



## CITY COUNCIL Agenda

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

**Wednesday, July 10, 2019**

520 E. Cascade Avenue, Sisters, OR 97759 - Council Chambers

### **5:30 P.M. WORKSHOP**

1. Discussion of Tobacco Retail Licensure-*Thomas Kuhn*
2. Presentation from State Regional Economist-*Damon Runberg*
3. Review of Community Grant Process-*C. Miskey*
4. Other Business –*Staff/Council*

### **6:30 P.M. CITY COUNCIL REGULAR MEETING**

#### **I CALL TO ORDER/PLEDGE OF ALLEGIANCE**

#### **II ROLL CALL**

#### **III APPROVAL OF AGENDA**

#### **IV VISITOR COMMUNICATION**

#### **V CONSENT AGENDA**

All matters listed within the Consent Agenda have been distributed to each member of the Sisters City Council for reading and study, are considered to be routine and will be enacted by one motion of the Council with no separate discussions. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request.

- A. Minutes
  1. June 12, 2019- Workshop
  2. June 26, 2019-Regular
  3. June 26, 2019-Workshop
- B. Bills to Approve
  1. July 05, 2019- Accounts Payable

#### **VI COUNCIL BUSINESS**

- A. **Discussion and Consideration of a Motion** to Approve a Professional Services Agreement for Arborist Services between Arbor 1 Tree Services and the City of Sisters and Authorize the City Manager to Execute the Agreement- *P. Bertagna*

B. **Discussion and Consideration of a Motion** to Approve a Letter of Support for Tobacco Retail Licensure- C. Misley

C. **Discussion and Consideration of a Motion** to Approve a Public Improvement Reimbursement Agreement between the City of Sisters and Jeffrey J. Lemos and Vicki L. Lemos and Authorize the City Manager to Execute the Agreement- C. *Misley*

## **VII OTHER BUSINESS**

- A. New Business License Report
- B. Staff Comments

## **VIII MAYOR/COUNCILOR BUSINESS**

## **IX ADJOURN**

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

This meeting is open to the public and interested citizens are invited to attend. This is an open meeting under Oregon Revised Statutes, not a community forum; audience participation is at the discretion of the Council. The meeting may be audiotaped. The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made to the City Recorder at least forty-eight (48) hours in advance of the meeting.

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

The City of Sisters is an Equal Opportunity Provider



# Tobacco Retail Licensure

**Tom Kuhn, MSEd**

Deschutes County Health Services

**Karen Ard, MPH**

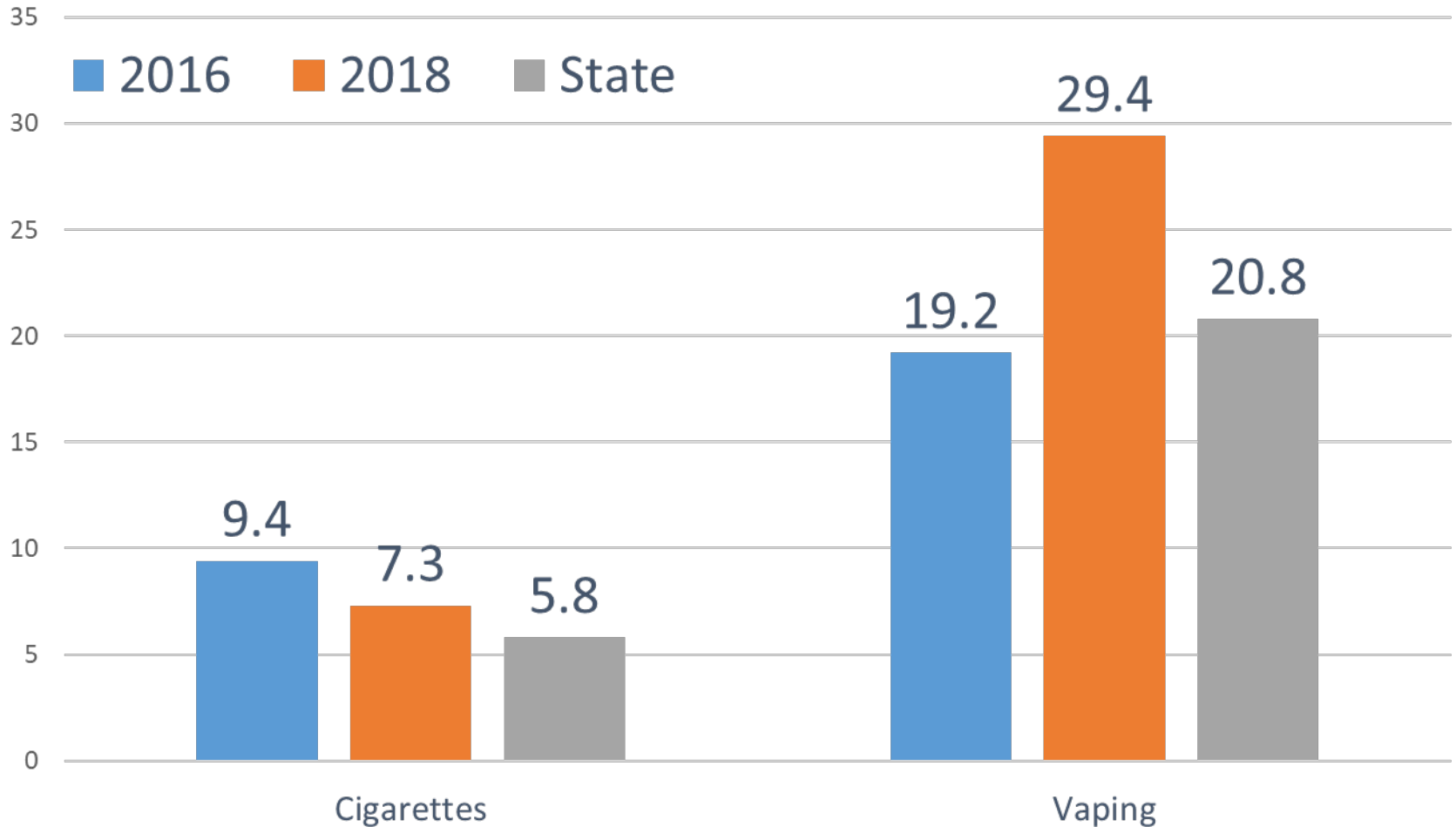
Deschutes County Health Services

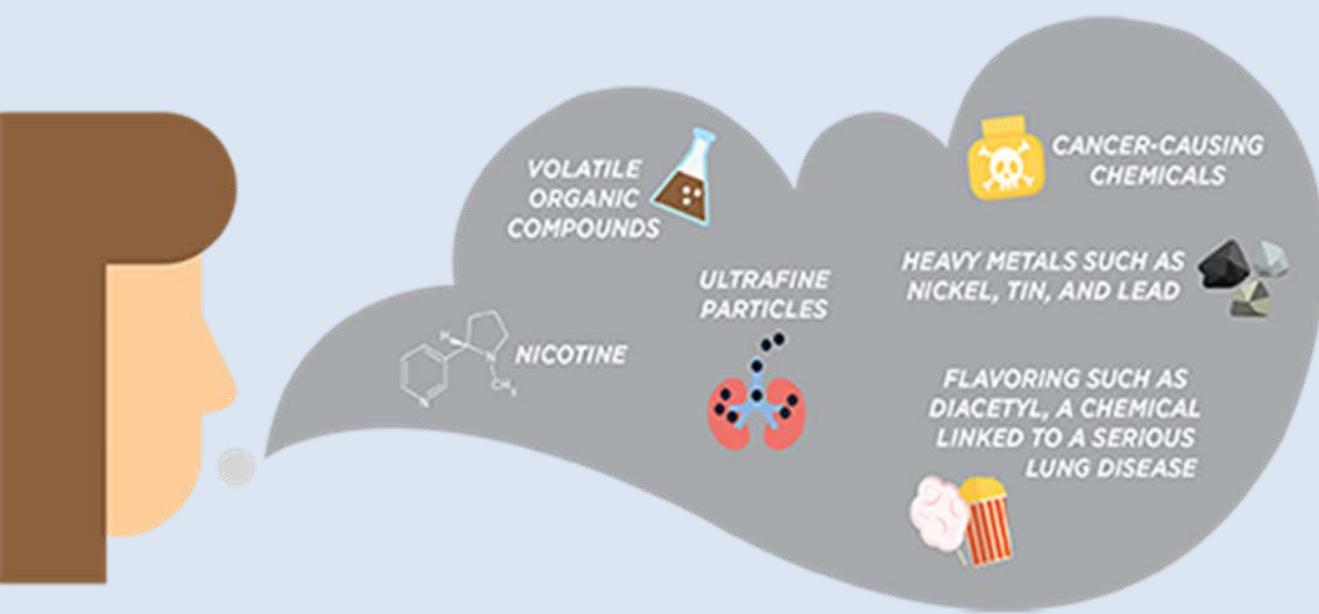
## **Our Purpose Today**

- **Provide an update on youth prevalence**
- **Brief review of history/timeline**
- **Discuss importance of Tobacco Retail Licensure**
- **Share data from tobacco retailer interviews**
- **Report findings from Community Readiness Assessments**
- **Discuss next steps**

# Tobacco Usage in Deschutes County

11<sup>th</sup> Graders





## E-Cigarettes contain:

- Nicotine
- Ultrafine particles
- Flavoring such as diacetyl, a chemical linked to popcorn lung (ingestion vs. inhalation)
- Volatile organic compounds
- Cancer-causing chemicals
- Heavy metals such as nickel, tin, and lead

# Health Concerns of Tobacco Use

- E-cigarettes and vaping products are still being researched
- What we do know is we are seeing similar health effects as conventional cigarette use
- Young people who use e-cigarettes are 4x more likely to use conventional cigarettes in the future
- 7 out of 10 people who use e-cigarettes also smoke conventional cigarettes
- 9 out of 10 smokers start before the age of 18
- \$90.6 million are spent in Deschutes County on medical costs associated with smoking related diseases

# Tobacco Retail Licensing (TRL) Timeline

**February 2016:**  
DCHS awarded Strategies for Policy and Environmental Change (SPArC) grant from OHA

**September 2016:**  
TRL workgroup convenes to assist in the fiscal impact analysis for TRL.

**July 2017:**  
Fiscal Impact Analysis Report to the BOCC and ask for guidance on next steps

**Spring/Summer 2018:**  
A contractor is secured to conduct a community readiness

**September 2018:**  
TRL Committee reconvenes to review Readiness Assessment and determine next steps

**Spring/Summer 2019:**  
Follow-up meeting with cities who wish for us to return

2016

2017

2018

2019

**June 2016:** Rede Group is contracted to conduct a fiscal impact analysis and report

**July 2017:**  
Rede Group completes TRL Fiscal Impact Analysis Report

**Fall 2017:**  
Presentations made to cities in Deschutes and letters of support are requested

**August 2018:**  
TRL Community Readiness Assessment is completed

**Summer/Fall 2019:**  
Meet with Deschutes Commissioners and perform next steps or guidance provided



# Basic Components of Effective Tobacco Retail Licensure\*

1

Require retailers to obtain a license, renewable annually, to sell tobacco products



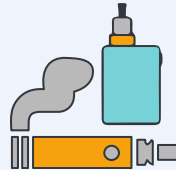
4

Include monetary fines and suspension as penalties for license violations



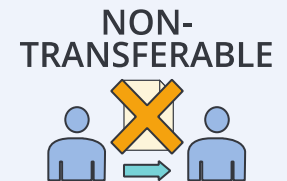
2

Expand the definition of “tobacco product” so the laws restrictions encompass new and emerging tobacco products popular with youth such as dissolvable products and e-cigarettes or vaping devices



5

Ensure that the license is nontransferable (if a licensee changes ownership or its place of business, it must reapply for a license).



3

Set the license fee at an amount sufficient to fund adequate implementation and enforcement of the law



6

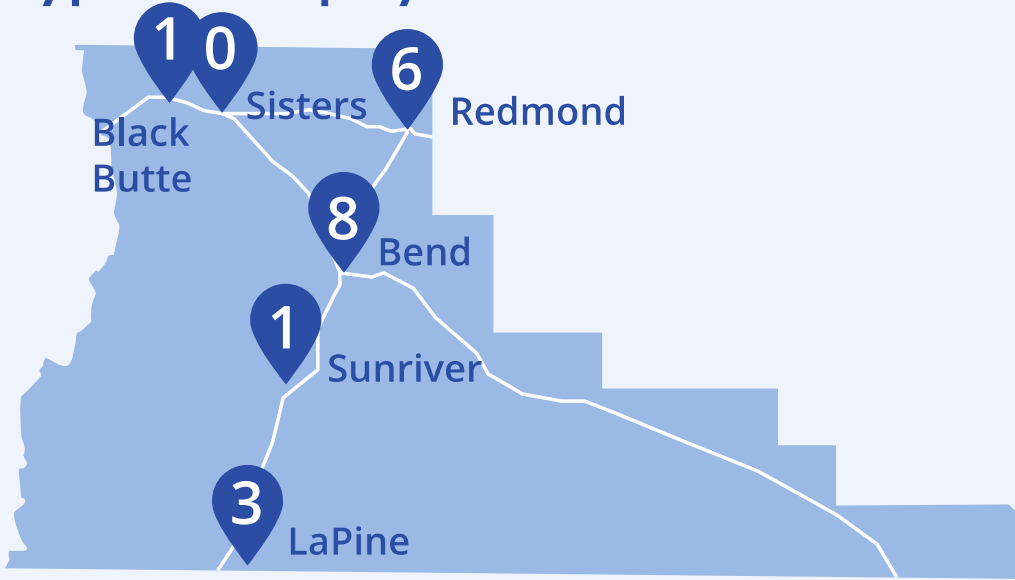
Require licensees to comply with all existing federal, state and local tobacco laws.



# Benefits of Tobacco Retail License

- Strong local TRL ordinance lower rates of cigarette and e-cigarette use among youth and young adults.
- Identifies all retailers that sell tobacco products
- Provides equity amongst retailers
- Provides consistent enforcement and education

# Retailer Locations, Types of Retail Outlets, and Types of Employees Interviewed



Store Owners x5



Store Managers x14

Gas Station/  
Mini Mart (5)

Convenience  
Stores (4)

Grocery Store (3)

Mom & Pop  
Shop (3)

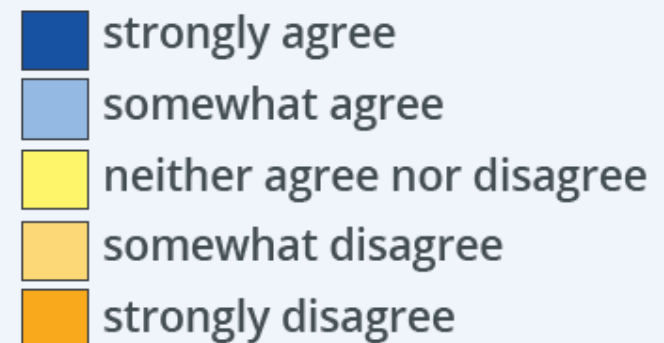
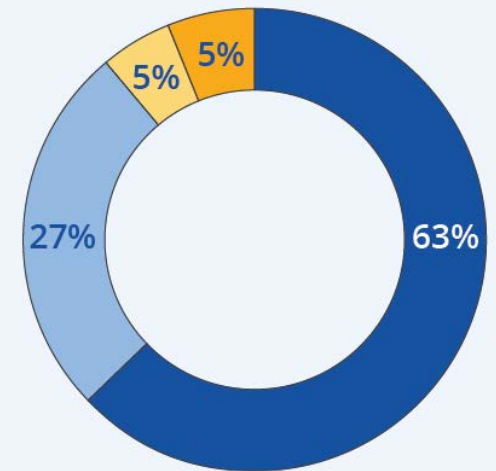
Vape Shop (2)

Other (2)

# Key Findings:

- The majority of retailers state they have minors that try to purchase tobacco products
- Approximately half of owners/managers interviewed do very little to train frontline staff
- The majority said TRL would not impact their business

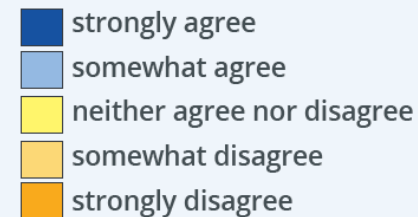
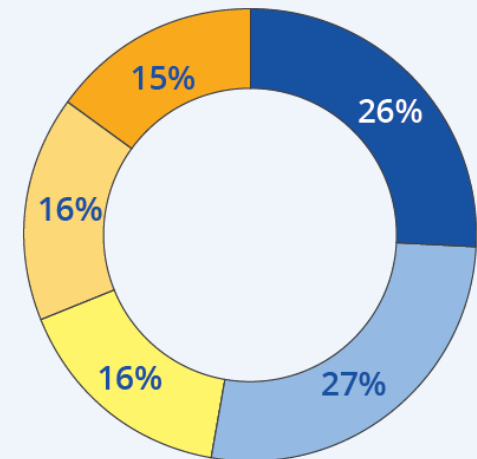
Do employees at your store experience minors attempting to purchase tobacco or electronic nicotine delivery products illegally?



# Key findings continued:

- More than half of retailers supported a retail license system that would help prevent youth from starting to use tobacco or vaping products.
- The majority supported TRL and license revocation for businesses who repeatedly sell to minors
- The majority supported eliminating the sale of tobacco within 1000ft. However, retailers located near schools were opposed

If a tobacco retail license system would help prevent youth from starting to use tobacco or vaping products, would you support a licensing program?



# Community Readiness Assessment

## Potential Tobacco Policies

Policy	Policy Description
1	Require businesses that sell tobacco products to have a license so that they can be held accountable if they violate local, state and federal tobacco laws
2	Fine businesses that are found to sell tobacco to minors
3	Restrict the location of businesses selling within 500 ft. of schools
4	Prohibit the sale of flavored tobacco products across Deschutes County
5	Require a minimum pack size for “non-cigarette products” like cigars and e-cigarettes so that they can’t be sold individually. Similar to how conventional cigarettes are required to be sold.
6	Establish a minimum price law that could, for example, eliminate the use of coupons and buy-one-get-one-free discounts that lower the price of tobacco, which make tobacco more affordable for young people and increase impulse buys.
7	Require businesses that sell tobacco to post the Oregon Tobacco Quit Line
8	Require all employees who sell tobacco to attend a training

# Community Readiness Assessment Results

Strong support for:

- For requiring all businesses to have a retail license
- Fining businesses for illegally selling to minors
- Restricting the location of businesses selling within 500ft of schools
- Requiring all businesses that sell tobacco products to post the Oregon Tobacco Quit line resources
- Requiring all staff who sell tobacco products to receive training

# Estimation of TRL Implementation & Enforcement Costs

## TRL Fee Options At-a-Glance

Option Number	Compliance Inspections	Minor Decoy Inspections	Total FTE Required	Total License Program Cost	Individual License Fee
1	Yes, all stores annually	Yes, all stores twice a year	.6	\$73,895.64	\$568.43
2	Yes, all stores annually	Yes, all stores once a year	.425	\$51,019.49	\$392.46
3	No	Yes, all stores once a year	.325	\$40,323.64	\$310.18
4	No	Yes, 50% of stores, annually	.252	\$29,718.04	\$228.60
5	No	No	.095	\$10,387.36	\$79.90

Table Note: Options 1-5 are listed in descending order of effectiveness relating to reducing sales of tobacco to minors.



# Conclusion:

- Tobacco Retail Licensure (TRL) is not a tax. It is a fee for retailers to sell tobacco products.
- TRL is an effective approach to reduce youth access and initiation.
- TRL establishes consistent enforcement for retailers.

# Our Ask:

A letter of support for a county-wide TRL Policy, such as the one we received from Sisters in October, 2017



CITY OF SISTERS

October 25, 2017

Deschutes County Board of Commissioners  
PO Box 6005  
Bend, OR 97708

Dear Board of County Commissioners,

After hearing from Deschutes County Health Services staff during our October 11<sup>th</sup> Workshop, the Sisters City Council is pleased to send you this letter of support for implementing a Tobacco Retail Licensure (TRL) Program in Deschutes County. The City of Sisters believes this program will improve the lives and health of individuals and families by eliminating illegal sales of tobacco to minors in our city.

