city property. No medium public event, large public event, and/or citywide public event may be held, conducted, operated, and/or carried on at, on, and/or about Creekside Park. No large public event and/or citywide event may be held, conducted,

operated, and/or carried on at any city park within 10 days following the last day of a designated citywide event that was held, conducted, operated, and/or carried on at such park.

(8) Road Closure – Traffic Control. No request for a road closure in connection with a public event will be approved unless the public event traffic control plan identifies alternate routes, safety measures, and appropriate traffic control measures. Each traffic control plan will comply with all applicable laws, including, without limitation, all applicable federal, state, and local laws, regulations, codes, ordinances, and directives (including the Manual on Uniform Traffic Control Devices and/or the ODOT Temporary Traffic Control Handbook). Any road closure in connection with a public event will be conducted in such a manner intended to minimize any obstruction and/or disruption to traffic circulation (the organizer will provide adequate traffic control) and the organizer will ensure that the closure does not obstruct and/or prevent necessary police and fire emergency routes. Each sponsor, organizer, and person issued a permit will be responsible for all costs and expenses of a road closure, including, without limitation, any costs and expenses incurred by city to assist with and/or facilitate the road closure. Notwithstanding anything contained in this chapter to the contrary, city will not permit any closure(s) of city-owned and/or controlled roads in connection with a public event between the period commencing on the Friday immediately preceding Memorial Day and ending on the Monday of Labor Day weekend. The prohibition contained in the immediately preceding sentence does not apply to parades permitted under this chapter or any citywide public event. [Ord. [520](#) § 2 (Exh. A), 2021; Ord. [500](#) § 8, 2020].

5.10.080 No vested rights or privileges.

Nothing contained in this chapter may be construed as vesting any right or privilege in a permit or permit holder or a contract obligation on the part of city. [Ord. [500](#) § 9, 2020].

5.10.090 Permit denial, suspension, and revocation – Appeals – Penalties.

(1) Grounds for Denial, Suspension, Revocation. The manager may deny, suspend, and/or revoke a permit for any of the following: (a) the application is incomplete and/or fails to meet the requirements under this chapter; (b) fraud, misrepresentation, and/or false statement(s) contained in the application for a permit and/or willful withholding of information or incomplete disclosure concerning any matter required to be furnished in connection with any such application for a permit; (c) fraud, misrepresentation, and/or false statement(s) made in the course of carrying on the public event; (d) a violation of this chapter and/or the terms and conditions imposed under the permit; (e) conducting the permitted public event in an unlawful manner and/or in such a manner as to present an immediate danger to the health, safety, and/or general welfare of persons or property; (f) if denial, suspension, or revocation is necessary to prevent the loss, damage, and/or destruction of public property, and/or to preserve the public health, safety, and/or welfare; (g) failure to comply with any applicable federal, state, and/or local law, regulation, and/or ordinance, and/or any agreement with city; (h) failure to comply with any city application, license and/or permit requirements; and/or (i) failure to make any required utility payments or pay any other required fee or expense. After revocation, the permit holder may not conduct the public event or, if the public event has commenced, will immediately cause the public event to be terminated in a safe, proper manner.

(2) Investigation. If city receives complaints about any public event, the applicable permit may be reviewed by the manager.

(3) Notice of Denial, Revocation, or Suspension. The manager must provide to the applicant or permit holder notice of any permit denial, suspension, and/or revocation and the reasons thereof within a reasonable period of time after the manager's determination. All notices must be in writing and must be delivered to the applicant or permit holder at the address set forth in the permit application. Any notice will be deemed delivered upon actual receipt if delivered personally, via email or facsimile (with electronic

confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage prepaid, certified, return receipt requested. If the violation ends prior to the manager's notice of a permit denial, suspension, and/or revocation, the manager may discontinue any revocation proceedings. The notice will inform the applicant or permit holder of its appeal rights under this chapter.

(4) Appeal. A decision to deny, suspend, and/or revoke a permit may be appealed by delivering written notice of appeal to the manager within 10 days of the notice of denial, suspension, and/or revocation. Failure to file notice of appeal within the aforementioned 10-day appeal period is deemed a waiver of all rights to object to a permit denial, suspension, and/or revocation determination. Unless the manager has declared that immediate danger to the health, safety, and/or general welfare of persons or property exists, the manager's decision to revoke or suspend is stayed pending appeal. The manager will transmit the notice of appeal together with the file of the appealed matter to the council. Upon receipt of the notice and file, the council will fix a time and place for hearing the appeal. The council will give the appellant not less than 10 days' prior written notice of the time and place of hearing the appealed matter. The council will hear and determine the appeal on the basis of the written statement and any additional evidence the council considers appropriate or relevant, including any information provided by the manager. At the hearing, the appellant may present testimony and oral argument, personally or through legal counsel, and any additional evidence; provided, however, the rules of evidence as used by courts of law do not apply. The decision of the council is final and conclusive.

(5) Violation – Infractions. City may maintain an action in a court of competent jurisdiction to enforce the provisions of this chapter. Violation of or failure to comply with any provision of this chapter is punishable upon conviction by a fine not less than \$100.00 and not to exceed \$1,500 per violation, per day. City will be entitled to collect from any person violating or otherwise failing to comply with this chapter city's reasonable attorney fees and other fees, costs, and expenses incurred by city to enforce this chapter. Each violation, and each day that a violation continues, constitutes a separate civil infraction. The remedies available under this chapter are not exclusive of any other remedies available under any applicable federal, state, and/or local laws, regulations, and/or ordinances. It is within city's discretion to seek cumulative remedies for a violation of this chapter. [Ord. [520](#) § 2 (Exh. A), 2021; Ord. [500](#) § 10, 2020].

5.10.100 Administration.

The manager is responsible for the administration of this chapter. The manager may establish reasonable rules and regulations necessary or appropriate to carry out the purpose and intent of this chapter. Violations of any rules and/or regulations established by the manager pursuant to this chapter will be subject to the penalties described in this chapter. No person may violate or fail to comply with any rule or regulation established by the manager or willfully make any false or misleading statement to the manager regarding information relevant to the issuance of a permit. [Ord. [500](#) § 11, 2020].

[Mobile Version](#)

Chapter 5.35 TRANSIENT MERCHANTS

Sections:

- 5.35.010 Purpose – Policy.**
- 5.35.020 Short title.**
- 5.35.030 Definitions.**
- 5.35.040 License required.**
- 5.35.050 License application requirements – Sanitation – Insurance – Review.**
- 5.35.060 Fees – Deposit.**
- 5.35.070 General requirements.**
- 5.35.080 No vested rights or privileges – Transfer.**
- 5.35.090 License denial, suspension, revocation, and review – Appeals – Penalties.**
- 5.35.100 Administration.**

Prior legislation: Code 2002 §§ 5.24.115 – 5.24.155, Ords. 178, 295, 338, 464 and 470.

5.35.010 Purpose – Policy.

The purposes of this chapter include, without limitation, the following: (1) to protect the public health, safety, and welfare of city's citizens and visitors of city; (2) to preserve, protect, and enhance the economic, scenic, historic, and aesthetic values and objectives of city; and (3) to protect and maintain the safe and free flow of pedestrian and vehicular traffic on city streets, sidewalks, rights-of-way, and other areas open to the public. This chapter is intended to (1) establish reasonable and uniform regulations concerning the licensing and operation of transient merchants in city, and (2) impose appropriate fees to ensure recovery of city's costs and expenses incurred to administer and enforce this chapter. [Ord. [501](#) § 2, 2020].

5.35.020 Short title.

The ordinance codified in this chapter may be referred to as the "transient merchant ordinance" and will be cited and referred to herein as "this chapter." [Ord. [501](#) § 3, 2020].

5.35.030 Definitions.

Unless the context requires otherwise, when used in this chapter the following terms and phrases have the meanings assigned to them below, whether or not such terms are capitalized:

"Applicant" means the person applying for a license to operate and/or carry on as a transient merchant within city.

"City's representatives" means each present and future officer, employee, agent, contractor, and/or representative of city.

"Council" means the then-appointed Sisters city council.

"License" means the permission granted by city under this chapter to operate, engage, conduct business, and/or carry on as a transient merchant in city.

"License fee(s)" means the license fees described under SMC [5.35.060](#)(1).

“License term” means the duration of time that the transient merchant is permitted to operate as described in SMC [5.35.070](#)(1).

“Manager” means city’s then-appointed city manager and/or his or her designee(s).

“Person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, incorporated organization, and/or any other entity, whether acting in an individual, fiduciary, and/or other capacity.

“Premises” means the location where the transient merchant is licensed to operate as described in a license approved under this chapter.

“Public event permit” means a permit issued under Chapter [5.10](#) SMC.

“Rights-of-way” means the public streets, alleys, avenues, thoroughfares, highways, places, and grounds located within city which are owned and controlled by city.

“Transient merchant(s)” means any person engaged in the temporary business of purchasing and/or selling food, produce, merchandise, service(s), goods, wares, and/or any other thing of value and who, in furtherance of such purpose, hires, leases, uses, and/or otherwise occupies any building, structure, motor vehicle, hotel room, tent, cart, booth, public room, apartment, shop, street, space, alleyway, and/or other device of any other type within city for purposes of engaging in the temporary business. For purposes of this chapter, a person is engaged in a “temporary business” when the person (a) is not licensed or otherwise required to be licensed under Chapter [5.05](#) SMC, (b) is not regularly engaged in an annual business (as defined in SMC [5.05.015](#)) of selling food, produce, merchandise, service, goods, wares, and/or any other thing of value in city, and/or (c) operates within the city for less than 30 days in a calendar year. [Ord. [501](#) § 4, 2020].

5.35.040 License required.

(1) License. Except as otherwise exempted under subsection (2) of this section, no person may act, operate, and/or carry on as a transient merchant (and/or establish, maintain, conduct, operate, and/or carry on the business of a transient merchant) within city without first applying for and obtaining a license and paying all applicable license and other fees in accordance with this chapter. No person with actual, present, supervisory control of any transient merchant for which a license is required under this chapter may permit, direct, and/or allow the operation or continuation of such transient merchant activities at any time when there is not then in full force and effect a license issued pursuant to and in accordance with the provisions of this chapter. City may require that other licenses or permits be obtained if the transient merchant’s business and/or activity will include other activities requiring permits or licenses under applicable city laws, ordinances, and/or regulations. The need for other licenses or permits will be determined by city during the application review process.

(2) Exemptions. The following are exempt from the requirements of this chapter:

(a) Traveling salespersons, commercial travelers, or similar persons who exclusively or primarily sell to, deliver to, and/or solicit orders from local retailers, businesses, governments, schools, and/or wholesale firms.

(b) The sale of a newspaper subscription in which the seller is a person engaged in both the delivery and sale of the newspaper.

(c) The occasional sales of goods and/or services by local school students related to their school and/or school activities, and/or fundraising sales by local service clubs, groups, and/or charitable nonprofit organizations, such as Elks, Kiwanis, Lions, Boy Scouts, veterans groups, and/or Girl Scouts.

(d) Any person 17 years or younger operating on a part-time basis with annual gross income of less than \$500.00.

(e) Any political group seeking funds or membership.

(f) Garage sales, yard sales, rummage sales or swap meets conducted on private property; provided, that the sale is not conducted over a period in excess of four consecutive days or more often than three times in a calendar year.

(g) The sale of goods, merchandise, and/or food in, on, and/or about a right-of-way directly adjacent to the licensed brick and mortar business conducting the sale. [Ord. 501 § 5, 2020].

5.35.050 License application requirements – Sanitation – Insurance – Review.

(1) Application Requirements. Each person desiring to operate, act, and/or carry on as a transient merchant must apply for a license to operate, engage, conduct, and/or carry on as a transient merchant on such application forms and in such manner as the manager may then prescribe. Applications are available at the Sisters City Hall during city's regular business hours and on city's website. Subject to the provisions of this chapter, an application for a license must be submitted not less than 30 days prior to commencement of the proposed transient merchant activity. Each application will be evaluated on its own merits. The application must be accompanied by the then-applicable license fee. The application must be filed with the manager and, in addition to all other information reasonably requested by the manager, must include, without limitation, the following information and documentation:

(a) The name, permanent address, mailing address, and telephone number of the applicant and the names of all persons having an interest in the transient merchant's business;

(b) A brief description of the nature of the transient merchant activity and the goods and/or services to be sold, purchased, offered, and/or provided in city;

(c) The location where the transient merchant will operate and, if on private property, the written consent of the property owner;

(d) The days for which the license is desired;

(e) A statement regarding whether the transient merchant will be participating in a permitted public event;

(f) Known consumer complaints made to local or state consumer agencies against the applicant or against any person acting as an employee or agent of the applicant;

(g) Evidence that the applicant has obtained (or will obtain) all applicable federal, state, and/or local licenses, certificates, registrations, and/or permits required for the transient merchant to operate (and the identification of such licenses, certificates, registrations, and/or permits); and

(h) Proof of the required insurance coverage set forth in subsection (2)(b) of this section.

(2) Sanitation – Insurance.

(a) Sanitation. A license may be issued only after adequate waste disposal facilities have been identified and obtained by (or made available to) the applicant. Adequate waste disposal facilities will be as determined by the manager. All waste must be disposed of in compliance with all applicable federal, state, and/or local laws, rules, regulations, policies, and/or ordinances, including, without limitation, any applicable city, Deschutes County, and/or Oregon standards. Transient merchants will pick up any waste, paper, cardboard, wood, containers, and/or any litter resulting from its business activity that is deposited by any person within 25 feet of the transient merchant's location.

(b) Insurance. License applicants must obtain and maintain insurance policies that provide adequate coverage for all risks normally insured against by a person carrying on a similar business in a similar location and for any other risks to which the transient merchant is normally exposed. Liability insurance will (i) be the primary insurance policy for all covered losses, (ii) name city and city's representatives as additional insureds, and (iii) apply to, and provide coverage for, all injuries, claims, demands, actions, suits, proceedings, damages, liabilities, losses, costs, and expenses of any kind, including, without limitation, bodily injury and property damage, arising out of the transient merchant activity. The liability insurance policy(ies) (and endorsements) required under this subsection will be in form and content satisfactory to city and will be provided to city for inspection at the time the application is submitted. Notwithstanding anything contained in this chapter to the contrary, the minimum insurance required under this section (i) will provide coverage in amounts sufficient to meet the minimum tort claim liability limits under applicable law, and (ii) may be increased at any time and from time to time through council resolution or manager determination.

(3) Manager Review. Any application for a license required under this section will be reviewed by the manager. The manager may approve, approve with conditions, or deny an application for a license. The manager's approval of an application for a license (or any part thereof) is not a guaranty, representation, and/or warranty of the correctness or suitability of the transient merchant's activities. The manager is authorized to conduct whatever investigation the manager deems necessary or appropriate to determine whether the application is complete, the statements made therein are true and accurate, and whether the transient merchant complies with this chapter and all applicable federal, state, and/or local laws, regulations, and ordinances. No license will be knowingly issued to any transient merchant that is prohibited by federal, state, and/or local laws, regulations, and/or ordinances. If the manager determines necessary or appropriate, the manager may waive or modify procedural and substantive conditions and requirements under this chapter. Notwithstanding this broad authority, the manager will act reasonably, in compliance with applicable federal, state, and local laws, regulations, and ordinances, and in a manner the manager reasonably believes is in city's best interests. The manager's decision on any given matter will not set any precedent nor bind future decisions of the manager. [Ord. [501](#) § 6, 2020].

5.35.060 Fees – Deposit.

(1) License Fee. The transient merchant license fee will be determined by council resolution. The license fee may be increased or decreased at any time and from time to time by council resolution. The license fee imposed under this section will be in addition to, and not in lieu of, any other city application, license, and/or permit fees, charges, and/or taxes.

(2) Deposit. If an applicant has previously violated any provision of this chapter and/or any other city laws, regulations, and/or ordinances, city may require a deposit, in an amount determined by the manager, prior to issuing a license. The deposit will be in addition to, and not in lieu of, any other application, license and/or permit fees, charges, and/or taxes imposed by city. [Ord. [501](#) § 7, 2020].

5.35.070 General requirements.

(1) Hours of Operation – Duration of Operation. No transient merchant will operate and/or conduct the transient merchant's business in city between the hours of 9:00 p.m. and 7:00 a.m. without the manager's prior written approval. Hours of operation will be approved at the time the license is issued. Each person issued a license will be permitted to begin setting up for the day at 7:00 a.m. or at such other time authorized by the manager. Subject to the provisions of this chapter, a license will be valid and effective for a period not to exceed three consecutive days, six times per calendar year on the same property.

(2) Public Events. Notwithstanding the limitations concerning hours and duration of operation contained in subsection (1) of this section, transient merchants authorized to participate in a public event permitted under Chapter [5.10](#) SMC will be subject to and comply with the prescribed hours and duration of operation identified in the public event permit if different than those in subsection (1) of this section. Any days during which a transient merchant is authorized to participate in a public event will not apply toward the durational limitations contained in subsection (1) of this section. In accordance with SMC [5.10.070](#)(6), the applicant for a public event permit required under this chapter will submit to city a list of each transient merchant participating in the proposed public event, which list will include, without limitation, (a) each transient merchant's name, contact information, and type of business and/or activity to be conducted during the public event, and (b) such other information the manager deems necessary or appropriate. No license application under this chapter will be required of any transient merchant participating in a permitted public event; provided, however, each transient merchant participating in a public event will be subject to and comply with the provisions of this chapter.

(3) Display of License – Signage. Any person licensed to operate as a transient merchant must display the license, together with any conditions, at all times on the premises and in a location visible to customers. All signage and display of merchandise must comply with all applicable laws including the requirements of the SMC. A maximum of two signs on the premises is allowed, regardless of the number of transient merchants operating from the premises. A transient merchant may not place signs on property other than that being used by the transient merchant.

(4) Location – Setback. Each license will be issued for a single fixed location. No transient merchant will change location except as provided otherwise in a license. Transient merchants are prohibited from locating and/or operating, and no transient merchant may engage in the transient merchant's business, (a) in, on, about, and/or within 126 feet of Cascade Avenue (or any portion thereof) between Pine Street and Locust Street, and/or (b) in, on and/or within 15 feet of any portion of Wychus Creek in city. For purposes of this subsection, "within 126 feet" means a straight-line measurement in a radius extending for 126 feet or less in every direction as measured from any point on the boundaries of the portion of the East U.S. Highway 20/OR-126/Cascade Avenue right-of-way commencing at the centerline of South Locust Street (at the intersection with East U.S. Highway 20/OR-126) and continuing along East U.S. Highway 20/OR-126, East Cascade Avenue, and West Cascade Avenue and ending at the centerline of Pine Street; "within 15 feet" means a straight-line measurement in a radius extending for 15 feet or less in every direction as measured from any point of the stream bank of Wychus Creek in city.

(5) Removal of Structures. Any structure(s), cart(s), vending unit(s), tent(s), table(s), and/or other appurtenance(s) used by a transient merchant must not be located or relocated on the premises until commencement of the license term (or as identified in the license), and must be removed from the premises promptly upon expiration of the license term.

(6) Impediment – Noise. Each transient merchant must locate and conduct all transient merchant activities outside of the public right-of-way, including, without limitation, sidewalks and roads, and must not impair, impede, or otherwise interfere with the free flow of pedestrian and/or vehicular traffic on public or private

property. No transient merchant will make any loud or unreasonable noise of any kind by vocalizing or otherwise for the purpose of advertising and/or attracting attention to the transient merchant's business activity.

(7) Release – Indemnification. Nothing contained in this chapter will be construed as imposing on city and/or its officials or employees any liability or responsibility for any injury, damage, and/or destruction to person or property caused or in any way connected to the transient merchant and/or transient merchant's activities. City and city's representatives will not be deemed to have assumed any liability and/or responsibility by reason of inspections performed and/or the issuance of any license. By accepting a license issued under this chapter, each person issued a license under this chapter will, on a joint and several basis, release, defend, indemnify, and hold harmless city and city's representatives for, from, and against all injuries, claims, demands, actions, suits, proceedings, damages, liabilities, losses, costs, and expenses of any kind whatsoever, including, without limitation, attorney fees and costs, arising out of or resulting from, whether directly or indirectly, the following: (a) the acts or omissions of the license holder and/or its affiliates, officers, directors, shareholders, managers, members, employees, agents, representatives, vendors and/or contractors in the establishment, maintenance, operation, and/or participation in the transient merchant activity; and/or (b) license holder's failure to comply with the requirements of this chapter.

(8) Compliance with Laws. Each transient merchant, including, without limitation, a business or operation exempted under SMC [5.35.040](#)(2), must operate in accordance with all applicable federal, state, and local laws, regulations, and/or ordinances, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder), and any ordinances, codes, rules, and/or regulations promulgated by city. The issuance of a license does not authorize a transient merchant to operate in violation of any applicable federal, state, and/or local laws, regulations, and/or ordinances. Issuance of a license by city is not evidence that the applicant and/or transient merchant is in compliance with, or exempt from, any applicable federal, state, and/or local laws, regulations, and/or ordinances. Issuance of a license will not be construed to constitute permission to engage in any activity prohibited by federal, state, and/or local laws, regulations, and/or ordinances, or a waiver of any other regulatory or license requirement imposed under applicable federal, state, and/or local laws, regulations, and/or ordinances. [Ord. [501](#) § 8, 2020].

5.35.080 No vested rights or privileges – Transfer.

Nothing contained in this chapter may be construed as vesting any right or privilege in a license or license holder or a contractual obligation on the part of city. The license may not be transferred without the manager's prior written approval. [Ord. [501](#) § 9, 2020].

5.35.090 License denial, suspension, revocation, and review – Appeals – Penalties.

(1) Grounds for Denial, Suspension, Revocation. The manager may deny, suspend, and/or revoke a license for the following: (a) the application is incomplete and/or fails to meet the requirements under this chapter; (b) fraud, misrepresentation, and/or false and/or misleading statement(s) contained in the application for a license and/or willful withholding of information or incomplete disclosure concerning any matter required to be furnished in connection with any such application for a license; (c) fraud, misrepresentation, and/or false and/or misleading statement(s) made in the course of carrying on the transient merchant activity; (d) a violation of this chapter and/or the terms and conditions imposed under the license; (e) conducting the licensed transient merchant activity in an unlawful manner and/or in such a manner as to present an immediate danger to the health, safety, and/or general welfare of persons or property; (f) failure to comply with any applicable federal, state, and/or local law, regulation, and/or ordinance, and/or any agreement with city; and/or (g) failure to obtain all applicable federal, state, and/or

local licenses, certificates, registrations, and/or permits required for the transient merchant to operate. After revocation, the license holder may not operate as a transient merchant or otherwise conduct the transient merchant business in city or, if the transient merchant has commenced operations, will immediately cause the transient merchant's operations to be terminated in a safe, proper manner.

(2) Investigation. If city receives complaint(s) about any transient merchant, the applicable license may be reviewed by the manager.

(3) Notice of Denial, Revocation, or Suspension. The manager must provide to the applicant or license holder notice of any license denial, suspension, and/or revocation and the reasons thereof within a reasonable period of time after the manager's determination. All notices must be in writing and must be delivered to the applicant or license holder at the address set forth in the license application. Any notice will be deemed delivered upon actual receipt if delivered personally, via email or facsimile (with electronic confirmation of delivery), or an overnight delivery service, or at the end of the third business day after the date deposited in the United States mail, postage prepaid, certified, return receipt requested. If the violation ends prior to the manager's notice of a license denial, suspension, and/or revocation, the manager may discontinue any revocation proceedings. The notice will inform the applicant or license holder of its appeal rights under this section.

(4) Appeal. A decision to deny, issue subject to conditions, suspend, and/or revoke a license may be appealed by delivering written notice of appeal to the manager within 10 days of the notice of denial, suspension, and/or revocation. Failure to file notice of appeal within the 10-day appeal period is deemed a waiver of all rights to object to a license denial, issuance subject to conditions, suspension, and/or revocation determination. Unless the manager has declared that immediate danger to the health, safety, and/or general welfare of persons or property exists, the manager's decision to revoke or suspend is stayed pending appeal. The manager will transmit the notice of appeal together with the file of the appealed matter to council. Upon receipt of the notice and file, council will fix a time and place for hearing the appeal. Council will give the appellant not less than 10 days' prior written notice of the time and place of the hearing. Council will hear and determine the appeal on the basis of the written statement and any additional evidence council considers appropriate or relevant, including any information provided by the manager. At the hearing, the appellant may present testimony and oral argument, personally or through legal counsel, and any additional evidence; provided, however, the rules of evidence as used by courts of law do not apply. The decision of council is final and conclusive.

(5) Penalties. City may maintain an action in a court of competent jurisdiction to enforce the provisions of this chapter. Violation of or failure to comply with any provision of this chapter is punishable upon conviction by a fine not less than \$100.00 and not to exceed \$1,500 per violation, per day. City will be entitled to collect from any person violating or otherwise failing to comply with this chapter city's reasonable attorney fees and other fees, costs, and expenses incurred by city to enforce this chapter. Each violation, and each day that a violation continues, constitutes a separate civil infraction. The remedies available under this chapter are not exclusive of any other remedies available under any applicable federal, state, and/or local laws, regulations, and/or ordinances. It is within city's discretion to seek cumulative remedies for a violation of this chapter. [Ord. 501 § 10, 2020].

5.35.100 Administration.

The manager is responsible for the administration of this chapter. The manager may establish reasonable rules and regulations necessary or appropriate to carry out the purpose and intent of this chapter. Violations of any rules and/or regulations established by the manager pursuant to this chapter will be subject to the penalties described in this chapter. No person may violate or fail to comply with any rule or

regulation established by the manager or willfully make any false or misleading statement to the manager regarding information relevant to the issuance of a license. [Ord. [501](#) § 11, 2020].

[Mobile Version](#)

Public Events Fact Sheet

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



Where can I locate information about public event application requirements? The public event application, supporting documents, and other information can be located on the City website at www.ci.sisters.or.us/publicworks/page/public-events

What is the governing document for public events? Standard requirements and penalties pertaining to public events in the incorporated City limits can be found in [Ordinance 500](#). Ordinance 500 was passed by City council in January 2020 and can be found on the City website in [Chapter 5.10](#) of the Municipal Code.

What is a public event? Public event(s) means any non-City organized activity, assembly, gathering, and/or event, including, without limitation, entertainment, recreation, sale of goods or services, and/or other common purpose to be undertaken by a person or organization, that:

1. Is anticipated to involve or attract 25 or more attendees
2. Is reasonably expected to place additional demand on public services, and/or
3. Affects the ordinary use of public property (e.g., public streets and/or other rights-of-way, trails, bike paths, sidewalks, etc.).

For purposes of Ordinance 500 “public event(s)” includes, without limitation, celebrations, parades, exhibitions, sports competitions, fairs, festivals, and block parties; provided, however, “public event(s)” does not include, without limitation, demonstrations and other lawful assemblies, which may include, without limitation, private social gatherings that will make no use of City property and/or right-of-way other than for lawful parking.

What are the application requirements for a public event? Each person or organizer desiring to conduct a public event for which a permit is required must apply for a permit to operate, engage, conduct, and/or carry on the public event on the public event permit application.

Large Event - An application for a permit must be submitted not less than 90 days prior to a proposed large public event and approved by City not less than 30 days prior to the proposed large public event.

Medium & Small Events - An application for a permit must be submitted to City not less than 60 days prior to a proposed medium public event and/or small public event and approved by City not less than 30 days prior to the proposed medium public event and/or small public event.

Each application will be evaluated on its own merits. There will be no presumption that a public event occurring annually or otherwise periodically will qualify for a permit. The application must be accompanied by the then applicable application fee and all other fees required under Ordinance 500.

The application must be filed with the city and, in addition to all other information reasonably requested by the manager, must include, without limitation, the following information:

- (a) An event narrative or description of the proposed public event, including, without limitation:
 1. the name and type of public event
 2. the proposed date(s) and time(s) of the public event
 3. a description and map indicating the proposed location(s) and event set-up

4. the sponsoring organization(s)
 5. the number of reasonably anticipated attendees
- (b) The names, addresses, and contact information of the applicant and each person acting as an organizer for the public event(s).
 - (c) A traffic control plan for large or City wide public event that addresses likely traffic and parking impacts that may result from the proposed public event and, if the public event is in any way mobile and/or uses streets, roads, sidewalks, bike paths, trails, and/or rights-of-way, a description and map indicating the proposed route through City.
 - (d) If the public event includes a road closure and/or requires use of traffic control equipment, the traffic control plan will identify the roads proposing to be closed, vehicle traffic flow, including any detours or lane closures, and all required traffic control equipment.
 - (e) Whether food and/or alcoholic beverages are expected to be sold, served, and/or otherwise made available or consumed by attendees.
 - (f) If alcoholic beverages will be available at other than regularly licensed and permanently located establishments, an applicant will be required to provide a security plan for alcohol monitoring.
 - (g) If food will be available at other than regularly licensed and permanently located establishments, the name(s) of food vendors who will be participating in the public event.
 - (h) Evidence that the applicant has obtained (or will obtain) all applicable federal, state, and/or local licenses, certificates, registrations, and/or permits required for the public event (and the identification of such licenses, certificates, registrations, and/or permits), including, without limitation, approval from the OLCC, if applicable;
 - (i) If the public event requires use of City water, the time(s) and date(s) that such service need to be turned on and off.
 - (j) For any City-wide event, the names, addresses, and contact information of the person(s) acting as the designated event manager (on-site representative).
 - (k) Identification of each transient merchant participating in the public event, including, without limitation:
 1. each transient merchant's name, contact information, and type of business and/or activity to be conducted during the public event, and
 2. such other information the manager deems necessary or appropriate
 - (l) If required under Section 6.2(a) of Ordinance 500, public safety plan and security plan addressing the requirements of Section 6.2(a); and
 - (m) Any other information that the manager deems necessary or appropriate to enable City to review the application and determine whether the public event qualifies for issuance of a permit, including, without limitation, verification of the identity of the applicant or authorized agent submitting the application on behalf of the applicant.

What events are exempt? A permit will not be required for the following public event(s):

- (a) A public event conducted on any district (Sisters School District No.6, Sisters-Camp Sherman Fire Protection District, and Sisters Park and Recreation District) and/or county property if:
 - 1. no significant public health, safety, and/or welfare concerns are present,
 - 2. no additional demand on police services and/or other City services is anticipated, and
 - 3. the public event will not affect the ordinary use of public property (e.g., public streets and/or other rights-of-way, trails, bike paths, sidewalks, etc.).
- (b) A public event conducted entirely on private property if:
 - 1. no significant public health, safety, and/or welfare concerns are present,
 - 2. no additional demand on police services and/or other City services is anticipated, and
 - 3. the public event will not affect the ordinary use of public property (e.g., public streets and/or other rights-of-way, trails, bike paths, sidewalks, etc.).

What is the required event narrative and site plan? The event narrative is a summary that describes the event in more detail. It typically includes type of event, purpose, audience or attendees, type of support is needed (i.e. power, picnic tables, irrigation on/off dates, do sprinklers need to be identified & marked if your event is a race, etc.). The site plan is a rendering of how you will arrange the site.