The Sisters City Council feels that education is an integral part of the TRL program. We are hopeful that the County will adopt TRL fee option two; which includes an annual compliance and educational visit and one yearly minor decoy inspection.

The Sisters City Council hopes the Board of County Commissioners will consider these important issues and implement a TRL Program in Deschutes County.

Sincerely,  


Chuck Ryan  
Mayor

# QUESTIONS?

Guess which one does **NOT** require a license?



Own a dog

Sell Christmas trees

Sell tobacco



## **Tobacco Retail Licensing: Protecting Youth from Tobacco and Nicotine**

### ***Tobacco Use in Our Community***

The burden of tobacco use is felt in Oregon and in Deschutes County. Nearly one in five adults regularly smoke cigarettes.<sup>1</sup> About nine in ten adults who smoke daily started before age 18,<sup>2</sup> and nine in ten regret ever starting.<sup>2</sup> In 2014, \$50.3 million was spent on tobacco-related medical care.<sup>2</sup> Additionally, the cost in productivity losses due to premature tobacco-related deaths was \$40.3 million.<sup>2</sup> It is estimated that 68,000 kids who are under the age of 18 and currently living in Oregon will ultimately have a premature death from smoking.<sup>3</sup>

While the use of cigarettes among 11th graders in Deschutes County has declined to 7% in 2018, the use of e-cigarettes had increased to 29.4%.<sup>4</sup> In 2018, Deschutes County 11th graders used all tobacco products (e-cigarettes, mods, vape pens, cigarettes, cigarillos, cigars, hookah, snus, snuff, pipe tobacco) more than their peers across Oregon.<sup>4</sup>

### ***Tobacco Marketing Targeting Kids***

The Tobacco Industry increased spending on marketing from \$8.37 billion in 2011 to \$9.17 billion in 2012.<sup>5</sup> Since the 1998 Master Settlement Agreement restricted more traditional venues for advertising, such as bill-boards, TV, radio, and print media, the Tobacco Industry has channeled more resources into its new primary marketing channel – the retail environment.<sup>6</sup> This is a public health concern because the more advertising that youth see, the more likely they are to use tobacco.<sup>7</sup> Price discounts, flavored products and kid-friendly packaging are examples of marketing that appeal to kids.<sup>8</sup>

#### *In Deschutes County:*

- ◆ Three out of five 8th graders and five out of nine 11th graders, visit convenience stores one or more times a week.<sup>9</sup>
- ◆ Three out of five 8th graders and 11th graders, saw tobacco advertising on a storefront or in a store.<sup>9</sup>
- ◆ Five out of seven stores that sold flavored tobacco also had price promotions such as coupons or other discounts.<sup>10</sup>
- ◆ One in three stores that sold flavored tobacco also placed tobacco within 12 inches of candy.<sup>10</sup>

### ***Tobacco Retail Licensing***



Currently in Deschutes County, retailers do not have to obtain a license to sell tobacco, resulting in various levels of compliance with local, state, and federal law. Deschutes County's non-compliance rate has been as high as 43%.<sup>11</sup> In the most recent 2014-2015 Food and Drug Administration (FDA) compliance inspections, nearly one in five stores sold tobacco to a minor.<sup>12</sup> During these inspections youth, under age 18, purchase tobacco products despite showing their identification. An FDA inspector reported all stores in one Deschutes County community failed to check any identification resulting in the sale to a minor. Tobacco retail licensure (TRL) is proven to reduce illegal sales to minors.<sup>13</sup>

Preventing adolescents from gaining access to tobacco requires a comprehensive and properly enforced TRL law. Additional policies that can be included in TRL, such as the restriction of retailer proximity to schools and prohibiting flavored nicotine products in places where youth frequent, can have an even bigger impact on youth initiation and health care expenses for chronic illnesses (e.g. cardiovascular disease, emphysema, cancer, etc.).<sup>14,15</sup> These policy strategies are identified in the Central Oregon Regional Health Improvement Plan as ways to improve community health.

#### ***Implementing TRL locally will:***

- ◆ Allow public health to reach tobacco retailers with information about laws and training resources tailored to the local community
- ◆ Provide an opportunity to create a fee structure that is effective and not economically detrimental to small businesses
- ◆ Allow the chosen enforcement agency to conduct frequent compliance inspections, instead of the sporadic state and federal inspections that currently take place
- ◆ Keep the revenue generated from licensing and penalty fees within Deschutes County

## References

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- <sup>1</sup> Oregon Health Authority, Public Health Division, Health Promotion and Chronic Disease Prevention. Behavioral Risk Factor Surveillance Survey. 2012-2015.
- <sup>2</sup> Portland State University Population Research Center 2014; Oregon Behavioral Risk Factor Surveillance System 2013; CDC Smoking Attributable Morbidity and Mortality Cost calculator 2013.
- <sup>3</sup> Campaign for Tobacco Free Kids. *Toll of Tobacco in Oregon*. 2016.
- <sup>4</sup> Oregon Health Authority, Public Health Division, Health Promotion and Chronic Disease Prevention. Oregon Student Wellness Survey. 2018. Available at: <https://oregon.pridesurveys.com/>
- <sup>5</sup> Campaign for Tobacco-Free Kids. 2015 March 30. *FTC Reports Tobacco Marketing Increased to \$9.6 Billion in 2012 – Efforts to Fight Tobacco Use Must Also Intensify*. Available at [http://www.tobaccofreekids.org/press\\_releases/post/2015\\_03\\_30\\_ftc](http://www.tobaccofreekids.org/press_releases/post/2015_03_30_ftc).
- <sup>6</sup> Wakefield M, et al. Tobacco Industry Marketing at Point of Purchase After the 1998 MSA Billboard Advertising Ban. *Am J Public Health* 2002;92(6):937-40.
- <sup>7</sup> U.S. Department of Health & Human Services. Prevention Tobacco Use Among Youth and Young Adults: A Report of the Surgeon General, 2012. Available at: [http://www.cdc.gov/tobacco/data\\_statistics/sgr/2012/index.htm](http://www.cdc.gov/tobacco/data_statistics/sgr/2012/index.htm).
- <sup>8</sup> U.S. Department of Health and Human Services. *E-Cigarette Use Among Youth and Young Adults. A Report of the Surgeon General*. Atlanta, GA: U.S. Department of Health and Human Services, Centers for Disease Control and Prevention, National Center for Chronic Disease Prevention and Health Promotion, Office on Smoking and Health, 2016.
- <sup>9</sup> Oregon Health Authority, Public Health Division, Health Promotion and Chronic Disease Prevention. Oregon Health Teens Survey. 2017. Available at: <http://www.oregon.gov/oha/PH/BirthDeathCertificates/Surveys/OregonHealthyTeens/Pages/index.aspx>
- <sup>10</sup> Deschutes County Health Services Tobacco Prevention and Education Program. Retail Assessment. 2018.
- <sup>11</sup> Oregon Health Authority. Public Health Division Promotion and Chronic Disease Section 2016; Oregon Annual Synar Reports 2007-2016.
- <sup>12</sup> Food and Drug Administration. Inspection data: 2014-2015. Available at: [https://www.accessdata.fda.gov/scripts/oc/inspections/e\\_insp\\_searching.cfm](https://www.accessdata.fda.gov/scripts/oc/inspections/e_insp_searching.cfm)
- <sup>13</sup> The Center for Tobacco Policy and Organizing, The American Lung Association. *Tobacco Retailer Licensing is Effective*. August 2012.
- <sup>14</sup> Center for Public Health Systems Science. Point-of-Sale Strategies: A Tobacco Control Guide. St. Louis, MO: Center for Public Health Systems Science, George Warren Brown School of Social Work at Washington University in St. Louis and the Tobacco Control Legal Consortium, 2014.
- <sup>15</sup> Center for Public Health Systems Science. Point-of-Sale Report to the Nation: The Tobacco Retail and Policy Landscape. St. Louis, MO: Center for Public Health Systems Science, George Warren Brown School of Social Work at Washington University in St. Louis and the National Cancer Institute, State and Community Tobacco Control Research Initiative, 2014.



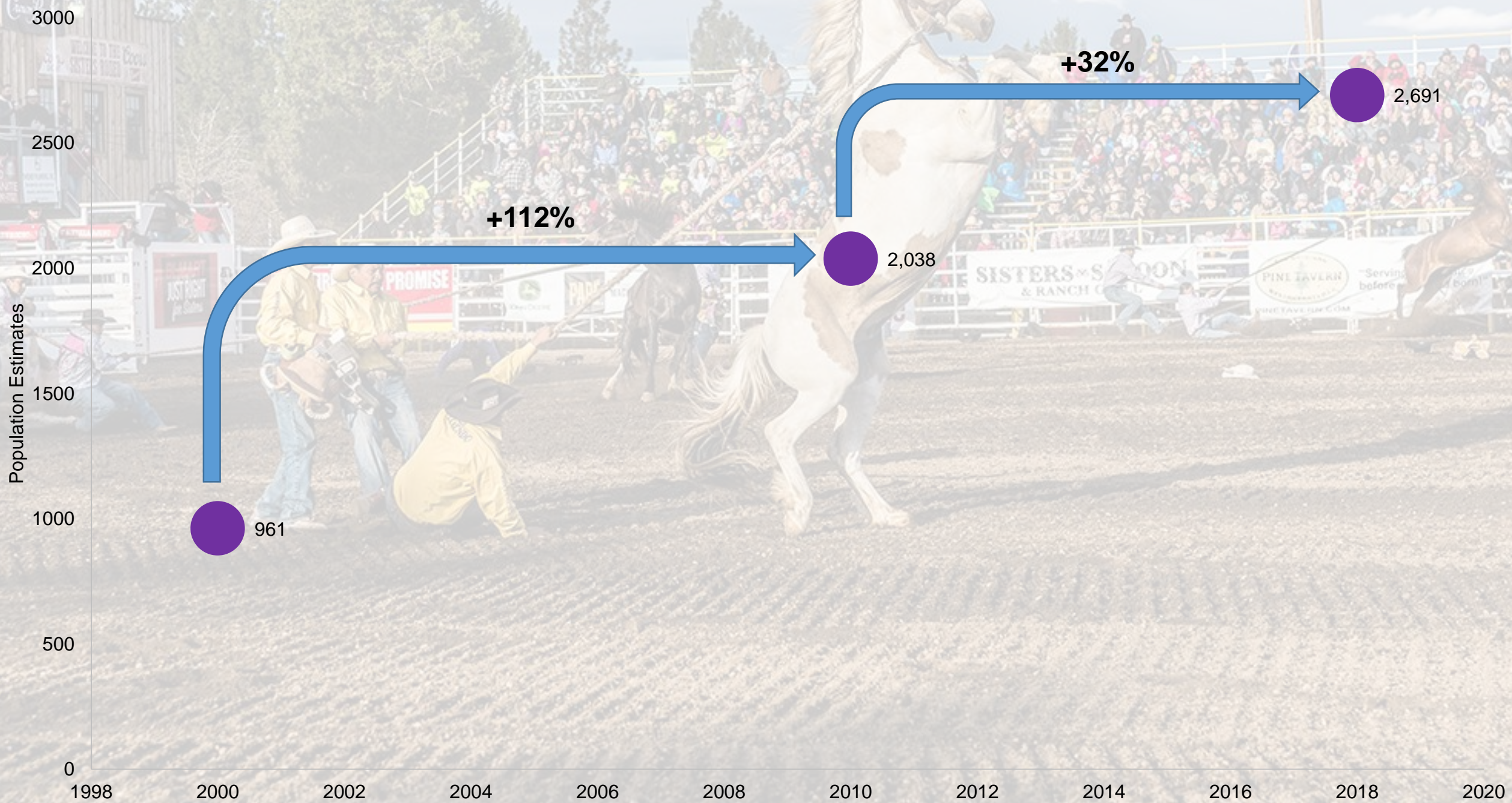
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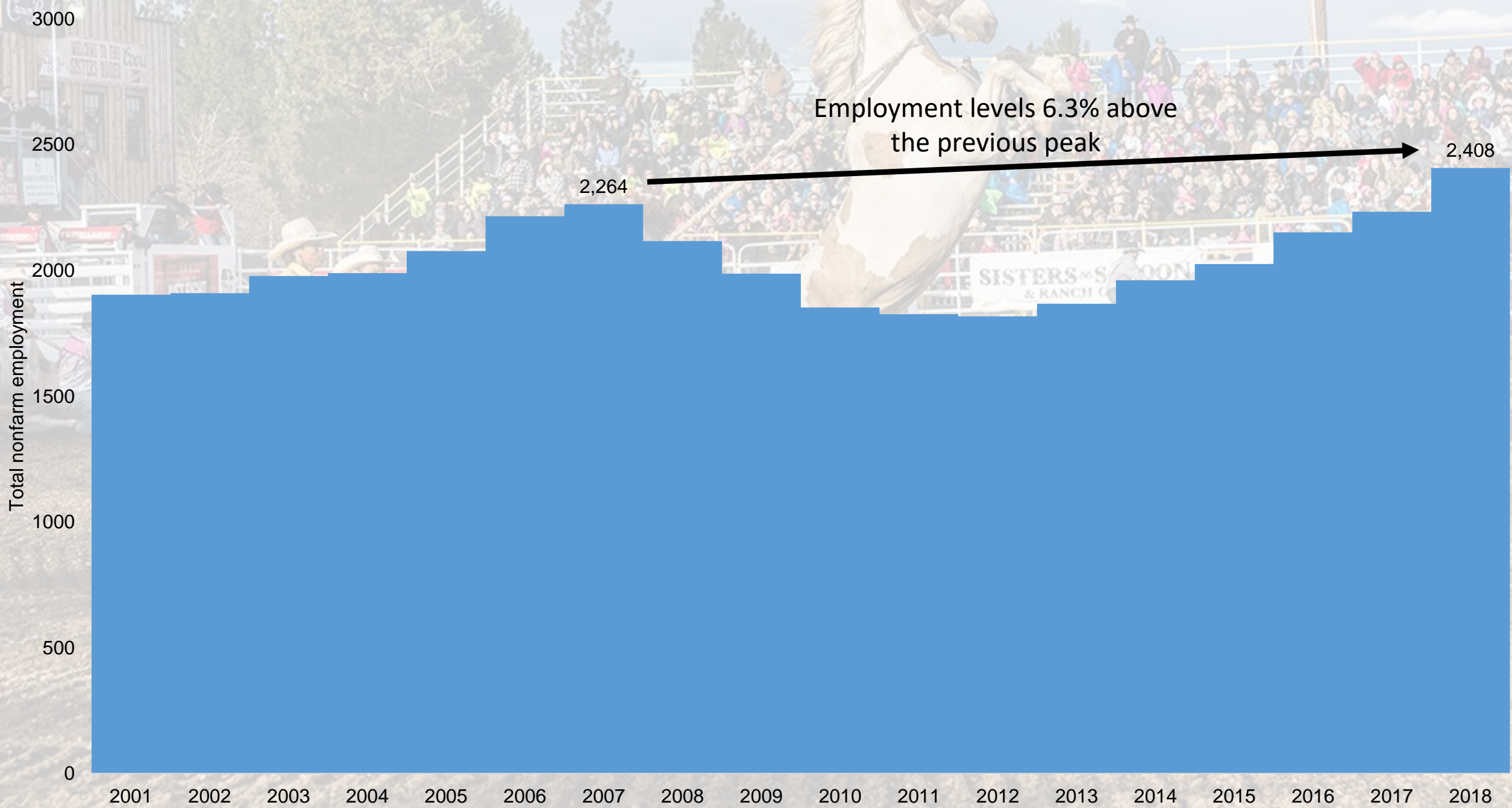
More than just tourism