Am I required to carry insurance coverage? Yes. Permit applicants must obtain and maintain public event liability insurance concerning the public event with limits of not less than \$1,000,000.00 combined single limit for coverage of bodily injury and property damage, and \$2,000,000.00 in the aggregate. If alcohol will be served at the public event, liquor liability insurance will also be obtained and maintained by the applicant with minimum limits approved by the manager.

The minimum insurance required will (a) provide coverage in amounts sufficient to meet the minimum tort claim liability limits under applicable law, (b) may be adjusted at any time and from time to time through council resolution or manager determination, and (c) may be adjusted, waived, and/or modified by the manager for small public events and/or medium public events.

Are there public safety issues I need to consider outside of the traffic control plan? Yes. An applicant for a permit for a large public event and/or City-wide event must submit plans for public safety (including applicable fire safety) and on-site EMS for the public event. If required by City, private security and on-site EMS must be retained to reasonably ensure that all attendees, volunteers, vendors, contractors, guests, and/or invitees behave in a lawful and civilized manner and have adequate on-site EMS available. If applicable, flagging shall be required as a condition of approval.

Do I receive exclusive right to a public park or other City property if I obtain a public event permit? No. Except as expressly provided otherwise in a permit, a permit does not grant a permit holder exclusive use of City property and/or right-of-way. No person will erect any temporary improvement, including, without limitation, fences, barriers, and/or tents, without the manager's prior written approval.

Am I responsible for cleaning up my venue site? Yes. All City property and rights-of-way will be cleaned of rubbish and debris, returning it to its previous pre-event condition, within 24 hours after the conclusion of the public event. If a person fails to keep and maintain the public event location(s) in a clean condition, City may perform (or contract with another to perform) such clean-up as City deems necessary or

appropriate, at the expense of the permit holder. Any costs or expenses incurred by City to perform a permit holder's maintenance and clean-up obligations will be payable by the permit holder immediately upon City's demand.

How does the deposit work? The deposit sum will vary depending on size of event and number of days. They are as follows:

- **Small Event** (25-75 Attendees) is a \$100.00 deposit for the first day and \$50.00 for each additional day.
- **Medium Event** (76-250 Attendees) is a \$200.00 deposit for the first day and \$100.00 for each additional day.
- **Large Event** (251 or More Attendees) is a \$500.00 deposit for the first day and \$300.00 for each additional day.
- **City Wide Event** is a \$2,000.00 deposit for the first day and \$300.00 for each additional day.

The permit fee imposed under Ordinance 500 will be in addition to, and not in lieu of, any other City license and/or permit fee, and/or taxes.

A site inspection will be completed after the event. Any damage will be assessed with other Public Works fees for labor and equipment. The Finance Department will issue an invoice for an amount still owed to the City or any funds to be returned if there is a balance due to the applicant. Deposits are typically returned within 60 days if any additional cost is not assessed.

How are application fees calculated? Fees are calculated based on a time and materials basis. Fees for labor and equipment are on Page 2 of the Public Event Permit Application. Additional factors that will contribute are Transient Merchant fees, or Alcohol Consumption Permit fees.

Who arranges or sets up my picnic tables, traffic barricades, or traffic cones? You do. Public Works crew will ensure the number requested is dropped off. The applicant is responsible for placement of equipment per your site plan.

It's the day of my event. What do I need to do? You will need to meet a representative of the Public Works crew in advance of your event if access to power or mechanical equipment is needed for your event. **Note:** It is important that you keep your agreed to meeting time. All Public Works time and labor will be billed regardless. You will also need to stay on site if access is given to power and mechanical room.

Who do I call the day of my event if I have questions? You will need to call the Public Works "on-call" number located at the bottom of the issued work order that you will receive a copy of if you have questions about equipment.

What noise or sound issues should I consider? Applicants will ensure that amplifying equipment will be located and operated to ensure that noise levels of the public event location will comply with the provisions contained in [Chapter 8.16](#) of the Municipal Code, including, without limitation, applicable noise levels.

Who needs to apply for the Alcohol Consumption Permit? Any event where alcohol will be served and/or distributed. In most cases your caterer applies for the [permit](#). The applicant and/or the caterer shall check with Oregon Liquor Control Commission (OLCC) for any other needed licenses.

Do I need to pay a Transient Merchant Fee for my event? Only if your event includes transient merchants. Each person or organizer desiring to conduct a public event must submit a list identifying each transient merchant participating in the public event. The applicant must submit the list contemporaneously with the permit application required under [Ordinance 500](#); provided, however, the applicant will notify City in writing of any modifications to the list not less than 72 hours prior to the proposed public event, including, without limitation, the addition (and/or removal) of any transient merchants participating in the public event.

What is a City-Wide Event? Subject to the provisions of Ordinance 500, the manager will review and evaluate any application for City-wide event designation. In evaluating an application for the designation, the manager may consider such factors, criteria, and characteristics of the proposed event the manager deems necessary or appropriate to determine whether a proposed public event is a City-wide event, including, without limitation, that the event can be viewed by the public outside of the immediate event footprint or boundaries, and/or the estimated amount of total City staff hours and/or police officer hours to be assigned to the event is anticipated to exceed 20 hours.

Notwithstanding the immediately preceding sentence, no public event will be designated as a City-wide event unless:

- (a) the event is expected to draw a significant Citywide and/or regional crowd with not less than 2,000 attendees, and
- (b) the event is a recurring event held in City for at least three of the last five years.

A public event that otherwise satisfies the requirements of the immediately preceding sentence must apply for and obtain the City-wide event designation in accordance with this Section 5 of Ordinance 500.

City will maintain an annual calendar listing the date(s) of each designated City-wide event. Subject to the provisions of Ordinance 500, designated City-wide events have precedence over public events proposing to be conducted during the City-wide event. As of the effective date of Ordinance 500, the following are designated City-wide events:

- 1. Sisters Outdoor Quilt Show-July (typically second weekend of the month)
- 2. Sisters Harvest Faire-October (generally the second weekend of the month)
- 3. Sisters Folk Festival-September (typically the second weekend of the month)

City-Wide Event Regulations. Notwithstanding anything contained in Ordinance 500 to the contrary:

- (a) each City-wide event will be conducted in compliance with all applicable provisions of Ordinance 500, including, without limitation, the general requirements contained in Section 8, and
- (b) no more than one City-wide event will be permitted and/or conducted per month during a calendar year. In addition to and not in lieu of all other applicable requirements under Ordinance 500, no public event may be held, operated, conducted, and/or carried on during any day during which a City-wide event occurs in City.

During each City-wide event, the organizer will designate an event manager to act as an on-site representative responsible for ensuring the City-wide event is conducted in accordance with Ordinance 500. The event manager will be available on-site and at the phone number provided in the permit application while the City-wide event is occurring.

New Regulations Effective January 1, 2021

How long can I rent a park venue and have my event tent stay up? Subject to the provisions of Ordinance 500, a permit will be valid and effective for a period not to exceed four (4) consecutive days in any seven-day period. No public event permit will be approved (and no public event will be conducted) during any day of a designated City-wide event.

Are there other issues relating to parks coming in January 2021? Yes. No medium public event, large public event, and/or city-wide public event may be held, conducted, operated, and/or carried on at, on, and/or about Creekside Park. No large public event and/or city-wide event may be held, conducted, operated, and/or carried on at any city park within ten (10) days following the last day of a designated city-wide event that was held, conducted, operated, and/or carried on at such park.

What are the rules regarding road closures for my public event if needed? City will not permit any closure(s) of City-owned and/or controlled roads in connection with a public event between the period commencing on the Friday immediately preceding Memorial Day and ending on the Monday of Labor Day weekend.

Public Event: Applicant Permit Checklist

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Use this checklist to confirm you are submitting a complete permit application. Check each section that applies and note N/A for those that do not. Return the checklist with the application.

- ☐ **Complete [Public Event Application](#):** (Required)
- ☐ **Event Narrative:** (Required) Provide a description of the proposed public event and a map indicating the proposed location(s) and event set-up. See the attached public events fact sheet for more information.
- ☐ **Site Plan or Map:** (Required) **and Traffic and Parking Plan** (If applicable)
Show distance on site plan and map if setbacks apply for:
 - Whychus Creek set-back: [Municipal Code Chapter 5.10](#)
 - Cascade Ave. set-back: [Municipal Code Chapter 5.10](#)
- ☐ **Initial deposit:** (Required) - See page two of public event application
- ☐ **Insurance Certificate Naming the City of Sisters as Additional Insured:** (Required) – Permit applicants must obtain and maintain public event liability insurance concerning the public event with limits of not less than \$1,000,000.00 combined single limit for coverage of bodily injury and property damage, and \$2,000,000.00 in the aggregate.
- ☐ **Public Safety and COVID-19 Response Plan:** An applicant for a permit for a large public event and/or city-wide event must submit plans for public safety after consulting with the Deschutes County Public Health Department, Sheriff's Office, and Sisters-Camp Sherman Rural Fire District. Include applicable fire safety and on-site Emergency Medical Services plans.
- ☐ **Alcohol Consumption:** If alcoholic beverages are available and/or distributed at other than regularly licensed and permanently located establishments, an applicant will be required to provide a security plan for alcohol monitoring, an [Alcohol Consumption Permit](#), all applicable Oregon Liquor Control Commission (OLCC) licenses and proof of liquor liability insurance.
- ☐ **Noise Permit:** (If applicable to the event) Applicants shall submit a [Noise Permit](#) if noise levels are expected to exceed limits in [Chapter 8.16](#). Applicant will ensure that amplifying equipment will be located and operated to ensure that noise levels will comply with the provisions contained in [Chapter 8.16 of the Sisters Municipal Code](#).
- ☐ **Transient Merchant Fee:** (If applicable to the event) A list identifying each transient merchant participating in the public event, including, without limitation: each transient merchant's name, contact information, and type of business and/or activity to be conducted during the public event, and such other information the manager deems necessary or appropriate.

NOTE: Incomplete Public Event Permit Applications Cannot be Accepted, and Will be Returned.

Public Event Application

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APPLICATION TYPE

SMALL EVENT ___ 25-75 ATTENDEES	MEDIUM EVENT ___ 76-250 ATTENDEES	LARGE EVENT ___ 251+ ATTENDEES	CITY WIDE EVENT ___ SEE FACT SHEET
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ORGANIZATION INFORMATION

Organization Name: _____
Applicant (First, Last): _____
Mailing Address: _____
Email Address: _____ Cell #: _____ Alt #: _____

EVENT INFORMATION

Description of Event: _____
Event Location: _____
Date(s) of Event: _____
Time(s) of Event: _____ Attendance: _____

LIABILITY

The applicant must be at least 21 years of age and must assume financial responsibility for payment of fees, set-up and clean up, and any damages to equipment and/or property which may be incurred. Abuse of facilities or violation of regulations shall result in subsequent denial of use of parks/facilities. Applicant must provide adequate supervision of scheduled event. The City of Sisters is not responsible for the security of personal items of the applicant or attendees/guests of the event. The City of Sisters reserves the right to deny use of facilities to the applicant. Parking allowed only in designated area, unless other arrangements have been made.

WAIVER

I, and/or the organization I represent understand that any violation of these agreements or City Code will result in forfeiture of event fee, immediate termination of event, and jeopardize future use of City of Sisters' facilities. User agrees to indemnify, defend, and save and hold City of Sisters, its affiliates and their respective directors, officers, and employees, and agents of the City of Sisters harmless from and against any claims (including without limitation, third party claims for personal injury or real or personal property damage), actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, cost, liabilities, (including sums paid in settlement of claims), interest, or losses, including reasonable attorney's and paralegal's fees and expenses (including without limitation, any such fees and expenses incurred in enforcing this agreement or City Code, or collecting any sums due hereunder, costs, consultants' fees, together with all other costs and expenses of any kind or nature that arise directly or indirectly from the use of the facilities by user.

As a condition of use of the City of Sisters' facilities, the applicant agrees that it will not discriminate or permit discrimination at or in relation to applicant's event against any person on the basis of race, color, creed, national origin, age gender or disability.

Applicant Signature _____ Title _____ Date _____

DEPOSIT

Public Event Application

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Event Size:

Small Event (25-75)

Deposit Rate (1 st Day)	\$ 100.00	\$ _____
# of additional Days	_____	
Each Additional Day	\$ 50.00	\$ _____
Total Small Event		\$ _____

Medium Event (75-250)

Deposit Rate (1 st Day)	\$ 200.00	\$ _____
# of additional Days	_____	
Each Additional Day	\$ 100.00	\$ _____
Total Medium Event		\$ _____

Large Event (251 or More)

Deposit Rate (1 st Day)	\$ 500.00	\$ _____
# of additional Days	_____	
Each Additional Day	\$ 300.00	\$ _____
Total Large Event		\$ _____

City Wide Event

Deposit Rate (1 st Day)	\$2,000.00	\$ _____
# of additional Days	_____	
Each Additional Day	\$ 300.00	\$ _____
Total City-wide Event		\$ _____

DEPOSIT AMOUNT DUE (FROM ABOVE) AT TIME OF APPLICATION SUBMITTAL \$ _____

*The City has estimated the cost of processing a small, medium, large, and City-wide events. After completion of the event the actual costs will be determined (see fee schedule below), and any remaining deposit balance will be refunded, or any additional cost will be assessed for applicant to pay forthwith, including all staff labor associated with the event. Initial _____

EVENT FEE SCHEDULE*

(USE FOR ESTIMATING PURPOSES ONLY)

Alcohol Consumption Permit (each/per day)	\$ 10.00	Estimated Qty _____
Beer Garden Fee	\$250.00	Estimated Qty _____
Transient Merchant Fee (each/per event)	\$ 20.00	Estimated Qty _____
Event Ahead Sign (each/per day)	\$ 10.00	Estimated Qty _____
Traffic Cones (each/per day)	\$ 2.50	Estimated Qty _____
Type II Barricade (each/per day)	\$ 5.00	Estimated Qty _____
Type III Barricade (each/per day)	\$ 10.00	Estimated Qty _____
Picnic Tables (each/per day)	\$ 10.00	Estimated Qty _____
Portable Power Box (each/per day)	\$ 30.00	Estimated Qty _____
20 Amp Electric (per circuit/per day)	\$ 10.00	Estimated Qty _____
50 Amp Electric (per circuit/per day)	\$ 25.00	Estimated Qty _____
Applicant's Event Tent (each/per day)	\$100.00	Estimated Qty _____
Public Works Hourly Labor (per employee)	\$ 40.00	
Public Works Hourly Overtime Labor (per employee)	\$ 60.00	
Administrative Hourly Labor (per employee)	\$ 60.00	

* Labor charges will be incurred for delivery and pick up of rental equipment Initial _____

Public Event Application

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THIS PAGE IS FOR OFFICIAL USE ONLY PERMIT SUBMITTALS

Transient Merchant List	Yes _____	N/A _____
City Wide Event Manager	Yes _____	N/A _____
Name of Event Manager	_____	
Traffic Control Plan	Yes _____	N/A _____
EMS/Public Safety Plan	Yes _____	N/A _____
Road Closure	Yes _____	N/A _____

Public Works Director Signature: _____ Date _____

Oregon Department of Transportation Signature: _____ Date _____

Deschutes County Department of Public Health: _____ Date _____

Deschutes County Sheriff's Office Signature: _____ Date _____

Sisters-Camp Sherman Fire Department Signature: _____ Date _____

Conditions of Approval: _____

INSURANCE WAIVER

Applicant has obtained and submitted Liability Insurance in the amount and for the purpose required by the City of Sisters. Certification of Insurance is attached.

Staff Signature: _____ Date: _____

APPROVAL

PERMIT FOR PUBLIC EVENT: Permission for the above-named applicant to conduct the Public Event specified herein is hereby granted:

City Manager

Date

Application Received Date: _____	Staff Initials _____
Payment Received Date: _____	Payment Type: _____
Staff Initials _____	
Emailed Deschutes County Sheriff's Office: _____	Staff Initials _____
Emailed Sisters-Camp Sherman Fire Department: _____	Staff Initials _____
Application Approved Date: _____	Staff Initials _____
Updated Event Calendar Date: _____	Staff Initials _____
Permit Number: _____	
Deposit Released Date: _____	Public Works Director Signature _____
Invoiced (if applicable) _____	

Noise Permit

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



Applicant Name: _____

Applicant Organization or Business: _____

Applicant Email: _____

Applicant Mailing Address: _____

Phone Number: _____

Event Name/Description: _____

Event Location: _____

Event Start Date: _____ Event End Date: _____

Event Start Time: _____ Event End Time: _____

Person Responsible at This Event While Noise is Generated: _____

Phone Number: _____

Reason Noise Permit is Being Sought: _____

Noise Control Measures: _____

Expected Maximum Noise Level: _____

Type & Date of Required Notice: _____

☐ Mail ☐ Newspaper ☐ Hand Delivered ☐ Posting at Location

This permit is issued pursuant and subject to Sisters Municipal Code Section 8.16. If the noise is creating a disturbance, the Deschutes County Sheriff's deputy may require the volume be lowered to a level that complies with the city code or may revoke this permit. Applicant agrees to immediately comply with any such directive from the Sheriff's Office.

Signature: _____ Date: _____

For Official Use Only

☐ Grant ☐ Grant with Conditions ☐ Deny

City Manager

Date

Copies to File and Sheriff's Department

Alcohol Consumption Permit

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



The City of Sisters Authorizes:

Name _____ D.O.B. _____

Street Address _____ City _____ State _____ Zip _____

Driver's License Number _____ Telephone Number _____

To Serve Alcohol at the:

Location _____

Type of Event _____ Date of Event _____

Hours of Event: _____ From _____ To _____

RESPONSIBILITY STATEMENT:

User agrees to indemnify, defend, and save and hold City of Sisters, its affiliates and their respective directors, officers, and employees, and agents of the City of Sisters harmless from and against any claims (including, without limitation, third party claims for personal injury or real or personal property damages), actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, cost, liabilities, (including, sums paid in settlement of claims), interest, or losses, including reasonable attorney's and paralegal's fees and expenses (including without limitation, any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), costs consultant's fees and experts' fees, together with all other costs and expenses of any kind or nature that arise directly or indirectly from the use of the Facilities by User.

Signature _____ Date _____

Approval for the above-named applicant is hereby granted.

City Manager

Date

For Office Use Only

Received: _____ Fee Paid: _____

TOWN OF BUTTE FALLS

SPECIAL EVENTS

POLICY

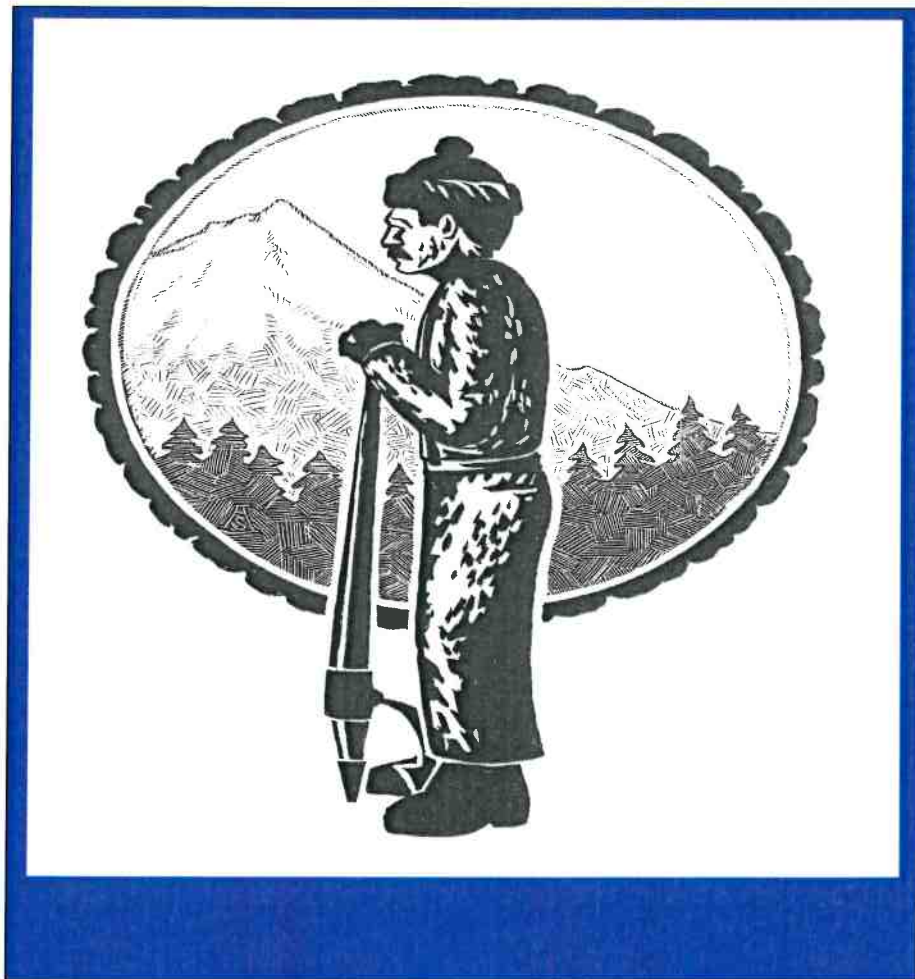


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I) Purpose

It is the purpose of this document to establish a process for permitting special events conducted on city streets, public property, parks or facilities. It is recognized that these special events enhance the Town of Butte Falls lifestyle and provide benefits to the citizens through the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental services. Additionally, it is recognized that Tax-exempt Non-profit Organizations that benefit the community are central to the quality of life in Butte Falls and that they often develop through their special events the resources to provide essential services to the citizens of the Town of Butte Falls. It is further intended to provide coordinated policies for the regulation of certain activities to be conducted in conjunction with special events, to ensure the health and safety of patrons of special events, to prohibit illegal activity from occurring within special event venues, and to protect the rights and interests granted a special event permit holder. It is further intended to create a mechanism for cost recovery and revenue sharing for special events without having an adverse effect on those events that contribute economically and socially to the community. It is also the intent of the Town of Butte Falls to protect the rights of its citizens to engage in protected free speech expression activities and yet allow for the least restrictive and reasonable, time, place and manner regulation of those activities within the overall context of rationally regulating special events that have an impact upon public facilities and services.

II) Definitions

As used in this policy:

“Special Event” means an activity that meets any one of the following definitions:

- (a) Any organized formation, parade, procession or assembly which may include animals, vehicles or any combination thereof, which is to assemble or travel in unison on any street which does not comply with normal or usual traffic regulations or controls.
- (b) Any organized assemblage anticipated to include 100 or more persons at any one time, or over the duration of the event, on any public property, public park or facility which is to gather for a common purpose under the direction and control of a person, organization or company.
- (c) Any other organized activity conducted by a person, organization or company for a common or collective use, purpose or benefit which involves the use of, or has an impact on a public property, park or facility that requires city services beyond those conveyed in the course of normal and usual town operation.
- (d) Any other organized activity conducted by a person, organization or company that proposes to utilize any public property, park or facility in a manner inconsistent with the design and normal and usual function of such property, park or facility.
- (e) Any organized activity conducted by a person, organization or company on any public property, park or facility that plans to sell alcoholic beverages.
- (f) Any organized activity conducted by a person, organization or company on any public property, park or facility that plans to charge an admission fee.
- (g) Examples of special events include, but are not limited to, concerts, parades, circuses, fairs, festivals, community events, mass participation sports (such as, marathons and running events, bicycle races or tours, etc.).

“Commercial Special Event” means any special event organized and conducted by any person, organization or company that does not qualify as a Tax-exempt Non-profit Organization or governmental agency.

“Non-Commercial Special Event” means any special event organized and conducted by a person, organization or company that qualifies as a Tax-exempt Non-profit Organization.

“Town-Sponsored Special Event” means any special event directly organized and conducted by the Town of Butte Falls or any special event organized by a Non-Commercial Event Organizer that the town has elected to support through appropriation of funds within the town’s budget.

“Town-Sanctioned Special Event” means any special event approved to receive funding through the Town-Sanctioned Special Event Grant Program.

“Event Organizer” means any person, organization or company, who conducts, manages, promotes, organizes, aids or solicits attendance at a special event.

“Fees” means charges to event organizers for town services, venue usage and permits.

“Town Services” means those services provided by the town that are required and/or necessary for event production.

“Cost Recover” means direct payment by an event organizer to the town in compensation for the direct costs of town services incurred during the special event.

“Special Event Permit” means a permit issued by the town which authorizes the use of a public property, park or facility for a special event.

“Special Event Venue or Event Venue” means that area for which a special event permit has been issued.

“Street” means a way or place of whatever nature, publicly maintained and open to use of the public for purposes of vehicular travel.

“Tax-exempt Non-profit Organization” means an organization that is exempted from payment of income taxes by federal or state law.

“Vendor” means any person who sells or offers to sell any goods, food, or beverages within a special event revenue.

“Gross Revenues” means the sum of all revenues received by an event organizer for a special event, including, but not limited to, cash receipts, licensing, sponsorships, advertising and similar revenues, and concessions.

III) Delegation of Town Council Authority

The town council delegates any or all functions under this policy to the city recorder's office, unless otherwise specified.

IV) Application for Permits

A) Special Event Permit Required

- 1) For any person, organization or company to conduct, promote, manage, aid, or solicit attendance at a special event, the person, organization or company shall obtain a special event permit from the Town of Butte Falls.
- 2) The Town is authorized to:
 - Issue permits for special events occurring within the city limits pursuant to the procedures established by the town.
 - Is authorized to determine the special event venue.
 - Set reasonable boundaries for the special event venue, balancing the special event requirements and public health, safety, and welfare.

B) Exemptions to Special Event Permit Requirements

- 1) The following activities are exempt from the special event permit requirement:
 - funeral processions by a licensed mortuary; or,
 - athletic contests and their related activities,
 - Town of Butte Falls' games, practices and or other activities; or,
 - Private activities conducted entirely within the Town's city limits.
 - All activities conducted at The Landing.
- 2) Although not required to obtain a special event permit, an event organizer of an activity exempted pursuant to Item 1 above, is required to comply with all regulations established by the town for the intended public property, park or facility; contact and coordinate the use of the public property, park or facility with the authorized managing town agency; and comply with regulations governing public safety or health.

C) Application Deadlines

Any person, organization or company seeking the issuance of a special event permit shall apply by filing a completed special event permit application with the town not less than sixty (60) calendar days, nor more than two (2) years, before the proposed special event date(s).

D) Application Fee

No special event permit application shall be considered unless or until the applicant shall have paid a \$20.00 application fee. No refund of the application fee will be made unless the applicant is denied approval of a special event permit or the event venue is altered or changed in such a manner as to make the proposed event venue unsuitable for the proposed event. The town is not responsible for any costs incurred by the event organizer if such site changes and/or alterations do occur.

E) When Application is Deemed Fully Executed

A special event permit application is deemed fully executed when the applicant has provided all of the information required and requested on the special event permit application and the town has approved the application.

F) Indemnification and Reimbursement Agreement

No special event permit application shall be granted unless the applicant has executed an agreement with the town, on a form prescribed by the town, in which the applicant promises and covenants to reimburse the town for any costs incurred by the town; and to indemnify the town and hold it harmless from any liability to any person resulting from any damage or injury occurring in the connection with the permitted special event caused by the action of the permittee, the event organizer, its officers, employees or agents or any person under their control insofar as permitted by law.

G) Payment of Town Services

Unless otherwise indicated by the town, the town will invoice the event organizer following the conclusion of the event for the cost of town services provided for the event. The event organizer must pay all invoices within thirty (30) calendar days; thereafter, applicable late fees will apply.

H) Security Deposit

The town may require an event organizer to prepay, in the form of a security deposit, a portion or all of the estimated costs of town services for the proposed special event. The applicant will be notified of the security deposit requirement at the time of official response from the town to the special event permit application. A security deposit must be paid no later than twenty (20) calendar days prior to the start of the proposed special event. The town reserves the right to revoke a special event permit for non-payment of a required security deposit. A security deposit may be required at the town's discretion when:

- The event organizer has never before hosted a special event within the Town of Butte Falls.
- The event organizer is not a resident of Butte Falls or is not a business located within Butte Falls.
- The person applying as the event organizer is not doing so on behalf of a legal corporation.
- The town believes there may be some reason it will have difficulty being reimbursed for its costs after the special event.

I) Insurance

The applicant shall procure and maintain at all times during its use of the event venue, insurance in such amounts and with such coverage as shall reasonably be required by the town and shall name the "Town of Butte Falls, its officers, officials, employees and agents" as an additional insured thereunder. The Town of Butte Falls City Recorder based upon the nature of the activity and the risk involved, shall determine the amounts and type of insurance required. The applicant shall provide the town with a certificate from an insurer evidencing such coverage no later than fifteen (15) calendar days prior to applicant's use of the event venue. The certificate shall also provide that the insurer shall give the town reasonable advance notice of the insurer's intent to cancel the insurance coverage provided.

J) Permits Not Transferable

No special event permit or conditional approval may be transferred.

K) Order

Special event permit applications shall be considered and processed in order of receipt by the town. The use of a particular public event venue or part thereof shall be allocated in order of receipt of fully completed applications accompanied by the application fee.

L) Amendment or Revision of Application

Any amendment or revision of a special event permit application shall for purposes of determining its order of priority, relate back to the original filing date. However, the time in which the town shall grant or deny the application for the permit and serve notice of such granting or denial shall be computed from the date of the amendment or revision. No amendment or revision of a special event permit application, except those related solely to minor venue layout changes or other minor event logistics, will be accepted within sixty (60) calendar days from the start of the proposed special event.

M) Conditional Approval

Special event permit applications which require insurance approval(s), security deposit payment or permits from other governmental entities, or compliance with other terms or conditions, will be reviewed and, if the application otherwise conforms to all other requirements, a conditional approval will be issued. If, within the time prescribed by the town, any required fee or security deposit is not paid, or an insurance certificate evidencing the requisite insurance is not filed with the town, or approval or permit of other governmental entities has not been received, or the other terms and conditions have not been met, the conditional approval will automatically expire, the application for permit will be deemed denied. In such instances, the town will make no refund of the application fee.

N) Special Event Permit Application Review

All special event permit applications are subject to review by the town. Event organizers may be requested to meet with town representatives to review event plans, layout and all other event logistics prior to the official decision and notification of approval or denial of the Event's application.

O) Written Notice of Approval or Denial

Applicant will be notified within thirty (30) calendar days of the date on which a special event permit application is fully completed and filed with the town of approval or denial. However, the City may extend the period of review for an additional fifteen (15) days by issuance of a written notice of extension.

P) Notice of Extended Review or Denial of Permit

Written notice of denial or notice of extension shall be served on the applicant by personal delivery, or by United States mail to the name and address set forth on the application for permit.

Q) Contents of Notice; Grounds for Denial

Notice of denial of a special event permit application shall clearly set forth the grounds upon which the permit was denied and, where feasible, shall contain a proposal by the town for measures by which the applicant may supply additional information or amend their original application to accommodate permit approval. In the event a fully executed prior application for the same time and/or venue has been received, and a permit has been or will be granted, the town shall purpose an alternative venue, if available for the same time, or an alternative time, if available for the same venue.