Damon Runberg  
*Regional Economist, Oregon Employment Department*

# The numbers aren't big, but the rate of growth is jaw dropping



# More volatility in employment than population



Employment levels 6.3% above the previous peak

2,408

2,264

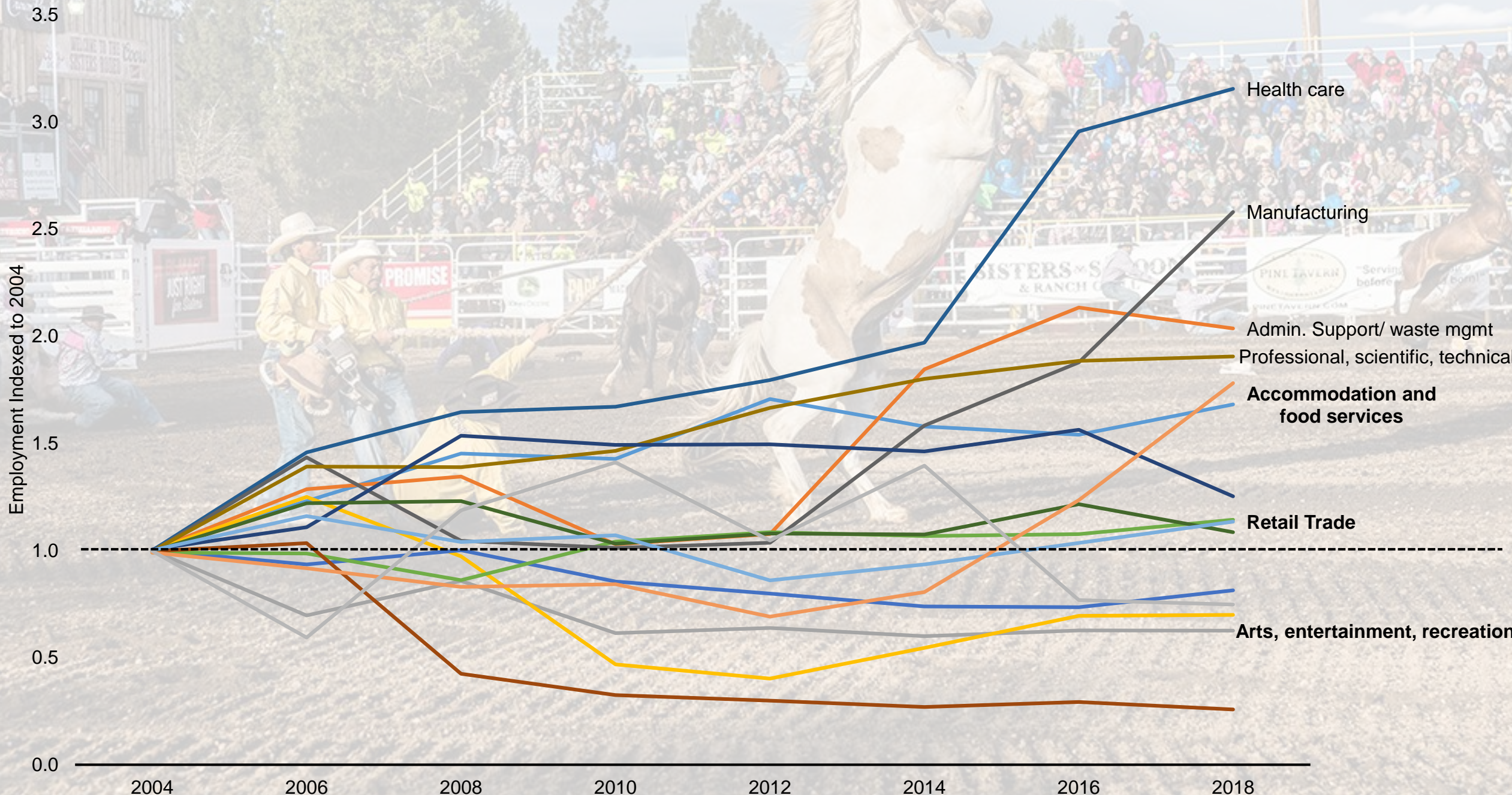
Total nonfarm employment

3000  
2500  
2000  
1500  
1000  
500  
0

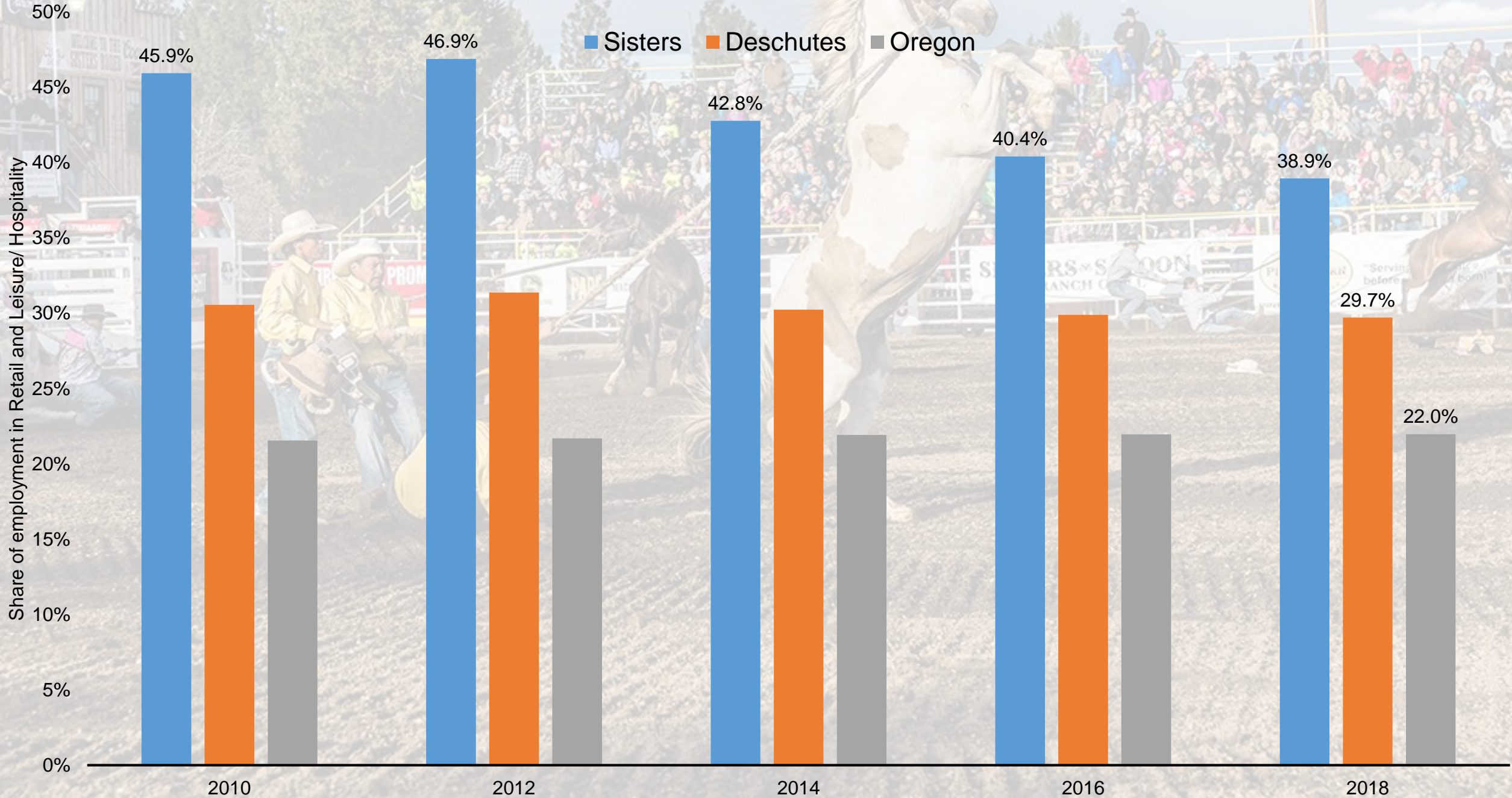
2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018



# Sister's fastest growing industries are NOT tourism-related



# The share of employment in tourism/ service industries is dropping in Sisters



SINCE  2003

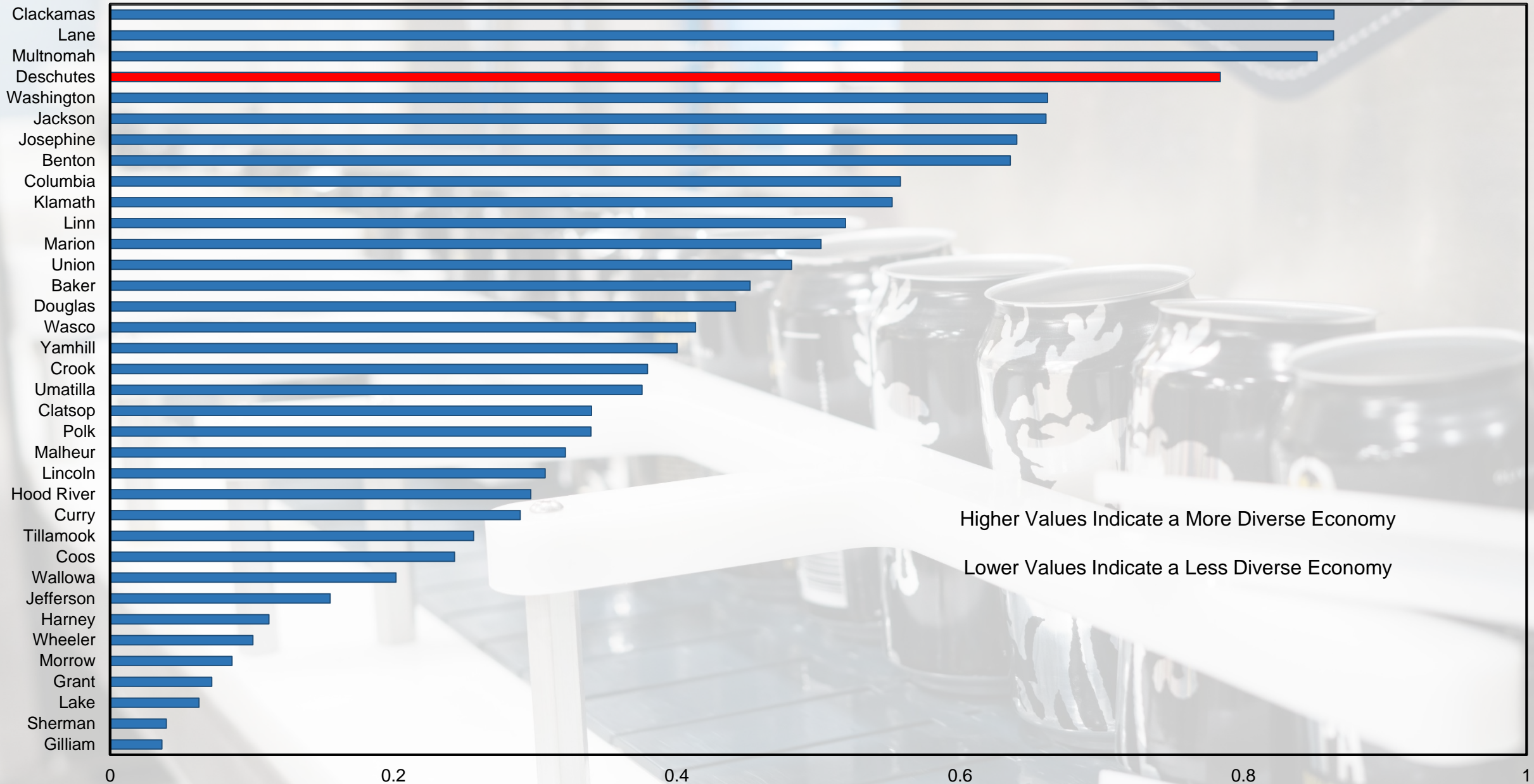
Should we care about industry diversification?



# Deschutes County is among the most diverse economies in Oregon...

*Hachman Diversification Index (2018)*

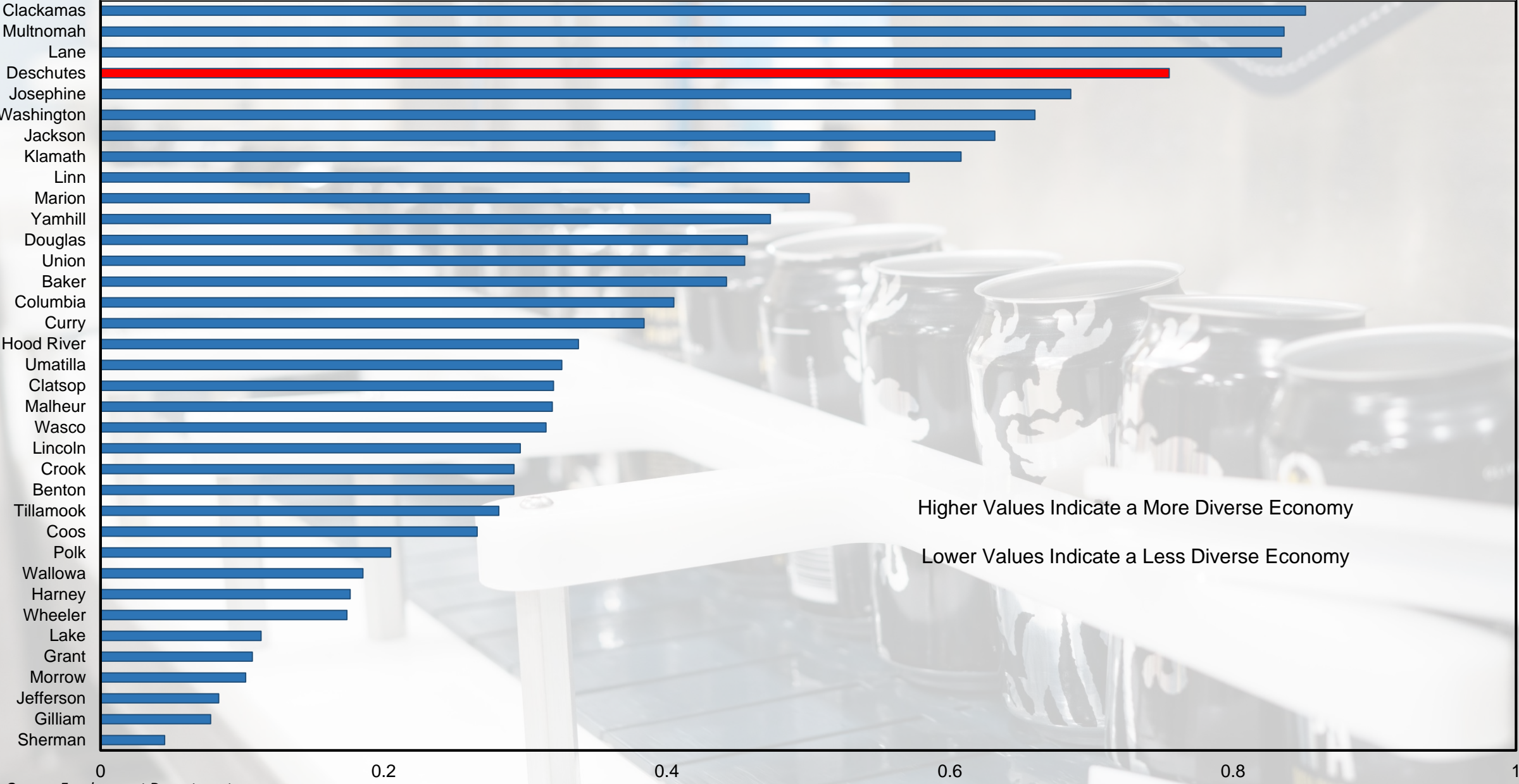
SINCE 2003



Higher Values Indicate a More Diverse Economy

Lower Values Indicate a Less Diverse Economy

# ...And, we were back in 2006? *Hachman Diversification Index (2006)*



Source: Oregon Employment Department

Resiliency is more important than diversification

**RESISTANCE**

**RECOVERABILITY**



A group of children and adults are working in a garden. In the foreground, there are green plants. In the background, there are tall evergreen trees and a snow-capped mountain under a clear blue sky. A semi-transparent white banner is overlaid across the middle of the image, containing the text "But, industry diversity helps build communities".

But, industry diversity helps build communities

# Questions?



Damon Runberg, Economist  
Oregon Employment Department

541-706-0079

[Damon.m.runberg@Oregon.gov](mailto:Damon.m.runberg@Oregon.gov)

Twitter: @EastSlopeEcon





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**Agenda Item Summary**

**Meeting Date:** July 10, 2019  
**Type:** Workshop  
**Subject:** Community Grant Process

**Staff:** Cory Miskey  
**Dept:** City Manager

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**Action Requested/Motion:** Review and discuss the Community Grant allocation process

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**Summary Points:** The City of Sisters has budgeted \$20,000 for community grant funds for non-profits and other entities that provide projects or programs in the Sisters area. Past recipients of grants have been for the purpose of meeting essential needs, educational enrichment, recreational opportunities and other miscellaneous community needs. The annual application process will end on July 19, 2019.

Similar to last year Councilors will be sent a spreadsheet a week before the workshop and asked to allocate the funds amongst the eligible applicants. There are a few procedural questions that staff is looking for clarity on:

- Will Council consider funding grants if the applications come in after the deadline of July 19, 2019?
- Does Council want to leave any funds in reserve and if so, how much?
- If an applicant has two or less Councilors who want to allocate funds to the project, should the applicant be taken out of the process?

**Financial Impact:** The FY 19/20 adopted budget includes \$20,000 for community grants.

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**Attachment(s):**

- A. Community Grant Policy

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

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

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

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

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

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

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

III. **PROCEDURES:**

City of Sisters

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

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

### **Community Grant Applicant**

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

WORKSHOP MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
JUNE 12, 2019

**MEMBERS PRESENT:**

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

**STAFF PRESENT:**

Cory Misy            City Manager  
Paul Bertagna        PW Director  
Joe O'Neill           Finance Director  
Patrick Davenport   CDD Director  
Julie Pieper          Finance Admin.

**GUESTS:**

Steve Donovan        Donovan Enterprises  
Brendon Buckley      Johnson Economics

**ABSENT:**

Kerry Prosser        City Recorder

Mayor Ryan called the workshop to order at 5:00 p.m. and Finance Administrative Assistant Pieper took roll call.

**1. Review of Transportation System Development Charges (SDC)**

Steve Donovan of Donovan Enterprises reviewed a PowerPoint regarding Transportation SDC's.

- One-time fee on new development.
- Only charged to new development.
- Trying to strike a balance of growth paying for growth and attracting smart growth and living wage jobs
- Use peak hour vehicle trips to determine SDC's

Mr. Donovan reviewed current and proposed Transportation SDC methodologies and showed how SDC's were calculated. He said this proposal doubled the transportation SDC's. He noted the SDC's in Sisters were much lower than neighboring communities and even with the increase they would still be the lowest in the area.

Mr. Donovan explained the first reading of the proposed transportation SDC update was tentatively set for July 24, 2019. He proposed the Council implement the increase on this date. Central Oregon Builders Association (COBA) recommended phasing the increases over time; half on January 01, 2020 and half on July 01, 2020.

Councilor Blum thought this project was well thought through and made sense. Councilor Preedin said adding another \$1,200 would bring the price of all SDC's up to \$11,000 which was a lot of money.

City Manager Misy said they only put the high priority projects into this calculation. Had they added the medium and low priority projects, this number could have doubled or tripled. Director Bertagna said we would need to revisit these SDC's in five years.

Staff recommended implementing the entire increase on January 01, 2020.

## 2. Review of Adams Avenue Streetscape Design

City Manager Misley explained this project officially kicked off in December 2018 and staff worked with Hickman, Williams, and Associates to come up with a couple of concepts to show to Adams Avenue stakeholders. The first community meeting was held on March 14<sup>th</sup> to get feedback on the concepts. Staff then went back and used the feedback to come up with concept 2a and 2b. On May 1<sup>st</sup>, we had two smaller meetings with the stakeholders and solicited anonymous feedback on the concepts: 20 of the 21 comments preferred design 2a.

City Manager Misley noted he had met with a property owner who had several vacant lots on Adams Ave who would like diagonal parking on the south side east of Fir Street. We were planning on adding diagonal parking on the side streets, which was a significant amount of parking.

Director Bertagna reviewed the Westside concept:

- Improvements included two twelve foot travel lanes with bicycle facilities on the south side of the street.
- Diagonal parking to maximize parking in the commercial use area.
- Improvements include old fashioned street lights, reduced crossing distances, street trees and native landscaping and service zones that could be used for artwork installations.

Councilor Preedin asked if the curbs were raised. Director Bertagna replied diagonal parking would have raised curbs and parallel parking would be flush.

Councilor Esterman asked about handicapped parking. Director Bertagna replied there was a 25:1 ratio for accessible parking spaces: there would be approximately one on each block. Councilor Esterman asked if you had to have intersections at each leg of the street. Director Bertagna said there was not a rule, but they were trying to provide symmetry on the street.

Council President Connolly asked if there would be RV parking on the street. Director Bertagna replied as the street developed, they would have to park elsewhere in the City. Council President Connolly asked about the snow removal plan. Director Bertagna replied there would be space mid-block to pile snow on each side.

City Manager Misley said in conjunction with this project the City would probably pave the alley between Adams and Main. Council President Connolly asked if the drainage area on the north/south block to pile snow would be for the use of property owners. City Manager Misley replied it would be for snow storage from the streets.

Director Bertagna reviewed the Eastside concept.

- Parallel parking with a pedestrian bridge over the swale area every other parking spot.
- Northside: meandering sidewalks that were not property line tight.
- Southside: 10-foot multi-use path.
- No street lights on the corners; 3ft bollard lighting on the pathway.

Council President Connolly asked if the parallel parking was short-sighted for future growth. Director Bertagna replied with the residential zoning we were adding developed parallel parking; this was no different than our other residential areas.

City Manager Misley noted we were trying to make the street feel narrower to get traffic to move slower. He noted in urban areas; it was not uncommon to walk a few blocks to get to where you needed to go. We were trying to balance the character of the existing neighborhood with what would evolve.

Mayor Ryan asked if the eastside was residential. Director Bertagna said it was zoned commercial, but it was mostly built out as residential.

Council gave staff direction to continue moving forward on the concept.

### 3. Discussion of Housing Needs Analysis

Director Davenport summarized the Housing Needs Analyses project and Housing Measure Report process and timeline. Brendon Buckley with Johnson Economics, partnering with Anglo Planning Group, reviewed a draft of the Housing Needs Analysis (HNA) and Housing Measures Report (HMR). He said the third piece of the process was a buildable lands inventory. He noted for technical reasons they were doing more work to update this component to get it into the correct format. He explained this was the process the state laid out to look at housing in the future.

Mr. Buckley explained Sisters had grown very quickly and of all the communities they worked with, it had the highest annual growth rate they had seen and the fastest projected growth rate for the next 20 years. He said since 2000 Sisters had grown by 1800 people, pushing an almost 200% growth rate, 758 households, and 961 housing units had been added to the community. Statistics showed that in a community like this, with a large number of second homes, you tended to have a higher vacancy rate. He noted Sisters vacancy rate was 22%. He reviewed other demographic trends.

Mr. Buckley said they used numbers from Portland State University population research center (2.6% per year) and generated a 20-year growth forecast that calculated an increase of 2000 in the population and over 800 households by 2039. He explained when you built in the vacancy

rate there was a forecasted need for 1060 housing units during that timeframe: of those projected new units most would likely be Single Family (SF) homes.

Director Davenport reviewed the Buildable Land Inventory (BLI) map. Mr. Buckley took the forecasted housing need and compared it to the BLI to see what the capacity of the land was to hold housing units. Because BLI was currently being updated, he did not give specific numbers. He noted higher level findings showed there was not sufficient land in the Urban Growth Boundary (UGB) to accommodate the forecasted growth. Mr. Buckley stated since the demand was for SF homes, the low-density zone would face the largest deficit.

Mayor Ryan asked about the Land Watch letter that did not agree with those findings. Director Davenport replied they were referencing the formal Buildable lands Inventory document that we were currently working on; once completed it should alleviate their concerns.

Mr. Buckley discussed the draft Housing Measures report. He said if the City's 20-year growth was outpacing supply, you could take several measures to accommodate the growth including looking at a potential UGB expansion. He said the standard process was to discuss land use efficiency measures; you could also pursue other strategies to address future needs.

Director Davenport noted some of these strategies would look familiar as the staff was currently working on them. He said there would be a July 18<sup>th</sup> meeting with the Planning Commission and Housing Policy Advisory Board to review the final documents. Staff would then present the final findings to the Council in a few months.

Director Davenport said staff would start working on the efficiency measures immediately. He noted he would keep Council informed on where they were in the process.