To the extent permitted by law, the town may deny a special event permit application if the applicant or the person on whose behalf the application was made has on a prior occasion made material misrepresentations regarding the nature or scope of an event or activity previously permitted or has violated the terms of a prior special event permit issued on behalf of the applicant.

The town may also deny a special event permit application on any of the following grounds:

- 1) An application (including required attachments and submissions) is not fully completed.
- 2) An applicant has not tendered the required application fee or has not tendered the required user fee, indemnification agreement, insurance certificate, or security deposit within the deadlines prescribed by the town.
- 3) An application contains a material falsehood or misrepresentation.
- 4) An applicant is legally incompetent to contract or to sue and be sued.
- 5) An applicant or person on whose behalf the application was made has on prior occasion damaged a public property, park or facility and has not paid in full for such damage, or has other outstanding and unpaid debts to the town.
- 6) A special event permit application for the same time and venue has been received, and a permit has been or will be granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the particular public property.
- 7) The use or activity intended by the applicant would violate the terms of the town's special event exclusivity granted a prior applicant that has been or will be granted approval.
- 8) The applicant requests use of an event venue that is unavailable based on first come, first serve.
- 9) The proposed use or activity would conflict with previously planned programs, projects, activities or events organized and conducted by the town.
- 10) The proposed use or activity is prohibited by or unsuitable for the uses of the event venue.
- 11) The proposed use or activity would present an unreasonable danger to the health or safety of the applicant, or other users of the public property, park or facility, of town personnel, or of the public.
- 12) An applicant has not complied or cannot comply with applicable licensure requirements, fees, taxes, ordinances or regulations of the town.
- 13) The proposed use or activity is prohibited by law, by town ordinance, or by the regulations of the venue's governing public agency.
- 14) Due to limited resources and personnel capacity, the town is not able to provide the required or requested resources and/or personnel for the proposed special event, or has committed those resources and/or personnel within a similar time frame to a prior applicant.
- 15) The proposed use or activity will substantially interrupt public transportation or other vehicular and pedestrian traffic in the area of its route.
- 16) The proposed use or activity would cause an unresolvable conflict with construction or development in the public right-of-way or at a public facility.
- 17) The proposed use or activity will have unmitigated adverse impact upon residential or business access and traffic circulation in the vicinity of the event venue.
- 18) An applicant has not provided sufficient off-site parking or shuttle service, or both, required to minimize any substantial adverse impacts on general parking and traffic circulation in the vicinity of the event.

R) Written Estimate of Town Services Costs

Within forty five (45) calendar days of the date on which a special event permit application is fully completed and filed with the town, the event organizer will be provided an estimate of the costs of town services and an outline of the scope of those town services to be scheduled and employed at the event. The estimated cost of town services will be based on information provided by the event organizer and the best estimates of town staff. The actual costs may vary based on unforeseen factors prior to and during the event and/or changes and deviations from the information within the original special event permit application.

S) Written Post-Event Review

Within 60 (sixty) calendar days from the completion of a special event, the town will provide the event organizer a written review of items and/or concerns related to their event that may negatively influence the event organizer's ability to obtain future special event permits. This review is intended to provide the event organizer ample opportunity to address, plan and implement corrective measures prior to filing for a future special event permit.

V) Procedures for Review

A) Review by Town

- 1) An event organizer may within seven (7) calendar days of official notification by the town, file a written appeal to the Mayor if:
 - A special event permit application has been denied.
 - A specific town requirement or restriction outlined in an approved or conditionally approved special event permit is considered to be unreasonable. This does not include requests by event organizers that fees for town services be waived or discounted.
- 2) The Mayor shall have seven (7) calendar days from the date on which the appeal was received in which to notify the applicant that the appeal has been affirmed, modified or reversed.
- 3) Such notice shall be deemed served upon the applicant or permittee when it is personally delivered or sent by United States mail to the name and address set forth on the application permit.

B) Form of Appeal

Any appeal filed pursuant to this policy shall state succinctly the grounds upon which it is asserted that the determination should be modified or reversed and shall be accompanied by copies of the special event permit application, the written notice of the determination of the original application or request, and any other papers or documentation material to the determination.

VI) Issuance of Town Services for Special Events

- 1) The town may provide services for a commercial or non-commercial special event, if provisions are made with the event organizer for cost recovery or revenue sharing, or both.
- 2) The town may provide services in direct support of a town-sanctioned special event. Such support will be in the form of relief from all or a portion of town service costs.
- 3) The town may provide services in direct support of a town-sponsored special event, if the funds to offset town service costs are within budget limitations of the town and if the Mayor finds that a public purpose will be served. (See Addendum)

VII) Use of Town Logo or Name

Prior authorization from the Town of Butte Falls City Hall is required for an event organizer to use the words, "The Town of Butte Falls" or a facsimile of the official logo of the Town of Butte Falls, in the title and/or promotional materials of a special event.

VIII) Revocation of Special Event Permit

- 1) A special event permit may be revoked if the town determines:
 - a) An event cannot be conducted without violating the standards or conditions of the special event permit.
 - b) An event is being conducted in violation of any condition of the special event permit.
 - c) An event poses a threat to public health or safety.
 - d) An event organizer or any person associated with the event has failed to obtain any other permit required pursuant to this policy.
 - e) A special event permit was issued in error or contrary to law.
- 2) Except as provided in Item (3) below, notices of revocation shall be in writing and specifically set forth the reasons for such action.
- 3) If there is an emergency requiring immediate revocation of a special event permit, the town may notify the permit holder verbally.
- 4) An appeal from a revocation shall be handled in the same manner and under the same time requirements as denials of special event permit applications.

IX) Cost Recovery for Special Events

- 1) The town shall charge all special events for the actual cost of town services. However, the cost of town services for town sponsored and town sanctioned special events may be fully or partially paid for by town provided funding.
- 2) Whenever a special event is conducted without a special event permit when one is required, or an event is conducted in violation of the terms of an issued special event permit, the event organizer shall be responsible for, and the town shall charge the event organizer for the cost of all town services.

X) Revenue Sharing for Special Events

- 1) An event organizer of a commercial or non-commercial special event may pay the town a negotiated percentage of gross revenues, a flat fee, a combination of percentage of gross revenues and a flat fee, or any other revenue sharing agreement the town council deems to be in the best interests of the town.
- 2) Cost recovery under Section IX, shall not be required of a commercial or non-commercial special event where payment for such services has been negotiated by the town council within a Revenue Sharing agreement with the town.
- 3) The town council shall retain the right to determine when the town elects to enter into a Revenue Sharing agreement with a special event.
- 4) To apply for a Revenue Sharing agreement with the town, an event organizer must indicate this on their special event permit application, and subsequently provide all requested information pertaining to the event and organization.
- 5) All applicable deadlines related to submitting a special event permit application, town notification and response to applications (see Section IV) are extended by thirty (30) calendar days for special events applying for a Revenue Sharing agreement.
- 6) An event organizer of a special event who has entered into a Revenue Sharing agreement with the town shall make payment and provide a final financial statement audited by a certified public accountant to the town no later than thirty (30) calendar days after the Event for the fees and revenues to be paid to the town.

XI) Effect of Receipt of Donations on Status of tax-exempt Non-Profit Organizations

A tax exempt non-profit organization sponsoring a non-commercial special event may acknowledge the receipt of cash or in-kind services or goods, donations, prizes or other consideration from for-profit organizations without causing the event to be considered a commercial special event. Such acknowledgment may include use of the name, trademark, service mark or logo of such a for-profit organization in the name or title of the event or the prominent appearance of the same in advertising or on collateral material associated with the event.

XII) Town Authorized to Adopt Rules and Regulations

The town is authorized to promulgate additional rules and regulations that are consistent with and that further the terms and requirements set forth by the town and the provisions of law that pertain to the conduct and operation of special events.

XIII) Enforcement Authority

The town is authorized to administer and enforce the provisions of this policy. Town personnel may exercise any enforcement powers as set forth and permitted by law.

XIV) Other Permits and Licenses

- 1) The issuance of a special event permit does not relieve any event organizer or person from the obligation to obtain any other permit or license required pursuant to City Code.

- 2) The issuance of any other permit or license issued pursuant to City Code does not relieve any event organizer from the obligation to obtain a special event permit pursuant to this policy.

XV) Venues for Commercial Special Events

Commercial special events are permitted at all public event venues.

XVI) Special Event Exclusivity

The town will provide exclusivity to each event organizer that is granted a special event permit. This exclusivity will provide sole use of the special event venue on the approved dates as outlined in the approved special event permit. Furthermore, no other similar special event will be approved for the same event venue for 15 days prior to the start of the approved initial event, or for 15 days after the last day of the approved event. Similar special events are considered to be events that contain nearly identical themes, activities and/or programs to such a degree that the public would likely confuse the two events and that the hosting of the two events would likely reduce the attendance and/or participation of the initial special event. The town reserves the right to determine when this exclusivity should be enacted and applied, unless both parties are in agreement.

XVII) Special Event Right of First Refusal

An event organizer will be granted the first option for the same or similar date (e.g. third Saturday in a specific month) during the following year for hosting a similar event.

- 1) This right of first refusal will expire sixty (60) from the conclusion of the initial special event; and,
- 2) Is not transferable to another event organizer.

XVIII) Alcoholic Beverages at Special Events

The following guidelines are for all special events that include serving of alcoholic beverages. The purpose of this policy is to:

- Ensure public safety
 - Prevent under-age possession of alcohol
 - Prevent under-age consumption
 - Ensure adequate observation to help prevent intoxication
 - Ensure compliance with Oregon Liquor Control Committee regulations
- 1) Serving and consumption of beer and/or wine only, is permitted at special events held on the following town-owned event venues
 - a) *Street dances*
 - b) *4th of July*
 - c) *Firemen's Benefit*
 - d) *Wine/beer tasting event*
 - e) *All City Council approved events*
 - 2) Any special event held on town property serving beer and/or wine shall have a defined area for serving and consuming beer and/or wine. This defined area, referred to as a beer/wine garden, may include a portion of or the entire event venue.
 - 3) The event organizer must obtain the appropriate license from the Oregon Liquor Control Committee.
 - 4) All beer/wine gardens will have Town of Butte Falls law enforcement officers present during the serving and consuming of beer and/or wine. The town will determine the number of law enforcement personnel required.
 - 5) The town authorizes Oregon Liquor Control Commission to conduct on its behalf, Alcohol Beverage Control training seminars on a "as requested" or "regularly scheduled" basis for

all special event organizers planning to sell beer and/or wine at an event. This training is mandatory for event organizers and their key event supervisors. All beer and/or wine serving locations must have at least one trained event supervisor present during the sale and serving of beer and/or wine.

- 6) All special events approved to sell beer and/or wine must provide, prior to the event, training for the front line event staff and volunteers responsible for selling and serving beer and/or wine.
- 7) All event volunteers and staff members engaged in any aspect of serving beer and/or wine (which includes but is not limited to checking ID's, arm banding, ticket sales, serving and monitoring) are prohibited from consuming alcohol during the event. This includes any server who completes their shift and is requested to return to duty.
- 8) The applicant of the liquor license, or the event supervisor in charge, must be present at the event venue during the entire event. The town requires that every event organizer clearly display the name or names of their event's event supervisor(s) in the beer/wine garden during the entire event.
- 9) The event organizer is solely responsible for assuring that the beer/wine garden is properly supervised and that its event staff has been properly trained to serve such beverages as well as understands that it is against the law in the State of Oregon to sell alcoholic beverages to anyone who is less than twenty-one years of age, to anyone that the server knows, or has reason to believe, is intoxicated, or to anyone who has been forbidden to possess alcohol by a court of competent jurisdiction. The event organizer is responsible for advising the servers that they could face criminal charges for serving alcohol to any above-described person.
- 10) The event organizer must implement a system of identification and distribution as approved by the Oregon Liquor Control Committee that effectively monitors the consumption of each event attendee.
- 11) Serving of beer and/or wine shall not extend beyond 11:00 pm for any special event.
- 12) The Town of Butte Falls reserves the right to deny, cease or restrict, in any manner deemed appropriate, either prior to or during a special event the serving or consumption of beer and/or wine. Factors governing this decision will include:
 - Proposed event venue layout & site plan
 - Number of proposed beer and/or wine serving locations
 - Anticipated and/or actual number of event attendees
 - Nature of the event
 - History of the event
 - Duration of the event
 - The event organizer's ability to provide sufficient event staff
 - Ability of the event staff to monitor and control under-age consumption
 - Concern for public safety
 - Evidence of non-compliance with Oregon Liquor Control Committee

ADDENDUM

Town-Sponsored Special Events

A) Purpose

It is the purpose of listing the town-sponsored special event criteria to clearly outline the elements required and desired by the town for this designation. It is further intended to provide a tool that special events organizer can use to seek such designation. In order to be granted this status a special event and its event organizer must clearly display over an extended period of time; a) a high level of community support; b) a positive community contribution; c) stable financial administration and management; and d) the ability to effectively host a special event within the guidelines set by the town. In awarding town-sponsored status and its associated funding, the Town of Butte Falls acknowledges that such special events greatly enhance the quality of life for citizens of Butte Falls and provide benefits to citizens through the creation of unique venues for expression and entertainment that are not normally provided as a part of governmental services.

These approved town-sponsored special events are on going, year by year.

- 1) 4th of July
- 2) Halloween Celebration
- 3) Santa Night
- 4) City Wide Yard Sale
- 5) Firemen's Benefit
- 6) Christmas Bazaar

B) Town-Sponsored Special Events Criteria

- 1) Must be approved by Butte Falls Town Council for town-sponsored status.
- 2) The event organizer must obtain a Town of Butte Falls special event permit.
- 3) The event organizer must submit a post-event report to the town within 30 days from the end of the event.

Passed and Approved by the Town Council of Butte Falls, Oregon on this 21st day of March 2017.

Name on file at city hall
Linda Spencer, Mayor

ATTEST:

Name on file at city hall
Lori Paxton, City Recorder

CITY OF ROSEBURG PARKS RULES AND REGULATIONS

The following City of Roseburg Parks Rules and Regulations, adopted by the Roseburg City Council on March 14, 2022, via Resolution No. 2022-04, shall be observed within the public parks of the City of Roseburg, Oregon effective March 15, 2022. As used herein, the words "public park" shall mean and include all property now or hereafter owned and/or controlled by the City of Roseburg, Oregon, and operated as a park or an area of City beautification available for the use of the public.

1. GENERAL RULES OF CONDUCT IN CITY PARKS The following rules and regulations for the conduct of persons using the public parks of the City of Roseburg, Oregon are hereby established and shall be observed and enforced within said public parks:

- 1.1** No person shall build any fire within any public park except as permitted in a stove or fireplace designed and provided therefore.
- 1.2** No overnight camping will be permitted in any park or part thereof without prior approval by the Public Works Director.
- 1.3** No person may erect signs, markers or inscriptions of any type within a public park, except in a specifically designated area, without permission from the Public Works Director. The following activities are prohibited in all public parks unless specifically authorized by the Public Works Director:
 - 1.3.1** The distribution of any circular, notice, leaflet, pamphlet or written or printed information of any kind.
 - 1.3.2** The solicitation of, or engagement in, the sale of any merchandise or service, the operation of any concessions or catering, within any public park without a permit from the Public Works Director.
- 1.4** Smoking or other use of tobacco products is prohibited on all public park property. "Smoking" as used herein shall include: electronic smoking devices, tobacco, marijuana, bidis, cigarettes, cigarillos, cigars, clove cigarettes, nicotine vaporizers, nicotine liquids, hookahs, kreteks, pipes, chew, snuff, smokeless tobacco and any burning or smoldering substance in any form. "Electronic smoking device" as used herein includes an electronic or battery operated device that delivers vapors for inhalation. Electronic smoking devices includes every variation and type of such devices whether they are manufactured, distributed, marketed or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor. City-owned Stewart Park Golf Course is excluded.

- 1.5** No person shall permit any domestic animal owned by, or in the custody of the person, to run at large within any park or enter any pond, fountain or stream thereof, and all domestic animals within any public park shall be kept in control at all times on a leash not more than eight (8) feet in length (Happy Tails Dog Park excluded). Also, no person shall tease, annoy or injure any animal within any park facility including ponds, streams or fountains. No person shall ride or drive any horse or other livestock, or permit any horse or other livestock, to go upon any portion of a public park at any time except as authorized by City.
- 1.6** No person shall be permitted within a public park between dusk and dawn with the following exceptions:
- 1.6.1** As permitted for special occasion upon application and approval by the Public Works Director.
- 1.6.2** Organized events that the City has approved such as Music on the Half Shell, Legion Baseball, Little League activities at Gaddis Park, scheduled softball leagues and tournaments.
- 1.6.3** Events sponsored by Umpqua Valley Art Association and Umpqua Actors Community Theater, held at the Arts Center and the Betty Long Unruh Theater.
- 1.7** No person shall swim, wade, bathe or operate a watercraft of any kind in any area of a public park except in those areas so designated.
- 1.8** No person shall operate any public address or loudspeaker system, or operate a radio or other electronic audio device, in any public park in a manner that constitutes a noise disturbance. For purposes of this section, a "noise disturbance" means any sound which annoys or disturbs a reasonable person of normal sensitivities, but does not include sounds arising from and consistent with any activity approved by City sponsorship or for which a permit has been issued by the Public Works Director.
- 1.9** Car washes and garage/yard sales are prohibited on public park property.
- 1.10** No person shall interfere with or disrupt any activity in a public park which has been authorized by City permit.
- 1.11** Except for park maintenance, public utility and other vehicles judged necessary by the Public Works Director for the construction and maintenance of City parks and utilities therein, no motorized vehicle, of any type, shall be operated, stopped, parked or left standing in a public park, other than on roads, designated trails and parking areas, specified for that

type of vehicle use. The Public Works Director may impose reasonable conditions on park use when exempt vehicles are required within a park. Electric assist bicycles are considered bicycles and are permitted on multi-use pathways in City parks if the electrically driven bicycle has a motor that does not exceed 750 watts and has functional pedals.

- 1.12** No person shall operate a motorized vehicle, or a bicycle, skateboard, roller-skates, roller blades, or any other type of vehicle, in any public park in a manner that endangers, or would be likely to endanger any person or damage any property. The speed limit on all multi-use paths is 15 miles per hour.
- 1.13** Persons desiring to use park property to picket or protest activities authorized by City permit shall be allowed to occupy the sidewalks and bicycle / pedestrian pathway abutting Stewart Parkway only. If the number of people using the designated area is ten (10) or more, the activity must also comply with City parade regulations.
- 1.14** The playing or practicing of golf is prohibited in any City park other than Stewart Park Golf Course, unless authorized by the Public Works Director.
- 1.15** Any activity that is not authorized by a City permit which is incompatible with or disrupts the general public use of park property is prohibited.

2. RULES SPECIFIC TO SPECIAL EVENTS (NOT SPONSORED BY THE CITY)

In addition to the General Park Rules & Regulations, Persons issued a Parks & Recreation Special Event Permit are responsible for seeing that the following rules and/or regulations are followed, met and adhered to:

- 2.1** A special event is defined as gatherings/events that involve a large group of people (compared to the usual occupancy of the site), and
 - Are advertised to the public and do not occur regularly on the site, or
 - Impact or use city streets (including curb or parking lane) sidewalks, and public right-of-way, or
 - Use of City facilities or property such as city buildings, parks, parking lots, etc.

Examples of special events include: concerts, festivals, parades, markets, carnivals, street fairs, runs/walks, bike races, church services, volunteer work group events, etc.

- 2.2** All special events in parks require a permit. Permit applications must be submitted to the Public Works Department at least two weeks prior to the date of the event. Payment of all fees/deposits is due at the time of application.

- 2.3** Permittee must submit a list of all vendors (those taking part in the solicitation of, or engagement in, the sale of any merchandise or service, or in the operation of any concessions) to be approved by the Public Works Director. All vendors who wish to sell food or products in conjunction with a special event must also enter into a separate agreement with the City per Section 1.3.2.
- 2.4** Mobile vendors/food trucks to be utilized in conjunction with special events shall comply with all rules specific to those businesses as outlined in Section 5.
- 2.5** At least one week prior to the event, Permittee shall provide the City with proof of General Liability Insurance as outlined in Section 6.
- 2.6** The sales, dispensing and/or consumption of alcoholic beverages during special events is prohibited without a special occasion liquor license obtained from the Oregon Liquor Control Commission **and** approved by the City Manager. The license shall be presented to the City *thirty* days prior to the event to allow sufficient processing time.
- 2.7** Permittee must pay a permit deposit at least two weeks prior to the date of the event to cover the cost of City services such as police, parks and public works crews if these services are required. The amount of the deposit will be determined on an event by event basis. A final accounting for these services will be done by the City within 10 days following the event, at which time the Permittee will be reimbursed for any over payment or billed for costs in excess of the amount deposited.
- 2.8** Permittee must provide, at its own expense, all traffic control and security needed throughout the duration of the event. The minimum traffic control and security will be determined by the City on an event by event basis. Vehicles parked in/around the Legion Field area must keep out of the fire lanes and not be double parked.
- 2.9** For crowds over 1,000 Permittee must:
- Provide additional trash containers at a general rate of one (1) trash can per every 50 people (over 1,000).
 - Utilize recycling stations.
 - Provide an adequate number of portable toilets to meet crowd demands.

2.10 The decibel level of any sound produced as part of or as a result of the event shall be limited to 95 decibels.

2.11 Permittee shall be held liable and responsible for any damage beyond normal wear and tear upon the facilities used during the event. Climbing on the band shell structure for any reason is strictly prohibited.

2.12 Due to limited availability of parking space, if Permittee anticipates an extra-large crowd, Permittee is encouraged to provide shuttle bus service to the park.

2.13 All events must conclude no later than 9:30 PM unless approved by the Public Works Director.

3. RULES SPECIFIC TO CITY SKATEBOARD PARK FACILITY. In addition to the Park Rules & Regulations, the following rules apply to the City Skateboard Park:

3.1 No motorized vehicles shall be operated in the skateboard park.

3.2 No pets shall be allowed in the skateboard park.

3.3 Bicycles are allowed from dawn until noon on Sunday, Tuesday, and Thursday only. This time is for bicycles exclusively. Skateboards shall not be used in the park during the bicycle time.

4. RULES SPECIFIC TO INFLATABLE STRUCTURES IN CITY PARKS.

4.1 Persons planning to have an inflatable must first obtain a Park Permit for the use of the park.

4.2 Permittee shall provide the City with proof of General Liability Insurance as outlined in Section 6.

4.3 Inflatables must be freestanding and weighted. Stakes are prohibited.

4.4 Inflatables may not be tied to trees, tables or other park amenities.

- 4.5 Inflatables must be under adult supervision at all times.
- 4.6 Between June 1st and August 31st, inflatables are limited to a maximum of 2 hours. For the remainder of the year, inflatables are limited to a maximum of 4 hours.
- 4.7 Permittee shall pay a permit deposit and shall be held liable and responsible for any damage beyond normal wear and tear upon the facility used.

5. RULES SPECIFIC TO MOBILE VENDORS/FOOD TRUCKS IN CITY PARKS

- 5.1 Mobile vendors/Food trucks may be allowed in conjunction with permitted special events only. Mobile Vendors/Food Trucks must be approved by the Public Works Director. If denied, a written appeal must be filed within five (5) days after the date of the notice of the action. The written appeal filed with the City Manager must state the basis for the appeal. The decision of the City Manager shall be final.
- 5.2 Mobile vendors/food trucks must have a valid City Business Registration/License.
- 5.3 Mobile vendors/food trucks must comply with the General Liability Insurance requirements as outlined in Section 6.
- 5.4 Vendor shall park in designated area only. Obstructing or parking in a public travel lane, fire lane, bike lane, or blocking access to any driveway access, walkway, fire hydrants, parking facilities, or loading zone is prohibited.
- 5.5 Drive-up windows are prohibited.
- 5.6 All tables, chairs, trash bins, wash stations, etc. shall be removed from the site when the vendor vacates the site.
- 5.7 The vendor shall not place any signage in the park or adjacent right-of-way except which is directly affixed to the vending unit.
- 5.8 No vendor permitted under this section shall sell, consume, or distribute alcoholic beverages.

6. INSURANCE REQUIREMENTS General Liability Insurance. Permittee shall maintain a broad form general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with aggregate of \$4,000,000, for bodily injury, personal injury, or property damage with an insurance carrier licensed to do business in the State of Oregon. Such policy shall contain a contractual liability

endorsement to cover indemnification obligations under any agreement or permit subject to this rule and shall entitle the City to not less than thirty (30) days written notice of any material change, non-renewal, or cancellation.

The policy shall also contain an endorsement naming the City as an additional insured, in a form satisfactory to the City, and expressly provide that the interest of the City shall not be affected by the Permittee's breach of policy provision. Such policy must be maintained in full force and effect for the duration of this permit. Failure to do so shall be cause for immediate termination of this permit by the City. Claims made policies will not be accepted. Evidence of this coverage may be requested by the City, however, not requesting the proof does not eliminate the requirement that the coverage be in force.

7. PENALTY FOR VIOLATION A violation of these rules and regulations constitutes a violation under Roseburg Municipal Code Chapter 1.06 and may also constitute an offense under Roseburg Municipal Code Chapter 7.02. Penalties for such violations are set forth in Roseburg Municipal Code Chapter 1.06. The City reserves the right to exclude and/or ban, from any and all park facilities, any person who has been found guilty of violating any of these rules and regulations or who has vandalized, damaged or taken park property or facilities, or attempted to do so.

ADDENDUM - B
OUTDOOR EVENT
(Site and/or Transportation Map Required – See Addendum F)

ACTIVITY INFORMATION

Provide DETAILED information below regarding your event:
(attach additional pages if necessary)

Activity:

STREET CLOSURES

List all streets that you propose to close and provide a Site/Transportation Map clearly showing which streets will be affected and where barricades, signs and traffic control personnel will be stationed:

Street Name

Closing Date and Time

Opening Date and Time:

The applicant is responsible for pick up, installation and return of barricades to City Public Works Fulton Shop, 425 NE Fulton Street. There is a \$25 fee to use City barricades. To make arrangements, contact Public Works at 541-492-6730.

Do you intend to use a city-owned parking lot or parking garage? ☐ YES ☐ NO

If YES, specify location and complete Addendum E: _____

Is a County or State street affected by your event? ☐ YES ☐ NO

If yes, contact the appropriate agency:

- Douglas County Public Works: 541-440-4208
- Oregon Department of Transportation (ODOT): 541-957-3500

FOOD – REQUIREMENTS

Will food be served as part of this event? ☐ YES ☐ NO

If YES:

- Obtain a Food Handler's License from Douglas County – 541-440-3571
- Contact Roseburg Fire Department for an inspection if food is cooked or fire is used– 541-492-6700
(There is an annual Fire Inspection Booth Fee)

ALCOHOL – OLCC AND CITY REQUIREMENTS

Will alcoholic beverages be available as part of this event? ☐ YES ☐ NO

If YES, attach a map and complete the questions below. Applicant will need to submit an OLCC Temporary Sales Permit that requires City approval before returning the form to OLCC. There is a \$10 fee when on City property. The application must be received a minimum of seven (7) days prior to the event.

Indicate below the arrangements you have made for the following:
Dispensing:
Security:
Confinement:
<p>APPLICANT OBLIGATIONS:</p> <p>Alcohol sold, dispensed and consumed at the event must be limited to beer and wine and authorized by an OLCC Temporary Sales Permit.</p> <p>Applicant is responsible for obtaining all additional permits, licenses and insurance certificates required prior to the issuance of this Event Permit:</p> <p style="margin-left: 40px;">Alcohol may only be served by individuals who possess a current valid OLCC Server's Permit, or charitable or non-profit organizations with proof of having a Registry Number issued by the Secretary of State and an OLCC Temporary Sales Permit, may use volunteer servers who have received training from the applicant and signed the OLCC brochure provided for such volunteer services.</p> <p style="margin-left: 40px;">Applicant agrees to promptly clean up all paper or debris caused by applicant's use of the area and understands that if such clean-up is not promptly and sufficiently undertaken, the City may do the cleaning itself and charge the applicant for the actual time and expense incurred.</p>

ENTERTAINMENT		
Will live entertainment or music be part of this event? <input type="checkbox"/> YES <input type="checkbox"/> NO		
If YES, provide the performance start and end times		
Date of Performance <hr/> <hr/> <hr/> <hr/>	Start Time <hr/> <hr/> <hr/> <hr/>	End Time: <hr/> <hr/> <hr/> <hr/>
Will the entertainment or music include amplification: <input type="checkbox"/> YES <input type="checkbox"/> NO		
<p>If YES, complete a Loudspeaker Permit Application (Addendum C), including the \$20 fee.</p> <p>Note: Amplification is only allowed between 7:00am and 10:00pm. Maximum sound level is 95 decibels. Any misuse or abuse of the amplification authorization will result in immediate revocation of the permit.</p>		

ADDITIONAL INFORMATION
Do you anticipate attendance of 100 or more people? <input type="checkbox"/> YES <input type="checkbox"/> NO
If YES, please describe any arrangements which have been made with respect to each of the following:
<ul style="list-style-type: none"> • Additional Electrical Wiring
<ul style="list-style-type: none"> • Restroom Facilities
<ul style="list-style-type: none"> • Security
<ul style="list-style-type: none"> • Litter Control/Trash Removal (utilization of permanent City of Roseburg trash receptacles is not acceptable removal of trash)

- ✓ Person or entity providing trash related services _____
- ✓ Number of trash receptacles _____
- ✓ Location of trash receptacles _____
- ✓ Schedule for emptying trash receptacles _____
- ✓ Plans for cleaning up debris not placed in trash receptacles _____

- Parking

PARK USE

Does your event involve the use of a City park? ☐ YES ☐ NO

Which Park: _____

If YES, you must contact the City of Roseburg Parks Division at 541-492-6730 to reserve park facilities.

INSURANCE

Event applicant shall maintain in force for the duration of the event a Commercial General Liability insurance policy written on an occurrence basis with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate for bodily injury or property damage. **If alcohol is being served, the insurance coverage shall include liquor liability.**

The following language must be included in the "Description of Operations/Location."

"The City of Roseburg, its Officers, Agents and Employees are included as additional insured in regard to Liability arising out of the operations of the named insured per Policy Provisions in regard to the [Event Name] on [Date(s) of Event]."

CERTIFICATE HOLDER:

City of Roseburg
900 SE Douglas Ave
Roseburg, OR 97470

HOLD HARMLESS

Applicant shall defend, indemnify and hold harmless, the City of Roseburg, its officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of or in connection with the Applicant's activity or event, including use of any premises, or from any activity, work or things done, permitted, or suffered by Applicant in connection with the applicant's activity or event, including use of any premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Roseburg.

Face Amount of Policy:

Policy Holder (s):

Additional Insured:

SIGNATURE

By signing and dating below, the applicant certifies that they understand and will comply with all of the requirements described in this application. Please note that we require a **minimum of 5 business days** to process the application. Incomplete or missing information will delay the review process.