Councilor Blum thought unless we adopted significant measures to utilize our existing zoning to encourage housing, we were unlikely to get approval for a UGB expansion. Mr. Buckley agreed with Councilor Blum's statement.

Mayor Ryan was concerned about some of the assumptions; he was skeptical of some of the estimates. Director Davenport said the quantitative data from the census was formulaic and making predictions on the vacant property did have some logic.

Councilor Preedin said we wanted what was best for the City and there were strong opinions about some of this information.

City Manager Mисley noted this was a project update, and staff would continue to vet this through committees, and it would come back to Council in the next few months.

4. Other Business –None

The meeting was adjourned at 6:29 p.m.

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Kerry Prosser, City Recorder

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Chuck Ryan, Mayor



**MEMBERS PRESENT:**

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

**STAFF PRESENT:**

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

**GUESTS:**

Mark Eggert Patrol Lt. Deschutes County Sheriff

**I CALL TO ORDER/PLEDGE OF ALLEGIANCE**

The meeting was called to order by Mayor Ryan at 6:50 p.m.

**II ROLL CALL**

City Recorder Prosser took roll call and established a quorum.

**III APPROVAL OF AGENDA**

Mayor Ryan removed Item C. under Council Business from the agenda.

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

**IV VISITOR COMMUNICATION-None**

**V CONSENT AGENDA**

- A. Minutes
  - 1. June 12, 2019- Regular
- B. Bills to Approve
  - 1. June 19, 2019- Accounts Payable

*Councilor Preedin made a motion to approve the Consent Agenda. Councilor Blum seconded the motion. The motion carried 5-0.*

**VI SHERIFF'S REPORT**

Patrol Lieutenant Mark Eggert noted there were two areas that stood out in the past month; the Rodeo and the number of responding deputies to a felony arrest that occurred in Sisters.

**VII COUNCIL BUSINESS**

**A. Public Hearing and Consideration of Resolution 2019-11: A RESOLUTION OF THE CITY OF SISTERS ADOPTING CHANGES TO THE MASTER FEE SCHEDULE.**

Mayor Ryan opened a public hearing and asked for public comment. There were no public comments; Mayor Ryan closed the public hearing.

Director O'Neill reviewed the fees being updated in the Master Fee Schedule.

*Council President Connolly made a motion to approve Resolution 2019-11 a resolution of the City of Sisters adopting changes to the master fee schedule. Councilor Blum seconded the motion. The motion carried 5-0.*

**B. Public Hearing and Consideration of Resolution No. 2019-12: A RESOLUTION OF THE CITY OF SISTERS ADOPTING A SUPPLEMENTAL BUDGET AND ESTABLISHING APPROPRIATIONS WITHIN THE 2018/19 BUDGET.**

Mayor Ryan opened a public hearing and asked for public comment. There were no public comments; Mayor Ryan closed the public hearing.

Director O'Neill reviewed the items in the supplemental budget and the funds that were affected.

*Councilor Blum made a motion to approve Resolution 2019-12 a resolution of the City of Sisters adopting a supplemental budget and establishing appropriations within the 2018/19 budget. Council President Connolly seconded the motion. The motion carried 5-0.*

**C. Discussion and Consideration of a Motion for the City of Sisters to Approve a Ground Lease Agreement Between Allied Waste Transfer Services of Oregon, LLC (dba Republic Services of Oregon) and the City of Sisters Subject to Legal Revisions and allow the City Manager to Execute the Agreement.**

Mayor Ryan removed this item from the agenda.

**D. Discussion and Consideration of a Motion to Approve Amendment No. 2 to the Professional Services Agreement between Henderson, LLC. and the City of Sisters.**

City Manager Misley explained this amendment would change the end date of the contract to December 31, 2019; there would be no change to the scope of work or the cost of the agreement.

Council President Connolly asked why there was a delay. City Manager Misley replied we needed to have more time to get the required permits from the Army Corp of Engineers.

*Councilor Esterman made a motion to approve Amendment No. 2 to the Professional Services Agreement between Henderson, LLC. and the City of Sisters. Council President Connolly seconded the motion. The motion carried 5-0.*

## **VIII OTHER BUSINESS**

### **A. Planning Commission Appointments**

Mayor Ryan, Councilor Preedin and Director Davenport scheduled interviews with four candidates for the two open Planning Commission positions. He noted current Planning Commissioner Tewalt did not show up for his interview. He said the three candidates that were interviewed were good individuals and anxious to serve.

Councilor Preedin noted all of the candidates were well qualified, and it was a good interview process.

Councilor Blum thought Dennis Geltner had an incomplete application.

Council President Connolly was sorry Mr. Tewalt had not shown up for his interview as he had a lot of historical knowledge that was helpful to Council.

Mayor Ryan appointed Scot Davidson to an 18-month term and Mark Hamilton to a four-year term on the Planning Commission.

### **B. Staff Comments**

Community Development Department- Director Davenport

- The Housing Needs Analysis was sent to stakeholders for public comment and would be going to a joint Planning Commission and Housing Policy Advisory Board meeting in July where they would recommend efficiency measures within the Urban Growth Boundary.

Councilor Blum asked if these recommendations would conflict with recommendations from the CPAW and other reports. Director Davenport, some measures were at odds, and some were parallel.

Public Works-Director Bertagna

Councilor Blum asked if SW Black Crater was on a list for an upgrade. Director Bertagna replied it was on a regular street maintenance treatment schedule.

Councilor Esterman asked if the City was liable for damage to vehicles if they hit potholes. City Manager Misley replied he was not sure.

Council President Connolly asked how the Rodeo had gone, and Director Bertagna replied there were no comments or complaints.

Finance-Director O'Neill

- Shower tokens: 50 had been purchased and were being distributed by Family Access Network. They were being used in the Village Green showers.
- Audits: Pre-audit fieldwork had occurred this week, and an ODOT audit of the CET program would be happening tomorrow.

City Manager's Office-City Manager Misley

- Employee evaluations would be completed this week.
- A workshop would be scheduled in July or August to discuss upcoming projects.
- Project Coordinator Troy Rayburn would be starting next week.

**IX MAYOR/COUNCILOR BUSINESS**

Mayor Ryan noted the Vision booklet had been released and we would soon be updating the community on the progress of the Vision. He and County Commissioner Adair would be co-convening the first Vision Implementation Team meeting in late July.

**X ADJOURN-7: 35 P.M.**

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Kerry Prosser, City Recorder

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Chuck Ryan, Mayor

**MEMBERS PRESENT:**

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

**STAFF PRESENT:**

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

**GUESTS:**

Nick Brown            U.S. Census Bureau, Oregon Partnership Specialist  
David Brandt          Housing Works, Executive Director

Mayor Ryan called the workshop to order at 5:30 p.m. and City Recorder Prosser took roll call.

**1. Review of 2020 Census**

Nick Brown, US Census Bureau Specialist, presented a PowerPoint regarding the 2020 census.

- Oregon's share of Federal funding in 2016 was 13.5 billion dollars.
- 2020 Census goal was to count everyone once and in the right place.
- Challenges included counting 330 million people in 140 million housing units nationwide.

Sister's statistics included:

- Expected to count 2,500 people living in 1,126 housing units.
- 594 people over 62 years old (24.2%)
- 58 children under the age of five
- Renters were 40.7%, Owners 59.3%

Mr. Brown noted they would not mail census information to PO boxes; they would find other ways to contact box holders; eventually, they would send a person to the street address.

He asked the Council for help in getting the word out about the census. Mr. Brown said they would do local events to educate citizens about the process. City Manager Misley said any ideas the Council had to educate citizens about the Census should be sent to Mr. Brown. He noted it would hurt us if we did not get a complete count.

Councilor Blum asked if many people tried to get counted more than once. Mr. Brown responded it was considered fraud if you purposefully tried to be counted more than once. He said there were many protections in place to make sure this did not happen.

Councilor Esterman asked how you determined illegals from citizens. Mr. Brown replied everyone who was a resident was counted; it was not a political process.

## 2. Annual Housing Works Presentation

David Brandt, Housing Works Executive Director, presented an annual update. (PowerPoint included in the packet).

Mr. Brandt reviewed the concepts that guided Housing Works

- Create housing opportunities
- Connect individuals and resources
- Demonstrate sound and professional stewardship
- Advocate for affordable housing

The four core programs were:

- Housing Choice Voucher program
- Real estate development
- Portfolio management
- Resident programs

Mr. Brandt noted that over the last 15 years, household income in Central Oregon had only increased by 18%, but rents have nearly doubled, which had attributed to the housing crisis. Mr. Brandt explained that affordable rent should be less than 30% of income. He stated fair market rent in Deschutes County was \$884 for a one bedroom and \$1,071 for a two bedroom. He reviewed local housing statistics and noted there was a high rent burden in Sisters.

Mr. Brandt explained the Housing Choice Voucher program; it was sometimes referred to as Section 8 Housing. He said these vouchers were awarded to the tenant, not the landlord. He said there were 35 voucher holders in Sisters which served 70 people; 51% of the voucher holders were elderly or disabled.

Councilor Blum asked what the demand for these vouchers was in Sisters. Mr. Brandt replied there was a yearly lottery process for Central Oregon where 2000-3000 people applied for the 1275 allocated vouchers. He said the budget for this program has not grown in the last ten years.

Mr. Brandt reviewed that Housing Works had invested in three projects in Sisters: Tamarack Village, Ponderosa Heights, and Sky Gate. He thanked the Council for the \$300,000 that made Ponderosa Heights feasible. He reviewed what it took to develop affordable housing.

City Manager Misley noted 24 of the 35 Housing Choice vouchers were used in Tamarack Village and Ponderosa Heights; wouldn't it be better for the community if they were used in other places. Mr. Brandt replied it was likely there were no other options available to rent. He noted this was an issue in other communities.

WORKSHOP MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
JUNE 26, 2019

Councilor Preedin saw an opportunity to help bridge the gap in this area and thought the Council should talk about options. City Manager Misley asked if Housing Works could legally coordinate with a jurisdiction to cover the cost gap in housing. Mr. Brandt replied they worked with landlords to see who had relatively affordable rents.

Council President Connolly asked if you had bad tenants what did you do to alleviate the problem. Mr. Brandt replied they would evict them; in a 50 unit facility, they usually had one eviction a year. He said eviction was a time consuming and expensive process, but they were determined to evict if they were damaging other tenants livability. He said the tenants were screened and we did not have to house someone who has had drug use or noise complaints. Mr. Brandt said they tracked issues through the property manager and local police.

Councilor Blum asked what services were available to the tenants. Mr. Brandt replied they worked with over 50 partners and offered kid, senior, dental, and many other services.

Mayor Ryan said there had been some issues at Ponderosa Heights, and your staff was clearly dealing with it; this was a Housing Works issue to work through, but the City needed to be kept aware.

Mr. Brandt asked Council to consider different options to increase funds for affordable housing.

**3. Other Business-None**

The meeting was adjourned at 6:45 p.m.

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Kerry Prosser, City Recorder

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Chuck Ryan, Mayor

PACKET: 02950 AP 7/10/19

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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01-0175		ALERT SAFETY SUPPLY				
I-2659		CREW UNIFORMS	406.30			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: N		
		CREW UNIFORMS		01 5-03-782	UNIFORMS	40.63
		CREW UNIFORMS		01 5-05-782	UNIFORMS	52.82
		CREW UNIFORMS		02 5-00-782	UNIFORMS	101.58
		CREW UNIFORMS		03 5-00-782	UNIFORMS	117.82
		CREW UNIFORMS		05 5-00-782	UNIFORMS	93.45
		=== VENDOR TOTALS ===	406.30			

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01-1141		ANDERSON PERRY & ASSOCIATES, I				
I-66540		WA1802-WATER LINE IMP	492.50			
6/21/2019	AP-US	DUE: 6/21/2019 DISC: 6/21/2019		1099: Y		
		WA1802-WATER LINE IMP		02 5-00-906	CAPITAL OUTLAY	226.45
		WA1802-WATER LINE IMP		11 5-00-906	CAPITAL OUTLAY	266.05
		=== VENDOR TOTALS ===	492.50			

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01-0018		BAXTER AUTO PARTS				
I-28-628267		SHOP TOWELS	14.54			
6/11/2019	AP-US	DUE: 7/15/2019 DISC: 7/10/2019	0.29CR	1099: N		
		SHOP TOWELS		01 5-03-795	SUPPLIES	1.45
		SHOP TOWELS		01 5-05-795	SUPPLIES	1.89
		SHOP TOWELS		02 5-00-795	SUPPLIES	3.64
		SHOP TOWELS		03 5-00-795	SUPPLIES	4.22
		SHOP TOWELS		05 5-00-795	SUPPLIES	3.34

=====						
I-28-629556		CARBURETOR	10.72			
6/27/2019	AP-US	DUE: 7/15/2019 DISC: 7/10/2019	0.21CR	1099: N		
		CARBURETOR		01 5-03-796	VEHICLE MAINTENANCE	1.04
		CARBURETOR		01 5-05-796	VEHICLE MAINTENANCE	1.40
		CARBURETOR		02 5-00-796	VEHICLE MAINTENANCE	2.69
		CARBURETOR		03 5-00-796	VEHICLE MAINTENANCE	3.12
		CARBURETOR		05 5-00-796	VEHICLE MAINTENANCE	2.47
		=== VENDOR TOTALS ===	25.26			

=====						
01-0893		BECON LLC				
I-07032019		ENGINEERING SVS JUNE 2019	12,142.50			
6/30/2019	AP-US	DUE: 6/30/2019 DISC: 6/30/2019		1099: Y		
		ENGINEERING SVS JUNE 2019		02 5-00-713	DEVELOPMENT REVIEW	589.99
		ENGINEERING SVS JUNE 2019		05 5-00-713	DEVELOPMENT REVIEW	589.99
		ENGINEERING SVS JUNE 2019		03 5-00-713	DEVELOPMENT REVIEW	295.02
		G1803 LOCUST SCA		03 5-00-906	CAPITAL OUTLAY	2,710.00
		SW1802 LAZY Z EFFLUENT		10 5-00-906	CAPITAL OUTLAY	1,680.00
		SW1801 BIOSOLIDS MANAGEMENT		05 5-00-906	CAPITAL OUTLAY	340.00
		WA1801 WELL 4		11 5-00-906	CAPITAL OUTLAY	4,530.00

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PACKET: 02950 AP 7/10/19

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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01-0893	BECON LLC	( ** CONTINUED ** )				
		ST1809 SDC STUDY		07 5-00-726	CONTRACTED SERVICE	280.00
		WASHINGTON AVE BIKE BLVD		03 5-00-726	CONTRACTED SERVICES	437.50
		LOCUST DEAD END SIGNAGE		03 5-00-726	CONTRACTED SERVICES	210.00
		URA MAP UPDATE		21 5-00-726	CONTRACTED SERVICES	480.00
=== VENDOR TOTALS ===			12,142.50			

01-0373	BEND GARBAGE & RECYCLING					
I-3239415		SHREDDING SERVICE JUNE 2019	34.00			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		SHREDDING SERVICE JUNE 2019		01 5-01-714	OFFICE SUPPLIES	5.11
		SHREDDING SERVICE JUNE 2019		01 5-02-714	OFFICE SUPPLIES	5.42
		SHREDDING SERVICE JUNE 2019		01 5-03-795	SUPPLIES	0.67
		SHREDDING SERVICE JUNE 2019		01 5-05-714	OFFICE SUPPLIES	3.06
		SHREDDING SERVICE JUNE 2019		01 5-07-714	OFFICE SUPPLIES	8.50
		SHREDDING SERVICE JUNE 2019		02 5-00-714	OFFICE SUPPLIES	4.76
		SHREDDING SERVICE JUNE 2019		03 5-00-714	OFFICE SUPPLIES	2.71
		SHREDDING SERVICE JUNE 2019		05 5-00-714	OFFICE SUPPLIES	3.77
=== VENDOR TOTALS ===			34.00			

01-0062	BENDBROADBAND					
I-JULY0026686		INTERNET JULY 2019	172.95			
7/01/2019	AP-US	DUE: 7/01/2019 DISC: 7/01/2019		1099: N		
		INTERNET JULY 2019		01 5-05-733	DUES & SUBSCRIPTIONS	172.95
=== VENDOR TOTALS ===			172.95			

01-0172	BMS TECHNOLOGIES					
I-64296		UT BILLING JUNE 2019	683.11			
6/28/2019	AP-US	DUE: 6/28/2019 DISC: 6/28/2019		1099: Y		
		UT BILLING JUNE 2019		02 5-00-715	POSTAGE	341.56
		UT BILLING JUNE 2019		05 5-00-715	POSTAGE	341.55
I-64297		JULY 2019 ONLINE BILLPAY	97.87			
7/03/2019	AP-US	DUE: 7/03/2019 DISC: 7/03/2019		1099: Y		
		JULY 2019 ONLINE BILLPAY		02 5-00-715	POSTAGE	48.94
		JULY 2019 ONLINE BILLPAY		05 5-00-715	POSTAGE	48.93
=== VENDOR TOTALS ===			780.98			

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PACKET: 02950 AP 7/10/19

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

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01-1	MISC VENDOR					
I-07032019		BRADLEY,GLEN:SNOW PLOW/BUMPER	2,000.00			
7/03/2019	AP-US	DUE: 7/03/2019 DISC: 7/03/2019		1099: N		
		BRADLEY,GLEN:SNOW PLOW/BUMPER		03 5-00-746	SMALL TOOLS & EQUIPMENT	2,000.00
		=== VENDOR TOTALS ===	2,000.00			
01-1032	BRYANT LOVLIE & JARVIS, ATTOR					
I-176479		PROFESSION AGREEMENT JUNE 201	292.50			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		PROFESSION AGREEMENT JUNE 2019		21 5-00-700	ADMINISTRATIVE SERVICES	292.50
I-176480		LAND USE JUNE 2019	370.50			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		LAND USE JUNE 2019		01 5-07-777	LEGAL FEES	370.50
I-176481		TRT ORD UPDATE JUNE 2019	273.00			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		TRT ORD UPDATE JUNE 2019		01 5-01-777	LEGAL FEES	273.00
I-176482		IGA WITH COIC JUNE 2019	195.00			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		IGA WITH COIC JUNE 2019		01 5-01-777	LEGAL FEES	195.00
I-176483		EDCO UNDERSTANDING JUNE 2019	97.50			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		EDCO UNDERSTANDING JUNE 2019		01 5-01-777	LEGAL FEES	97.50
I-176484		HENDERSON AGREEMENT JUNE 2019	97.50			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		HENDERSON AGREEMENT JUNE 2019		01 5-01-777	LEGAL FEES	97.50
I-176485		MMV/CS DEV JUNE 2019	741.00			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		MMV/CS DEV JUNE 2019		01 5-07-777	LEGAL FEES	741.00
I-176486		OP AGREEMENT JUNE 2019	58.50			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		OP AGREEMENT JUNE 2019		01 5-01-777	LEGAL FEES	58.50
I-176487		CM EMP AGREEMENT JUNE 2019	448.50			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		CM EMP AGREEMENT JUNE 2019		01 5-01-777	LEGAL FEES	448.50
I-176488		CM OFFICE MISC JUNE 2019	1,131.00			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		CM OFFICE MISC JUNE 2019		01 5-01-777	LEGAL FEES	1,131.00

PACKET: 02950 AP 7/10/19

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
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01-1032		BRYANT LOVLIE & JARVIS, ATTOR ( ** CONTINUED ** )				
I-176489		SOLID WASTE AGEMNT JUNE 2019	19.50			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		SOLID WASTE AGEMNT JUNE 2019		03 5-00-777	LEGAL FEES	19.50
I-176490		FOREST SERVICE JUNE 2019	156.00			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		FOREST SERVICE JUNE 2019		01 5-07-777	LEGAL FEES	156.00
I-176491		VISION BOOKLET JUNE 2019	58.50			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		VISION BOOKLET JUNE 2019		01 5-01-777	LEGAL FEES	58.50
I-176492		IMP/REIMB AGREEMENT JUNE 2019	429.00			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		IMP/REIMB AGREEMENT JUNE 2019		01 5-01-777	LEGAL FEES	429.00
I-176493		AIRBNB AGREEMENT JUNE 2019	58.50			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		AIRBNB AGREEMENT JUNE 2019		01 5-01-777	LEGAL FEES	58.50
I-176494		BARE LAND LEASE JUNE 2019	351.00			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: Y		
		BARE LAND LEASE JUNE 2019		01 5-01-777	LEGAL FEES	351.00
		=== VENDOR TOTALS ===	4,777.50			
=====						
01-0047		C & K MARKET INC.				
I-1753446		PC MEETING	59.09			
6/20/2019	AP-US	DUE: 7/25/2019 DISC: 7/25/2019		1099: N		
		PC MEETING		01 5-07-757	PLANNING COMMISSION	59.09
I-1753450		CC MEETING	42.08			
6/26/2019	AP-US	DUE: 7/25/2019 DISC: 7/25/2019		1099: N		
		CC MEETING		01 5-01-793	MEETINGS/WORKSHOPS	42.08
		=== VENDOR TOTALS ===	101.17			
=====						
01-0014		CENTRAL ELECTRIC COOP				
I-0005589700-0619		SISTERS SEWER TREATMENT	3,623.14			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		SISTERS SEWER TREATMENT		05 5-00-743	ELECTRICITY	3,623.14
I-0005591100-0619		ROPE LANE/LIFT STATION	535.26			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		ROPE LANE/LIFT STATION		05 5-00-743	ELECTRICITY	535.26

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-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
11-0014	CENTRAL ELECTRIC COOP	( ** CONTINUED ** )					
I-4602923513-0619	ELM/THREE CREEKS WELL		634.17				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		ELM/THREE CREEKS WELL		02 5-00-743	ELECTRICITY		634.17
I-4603150100-0619	VILLAGE GREEN RESTROOMS		217.67				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		VILLAGE GREEN RESTROOMS		01 5-05-743	ELECTRICITY		217.67
I-4630200101-0619	600 W HOOD		28.13				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		600 W HOOD		01 5-05-743	ELECTRICITY		28.13
I-5016080107-0619	CITY STREET LIGHTS		340.49				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		CITY STREET LIGHTS		03 5-00-743	ELECTRICITY		340.49
I-5024820101-0619	SISTERS HIGH WELL		478.55				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		SISTERS HIGH WELL		02 5-00-743	ELECTRICITY		478.55
I-5402923491-0619	FS1605 CHLORINE BLDG		37.03				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		FS1605 CHLORINE BLDG		02 5-00-743	ELECTRICITY		37.03
I-5431540100-0619	68105 PETERSON BURN RD		28.52				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		68105 PETERSON BURN RD		02 5-00-743	ELECTRICITY		28.52
I-8300033500-0619	CREEKSIDE CITY PARK		371.05				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		CREEKSIDE CITY PARK		01 5-05-743	ELECTRICITY		371.05
I-8300170200-0619	W BARCLAY DR/LIFT STATION		34.39				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		W BARCLAY DR/LIFT STATION		05 5-00-743	ELECTRICITY		34.39
I-8300418800-0619	SEWER TREATMENT/SHOP		179.22				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		SEWER TREATMENT/SHOP		01 5-03-743	ELECTRICITY		179.22
I-8300435700-0619	HAROLD BARCLAY MEM PARK		165.03				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		HAROLD BARCLAY MEM PARK		01 5-05-743	ELECTRICITY		165.03
I-8300550700-0619	LARCH ST PARK		44.94				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		LARCH ST PARK		01 5-05-743	ELECTRICITY		44.94

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0014	CENTRAL ELECTRIC COOP	( ** CONTINUED ** )				
I-8300593501-0619		5 PINE CAMPUS/LIFT STATION	33.40			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		5 PINE CAMPUS/LIFT STATION		05 5-00-743	ELECTRICITY	33.40
I-8300695200-0619		1000 S LOCUST ST/GATE	28.94			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		1000 S LOCUST ST/GATE		05 5-00-743	ELECTRICITY	28.94
I-8301018100-0619		520 E CASCADE/SISTERS CH	436.14			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		520 E CASCADE/SISTERS CH		01 5-03-743	ELECTRICITY	436.14
I-8301034600-0619		VETERANS PARK	31.95			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		VETERANS PARK		01 5-05-743	ELECTRICITY	31.95
I-8301186200-0619		LIBRARY OUTDOOR LIGHTING	47.14			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		LIBRARY OUTDOOR LIGHTING		01 5-03-743	ELECTRICITY	47.14
I-8301301000-0619		990 JANTZEN LN/LIFT STATION	35.55			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		990 JANTZEN LN/LIFT STATION		05 5-00-743	ELECTRICITY	35.55
I-8301339500-0619		SISTERS PARKWAY/RECYCLE	65.69			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		SISTERS PARKWAY/RECYCLE		01 5-03-743	ELECTRICITY	65.69
I-8301419900-0619		SUN RANCH DR/WELL	2,772.79			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		SUN RANCH DR/WELL		02 5-00-743	ELECTRICITY	2,772.79
I-8301614400-0619		E CASCADE DECORATIVE LIGHTING	30.34			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		E CASCADE DECORATIVE LIGHTING		03 5-00-743	ELECTRICITY	30.34
I-8301715301-0619		1000 S LOCUST ST/PW BLDG	191.64			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		1000 S LOCUST ST/PW GATE		01 5-03-743	ELECTRICITY	191.64
I-8301802201-0619		MAIN ST/DECORATIVE LIGHTING	55.55			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		MAIN ST/DECORATIVE LIGHTING		03 5-00-743	ELECTRICITY	55.55
I-8301966001-0619		150 N FIR ST/FIR ST PARK	89.86			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		150 N FIR ST/FIR ST PARK		01 5-05-743	ELECTRICITY	89.86

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0014	CENTRAL ELECTRIC COOP	( ** CONTINUED ** )				
I-8302077301-0619	504 E WASHINGTON AVE/LIGHTING	31.95				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		504 E WASHINGTON AVE/LIGHTING		03 5-00-743	ELECTRICITY	31.95
I-8302370802-0619	SISTERS ROUNDABOUT LIGHTING	59.48				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		SISTERS ROUNDABOUT LIGHTING		03 5-00-743	ELECTRICITY	59.48
I-8302372501-0619	CREEKSIDE CITY PARK	490.76				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		CREEKSIDE CITY PARK		01 5-05-743	ELECTRICITY	490.76
		=== VENDOR TOTALS ===	11,118.77			
=====						
01-0007	CIS TRUST					
I-PO-SIS-I2019-00	19/20 PROPERTY LIABILITY	59,833.83				
7/01/2019	AP-US	DUE: 7/01/2019 DISC: 7/01/2019		1099: N		
		19/20 PROPERTY LIABILITY		01 5-02-766	INS:COMP/LIAB/UMB	22,389.82
		19/20 PROPERTY LIABILITY		02 5-00-766	INS: COMP/LIA/UMB	11,242.78
		19/20 PROPERTY LIABILITY		03 5-00-766	INS: COMP/LIA/UMB	12,385.60
		19/20 PROPERTY LIABILITY		05 5-00-766	INS: COMP/LIA/UMB	13,815.63
I-PO-SIS-W2019-00	19/20 WORKER'S COMP	51,585.45				
7/01/2019	AP-US	DUE: 7/01/2019 DISC: 7/01/2019		1099: N		
		CIS TRUST		01 5-01-582	WORKER'S COMP	851.58
		19/20 WORKER'S COMP		01 5-02-582	WORKER'S COMP	718.11
		19/20 WORKER'S COMP		01 5-03-582	WORKER'S COMP	3,414.34
		19/20 WORKER'S COMP		01 5-05-582	WORKER'S COMP	8,862.66
		19/20 WORKER'S COMP		01 5-07-582	WORKER'S COMP	3,872.00
		19/20 WORKER'S COMP		02 5-00-582	WORKER'S COMP	12,001.66
		19/20 WORKER'S COMP		03 5-00-582	WORKER'S COMP	13,924.18
		19/20 WORKER'S COMP		05 5-00-582	WORKER'S COMP	7,940.92
		=== VENDOR TOTALS ===	111,419.28			
=====						
01-0864	CODE PUBLISHING INC.					
I-63841	MUNICIPAL CODE UPDATE	321.75				
6/17/2019	AP-US	DUE: 6/17/2019 DISC: 6/17/2019		1099: N		
		MUNICIPAL CODE UPDATE		01 5-01-726	CONTRACTED SERVICES	321.75
		=== VENDOR TOTALS ===	321.75			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-1145		COMPLETE SCREENING AGENCY, LLC				
I-190060009		EMPLOYMENT SCREEING-TR	26.75			
6/17/2019	AP-US	DUE: 6/17/2019 DISC: 6/17/2019		1099: N		
		EMPLOYMENT SCREEING-TR		02 5-00-704	RECRUITMENT	8.92
		EMPLOYMENT SCREEING-TR		03 5-00-704	RECRUITMENT	8.92
		EMPLOYMENT SCREEING-TR		05 5-00-704	RECRUITMENT	8.91
		=== VENDOR TOTALS ===	26.75			
=====						
01-0025		DEPARTMENT OF ENVIRONMENTAL QU				
I-06302019BENTZ		BENTZ-WW CERTIFICATE	160.00			
6/30/2019	AP-US	DUE: 6/30/2019 DISC: 6/30/2019		1099: N		
		BENTZ-WW CERTIFICATE		01 5-03-740	EDUCATION	16.01
		BENTZ-WW CERTIFICATE		01 5-05-740	EDUCATION	32.02
		BENTZ-WW CERTIFICATE		02 5-00-740	EDUCATION	32.02
		BENTZ-WW CERTIFICATE		03 5-00-740	EDUCATION	47.97
		BENTZ-WW CERTIFICATE		05 5-00-740	EDUCATION	31.98
I-WQ20STM-0183		WW QUALITY ANNUAL PERMIT 19/2	2,819.00			
7/01/2019	AP-US	DUE: 7/01/2019 DISC: 7/01/2019		1099: N		
		WW QUALITY ANNUAL PERMIT 19/20		05 5-00-727	PERMITS & FEES	2,819.00
		=== VENDOR TOTALS ===	2,979.00			
=====						
01-0101		DESCHUTES COUNTY SHERIFF'S DEP				
I-07012019		SHERIFF SERVICES JULY 2019	50,987.38			
7/01/2019	AP-US	DUE: 7/01/2019 DISC: 7/01/2019		1099: N		
		SHERIFF SERVICES JULY 2019		01 5-06-783	DCSD - POLICING SERVICES	50,987.38
		=== VENDOR TOTALS ===	50,987.38			
=====						
01-0050		DESCHUTES COUNTY TREASURER				
I-07012019		RECORDING FEES	500.00			
7/01/2019	AP-US	DUE: 7/01/2019 DISC: 7/01/2019		1099: N		
		RECORDING FEES		01 5-01-716	RECORDING FEES	500.00
		=== VENDOR TOTALS ===	500.00			
=====						
01-1100		DONOVAN ENTERPRISES, INC.				
I-1283		ST1809 SDC STUDY	2,265.66			
7/02/2019	AP-US	DUE: 7/02/2019 DISC: 7/02/2019		1099: Y		
		ST1809 SDC STUDY		07 5-00-726	CONTRACTED SERVICE	2,265.66
		=== VENDOR TOTALS ===	2,265.66			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-1001	EDGE ANALYTICAL, INC.					
I-19-22391		WATER SAMPLE	33.00			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00
		=== VENDOR TOTALS ===	33.00			
=====						
01-0028	FERGUSON ENTERPRISES, INC. #30					
I-0766417		METERS	952.00			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		METERS		02 5-00-788	METERS & PARTS	952.00
I-0776977		METERS	1,632.00			
6/17/2019	AP-US	DUE: 6/17/2019 DISC: 6/17/2019		1099: N		
		METERS		02 5-00-788	METERS & PARTS	1,632.00
		=== VENDOR TOTALS ===	2,584.00			
=====						
01-0940	FRONTIER PAINTING					
I-062019		CH1802 CH EXTERIOR PAINTING	8,200.00			
6/28/2019	AP-US	DUE: 6/28/2019 DISC: 6/28/2019		1099: Y		
		CH1802 CH EXTERIOR PAINTING		01 5-03-906	CAPITAL OUTLAY	8,200.00
		=== VENDOR TOTALS ===	8,200.00			
=====						
01-0029	H. D. FOWLER COMPANY					
I-15180479		JUMBO METER BOXES	48.44			
6/17/2019	AP-US	DUE: 7/10/2019 DISC: 7/10/2019		1099: N		
		JUMBO METER BOXES		02 5-00-788	METERS & PARTS	48.44
		=== VENDOR TOTALS ===	48.44			
=====						
01-0699	HCD					
I-2917468		HCD MASTER BILLING JUNE 2019	572.96			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: N		
		HCD MASTER BILLING JUNE 2019		01 5-08-309	CITY MANAGED ACCOUNTS	572.96
		=== VENDOR TOTALS ===	572.96			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-1122	HENDERSON ENVIROMENTAL DESIGN-					
I-1691		G1802 RIPERIAN DESIGN	1,900.00			
6/30/2019	AP-US	DUE: 6/30/2019 DISC: 6/30/2019		1099: Y		
		G1802 RIPERIAN DESIGN		01 5-05-906	CAPITAL OUTLAY	1,900.00
		=== VENDOR TOTALS ===	1,900.00			
=====						
01-0188	HICKMAN, WILLIAMS & ASSOCIATES					
I-35741		UR1801 ADAMS AVE	9,702.50			
6/26/2019	AP-US	DUE: 6/26/2019 DISC: 6/26/2019		1099: Y		
		UR1801 ADAMS AVE		21 5-00-906	CAPITAL OUTLAY	9,702.50
		=== VENDOR TOTALS ===	9,702.50			
=====						
01-0017	HOYT'S HARDWARE					
I-554163		HYDRANT REPAIR	20.75			
6/17/2019	AP-US	DUE: 6/17/2019 DISC: 6/17/2019		1099: N		
		HYDRANT REPAIR		02 5-00-779	WATER SYSTEM REPAIRS	20.75
I-554315		CH SIDING	83.47			
6/18/2019	AP-US	DUE: 6/18/2019 DISC: 6/18/2019		1099: N		
		CH SIDING		01 5-03-785	MAINTENANCE CITY HALL	83.47
I-554501		CH SIDING	7.12			
6/19/2019	AP-US	DUE: 6/19/2019 DISC: 6/19/2019		1099: N		
		CH SIDING		01 5-03-785	MAINTENANCE CITY HALL	7.12
I-554837		LINE TUBING,BUSING	51.76			
6/24/2019	AP-US	DUE: 6/24/2019 DISC: 6/24/2019		1099: N		
		LINE TUBING,BUSING		05 5-00-765	SEWER SYSTEM IMPROVEMENT	51.76
		=== VENDOR TOTALS ===	163.10			
=====						
01-1085	I AND I CRYSTAL CLEANING					
I-584875		CH CLEANING JUNE 2019	320.00			
6/28/2019	AP-US	DUE: 6/28/2019 DISC: 6/28/2019		1099: Y		
		CH CLEANING JUNE 2019		01 5-03-726	CONTRACTED SERVICES	320.00
I-584878		RESTROOM CLEANING JUNE 2019	3,708.00			
6/28/2019	AP-US	DUE: 6/28/2019 DISC: 6/28/2019		1099: Y		
		RESTROOM CLEANING JUNE 2019		01 5-05-726	CONTRACTED SERVICES	3,708.00
		=== VENDOR TOTALS ===	4,028.00			

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POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-1144	JAMES HARDIE BUILDING PRODUCTS					
I-07012019		RECYCLE CENTER MAINTENANCE	1,710.00			
7/01/2019	AP-US	DUE: 7/01/2019 DISC: 7/01/2019		1099: N		
		RECYCLE CENTER MAINTENANCE		01 5-03-784	MAINTENANCE RECYCLE CENT	1,710.00
		=== VENDOR TOTALS ===	1,710.00			
=====						
01-0719	MID COLUMBIA PROUCERS INC					
I-26648		FUEL JUNE 2019	1,577.09			
6/30/2019	AP-US	DUE: 6/30/2019 DISC: 6/30/2019		1099: N		
		FUEL JUNE 2019		01 5-03-755	GAS/OIL	141.38
		FUEL JUNE 2019		01 5-05-755	GAS/OIL	168.42
		FUEL JUNE 2019		02 5-00-755	GAS/OIL	365.98
		FUEL JUNE 2019		03 5-00-755	GAS/OIL	500.28
		FUEL JUNE 2019		05 5-00-755	GAS/OIL	401.03
		=== VENDOR TOTALS ===	1,577.09			
=====						
01-1104	NXT CONSULTING GROUP, LLC					
I-SCH-008		VISION PROJECT	4,840.00			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: Y		
		VISION PROJECT		01 5-01-783	PUBLIC OUTREACH	4,840.00
		=== VENDOR TOTALS ===	4,840.00			
=====						
01-1071	OFFICE DEPOT					
I-303786372001		POSTCARDS	9.24			
6/24/2019	AP-US	DUE: 6/24/2019 DISC: 6/24/2019		1099: N		
		POSTCARDS		01 5-01-714	OFFICE SUPPLIES	1.39
		POSTCARDS		01 5-02-714	OFFICE SUPPLIES	1.47
		POSTCARDS		01 5-03-795	SUPPLIES	0.18
		POSTCARDS		01 5-05-714	OFFICE SUPPLIES	0.83
		POSTCARDS		01 5-07-714	OFFICE SUPPLIES	2.31
		POSTCARDS		02 5-00-714	OFFICE SUPPLIES	1.29
		POSTCARDS		03 5-00-714	OFFICE SUPPLIES	0.74
		POSTCARDS		05 5-00-714	OFFICE SUPPLIES	1.03
=====						
I-332136345001		PENS, POSTITS, STENO PADS	43.29			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		PENS, POSTITS, STENO PADS		01 5-01-714	OFFICE SUPPLIES	6.51
		PENS, POSTITS, STENO PADS		01 5-02-714	OFFICE SUPPLIES	6.90
		PENS, POSTITS, STENO PADS		01 5-03-795	SUPPLIES	0.86
		PENS, POSTITS, STENO PADS		01 5-05-714	OFFICE SUPPLIES	3.89
		PENS, POSTITS, STENO PADS		01 5-07-714	OFFICE SUPPLIES	10.82
		PENS, POSTITS, STENO PADS		02 5-00-714	OFFICE SUPPLIES	6.06
		PENS, POSTITS, STENO PADS		03 5-00-714	OFFICE SUPPLIES	3.45
		PENS, POSTITS, STENO PADS		05 5-00-714	OFFICE SUPPLIES	4.80