Applicant's Name:
(Please Print)

Date:

Applicant's Signature:

Phone Number:

Payment must be submitted with application, payable to: City of Roseburg

Mailing Address: City of Roseburg, Administration, 900 SE Douglas Ave., Roseburg, OR 97470

APPROVALS

POLICE CHIEF OR DESIGNEE: _____ DATE: _____
Conditions of Approval: _____

FIRE CHIEF OR DESIGNEE: _____ DATE: _____
Conditions of Approval: _____

COMMUNITY DEVELOPMENT DIRECTOR OR DESIGNEE: _____ DATE: _____
Conditions of Approval: _____

PUBLIC WORKS DIRECTOR OR DESIGNEE: _____ DATE: _____
Conditions of Approval: _____

CITY RECORDER OR DESIGNEE: _____ DATE: _____
Conditions of Approval: _____

FOR OFFICE USE ONLY

Payment Received: Amount: _____ Date: _____ By: _____

ADDENDUM - C
CONCERT/LOUDSPEAKER PERMIT
~ ~ \$20.00 Fee ~ ~

LOUDSPEAKER

Is the loudspeaker: ☐ MOBILE ☐ STATIONARY

Amplification is only allowed between 7:00am and 10:00pm, within the Park System from 9:00am and 9:30pm.
Maximum sound level is 95 decibels.

Any misuse or abuse of the amplification authorization will result in immediate revocation of the permit.

NOTE: This permit is only a supplement. Permittee must complete all other applicable permit applications/addenda.

SIGNATURE

By signing and dating below, the applicant certifies that they understand and will comply with all of the requirements described in this application. Please note that we require a **minimum of 5 business days** to process the application. Incomplete or missing information will delay the review process.

Applicant's Name:
(Please Print)

Date:

Applicant's Signature:

Phone Number:

Payment must be submitted with application, payable to: City of Roseburg

Mailing Address: City of Roseburg, Administration, 900 SE Douglas Ave., Roseburg, OR 97470

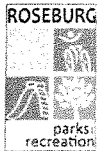
APPROVALS

POLICE CHIEF OR DESIGNEE: _____ DATE: _____
Conditions of Approval: _____

CITY MANAGER OR DESIGNEE: _____ DATE: _____
Conditions of Approval: _____

FOR OFFICE USE ONLY

Payment Received: Amount: _____ Date: _____ By: _____



CITY OF ROSEBURG
PARKS & RECREATION DIVISION
PERMIT



NOTE: AS A COURTESY TO OTHER PERMITTEES, PLEASE BE PREPARED TO LEAVE THE PAVILION AT YOUR SCHEDULED TIME. PLEASE HAVE PERMIT AVAILABLE ON-SITE AS PROOF OF RESERVED USE.

PART I - EVENT INFORMATION

ACTIVITY: _____

EVENT DATE: _____ DAY: Choose your Day START TIME 9:00 am

EXPECTED ATTENDANCE: _____ END TIME 12:00 pm

FACILITY/LOCATION DESIRED: Choose location

IS EVENT OPEN TO PUBLIC? YES ☐ NO ☐ If yes, proof of liability insurance is required

WILL YOU AMPLIFY SOUND? YES ☐ NO ☐ If yes, a Loud Speaker permit is required

WILL YOU HAVE AN INFLATABLE STRUCTURE? YES ☐ NO ☐ If yes, proof of liability insurance is required

WILL ADMISSION FEES OR DONATIONS BE COLLECTED? YES ☐ NO ☐

If yes, prior approval is required from Public Works Director

UTILITIES REQUIRED? YES ☐ NO ☐ IF YES: WATER ☐ ELECTRICITY ☐

WILL YOU HAVE CONCESSIONAIRES? (A concessionaire is anyone distributing items for a fee or donation) YES ☐ NO ☐

NOTES TO MAINTENANCE CREW _____

PART II - PERMITTEE INFORMATION

Organization: _____

Contact Person: _____

Day /Home Phone: _____ Cell Phone: _____

Mailing Address: _____ City: _____

State: _____ Zip: _____ Email: _____

PART III - PERMIT(S) ISSUED Stewart Park Pavilion Stewart Park Small Pavilion Gaddis Park Pavilion
PAVILIONS/GAZEBOS: (all = \$150/\$180) (\$50/\$60) (\$75/\$90)
(Please circle) (half = \$75/\$90)

Sunshine Park Pavilions
(North = \$75/\$90)
(South = \$75/\$90)

Other: _____
(\$25/\$30)

\$ _____ per day x _____ # of days = \$ _____

BANDSHELL: Entire Bandshell: Number of days _____ @ \$250/\$300 per day = \$ _____
*Platform Only: Number of days _____ @ \$125/\$150 per day = \$ _____
(*Rate available during the "off-season" when the cover is down)
Deposit: Refundable cleaning deposit \$ 50.00

SPECIAL EVENT: Number of days _____ @ \$125/\$150 per day = \$ _____
Deposit: Refundable cleaning deposit \$ 25.00

LOUDSPEAKER: \$20 per day x _____ # of days = \$ _____
(Copy to Police Department)

CONCESSIONAIRE: Food Concessionaires must have all required County Health Department permits.

\$20.00 (self-contained) or \$30.00 (with utilities) per day x _____ # of days = \$ _____

TOTAL AMOUNT DUE (with Refundable Deposit Included) \$ _____

NO ALCOHOL ALLOWED IN ANY PARK UNLESS APPROVAL FROM CITY MANAGER.
ALL CITY OF ROSEBURG PARKS ARE SMOKE AND TOBACCO FREE

By signing this permit, I certify on behalf of myself and my group to comply with all the Roseburg Parks & Recreation Rules and Regulations and the Policy & Procedures governing this permit.

Permittee Signature _____ Date _____

Initials of City Staff issuing permit _____

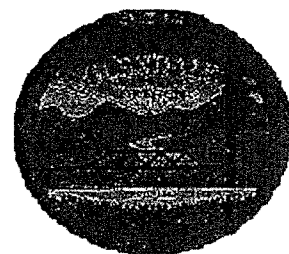
ACCOUNT NO. PRK-FEE 100-40-10-321120 RECEIPT NO. _____ BY _____ TOTAL FEE PAID: \$ _____

City of Glendale

Application for Special Event Permit

Glendale City Ordinance 05-2006

All applications must be approved before a permit can be issued



Answer ONLY those questions that relate to your event. (Print or type)

APPLICATION INFORMATION

Dates(s) of Event		Today's Date	
Applicant Name E-mail Address		Day Phone	Fax Phone
Organization Is this a registered Non-Profit organization? Yes / No Registration No:			
Address			
City		State	ZIP
Person in charge of event (If different than Applicant)			Phone
Address			
City		State	ZIP
Insurance Co. Name:		Policy #:	Effective Dates:

EVENT INFORMATION

Event Name / Purpose			
Type of Event <input type="checkbox"/> Fair <input type="checkbox"/> Festival <input type="checkbox"/> Parade <input type="checkbox"/> Block Party <input type="checkbox"/> Other			
Event Location (s) <i>Attach a map showing the setup for all booths, activities and events.</i>			
Estimated number of participants		Estimated number of spectators	
Number of Stages To be used	Dimensions	Location	Number of Generators to be used
	Dimensions	Location	
Description of sound amplification equipment			
Description of foods(s) and beverage(s) to be sold and/or served <i>All transient food and beverage vendors must be licensed in compliance with City ordinance 05-2006. If food is served, compliance with ORS Chapter 624 - Food Service Facilities is required. Call Douglas Co. Health Dept. at 440-3571. If alcohol is served/sold, an OLCC Special Event license is required.</i>			
# Food & Beverage Booths	# Hot/Cooking	Alcoholic Beverages Yes / No # of Booths _____ Describe	Number of Generators to be used
	# Cold		
Any Fenced/Controlled Access Area (e.g. Beer Garden) Yes / No Estimated Dimensions		Describe Security Arrangements	
Identify what will be in the Fenced/Controlled Access Area	Serving Booth(s) #		Table(s) #
	Chair(s) #		Other

EVENT INFORMATION (cont.)

# Game Booths	# Merchandise Booths	# Display / Info Booths	# Activities	# Other Describe
Description of merchandise to be sold	<i>All transient merchandise, activity and game vendors must be licensed in compliance with City ordinance 05-2006</i>			
Describe Activities				
Will event include:	A Carnival Yes / No	A Circus Yes / No	A Parade Yes / No	Other Yes / No Describe:
Parade Assembly Area				
Parade Disbanding Area				
Parade Route <i>Attach a map or sketch outlining the route or streets included if more than one street is involved.</i>				
Reviewing Stands Yes / No If Yes, list location(s)				

CITY IMPACT REQUIREMENTS

Set-up / Assembly	Date Time	Event Start	Date Time	Event End	Date Time	Disbanding / Take-down	Date Time	
Parking restrictions requested								
Complete or partial street closures requested. State reason(s) for closure requests.								
Streets to be closed								
				between	and			
				between	and			
				between	and			
				between	and			
Time of Closure				from	am/pm	until	am/pm	
Will event require use of City resources?	City Water		Yes / No		City Restrooms		Yes / No	
	City Electric Power		Yes / No		Street Barricades & Signs		Yes / No	
						Waste Receptacles		Yes / No

I, the undersigned representative, have read the attached rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.

Signed _____ Date _____

Title _____ Driver's License No. _____

Email Address _____

Submit your completed application to:

Glendale City Hall – Special Events
124 Third Street, Glendale, OR 97442
Phone: 832-2106
FAX: 832-3221

Faxed applications must be followed up by the original and the non-refundable processing fee within five (5) working days of the faxed copy.

EVENT POLICIES

1. It shall be the policy of the City to allow certain uses of city-owned property where the City Council has determined that the proposed use would not have an adverse impact on City operations or the general public.
2. The City Council, in permitting such use, may establish any conditions they deem appropriate.
3. Use of City property by public bodies, including all boards, committees and commissions of the City and other governmental entities, must, of course, be given priority.
4. Subject to the prior and superior rights of public bodies, any person, association or organization may apply for use of City property. All requests will be considered on a "first-come" basis.
5. All City property shall be returned to original condition, including the replacement of equipment and the disposal of trash.
6. Special Event Permit Request submission deadlines are as follows:
 - Small Event** – two weeks prior to event (e.g. block parties, garage sales.)
 - Medium/Large Events** – 45 days prior to event

The applicant may also be required to obtain, or ensure that vendors obtain, other permits or approvals as currently required from the City or other governmental entities as well as other public and private property owners.

RULES AND REGULATIONS

HOLD HARMLESS: All licensees for use of City-owned property, including rights-of-way, shall be required to furnish evidence of liability insurance providing primary coverage in an amount that is not less than the City's tort liability limits established by the Oregon Legislature naming the City as an additional insured. The liability insurance shall apply to, and provide coverage for, any and all claims for bodily injury and property damage arising from or caused by the use for which the license is granted and shall be primary coverage. In lieu of meeting the insurance requirement of this section, any governmental entity may enter into an agreement with the City to indemnify and hold the City harmless in the event of any damage or injury resulting from the use.

1. A \$50 non-refundable processing fee is required at the time you submit your application. This fee may be waived for City-based non-profit or charitable organizations registered with the State of Oregon.
2. A site plan of your event must be included with your application identifying impacted streets, location of stages, booths, activities, events, portable toilets, etc.
3. A certificate of insurance must be filed with the City of Glendale ten (10) working days before the event. The certificate must show that the applicant has in full force and effect a policy or policies of insurance issued by an insurer approved by the City of Glendale.

The certificates of insurance shall include City of Glendale, its officers, agents and employees as an additional insured on the policy.
4. All debris and trash must be removed from an event site immediately after the event. Failure to do so may require the City to call upon the Public Works Department. All expenses will be the responsibility of the event applicant.
5. Amplified sound shall not exceed a level of amplification permitted under the Noise Ordinance 01-2004.
6. All streets shall be accessibly maintained to all emergency equipment at all times. A minimum twenty (20) foot wide fire lane must be maintained. Only readily removable barricades shall be used to close the streets.
7. The Glendale Rural Fire District may inspect food booths that contain heat generating appliances. All pertinent codes and rules apply.
8. Events which involve the preparation and distribution of food must comply with State and County laws and regulations relative to Food Service Facilities.
9. Pyrotechnics (fireworks) and bonfires require a special permit by the Glendale Rural Fire District.
10. Selling/serving alcoholic beverages without a permit from the State of Oregon OLCC is illegal.
11. Any disturbance or annoyance of residents within the immediate vicinity will be cause for the Douglas County Sheriff's Department to take appropriate action.
12. The applicant(s) shall assume and reimburse the City for any and all costs and expenses determined by the City to be unusual or extraordinary and related to the event for which the permit is sought including, but not limited to:
 - a. The cost of providing, erecting and moving barricades and signs.
 - b. The cost of providing and moving garbage and waste receptacles.
 - c. The cost of repairing or replacing damaged City property.
 - d. The cost of event venue cleanup.
 - e. The cost of City personnel whom the City has required to work overtime.

The City may require, as a condition to issuance of a permit, that a sum be deposited to meet such costs.

I, the undersigned representative, have read the attached rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein is complete and accurate.

Signed _____ Date _____

Title _____ Driver's License No. _____

Email Address _____

Approved By: _____

Submit your completed application to:

Glendale City Hall – Special Events
124 Third Street, Glendale, OR 97442
Phone: 832-2106
FAX: 832-3221

Faxed applications must be followed up by the original and the non-refundable processing fee within five (5) working days of the faxed copy.

MERSEREAU ■ SHANNON^{LLP}

Attorneys at Law | Founded in 1885

January 12, 2023

Ms. Stacy Cook, MMC
444 S. 1st Avenue
Mill City, OR 97360

Re: City of Mill City, Oregon Tax-Exempt Financing Agreement Note, Series 2017

Hi Stacy:

Confirming our telephone conversation, attached are the following documents related to the above note of the City:

1. Affidavit of lost or destroyed Note executed by Texas Capital Bank, N.A.
2. Affidavit of lost or destroyed Note executed by First Security Finance, Inc.
3. Assignment by Texas Capital Bank, N.A. to First Security Finance, Inc.
4. Notice and Acknowledgement of Assignment
5. Certificate of Incumbency and Authority for Texas Capital Bank, N.A.
6. W-9 for First Security Finance, Inc.
7. Form of Investment Letter
8. Revised Note R-1A

Also enclosed is a preaddressed FedEx envelop. Please have the Mayor sign Note R-1A, you sign the Certificate of Authentication and mail the signed Note R-1A in the FedEx envelop.

Please let me know of any comments or questions.

Very truly yours,

MERSEREAU SHANNON LLP



James P. Shannon

AFFIDAVIT

State of Texas)
County of Dallas) SS

The undersigned, on behalf of TEXAS CAPITAL BANK, N.A. ("Texas Capital"), being duly sworn, on oath says the following:

(i) This Affidavit is given in connection with that certain note certificate No. R-1 representing the \$1,095,210 aggregate principal amount of the City of Mill City, Oregon (the "City") Tax-Exempt Financing Agreement Note, Series 2017 (the "Note") and registered in the name of Texas Capital was issued pursuant to Resolution No. 813 of the City adopted June 27, 2017 (the "Resolution.")

(ii) Texas Capital certifies that it assigned the Note to First Security Finance, Inc. pursuant to the assignment dated February 26, 2021.

(iii) Based on representations from First Security Finance, Inc., Texas Capital has determined that the Note has been lost or destroyed.

(iv) Except for the assignment to First Security Finance, Inc., Texas Capital further certifies that it has not sold, assigned or pledged or otherwise transferred the Note or any interest in the Note.

(v) Texas Capital further certifies and agrees that, concurrently with the delivery of this Affidavit, the Note shall be deemed to be cancelled for all purposes.

(vi) In connection with the replacement of the Note, Texas Capital hereby agrees to indemnify and hold the City harmless from and against, any and all loss, liability, cost, damage, and expense, including, without limitation, reasonable attorneys' fees, which the City may suffer or incur by reason of any action, claim or proceeding brought against the City arising out of or relating in any way to the replacement of the lost Note unless, however, such loss, liability, cost, damage, or expense is the result of the negligence or willful misconduct of the City.