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VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-1071	OFFICE DEPOT	( ** CONTINUED ** )				
<hr/>						
I-332146436001		PAPER CLIPS	20.97			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		PAPER CLIPS		01 5-01-714	OFFICE SUPPLIES	3.15
		PAPER CLIPS		01 5-02-714	OFFICE SUPPLIES	3.34
		PAPER CLIPS		01 5-03-795	SUPPLIES	0.42
		PAPER CLIPS		01 5-05-714	OFFICE SUPPLIES	1.89
		PAPER CLIPS		01 5-07-714	OFFICE SUPPLIES	5.24
		PAPER CLIPS		02 5-00-714	OFFICE SUPPLIES	2.94
		PAPER CLIPS		03 5-00-714	OFFICE SUPPLIES	1.67
		PAPER CLIPS		05 5-00-714	OFFICE SUPPLIES	2.32
<hr/>						
I-332557731001		TRASH BAGS	35.44			
6/21/2019	AP-US	DUE: 6/21/2019 DISC: 6/21/2019		1099: N		
		TRASH BAGS		01 5-01-714	OFFICE SUPPLIES	5.33
		TRASH BAGS		01 5-02-714	OFFICE SUPPLIES	5.65
		TRASH BAGS		01 5-03-795	SUPPLIES	0.70
		TRASH BAGS		01 5-05-714	OFFICE SUPPLIES	3.19
		TRASH BAGS		01 5-07-714	OFFICE SUPPLIES	8.86
		TRASH BAGS		02 5-00-714	OFFICE SUPPLIES	4.96
		TRASH BAGS		03 5-00-714	OFFICE SUPPLIES	2.82
		TRASH BAGS		05 5-00-714	OFFICE SUPPLIES	3.93
<hr/>						
I-333212460001		SPIRAL NOTEBOOKS	23.94			
6/24/2019	AP-US	DUE: 6/24/2019 DISC: 6/24/2019		1099: N		
		SPIRAL NOTEBOOKS		01 5-01-714	OFFICE SUPPLIES	3.60
		SPIRAL NOTEBOOKS		01 5-02-714	OFFICE SUPPLIES	3.81
		SPIRAL NOTEBOOKS		01 5-03-795	SUPPLIES	0.47
		SPIRAL NOTEBOOKS		01 5-05-714	OFFICE SUPPLIES	2.15
		SPIRAL NOTEBOOKS		01 5-07-714	OFFICE SUPPLIES	5.98
		SPIRAL NOTEBOOKS		02 5-00-714	OFFICE SUPPLIES	3.35
		SPIRAL NOTEBOOKS		03 5-00-714	OFFICE SUPPLIES	1.91
		SPIRAL NOTEBOOKS		05 5-00-714	OFFICE SUPPLIES	2.67
<hr/>						
I-334084122001		DVD WRITER	37.29			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: N		
		DVD WRITER		01 5-01-714	OFFICE SUPPLIES	5.61
		DVD WRITER		01 5-02-714	OFFICE SUPPLIES	5.94
		DVD WRITER		01 5-03-795	SUPPLIES	0.74
		DVD WRITER		01 5-05-714	OFFICE SUPPLIES	3.35
		DVD WRITER		01 5-07-714	OFFICE SUPPLIES	9.32
		DVD WRITER		02 5-00-714	OFFICE SUPPLIES	5.22
		DVD WRITER		03 5-00-714	OFFICE SUPPLIES	2.97
		DVD WRITER		05 5-00-714	OFFICE SUPPLIES	4.14
<hr/>						
I-334129681001		MONTHLY PLANNER	62.97			
6/26/2019	AP-US	DUE: 6/26/2019 DISC: 6/26/2019		1099: N		
		MONTHLY PLANNER		01 5-07-714	OFFICE SUPPLIES	62.97

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1071	OFFICE DEPOT	( ** CONTINUED ** )				
I-334650349001	TEA		18.16			
6/26/2019	AP-US	DUE: 6/26/2019 DISC: 6/26/2019		1099: N		
	TEA			01 5-01-714	OFFICE SUPPLIES	2.73
	TEA			01 5-02-714	OFFICE SUPPLIES	2.89
	TEA			01 5-03-795	SUPPLIES	0.36
	TEA			01 5-05-714	OFFICE SUPPLIES	1.63
	TEA			01 5-07-714	OFFICE SUPPLIES	4.54
	TEA			02 5-00-714	OFFICE SUPPLIES	2.54
	TEA			03 5-00-714	OFFICE SUPPLIES	1.45
	TEA			05 5-00-714	OFFICE SUPPLIES	2.02
I-334651427001	TEA		4.00			
6/26/2019	AP-US	DUE: 6/26/2019 DISC: 6/26/2019		1099: N		
	TEA			01 5-01-714	OFFICE SUPPLIES	0.60
	TEA			01 5-02-714	OFFICE SUPPLIES	0.64
	TEA			01 5-03-795	SUPPLIES	0.08
	TEA			01 5-05-714	OFFICE SUPPLIES	0.36
	TEA			01 5-07-714	OFFICE SUPPLIES	1.00
	TEA			02 5-00-714	OFFICE SUPPLIES	0.56
	TEA			03 5-00-714	OFFICE SUPPLIES	0.32
	TEA			05 5-00-714	OFFICE SUPPLIES	0.44
I-3350845590001	COFFEE FILTERS		27.39			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: N		
	COFFEE FILTERS			01 5-01-714	OFFICE SUPPLIES	4.12
	COFFEE FILTERS			01 5-02-714	OFFICE SUPPLIES	4.36
	COFFEE FILTERS			01 5-03-795	SUPPLIES	0.54
	COFFEE FILTERS			01 5-05-714	OFFICE SUPPLIES	2.46
	COFFEE FILTERS			01 5-07-714	OFFICE SUPPLIES	6.85
	COFFEE FILTERS			02 5-00-714	OFFICE SUPPLIES	3.84
	COFFEE FILTERS			03 5-00-714	OFFICE SUPPLIES	2.18
	COFFEE FILTERS			05 5-00-714	OFFICE SUPPLIES	3.04
I-335121227001	BATTERIES		19.49			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: N		
	BATTERIES			01 5-01-714	OFFICE SUPPLIES	2.93
	BATTERIES			01 5-02-714	OFFICE SUPPLIES	3.10
	BATTERIES			01 5-03-795	SUPPLIES	0.39
	BATTERIES			01 5-05-714	OFFICE SUPPLIES	1.75
	BATTERIES			01 5-07-714	OFFICE SUPPLIES	4.87
	BATTERIES			02 5-00-714	OFFICE SUPPLIES	2.73
	BATTERIES			03 5-00-714	OFFICE SUPPLIES	1.55
	BATTERIES			05 5-00-714	OFFICE SUPPLIES	2.17
I-335906399001	BINDERS		18.18			
7/01/2019	AP-US	DUE: 7/01/2019 DISC: 7/01/2019		1099: N		
	BINDERS			01 5-01-714	OFFICE SUPPLIES	2.74
	BINDERS			01 5-02-714	OFFICE SUPPLIES	2.90
	BINDERS			01 5-03-795	SUPPLIES	0.36
	BINDERS			01 5-05-714	OFFICE SUPPLIES	1.64

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-1071	OFFICE DEPOT	( ** CONTINUED ** )				
		BINDERS		01 5-07-714	OFFICE SUPPLIES	4.54
		BINDERS		02 5-00-714	OFFICE SUPPLIES	2.55
		BINDERS		03 5-00-714	OFFICE SUPPLIES	1.45
		BINDERS		05 5-00-714	OFFICE SUPPLIES	2.00
-----						
I-337577840001		MOUSE PADS, PENS, FILE FOLDERS	74.37			
7/03/2019	AP-US	DUE: 7/03/2019 DISC: 7/03/2019		1099: N		
		MOUSE PADS, PENS, FILE FOLDERS		01 5-01-714	OFFICE SUPPLIES	11.19
		MOUSE PADS, PENS, FILE FOLDERS		01 5-02-714	OFFICE SUPPLIES	11.85
		MOUSE PADS, PENS, FILE FOLDERS		01 5-03-795	SUPPLIES	1.47
		MOUSE PADS, PENS, FILE FOLDERS		01 5-05-714	OFFICE SUPPLIES	6.69
		MOUSE PADS, PENS, FILE FOLDERS		01 5-07-714	OFFICE SUPPLIES	18.59
		MOUSE PADS, PENS, FILE FOLDERS		02 5-00-714	OFFICE SUPPLIES	10.41
		MOUSE PADS, PENS, FILE FOLDERS		03 5-00-714	OFFICE SUPPLIES	5.93
		MOUSE PADS, PENS, FILE FOLDERS		05 5-00-714	OFFICE SUPPLIES	8.24
-----						
I-337656805001		HIGHLIGHTERS, MOUSE, KEYBOARD	105.47			
7/03/2019	AP-US	DUE: 7/03/2019 DISC: 7/03/2019		1099: N		
		HIGHLIGHTERS, MOUSE, KEYBOARD		01 5-01-714	OFFICE SUPPLIES	12.66
		HIGHLIGHTERS, MOUSE, KEYBOARD		01 5-02-714	OFFICE SUPPLIES	13.71
		HIGHLIGHTERS, MOUSE, KEYBOARD		01 5-03-795	SUPPLIES	3.16
		HIGHLIGHTERS, MOUSE, KEYBOARD		01 5-05-714	OFFICE SUPPLIES	8.44
		HIGHLIGHTERS, MOUSE, KEYBOARD		01 5-07-714	OFFICE SUPPLIES	28.25
		HIGHLIGHTERS, MOUSE, KEYBOARD		02 5-00-714	OFFICE SUPPLIES	14.77
		HIGHLIGHTERS, MOUSE, KEYBOARD		03 5-00-714	OFFICE SUPPLIES	9.49
		HIGHLIGHTERS, MOUSE, KEYBOARD		05 5-00-714	OFFICE SUPPLIES	14.99
-----						
		=== VENDOR TOTALS ===	500.20			
=====						
01-0016	ONE CALL CONCEPTS, INC.					
-----						
I-9060478		WATER/SEWER LOCATES	51.48			
6/30/2019	AP-US	DUE: 6/30/2019 DISC: 6/30/2019		1099: N		
		WATER/SEWER LOCATES		02 5-00-775	LABORATORY FEES	25.74
		WATER/SEWER LOCATES		05 5-00-770	SEWER LOCATE SERVICE	25.74
-----						
		=== VENDOR TOTALS ===	51.48			
=====						
01-0164	OREGON ASSOCIATION OF WATER UT					
-----						
I-27009		WATER CERT-MILBURN	285.00			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: N		
		WATER CERT-MILBURN		01 5-03-740	EDUCATION	56.85
		WATER CERT-MILBURN		01 5-05-740	EDUCATION	56.84
		WATER CERT-MILBURN		02 5-00-740	EDUCATION	56.84
		WATER CERT-MILBURN		03 5-00-740	EDUCATION	56.84
		WATER CERT-MILBURN		05 5-00-740	EDUCATION	57.63
-----						
		=== VENDOR TOTALS ===	285.00			

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0991	OREGON LODGING TAX					
I-06302019		2ND QTR 19 LODGING TAX	3,138.60			
6/28/2019	AP-US	DUE: 6/28/2019 DISC: 6/28/2019		1099: N		
		2ND QTR 19 LODGING TAX		01 2-00-163	STATE ROOM TAX PAYABLE	3,303.79
		2ND QTR 19 LODGING TAX		01 4-00-362	REFUNDS/REIMBURSEMENTS	165.19CR
		=== VENDOR TOTALS ===	3,138.60			
=====						
01-0441	OWEN EQUIPMENT COMPANY					
I-00190569		SWEeper PARTS	687.30			
6/25/2019	AP-US	DUE: 6/25/2019 DISC: 6/25/2019		1099: N		
		SWEeper PARTS		03 5-00-796	VEHICLE MAINTENANCE	687.30
		=== VENDOR TOTALS ===	687.30			
=====						
01-0056	PETTY CASH					
I-06302019		PETTY CASH JUNE 2019	11.96			
6/28/2019	AP-US	DUE: 6/28/2019 DISC: 6/28/2019		1099: N		
		PETTY CASH JUNE 2019		03 5-00-793	MEETINGS/WORKSHOPS	11.96
		=== VENDOR TOTALS ===	11.96			
=====						
01-0780	PIEPER, JULIE					
I-062019		MILEAGE REIMBURSEMENT-CIS	161.24			
6/28/2019	AP-US	DUE: 6/28/2019 DISC: 6/28/2019		1099: N		
		MILEAGE REIMBURSEMENT-CIS		01 5-02-789	MILEAGE/TRAVEL REIMBURSE	161.24
		=== VENDOR TOTALS ===	161.24			
=====						
01-0144	RESERVE ACCOUNT					
I-06192019		RESERVE ACCOUNT POSTAGE	200.00			
6/19/2019	AP-US	DUE: 6/19/2019 DISC: 6/19/2019		1099: N		
		RESERVE ACCOUNT POSTAGE		01 5-01-715	POSTAGE	6.00
		RESERVE ACCOUNT POSTAGE		01 5-02-715	POSTAGE	74.00
		RESERVE ACCOUNT POSTAGE		01 5-07-715	POSTAGE	46.00
		RESERVE ACCOUNT POSTAGE		02 5-00-715	POSTAGE	36.00
		RESERVE ACCOUNT POSTAGE		03 5-00-715	POSTAGE	2.00
		RESERVE ACCOUNT POSTAGE		05 5-00-715	POSTAGE	36.00
		=== VENDOR TOTALS ===	200.00			

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DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0281		POWERS OF AUTOMATION INC				
I-18535		WELL 2 REPAIR	2,285.81			
6/21/2019	AP-US	DUE: 6/21/2019 DISC: 6/21/2019		1099: N		
		WELL 2 REPAIR		02 5-00-779	WATER SYSTEM REPAIRS	2,285.81
I-18535.1		WELL 2 REPAIR	3,283.36			
7/02/2019	AP-US	DUE: 7/02/2019 DISC: 7/02/2019		1099: N		
		WELL 2 REPAIR		02 5-00-779	WATER SYSTEM REPAIRS	995.01
		WELL 2 REPAIR		02 5-00-765	IMPROVEMENTS & REPAIRS	2,288.35
I-18550		WELL 2 REPAIR	793.75			
6/21/2019	AP-US	DUE: 6/21/2019 DISC: 6/21/2019		1099: N		
		WELL 2 REPAIR		02 5-00-779	WATER SYSTEM REPAIRS	793.75
		=== VENDOR TOTALS ===	6,362.92			
=====						
01-0074		ROBINSON & OWEN HEAVY CONST				
I-19005-02		SW1802 SEWER PH1	107,250.07			
6/28/2019	AP-US	DUE: 6/28/2019 DISC: 6/28/2019		1099: Y		
		SW1802 SEWER PH1		10 5-00-906	CAPITAL OUTLAY	107,250.07
		=== VENDOR TOTALS ===	107,250.07			
=====						
01-1123		SEAL MASTER PORTLAND				
I-31092		APPLICATION-WRANGLER/DESPERAD	4,883.00			
6/28/2019	AP-US	DUE: 6/28/2019 DISC: 6/28/2019		1099: N		
		APPLICATION-WRANGLER/DESPERADO		03 5-00-749	STREET MAINTENANCE	4,883.00
		=== VENDOR TOTALS ===	4,883.00			
=====						
01-0011		SISTERS ACE HARDWARE				
I-276712		SPRAY PAINT	12.66			
6/03/2019	AP-US	DUE: 6/03/2019 DISC: 6/03/2019		1099: N		
		SPRAY PAINT		03 5-00-795	SUPPLIES	12.66
I-276756		CHARGER,SOIL CONDITIONER	29.77			
6/03/2019	AP-US	DUE: 6/03/2019 DISC: 6/03/2019		1099: N		
		CHARGER,SOIL CONDITIONER		01 5-05-795	SUPPLIES	29.77
I-276886		SAW BLADES	35.41			
6/03/2019	AP-US	DUE: 6/03/2019 DISC: 6/03/2019		1099: N		
		SAW BLADES		05 5-00-746	SMALL TOOLS & EQUIPMENT	6.73
		SAW BLADES		02 5-00-746	SMALL TOOLS & EQUIPMENT	7.44
		SAW BLADES		03 5-00-746	SMALL TOOLS & EQUIPMENT	9.54
		SAW BLADES		01 5-05-746	SMALL TOOLS & EQUIPMENT	7.09
		SAW BLADES		01 5-03-746	SMALL TOOLS & EQUIPMENT	4.61

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-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-0011	SISTERS ACE HARDWARE	( ** CONTINUED ** )					
I-278303		WASHER, SUPPLIES	40.57				
6/07/2019	AP-US	DUE: 6/07/2019 DISC: 6/07/2019		1099: N			
		WASHER, SUPPLIES		03 5-00-795	SUPPLIES		40.57
I-279440		SPRAY PAINT	8.44				
6/10/2019	AP-US	DUE: 6/10/2019 DISC: 6/10/2019		1099: N			
		SPRAY PAINT		03 5-00-795	SUPPLIES		8.44
I-279814		BUCKET, LIGHTER, WIRE BRUSH	39.02				
6/11/2019	AP-US	DUE: 6/11/2019 DISC: 6/11/2019		1099: N			
		BUCKET, LIGHTER, WIRE BRUSH		03 5-00-795	SUPPLIES		39.02
I-279863		KEY	11.45				
6/11/2019	AP-US	DUE: 6/11/2019 DISC: 6/11/2019		1099: N			
		KEY		01 5-05-795	SUPPLIES		11.45
I-279949		BATTERIES	34.94				
6/11/2019	AP-US	DUE: 6/11/2019 DISC: 6/11/2019		1099: N			
		BATTERIES		05 5-00-795	SUPPLIES		34.94
I-280585		TREE CHAINLOCK	59.00				
6/13/2019	AP-US	DUE: 6/13/2019 DISC: 6/13/2019		1099: N			
		TREE CHAINLOCK		05 5-00-746	SMALL TOOLS & EQUIPMENT		11.22
		TREE CHAINLOCK		02 5-00-746	SMALL TOOLS & EQUIPMENT		12.40
		TREE CHAINLOCK		03 5-00-746	SMALL TOOLS & EQUIPMENT		15.89
		TREE CHAINLOCK		01 5-05-746	SMALL TOOLS & EQUIPMENT		11.81
		TREE CHAINLOCK		01 5-03-746	SMALL TOOLS & EQUIPMENT		7.68
I-282300		SPRAYER	7.34				
6/17/2019	AP-US	DUE: 6/17/2019 DISC: 6/17/2019		1099: N			
		SPRAYER		01 5-03-785	MAINTENANCE CITY HALL		7.34
I-282527		IRRIGATION TUBER	11.99				
6/18/2019	AP-US	DUE: 6/18/2019 DISC: 6/18/2019		1099: N			
		IRRIGATION TUBER		03 5-00-795	SUPPLIES		11.99
I-283294		TREE CHAINLOCK, EMITTERS	76.99				
6/18/2019	AP-US	DUE: 6/18/2019 DISC: 6/18/2019		1099: N			
		TREE CHAINLOCK, EMITTERS		05 5-00-746	SMALL TOOLS & EQUIPMENT		14.64
		TREE CHAINLOCK, EMITTERS		02 5-00-746	SMALL TOOLS & EQUIPMENT		16.18
		TREE CHAINLOCK, EMITTERS		03 5-00-746	SMALL TOOLS & EQUIPMENT		20.73
		TREE CHAINLOCK, EMITTERS		01 5-05-746	SMALL TOOLS & EQUIPMENT		15.41
		TREE CHAINLOCK, EMITTERS		01 5-03-746	SMALL TOOLS & EQUIPMENT		10.03
I-283461		SEEDS	12.53				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		SEEDS		03 5-00-795	SUPPLIES		12.53

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SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0011	SISTERS ACE HARDWARE	( ** CONTINUED ** )				
I-285640		GUTTERS	11.03			
6/26/2019	AP-US	DUE: 6/26/2019 DISC: 6/26/2019		1099: N		
		GUTTERS		01 5-03-785	MAINTENANCE CITY HALL	11.03
I-286042		BRASS FITTINGS, SPRAYER	16.37			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: N		
		BRASS FITTINGS, SPRAYER		01 5-05-795	SUPPLIES	16.37
I-286333		ANT DUST	13.41			
6/28/2019	AP-US	DUE: 6/28/2019 DISC: 6/28/2019		1099: N		
		ANT DUST		01 5-05-795	SUPPLIES	13.41
		=== VENDOR TOTALS ===	420.92			
=====						
01-0100	SISTERS AREA CHAMBER OF COMMER					
I-07012019		TRT JULY 2019	20,833.33			
7/01/2019	AP-US	DUE: 7/01/2019 DISC: 7/01/2019		1099: N		
		TRT JULY 2019		01 5-08-312	CHAMBER OF COMMERCE	20,833.33
		=== VENDOR TOTALS ===	20,833.33			
=====						
01-0502	SISTERS COFFEE CO.					
I-1220872		COFFEE	194.97			
6/18/2019	AP-US	DUE: 6/18/2019 DISC: 6/18/2019		1099: N		
		COFFEE		01 5-01-714	OFFICE SUPPLIES	29.33
		COFFEE		01 5-02-714	OFFICE SUPPLIES	31.06
		COFFEE		01 5-03-795	SUPPLIES	3.87
		COFFEE		01 5-05-714	OFFICE SUPPLIES	17.53
		COFFEE		01 5-07-714	OFFICE SUPPLIES	48.74
		COFFEE		02 5-00-714	OFFICE SUPPLIES	27.31
		COFFEE		03 5-00-714	OFFICE SUPPLIES	15.54
		COFFEE		05 5-00-714	OFFICE SUPPLIES	21.59
		=== VENDOR TOTALS ===	194.97			
=====						
01-0110	SISTERS PARK AND RECREATION DI					
I-06282019		DEP REFUND-CREST THE CASCADE	250.00			
6/28/2019	AP-US	DUE: 6/28/2019 DISC: 6/28/2019		1099: N		
		DEP REFUND-CREST THE CASCADE		01 2-00-162	DEPOSITS - SPECIAL EVENT	250.00
		=== VENDOR TOTALS ===	250.00			

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VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0083	SISTERS RENTAL					
I-0024998-00		BAG KIT	110.62			
6/08/2019	AP-US	DUE: 6/08/2019 DISC: 6/08/2019		1099: N		
		BAG KIT		01 5-05-796	VEHICLE MAINTENANCE	110.62
I-0025018-00		OIL	47.88			
6/11/2019	AP-US	DUE: 6/11/2019 DISC: 6/11/2019		1099: N		
		OIL		01 5-05-796	VEHICLE MAINTENANCE	47.88
I-0025138-00		GASKET SET	34.94			
6/24/2019	AP-US	DUE: 6/24/2019 DISC: 6/24/2019		1099: N		
		GASKET SET		03 5-00-795	SUPPLIES	34.94
I-0025192-00		WEEDEATER FUEL PUMP/FILTER	204.13			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: N		
		WEEDEATER FUEL PUMP/FILTER		01 5-05-796	VEHICLE MAINTENANCE	204.13
		=== VENDOR TOTALS ===	397.57			
=====						
01-0576	STATE OF OREGON					
I-T-12767		WA1801 PERMIT APPLICATION	471.84			
6/26/2019	AP-US	DUE: 6/26/2019 DISC: 6/26/2019		1099: N		
		WA1801 PERMIT APPLICATION		11 5-00-726	CONTRACTED SERVICES	471.84
		=== VENDOR TOTALS ===	471.84			
=====						
01-0052	THE NUGGET NEWSPAPER					
I-84728		PUBLIC HEARING	240.13			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: N		
		PUBLIC HEARING		01 5-07-705	ADVERTISING	240.13
I-84730		BUDGET NOTICE CHANGE	70.13			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: N		
		BUDGET NOTICE CHANGE		01 5-02-705	ADVERTISING	70.13
		=== VENDOR TOTALS ===	310.26			
=====						
01-1143	TOOLSMART USA					
I-23216		REPAIR KIT	111.98			
6/30/2019	AP-US	DUE: 6/30/2019 DISC: 6/30/2019		1099: N		
		REPAIR KIT		03 5-00-795	SUPPLIES	111.98
		=== VENDOR TOTALS ===	111.98			

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VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0744		TRI COUNTY PAVING, LLC				
I-10938		CH PATCHING	475.00			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: Y		
		CH PATCHING		01 5-03-785	MAINTENANCE CITY HALL	475.00
		=== VENDOR TOTALS ===	475.00			
=====						
01-0937		U.S. BANK				
I-062019	BERTAGNA	VISA-BERTAGNA JUNE 2019	179.91			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		VISA-BERTAGNA JUNE 2019		05 5-00-793	MEETINGS/WORKSHOPS	13.01
		VISA-BERTAGNA JUNE 2019		02 5-00-793	MEETINGS/WORKSHOPS	14.38
		VISA-BERTAGNA JUNE 2019		03 5-00-793	MEETINGS/WORKSHOPS	18.42
		VISA-BERTAGNA JUNE 2019		01 5-05-793	MEETINGS/WORKSHOPS	13.72
		VISA-BERTAGNA JUNE 2019		01 5-03-793	MEETINGS/WORKSHOPS	8.90
		CROSSING FLAGS		03 5-00-795	SUPPLIES	111.48
I-06202019	BERTAGNA	VISA-BERTAGNA JUNE 2019	15.00			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		VISA-BERTAGNA JUNE 2019		01 5-01-726	CONTRACTED SERVICES	1.50
		VISA-BERTAGNA JUNE 2019		01 5-02-726	CONTRACTED SERVICES	1.80
		VISA-BERTAGNA JUNE 2019		01 5-03-726	CONTRACTED SERVICES	0.60
		VISA-BERTAGNA JUNE 2019		01 5-05-726	CONTRACTED SERVICES	1.95
		VISA-BERTAGNA JUNE 2019		01 5-07-726	CONTRACTED SERVICES	2.55
		VISA-BERTAGNA JUNE 2019		02 5-00-726	CONTRACTED SERVICES	2.55
		VISA-BERTAGNA JUNE 2019		03 5-00-726	CONTRACTED SERVICES	2.25
		VISA-BERTAGNA JUNE 2019		05 5-00-726	CONTRACTED SERVICES	1.80
I-06202019	DAVENPORT	VISA-DAVENPORT JUNE 2019	667.37			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		VISA-DAVENPORT JUNE 2019		01 5-01-726	CONTRACTED SERVICES	5.30
		VISA-DAVENPORT JUNE 2019		01 5-02-726	CONTRACTED SERVICES	6.36
		VISA-DAVENPORT JUNE 2019		01 5-03-726	CONTRACTED SERVICES	2.12
		VISA-DAVENPORT JUNE 2019		01 5-05-726	CONTRACTED SERVICES	6.89
		VISA-DAVENPORT JUNE 2019		01 5-07-726	CONTRACTED SERVICES	9.01
		VISA-DAVENPORT JUNE 2019		02 5-00-726	CONTRACTED SERVICES	9.01
		VISA-DAVENPORT JUNE 2019		03 5-00-726	CONTRACTED SERVICES	7.95
		VISA-DAVENPORT JUNE 2019		05 5-00-726	CONTRACTED SERVICES	6.35
		AICP DUES-PD		01 5-07-740	EDUCATION	514.00
		PLANNING CLASS-BG		01 5-07-740	EDUCATION	65.00
		DOMAIN REGISTRATION		01 5-01-783	PUBLIC OUTREACH	35.38
I-06202019	JOHNSON	VISA-JOHNSON JUNE 2019	925.05			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		VISA-JOHNSON JUNE 2019		01 5-03-740	EDUCATION	20.01
		VISA-JOHNSON JUNE 2019		01 5-05-740	EDUCATION	40.02
		VISA-JOHNSON JUNE 2019		02 5-00-740	EDUCATION	40.02
		VISA-JOHNSON JUNE 2019		03 5-00-740	EDUCATION	59.96
		VISA-JOHNSON JUNE 2019		05 5-00-740	EDUCATION	39.99
		HAND DRYERS		01 5-05-786	PARK MAINTENANCE	713.66

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VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-0937	U.S. BANK	( ** CONTINUED ** )					
		PROPANE		03 5-00-795	SUPPLIES		11.39
I-06202019MISLEY		VISA-MISLEY JUNE 2019	62.41				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		MEETINGS		01 5-01-793	MEETINGS/WORKSHOPS		62.41
I-06202019ONEILL		VISA-O'NEILL JUNE 2019	718.98				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		PW COORD INTERVIEW		02 5-00-704	RECRUITMENT		17.33
		PW COORD INTERVIEW		03 5-00-704	RECRUITMENT		17.33
		PW COORD INTERVIEW		05 5-00-704	RECRUITMENT		17.34
		OGFOA DUES		01 5-02-733	DUES & SUBSCRIPTIONS		110.00
		OGFOA DUES		01 5-02-733	DUES & SUBSCRIPTIONS		65.00CR
		CAMPGROUND FEES		01 5-05-733	DUES & SUBSCRIPTIONS		621.98
I-06202019PROSSER		VISA-PROSSER JUNE 2019	824.02				
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N			
		VISA-PROSSER JUNE 2019		01 5-01-714	OFFICE SUPPLIES		11.60
		VISA-PROSSER JUNE 2019		01 5-02-714	OFFICE SUPPLIES		12.29
		VISA-PROSSER JUNE 2019		01 5-03-795	SUPPLIES		1.53
		VISA-PROSSER JUNE 2019		01 5-05-714	OFFICE SUPPLIES		6.94
		VISA-PROSSER JUNE 2019		01 5-07-714	OFFICE SUPPLIES		19.28
		VISA-PROSSER JUNE 2019		02 5-00-714	OFFICE SUPPLIES		10.81
		VISA-PROSSER JUNE 2019		03 5-00-714	OFFICE SUPPLIES		6.15
		VISA-PROSSER JUNE 2019		05 5-00-714	OFFICE SUPPLIES		8.54
		PW CLEANING SUPPLIES		01 5-05-795	SUPPLIES		144.88
		PROFESSION DEV-PROSSER		01 5-01-740	EDUCATION		602.00
		=== VENDOR TOTALS ===	3,392.74				
01-0976	USA FLEET SOLUTIONS						
I-37722		MONTHLY TRACKING JULY 2019	209.65				
7/01/2019	AP-US	DUE: 7/01/2019 DISC: 7/01/2019		1099: Y			
		MONTHLY TRACKING JULY 2019		01 5-03-726	CONTRACTED SERVICES		16.77
		MONTHLY TRACKING JULY 2019		01 5-05-726	CONTRACTED SERVICES		25.16
		MONTHLY TRACKING JULY 2019		02 5-00-726	CONTRACTED SERVICES		54.51
		MONTHLY TRACKING JULY 2019		03 5-00-726	CONTRACTED SERVICES		58.70
		MONTHLY TRACKING JULY 2019		05 5-00-726	CONTRACTED SERVICES		50.32
		MONTHLY TRACKING JULY 2019		01 5-07-726	CONTRACTED SERVICES		4.19
		=== VENDOR TOTALS ===	209.65				

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VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION

01-0903 VELOX SYSTEMS

I-7224		PW COMPUTER REPLACEMENT	432.09			
6/24/2019	AP-US	DUE: 6/24/2019 DISC: 6/24/2019		1099: Y		
		PW COMPUTER REPLACEMENT		01 5-03-710	COMPUTER SOFTWARE MAINT	86.17
		PW COMPUTER REPLACEMENT		01 5-05-710	COMPUTER SOFTWARE MAINT	86.17
		PW COMPUTER REPLACEMENT		02 5-00-710	COMPUTER SOFTWARE MAINT.	86.17
		PW COMPUTER REPLACEMENT		03 5-00-710	COMPUTER SOFTWARE MAINT.	86.17
		PW COMPUTER REPLACEMENT		05 5-00-710	COMPUTER SOFTWARE MAINT.	87.41

I-7241		MILEAGE	22.50			
6/28/2019	AP-US	DUE: 6/28/2019 DISC: 6/28/2019		1099: Y		
		MILEAGE		01 5-01-726	CONTRACTED SERVICES	2.25
		MILEAGE		01 5-02-726	CONTRACTED SERVICES	2.70
		MILEAGE		01 5-03-726	CONTRACTED SERVICES	0.90
		MILEAGE		01 5-05-726	CONTRACTED SERVICES	2.93
		MILEAGE		01 5-07-726	CONTRACTED SERVICES	3.83
		MILEAGE		02 5-00-726	CONTRACTED SERVICES	3.83
		MILEAGE		03 5-00-726	CONTRACTED SERVICES	3.38
		MILEAGE		05 5-00-726	CONTRACTED SERVICES	2.68

I-7281		IT SUPPORT JULY 2019	2,040.00			
7/01/2019	AP-US	DUE: 7/01/2019 DISC: 7/01/2019		1099: Y		
		IT SUPPORT JULY 2019		01 5-01-726	CONTRACTED SERVICES	142.80
		IT SUPPORT JULY 2019		01 5-02-726	CONTRACTED SERVICES	142.80
		IT SUPPORT JULY 2019		01 5-03-726	CONTRACTED SERVICES	102.00
		IT SUPPORT JULY 2019		01 5-05-726	CONTRACTED SERVICES	183.60
		IT SUPPORT JULY 2019		01 5-07-726	CONTRACTED SERVICES	346.40
		IT SUPPORT JULY 2019		02 5-00-726	CONTRACTED SERVICES	387.60
		IT SUPPORT JULY 2019		03 5-00-726	CONTRACTED SERVICES	367.40
		IT SUPPORT JULY 2019		05 5-00-726	CONTRACTED SERVICES	367.40

=== VENDOR TOTALS === 2,494.59

01-0760 VERIZON WIRELESS

I-9832190573		CELL PHONE JUNE 2019	456.36			
6/27/2019	AP-US	DUE: 6/27/2019 DISC: 6/27/2019		1099: N		
		CELL PHONE JUNE 2019		01 5-01-736	CELLULAR PHONES	26.37
		CELL PHONE JUNE 2019		01 5-03-736	CELLULAR PHONES	34.06
		CELL PHONE JUNE 2019		01 5-05-736	CELLULAR PHONES	100.63
		CELL PHONE JUNE 2019		01 5-07-736	CELLULAR PHONES	10.55
		CELL PHONE JUNE 2019		02 5-00-736	CELLULAR PHONES	87.39
		CELL PHONE JUNE 2019		03 5-00-736	CELLULAR PHONES	113.15
		CELL PHONE JUNE 2019		05 5-00-736	CELLULAR PHONES	84.21

=== VENDOR TOTALS === 456.36

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VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
=====						
01-0941	WILCO					
I-213071/21		IMPACT DRIVER, BLADE	357.98			
6/17/2019	AP-US	DUE: 6/17/2019 DISC: 6/17/2019		1099: Y		
		IMPACT DRIVER, BLADE		05 5-00-746	SMALL TOOLS & EQUIPMENT	68.08
		IMPACT DRIVER, BLADE		02 5-00-746	SMALL TOOLS & EQUIPMENT	75.24
		IMPACT DRIVER, BLADE		03 5-00-746	SMALL TOOLS & EQUIPMENT	96.41
		IMPACT DRIVER, BLADE		01 5-05-746	SMALL TOOLS & EQUIPMENT	71.66
		IMPACT DRIVER, BLADE		01 5-03-746	SMALL TOOLS & EQUIPMENT	46.59
		=== VENDOR TOTALS ===	357.98			
=====						
01-0891	WINSUPPLY					
I-26629000		IRRIGATION PARTS	88.95			
6/14/2019	AP-US	DUE: 6/14/2019 DISC: 6/14/2019		1099: N		
		IRRIGATION PARTS		01 5-05-786	PARK MAINTENANCE	88.95
I-26629001		IRRIGATION PARTS	240.40			
6/20/2019	AP-US	DUE: 6/20/2019 DISC: 6/20/2019		1099: N		
		IRRIGATION PARTS		01 5-05-786	PARK MAINTENANCE	240.40
		=== VENDOR TOTALS ===	329.35			
=====						
01-0225	X-PRESS PRINTING					
I-95282		VISION BOOKLET	150.30			
6/24/2019	AP-US	DUE: 6/24/2019 DISC: 6/24/2019		1099: N		
		VISION BOOKLET		01 5-01-783	PUBLIC OUTREACH	150.30
I-95318		WINDOW ENVELOPES	140.22			
6/24/2019	AP-US	DUE: 6/24/2019 DISC: 6/24/2019		1099: N		
		WINDOW ENVELOPES		01 5-01-714	OFFICE SUPPLIES	21.09
		WINDOW ENVELOPES		01 5-02-714	OFFICE SUPPLIES	22.34
		WINDOW ENVELOPES		01 5-03-795	SUPPLIES	2.78
		WINDOW ENVELOPES		01 5-05-714	OFFICE SUPPLIES	12.61
		WINDOW ENVELOPES		01 5-07-714	OFFICE SUPPLIES	35.05
		WINDOW ENVELOPES		02 5-00-714	OFFICE SUPPLIES	19.64
		WINDOW ENVELOPES		03 5-00-714	OFFICE SUPPLIES	11.18
		WINDOW ENVELOPES		05 5-00-714	OFFICE SUPPLIES	15.53
		=== VENDOR TOTALS ===	290.52			
		=== PACKET TOTALS ===	390,439.67			

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## Agenda Item Summary

**Meeting Date:** July 10, 2019

**Staff:** Paul Bertagna

**Type:** Regular Meeting

**Dept:** Public Works

**Subject:** Tree Maintenance and Removal Services Agreement

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**Action Requested:** By motion, approve a Professional Services Agreement for Arborist Services between Arbor 1 Tree Services LLC and the City of Sisters and authorize the City Manager to execute the Agreement

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**Summary Points:**

On May 24, 2019 staff advertised the Request for Proposals (RFP) and one proposal was received by the June 7<sup>th</sup> deadline. The proposal was evaluated and scored based upon the following criteria approved by the Urban Forestry Board.

- |                                     |           |
|-------------------------------------|-----------|
| 1. Background of Firm               | 10 points |
| 2. Similar Work Experience          | 20 points |
| 3. Key Personnel and Certifications | 20 points |
| 4. References                       | 10 points |
| 5. Rate Schedule (Unit Cost)        | 20 points |
| Situational Cost                    | 20 points |

The selection review committee Council consisted of City staff (Paul Bertagna), City Forester (Dan Galecki) and Urban Forestry Board member (David Moyer). The committee reviewed and evaluated the proposal against the approved selection criteria. Based upon the evaluation criteria and the proposal response the committee is recommending to City Council that Arbor 1 Tree Service LLC (Bend OR) be selected as the City's Tree Maintenance and Removal Contractor.

Arbor 1 Tree Service LLC has been working in Central Oregon since 2005 and is committed to providing "quality tree care and improving the health of our urban forests". Arbor 1 provided an extensive list of Central Oregon municipalities, counties and state agencies that they have worked for and/or are currently working with. They have a current staff of two managers, one office administrator and 12-15 field staff.

The professional services agreement will be for a one year term that may be extended for two consecutive additional terms of one year each by the parties' mutual written agreement.

**Financial Impact:** See 2.1 Fee Schedule

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**Attachments:** Tree Maintenance and Removal Services Agreement

## TREE MAINTENANCE AND REMOVAL SERVICES AGREEMENT

This Tree Maintenance and Removal Services Agreement (this "Agreement") is dated July 10, 2019, but made effective for all purposes as of the Effective Date (as defined below), between City of Sisters ("City"), an Oregon municipal corporation, whose address is 520 East Cascade Avenue, PO Box 36, Sisters, Oregon 97759, and Arbor 1 Tree Service LLC ("Contractor"), an Oregon limited liability company, whose address is PO Box 7126, Bend, Oregon 97708.

### RECITAL:

Contractor will perform the Services (as defined below) for and on behalf of City in accordance with, and subject to, the terms and conditions contained in this Agreement.

### AGREEMENT:

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

#### 1. Tree Maintenance and Removal Services.

1.1 Services; Standards. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following tree maintenance and removal services for and on behalf of City (collectively, the "Services"): (a) those tree maintenance and removal services identified in the attached Schedule 1.1; (b) all other necessary or appropriate services customarily provided by Contractor in connection with its performance of those services identified in the attached Schedule 1.1; and (c) such other tree maintenance, removal, and related services requested by City from time to time. Contractor will (x) consult with and advise City on all matters concerning the Services reasonably requested by City, (y) communicate all matters and information concerning the Services to City's public works director ("PWD") (or his or her designee) and perform the Services under the general direction of the PWD (or his or her designee), and (z) devote such time and attention to the performance of the Services as necessary or appropriate to perform the Services in accordance with this Agreement. Contractor acknowledges and agrees that City may cause or direct other persons or contractors to provide services for and on behalf of City that are the same or similar to the Services provided by Contractor under this Agreement.

1.2 On Call – Request for Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform those Services requested by City from time to time. Upon City's identification of any requested Services, City will provide Contractor written notice (the "Request for Services") containing a general description of the requested Services and schedule for completion of the Services. Within twenty-four (24) hours after City's delivery of a Request for Services, Contractor will provide City written notice confirming whether Contractor will provide the Services requested under the Request for Services. If Contractor is willing to perform the requested Services, Contractor will provide the requested Services in accordance with and subject to this Agreement and the applicable Request for Services. If Contractor timely notifies City that Contractor is unable to provide the requested Services, Contractor will have no obligation to provide the requested Services. Contractor will provide all Services Contractor has committed to provide under this Agreement timely and in accordance with the applicable schedule.

1.3 Condition Precedent. Notwithstanding anything contained in this Agreement to the contrary, City's performance of its obligations under this Agreement is conditioned on Contractor's performance of its obligations under this Agreement, including, without limitation, those Contractor obligations described under Section 4.4.