(vii) Texas Capital further covenants and agrees that should the Note be found by or come into the possession of Texas Capital, Texas Capital shall promptly notify the City, cancel the Note, and deliver the Note to the City.

This Affidavit is for the benefit of the City and is binding on Texas Capital. Capitalized terms used herein but not defined herein shall have the meanings given to such terms in or pursuant to the Resolution.

Date: August 17, 2021.

TEXAS CAPITAL BANK, N.A.

By: [Signature]
Name: Renee Long
Title: SVP

AFFIDAVIT

State of Arkansas)
)SS
City of Little Rock)

The undersigned, on behalf of FIRST SECURITY FINANCE, INC. ("First Security"), being duly sworn, on oath says the following:

(i) This Affidavit is given in connection with that certain note certificate No. R-1 representing the \$1,095,210 aggregate principal amount of the City of Mill City, Oregon (the "City") Tax-Exempt Financing Agreement Note, Series 2017 (the "Note") and registered in the name of Texas Capital Bank, N.A. which was issued pursuant to Resolution No. 813 of the City adopted June 27, 2017 (the "Resolution.")

(ii) First Security certifies that the Note was assigned to First Security by Texas Capital Bank, N.A. pursuant to the assignment dated February 26, 2021.

(iii) First Security is advised that the Note has been lost or destroyed.

(iv) First Security further certifies that it has not sold, assigned or pledged or otherwise transferred the Note or any interest in the Note.


(v) First Security further certifies and agrees that, concurrently with the delivery of this Affidavit, the Note shall be deemed to be cancelled for all purposes.

(vi) In connection with the replacement of the Note, First Security hereby agrees to indemnify and hold the City harmless from and against, any and all loss, liability, cost, damage, and expense, including, without limitation, reasonable attorneys' fees, which the City may suffer or incur by reason of any action, claim or proceeding brought against the City arising out of or relating in any way to the replacement of the lost Note unless, however, such loss, liability, cost, damage, or expense is the result of the negligence or willful misconduct of the City.

(vii) First Security further covenants and agrees that should the Note be found by or come into the possession of First Security, First Security shall promptly notify the City, cancel the Note, and deliver the Note to the City.

This Affidavit is for the benefit of the City and is binding on First Security. Capitalized terms used herein but not defined herein shall have the meanings given to such terms in or pursuant to the Resolution.

FIRST SECURITY FINANCE, INC.

By 
Name Mark Killian
Title VP
Date 8-10-21

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto First Security Finance, Inc., 521 President Clinton Ave., Ste. 800, Little Rock, AR 72201 (Please Print or Typewrite Name and Address) the within Note and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

TEXAS CAPITAL BANK, N.A.

Dated: 2/26/21

By: [Signature]

SIGNATURE GUARANTEED:

[Signature]

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature(s) to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.



NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Dated February 26, 2021

City of Mill City, Marion and Linn Counties, Oregon
444 S. 1st Avenue
Mill City, OR 97360

Ladies and Gentlemen:

Texas Capital Bank, N.A. ("*Assignor*") hereby gives notice that it has assigned and sold to **First Security Finance, Inc.** ("*Assignee*") all of Assignor's right, title and interest in, to and under that certain Tax-Exempt Financing Agreement Note, Series 2017, dated July 11, 2017 (the "*Note*"), issued by the City of Mill City, Marion and Linn Counties, Oregon ("*Obligor*").

For purposes of this Notice and Acknowledgment of Assignment (the "*Notice*"), "*Obligation*" means collectively the Note identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith.

This Notice constitutes notice that the Assignor has transferred all of its right, title and interest in, to and under the Obligation to Assignee pursuant to that certain Master Assignment Agreement dated as of December 30, 2020, and the related Specification of Assigned Interest dated as of February 26, 2021, and that Obligor should comply with any further instructions regarding the Obligation from Assignee. Pursuant to provisions set forth in the Tax-Exempt Financing Agreement dated as of July 11, 2017, entered into between Obligor and Assignor, the Obligation shall be presented to Obligor in exchange for an Obligation having the same terms and conditions thereof naming Assignee as the registered owner thereof, to be delivered to the Assignee.

Any inquiries of Obligor related to the Obligation and all payments and other amounts coming due pursuant to the Obligation on and after the date of this Notice should be remitted to Assignee at the following address (or such other address as provided to Obligor in writing from time to time by Assignee):

Notice Address:

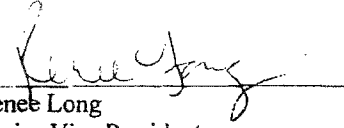
First Security Finance, Inc.
First Security Center
521 President Clinton Avenue, Suite 800
Little Rock, AR 72201
Attention: Mark Killingsworth
Telephone: 501-534-2386
Email: mkillingsworth@crewsfs.com

Payment Instructions:

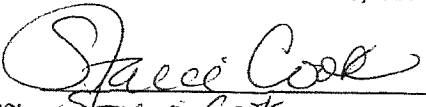
Wire to:
First Security Bank
Beneficiary: First Security Finance
ABA No.: 082901538
Account No.: 624535
Ref.: Mill City Tax-Exempt Note

If you have questions regarding this matter, please contact the undersigned at (972) 656-6690.

TEXAS CAPITAL BANK, N.A.

By: 
Name: Renee Long
Title: Senior Vice President

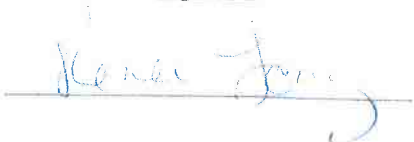
ACKNOWLEDGED:
CITY OF MILL CITY,
MARION AND LINN COUNTIES, OREGON

By: 
Name: Stacey Cook
Title: City Recorder
cc: First Security Finance, Inc., as assignee

CERTIFICATE OF INCUMBENCY AND AUTHORITY

The undersigned, being a duly qualified and acting officer of Texas Capital Bank, N.A. ("Texas Capital"), hereby certifies as follows:

1. The signature set forth below opposite such officer's name is a true and correct specimen of her genuine signature:

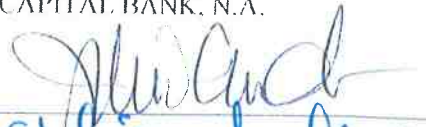
<u>Name</u>	<u>Office</u>	<u>Signature</u>
Rence Long	Senior Vice President	

2. The above-named officer of Texas Capital has sufficient and appropriate authority and is authorized to execute documents on behalf of Texas Capital, including agreements, acknowledgments, certificates and requisitions for payment on behalf of Texas Capital.

3. The undersigned has the power and authority to execute this Certificate of Incumbency on behalf of Texas Capital.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date set forth below.

TEXAS CAPITAL BANK, N.A.

By 
Name: Julie Anderson
Title: CFO
Date: 12-31, 2020



FORM OF INVESTMENT LETTER

February 26, 2021

City of Mill City, Oregon
Mill City, Oregon

Re: City of Mill City, Linn and Marion Counties, Oregon -- Tax-Exempt Financing Agreement, evidenced by a Tax-Exempt Financing Agreement Note, Series 2017, in the outstanding principal amount of \$854,065.94 (the "Loan Obligation")

Ladies and Gentlemen:

First Security Finance, Inc. (the "Lender") is purchasing the Loan Obligation as a vehicle for making a commercial loan for its own loan account and without any present intent to distribute or sell any interest therein or portion thereof other than to an affiliate of the Lender, provided that the Lender retains the right at any time to dispose of the Loan Obligation or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by the Lender shall be made in accordance with applicable law and the provisions of the Loan Obligation. The Lender has required that as a condition to purchasing the Loan Obligation, that no CUSIP numbers be obtained and that the Loan Obligation not be made DTC eligible. In consideration of the issuance of the Loan Obligation, the undersigned hereby makes the following representations and warranties which you may rely upon in connection with this transaction.

The Lender is a lender that regularly extends credit by purchasing loans in the form of state and local government obligations; has knowledge and experience in financial and business matters that make it capable of evaluating the City of Mill City, Linn and Marion Counties, Oregon (the "City"), the Loan Obligation and the risks associated with the purchase of the Loan Obligation; and has the ability to bear the economic risk of extending the credit evidenced by the Loan Obligation.

The Lender acknowledges that it is (a) a "qualified institutional buyer" as defined in Rule 144A promulgated by the Securities and Exchange Commission pursuant to the Securities Act of 1933, as amended (the "Securities Act"), or (b) an "accredited investor" as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

The Lender has conducted its own investigation of the financial condition of the City and of the security for the payment of the principal of and interest on the Loan Obligation, and has obtained such information regarding the Loan Obligation, the City and its operations, financial condition and financial prospects as the Lender deems necessary to make an informed credit decision with respect to the purchase of the Loan Obligation.

The Lender acknowledges that (a) the Loan Obligation (i) has not been registered under the Securities Act of 1933, as amended, (ii) has not been registered or otherwise qualified for sale under the securities laws of any state, (iii) will not be listed on any securities exchange, and (iv) will carry no rating from any rating agency, and (b) there is no established market for the Loan Obligation and that none is likely to develop. The Lender acknowledges that (a) the purchase of the Loan Obligation is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and (b) the City has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document, or other disclosure document.

The Lender recognizes that the opinions it has received express the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein. It also recognizes that by rendering such opinions, the attorneys do not become insurers or guarantors of that expression of professional judgment, of the transaction opined upon, or of the future performance of parties to such transaction, nor does the rendering of the opinions guarantee the outcome of any legal dispute that may arise out of the transaction.

The Lender is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary in connection with its purchase of the Loan Obligation. The Lender has not acted as an agent or served as the municipal advisor (as defined in Section 15B of the Securities and Exchange Act of 1934) for the City. The Lender has no fiduciary duty to the City and is entering into an arm's length transaction involving extending credit to the City through the purchase of the Loan Obligation. The Lender has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City (including to any financial advisor or any placement agent engaged by the City) with respect to the structuring, issuance, sale or delivery of the Loan Obligation. The Lender expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the City or its financial advisor or placement agent.

FIRST SECURITY FINANCE, INC.

By: Mark Killingsworth
Mark Killingsworth, Vice President

UNITED STATES OF AMERICA
STATE OF OREGON
CITY OF MILL CITY
MARION AND LINN COUNTIES, OREGON
TAX-EXEMPT FINANCING AGREEMENT NOTE, SERIES 2017

NUMBER: R-1A

\$1,095,210

DATED
July 11, 2017

RATE OF INTEREST
2.55%

MATURITY DATE
December 15, 2032

City of Mill City, Marion and Linn Counties, Oregon (the "City"), for value received, acknowledges itself indebted and hereby promises to pay to the order of First Security Finance, Inc., assignee of Texas Capital Bank, N.A. by Assignment dated February 26, 2021 (the "Purchaser"), the principal amount of ONE MILLION NINETY FIVE THOUSAND TWO HUNDRED TEN DOLLARS AND NO CENTS (\$1,095,210). The outstanding principal balance of this Note shall bear interest at the rate of two and fifty five hundredths percent (2.55%) per annum, calculated on a 30/360 day year. The City will repay this Note as set forth on Schedule 1 attached hereto.

Capitalized terms used in this Note have the meanings defined for such terms in the Tax-Exempt Financing Agreement between the City and the Purchaser dated as of July 11, 2017 (the "Agreement").

Pursuant to Resolution No. 813 of the City adopted June 27, 2017 (the "Resolution") the payments under the Agreement and this Note are payable from the general, non-restricted revenues of the City and other funds that may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon. The obligation of the City to make payments under the Agreement and this Note is a full faith and credit obligation of the City, not subject to annual appropriation. The Agreement and this Note are not secured by any lien or security interest on any property, real or personal.

This Note has been executed pursuant to the Agreement. The provisions of the Agreement and the Resolution are incorporated herein by reference.

The interest payable on this Note is excludable from gross income under the Code. This Note is not a "private activity bond" within the meaning of Section 141 of the Code.

If an Event of Default occurs the Purchaser may exercise any remedy available at law or in equity as provided in the Agreement.

If legal action is taken by the holder of this Note to enforce the provisions of this Note, the Resolution, or the Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, including fees and costs at trial, on appeal or otherwise.

This Note is executed by the City for the purpose of refinancing the 2008 Project, as defined in the Resolution, in full and strict accordance and compliance with all of the provisions of the Constitution and Statutes of the State of Oregon.

This Note is subject to prepayment by the City as described in the Agreement.

This Note may be assigned or transferred by the Purchaser as described in the Agreement.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all conditions, acts, and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note have existed, have happened, and have been performed in due time, form, and manner as required by the Constitution and Statutes of the State of Oregon; and that this Note and all other obligations of such City, are within every debt limitation and other limit prescribed by such Constitution and Statutes.

IN WITNESS WHEREOF, the City has caused this Note to be signed on its behalf by its Mayor as of this 11th day of July, 2017.

**CITY OF MILL CITY,
MARION AND LINN COUNTIES, OREGON**

By: _____
Timothy L. Kirsch
Mayor

Date of Authentication: January 12, 2023.

CERTIFICATE OF AUTHENTICATION

This Note No. R-1A is the Note described in the within mentioned Resolution and is the Tax-Exempt Financing Agreement Note, Series 2017, of the City of Mill City, Marion and Linn Counties, Oregon.

**CITY OF MILL CITY
MARION AND LINN COUNTIES, OREGON**

By _____
Stacie Cook, MMC
City Recorder

Schedule 1
Note Debt Service

Date	Principal	Coupon	Interest	Debt Service
12/15/2017	\$65,000.00	2.550%	\$11,946.92	\$76,946.92
06/15/2018	-	-	13,135.20	13,135.20
12/15/2018	57,243.00	2.550%	13,135.20	70,378.20
06/15/2019	-	-	12,405.35	12,405.35
12/15/2019	58,702.00	2.550%	12,405.35	71,107.35
06/15/2020	-	-	11,656.90	11,656.90
12/15/2020	60,199.00	2.550%	11,656.90	71,855.90
06/15/2021	-	-	10,889.36	10,889.36
12/15/2021	61,734.00	2.550%	10,889.36	72,623.36
06/15/2022	-	-	10,102.25	10,102.25
12/15/2022	63,308.00	2.550%	10,102.25	73,410.25
06/15/2023	-	-	9,295.07	9,295.07
12/15/2023	64,923.00	2.550%	9,295.07	74,218.07
06/15/2024	-	-	8,467.30	8,467.30
12/15/2024	66,578.00	2.550%	8,467.30	75,045.30
06/15/2025	-	-	7,618.43	7,618.43
12/15/2025	68,276.00	2.550%	7,618.43	75,894.43
06/15/2026	-	-	6,747.91	6,747.91
12/15/2026	70,017.00	2.550%	6,747.91	76,764.91
06/15/2027	-	-	5,855.19	5,855.19
12/15/2027	71,802.00	2.550%	5,855.19	77,657.19
06/15/2028	-	-	4,939.71	4,939.71
12/15/2028	73,633.00	2.550%	4,939.71	78,572.71
06/15/2029	-	-	4,000.89	4,000.89
12/15/2029	75,511.00	2.550%	4,000.89	79,511.89
06/15/2030	-	-	3,038.12	3,038.12
12/15/2030	77,437.00	2.550%	3,038.12	80,475.12
06/15/2031	-	-	2,050.80	2,050.80
12/15/2031	79,411.00	2.550%	2,050.80	81,461.80
06/15/2032	-	-	1,038.31	1,038.31
12/15/2032	81,436.00	2.550%	1,038.31	82,474.31
\$1,095,210.00			\$234,428.50	\$1,329,638.50