1.4 Subcontractors. Contractor is not permitted to subcontract and/or assign all or any part of the Services without City's prior written consent. City's consent to any proposed subcontract and/or assignment of Services by Contractor is conditioned on (in addition to any other condition that the City may reasonably impose) the following: (a) Contractor demonstrating to City that the subcontractor/assignee is capable of successfully



performing the identified Services in accordance with this Agreement; and (b) the subcontractor/assignee agreeing in writing to comply with and be bound by all the terms and conditions contained in this Agreement, including, without limitation, performing any Services in compliance with all applicable International Society of Arboriculture (“ISA”) standards and specifications. Contractor will deliver to City, promptly after execution, an original executed copy of all documentation pertaining to the subcontract or assignment in form reasonably acceptable to City. If City consents to a subcontract or assignment, the following will apply: (w) the terms and conditions of this Agreement will in no way be deemed to have been waived or modified; (x) consent will not be deemed consent to any further subcontract or assignment by City; (y) the subcontract or assignment, whether with or without City’s consent, will not modify, relieve, and/or eliminate any Contractor liability or obligation under this Agreement; and (z) City will pay Contractor for the performance of the subcontracted/assigned Services subject to and in accordance with the terms and conditions contained in this Agreement.

## 2. Compensation.

2.1 Compensation. Subject to the terms and conditions contained in this Agreement, in consideration of Contractor’s timely performance of the Services in accordance with this Agreement, City will pay Contractor for the Services at the hourly rates and fees identified in the attached Schedule 2.1. Contractor will submit monthly invoices to City concerning the Services performed by Contractor during the immediately preceding month (each an “Invoice”). Each Invoice will contain the following information: (a) a summary of the Services performed by Contractor (and by whom), including, without limitation, a list of all tree maintenance operations that took place and the nearest address of each tree upon said work was performed; (b) the number of hours (or fraction thereof) each person spent to perform the Services; (c) the applicable fee(s) for performing the Services; and (d) all other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. No compensation will be paid by City for any portion of the Services not performed. City’s payment will be accepted by Contractor as full compensation for performing the subject Services. Notwithstanding anything contained in this Agreement to the contrary, the compensation payable by City under this Agreement for the performance of the Services will not exceed the amount(s) City and Contractor agree upon in the applicable Request for Services; provided, however, in no event will total compensation payable by City under this Agreement exceed \$75,000.00 per year.

2.2 No Benefits; No Reimbursement. City will not provide any benefits to Contractor, and Contractor will be solely responsible for obtaining Contractor’s own benefits, including, without limitation, insurance, medical reimbursement, and retirement plans. Contractor will provide, at Contractor’s cost and expense, all materials, tools, vehicles, equipment, personal protective gear, and supplies necessary or appropriate to perform the Services. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

## 3. Relationship.

3.1 Independent Contractor. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor will be free from direction and control over the means and manner of performing the Services, subject only to the right of City to specify the desired results. This Agreement does not create an agency relationship between City and Contractor and does not establish a joint venture or partnership between City and Contractor. Contractor does not have the authority to bind City or represent to any person that Contractor is an agent of City. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons).

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

4. Representations; Warranties; Covenants.

In addition to any other Contractor representation, warranty, and/or covenant made in this Agreement, Contractor represents, warrants, and covenants to City as follows:

4.1 Authority; Binding Obligation; Conflicts. Contractor is duly organized, validly existing, and in good standing under applicable Oregon laws. Contractor has full power and authority to sign and deliver this Agreement and to perform all Contractor's obligations under this Agreement. This Agreement is the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms. The signing and delivery of this Agreement by Contractor and the performance by Contractor of all Contractor's obligations under this Agreement will not (a) breach any agreement to which Contractor is a party, or give any person the right to accelerate any obligation of Contractor, (b) violate any law, judgment, or order to which Contractor is subject, and/or (c) require the consent, authorization, or approval of any person, including, without limitation, any governmental body.

4.2 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, in a professional manner, free from errors, and consistent with the terms and conditions contained in this Agreement. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will perform the Services (a) in a safe manner in accordance with all applicable safety rules and regulations and in such a manner to ensure the safety of bystanders and protection of public and private property, and (b) in such a manner to protect City's storm water system (including, without limitation, preventing debris and material from entering and/or clogging storm water inlets and facilities). The Services will be performed in accordance with the Laws (as defined below). Contractor will be solely responsible for the Services. Contractor will make all decisions called for promptly and without unreasonable delay. All materials and documents prepared by Contractor will be accurate, complete, unambiguous, prepared properly, and in compliance with the Laws.

4.3 Insurance. During the term of this Agreement, Contractor will obtain and maintain, in addition to any other insurance Contractor is required to obtain under this Agreement, the following minimum levels of insurance: (a) general liability insurance for all losses or claims arising out of or related to Contractor's performance of this Agreement (including, without limitation, damages as a result of death or bodily injury to any person or destruction or damage to any property) with limits of no less than \$1,000,000 per occurrence, \$2,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of no less than \$1,000,000.00 combined single limit; (c) employer liability insurance with limits of no less than \$500,000.00; and (d) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each insurance policy required under this Agreement will be in form and content satisfactory to City, will list City (and each City Representative (as defined below)) as additional insureds, and will contain a severability of interest clause; the workers' compensation insurance will contain a waiver of subrogation in favor of City. Any insurance policy Contractor is required to obtain under this Agreement may not be cancelled without thirty (30) days' prior written notice to City. Contractor's insurance will be primary and any insurance carried by City will be excess and noncontributing. Within ten (10) days after Contractor's execution of this Agreement, Contractor will furnish City with certificates of insurance (and endorsements) evidencing the insurance coverage (and provisions) Contractor is required to obtain under this Agreement. If Contractor fails to maintain insurance as required under this Agreement, City will have the option, but will not have the obligation, to obtain such coverage with costs to be reimbursed by Contractor upon City's demand.

4.4 Compliance With Laws. Contractor will comply and perform the Services in accordance with the Laws. Without otherwise limiting the generality of the immediately preceding sentence, Contractor will comply with each obligation applicable to Contractor and/or this Agreement under ORS 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Contractor has complied and will comply with all applicable Oregon tax laws, including, without limitation, ORS 305.620 and ORS Chapter 316, 317, and 318. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, any applicable arborist ISA certificates and a business license

from City. The Contractor Representatives (as defined below) that will perform the Services on City property and/or City trees are ISA certified arborists and the Contractor Representatives that will climb trees in connection with performing the Services are certified ISA arborist tree worker climber specialists. Contractor will not discriminate in the employment of persons for this work based on race, religion, color, national origin, sex, sexual orientation, age, marital status, handicap, and/or political affiliation. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, regulations, restrictions, orders, codes, rules, and/or ordinances related to or concerning, whether directly or indirectly, Contractor, this Agreement, and/or the Services, including, without limitation, all applicable safety and health standards and regulations of the federal Occupational Safety and Health Administration ("OSHA") and the Oregon Occupational Safety and Health code in conjunction with the Oregon Worker's Compensation Department, all applicable American National Standards Institute tree trimming safety standards, all applicable safety codes and regulations and City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, including, without limitation, City's noise ordinance, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

4.5 Indemnification. Contractor will defend, indemnify, and hold City and each present and future City employee, officer, agent, and representative (individually and collectively, "City Representative(s)"), harmless for, from, and against all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of the following: (a) damage, injury, and/or death to person or property caused directly or indirectly by Contractor's acts and/or omissions (and/or the acts and/or omissions of Contractor's members, managers, directors, officers, employees, agents, representatives, consultants, and/or contractors (individually and collectively, "Contractor Representative(s)"); (b) Contractor's failure to pay any tax arising out of or resulting from performance of the Services; and/or (c) Contractor's breach and/or failure to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. Contractor's indemnification obligations provided in this Section 4.5 will survive the termination of this Agreement.

4.6 Standards. In the provision of the Services, Contractor is customarily engaged in, and will continue to customarily engage in, an independently established business as described under ORS 670.600(3). Contractor maintains, and will continue to maintain, a business location that is separate from the business or work location of City or that is in a portion of Contractor's residence and that portion is used primarily for Contractor's business. Contractor bears, and will continue to bear, the risk of loss related to Contractor's business or the provision of services as shown by factors such as (a) Contractor enters into fixed-price contracts, (b) Contractor is required to correct defective work, (c) Contractor warrants the services provided, or (d) Contractor negotiates indemnification agreements or purchases liability insurance, performance bonds, or errors and omissions insurance. Contractor provides, and will continue to provide, contracted services for two or more different persons within a 12-month period, or Contractor routinely engages in, and will continue to routinely engage in, business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services. Contractor makes, and will continue to make, a significant investment in Contractor's business, through means such as purchasing tools or equipment necessary to provide the services, paying for the premises or facilities where the services are provided, or paying for licenses, certificates, or specialized training required to provide the services. Contractor has, and will continue to have, the authority to hire other persons to provide or to assist in providing the services and has, and will continue to have, the authority to fire those persons.

4.7 Records. Contractor will maintain complete and accurate records concerning all Services performed, the number of hours each person spent to perform the Services, and all documents produced under this Agreement for a period of five years after the expiration or earlier termination of this Agreement. Contractor's records will be maintained in accordance with sound accounting practices. Contractor's records concerning the Services, including, without limitation, Contractor's time and billing records, will be made available to City for inspection, copying, and/or audit within ten (10) days after City's request. All information and/or reports required by the state department(s) having responsibility for the enforcement of any equal employment law will be supplied to City upon request for purposes of investigation and confirming Contractor's compliance with any applicable equal employment acts, regulations, and/or orders.

5. Term; Termination; Remedies.

5.1 Term of Agreement. Subject to the terms and conditions contained in this Agreement, the term of this Agreement commenced on the Effective Date and will remain in full force and effect for a period of one year thereafter, unless sooner terminated as provided in this Agreement. This Agreement may be extended for two consecutive additional terms of one year each by the parties' mutual written agreement.

5.2 Termination by Mutual Agreement or Prior Notice. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated (a) at any time by the mutual written agreement of City and Contractor, and/or (b) by City for convenience and without cause by providing Contractor thirty (30) days' prior written notice of such termination.

5.3 Termination For Cause. Notwithstanding anything contained in this Agreement to the contrary, City may terminate this Agreement immediately upon notice to Contractor upon the happening of any of the following events: (a) Contractor engages in any form of dishonesty or conduct that reflects adversely on the reputation or operations of City; (b) Contractor fails to comply with any applicable law related to Contractor's independent contractor relationship with City; (c) problems occur in connection with the performance of the Services, including, without limitation, Contractor's failure to timely perform the Services; and/or (d) Contractor breaches and/or otherwise fails to perform any Contractor representation, warranty, covenant, and/or obligation contained in this Agreement. The determination as to whether any of the aforementioned events have occurred will be made by City in City's sole discretion.

5.4 Consequences of Termination. Upon termination of this Agreement, City will not be obligated to reimburse or pay Contractor for any continuing contractual commitments to others or for penalties or damages arising from the cancellation of such contractual commitments. Termination of this Agreement by City will not constitute a waiver or termination of any rights, claims, and/or causes of action City may have against Contractor.

5.5 Remedies. If a party breaches or otherwise fails to perform any of its representations, warranties, covenants, and/or obligations under this Agreement, the non-defaulting party may, in addition to any other remedy provided to the non-defaulting party under this Agreement, pursue all remedies available to the non-defaulting party at law or in equity. All available remedies are cumulative and may be exercised singularly or concurrently. Notwithstanding anything contained in this Agreement to the contrary, if City determines, in City's sole discretion, that Contractor's standard of performance, maintenance, and/or care fails to meet any applicable standards and/or best practices specified in this Agreement, City will notify Contractor's on-site manager in writing of any deficiencies and/or failure to perform and Contractor will correct all deficiencies (and/or perform all directed Services) within two business days following notification by City. If Contractor fails to take prompt and appropriate action to correct deficiencies identified by City, and/or to perform any other obligation under this Agreement, City will have the option in addition to any other remedy available to City, but not the obligation, to perform such Services (or caused to be performed) and/or cure any default by Contractor as City deems necessary with costs to be reimbursed by Contractor immediately upon City's demand.

6. Miscellaneous.

6.1 Severability; Assignment; Binding Effect. Each provision contained in this Agreement will be treated as a separate and independent provision. The unenforceability of any one provision will in no way impair the enforceability of any other provision contained herein. Any reading of a provision causing unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law. Subject to Section 1.4 and this Section 6.1, Contractor will not subcontract or assign any of Contractor's rights or obligations under this Agreement to any person. Subject to the immediately preceding sentence, this Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit. This Agreement may be amended only by a written agreement signed by each party. This Agreement will be deemed binding and effective for all purposes as of the date this Agreement is fully executed by the parties (the "Effective Date").

6.2 Attorney Fees; Dispute Resolution. If any arbitration or litigation is instituted to interpret, enforce, and/rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including, without limitation, costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. If any claim, dispute, or controversy arising out of or related to this Agreement occurs (a "Dispute"), City and Contractor will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute and will meet at least once to discuss and seek a resolution of the Dispute. If the Dispute is not resolved by negotiated resolution, either party may initiate a suit, action, arbitration, or other proceeding to interpret, enforce, and/or rescind this Agreement.

6.3 Governing Law; Venue. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action or proceeding arising out of this Agreement will be litigated in courts located in Deschutes County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon.

6.4 Attachments; Further Assurances; Notices. Any exhibits, schedules, instruments, documents, and other attachments referenced in this Agreement are part of this Agreement. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. If any provisions contained in an attached exhibit, schedule, instrument, document, and/or other attachment conflicts with this Agreement, the provisions of this Agreement will control. Time is of the essence with respect to Contractor's performance of its obligations under this Agreement. All notices or other communications required or permitted by this Agreement must be in writing, must be delivered to the parties at the addresses set forth above, or any other address that a party may designate by notice to the other party, and are considered delivered upon actual receipt if delivered personally, by fax or email transmission (with electronic confirmation of delivery), or by a nationally recognized overnight delivery service, or at the end of the third business day after the date of deposit if deposited in the United States mail, postage pre-paid, certified, return receipt requested.

6.5 Waiver; Entire Agreement. No provision of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing by City and Contractor. No waiver of either party at any time of the breach of, or lack of compliance with, any conditions or provisions of this Agreement will be deemed a waiver of other provisions or conditions hereof. This Agreement contains the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes all other oral or written negotiations, discussions, representations, and/or agreements. Contractor has not relied on any City promises, statements, representations, and/or warranties except as set forth expressly in this Agreement.

6.6 Person; Interpretation; Execution. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity; the term "business day" means a normal working day (i.e., Monday through Friday of each calendar week, exclusive of Federal and state holidays and one day following each of Thanksgiving, Christmas, and New Year's). All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The parties may execute this Agreement in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument. Facsimile or email transmission of any signed original document will be the same as delivery of an original. At the request of either party, the parties will confirm facsimile or email transmitted signatures by signing and delivering an original document.

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

**CITY:**

City of Sisters,  
an Oregon municipal corporation

**CONTRACTOR:**

Arbor 1 Tree Service LLC,  
an Oregon limited liability company

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

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

Date: \_\_\_\_\_, 2019

Date: \_\_\_\_\_, 2019

Federal Tax Id. No.: \_\_\_\_\_

Federal Tax Id. No.: \_\_\_\_\_

Schedule 1.1  
Scope of Services

Contractor will perform the Services on an on-call, as-needed basis subject to and in accordance with the terms and conditions contained in this Agreement. Contractor will be available as necessary for consultation. City does not guaranty any minimum hours of service, schedule, and/or compensation that may be payable under this Agreement. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following tree maintenance and removal services for and on behalf of City:

I. Services; Specifications. Contractor will perform any requested tree pruning, trimming, maintenance, and removal services for and on behalf of City, including, without limitation, the following tree maintenance services and activities: (a) tree pruning; (b) tree removal (with stump removal, as needed); (c) stump-only removal; (d) line clearance pruning; and/or (e) emergency response. Contractor will perform the Services in accordance with the following specifications:

A. Tree Pruning Specifications. Contractor will comply with good arboreal practice for the particular species of trees and will be consistent with the pruning standards and best management practices as adopted by the ISA. All trimming will provide a symmetrical shape and aesthetically pleasing appearance, typical of the species, as determined by City. Trees will be trimmed to provide appropriate clearance. City will provide specific clearance measurements, which measurements will vary depending on tree location and species. Trees will be trimmed to remove any obstruction from roadways, sidewalks, walkways, around traffic control devices, traffic signs, and/or streetlights. Additional trimming will be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance. The techniques employed will be consistent with industry practice for the size and species of tree being trimmed.

B. Tree and Stump Removal Specifications.

1. Tree removals will be performed subject to and in accordance with this Agreement the standards of the arboricultural profession in Central Oregon. When removing trees stump removal may be needed as well. The decision to remove the stump will be made by City, on a tree by tree basis. Contractor is responsible for calling in all locates when directed by City to perform tree removal. City is responsible for marking trees so that they are easily identifiable for locates and by Contractor. Contractor will be required to call in locates at least two days before stumps are to be ground out.

2. City will specify how the stump of a tree will be removed. Stumps will either be cut low to the ground or will be ground up, as determined by City. When a stump is to be cut, Contractor will cut the stump as low to the ground as possible and cover the remaining stump with dirt that is similar to that of the surrounding area. If stump is to be ground, it should be ground deep enough to reach native soils. Contractor will grind an area around the stump a minimum distance of the diameter length plus six inches. For example, if a stump measures fourteen inches in diameter, twenty inches around the stump will be ground, and the stump itself should be fully removed.

3. Holes created by stump and root grinding must be backfilled the same day. Holes can be filled with the wood chips of the removed stump. All additional tree and stump removal debris will be removed the same day. Any damaged paved surface will be restored to its original condition. Any irrigation lines broken in connection with Contractor's performance of the Services will be promptly repaired by Contractor, at Contractor's cost and expense.

4. Notwithstanding anything contained in this Agreement to the contrary, all wood, timber, and materials from removed trees is the property of City and will be disposed of at the direction of the PWD. No wood and/or debris be left along the public right of way unless approved by the PWD. All debris will be removed and loaded into transport vehicle for disposal. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark, and other tree parts that are chipped must be entirely covered while transported and hauled to the disposal site during the work day.

C. Stump Only Removal. As determined and requested by City, Contractor will remove a stump only (as the tree may have been previously removed). In this instance, Contractor will follow the same stump removal specifications identified in section B, "Tree and Stump Removal Specifications."

D. Line Clearance Pruning. During the term of this Agreement, Contractor may be assigned a task which includes, without limitation, work within ten (10) feet of energized power lines. In instances that work is too close to safely carry out near energized wires, Contractor (unless certified) will not to prune these branches. The owner of the power lines (e.g., Central Electric Cooperative, Inc.) sends out crews to routinely trim branches near live wires. If Contractor encounters a dangerous situation or situation requiring immediate attention from the owner of power lines, Contractor will immediately report such issue to City and City will follow up on the problem.

E. Emergency Work.

1. Notwithstanding the on-call procedures contained in Section 1.2 of this Agreement, Contractor will be available for and will perform any emergency tree maintenance and/or removal services requested by City from time to time. Contractor must be capable of responding to an emergency and performing any emergency work within two hours of notice from City. Contractor will be required to provide emergency call-out response services for trees damaged as a result of inclement weather, storms, and/or other reasons. Emergency calls may occur at any time, including, without limitation, evenings, weekends, and/or holidays. City will notify (orally, by phone, in writing, or such other means City determines reasonable) Contractor of the locations and the emergency Services to be performed at each location. Contractor will commence any emergency Services within two hours of notice from City. Contractor will provide all necessary traffic control while performing any emergency Services. Should the work involve any high voltage power lines or any utility lines, Contractor will notify the responsible utility company to do any work near the lines, as specified in section D, "Line Clearance Pruning."

2. Contemporaneously with Contractor's execution of this Agreement, Contractor will provide City contact information for two designated representatives who will be available twenty-four hours per day to respond to all after-hours inquiries (i.e., during non-business hours and on weekends) and/or emergencies. During the term of this Agreement, Contractor will notify City of any changes to the contact person(s) and/or their contract information.

II. General Performance Standards.

A. General Services; Requirements; Specifications; Professionalism.

1. Tree trimming, maintenance, and removal services will be provided throughout City for trees located on City-owned properties and facilities as well as on trees located in the right of way. Except for emergency work, the Services will be performed no earlier than 7:00 a.m. on business days and 9:00 a.m. on weekend days and holidays.

2. Contractor will conform to the following general requirements and specifications regarding performance of all arboricultural work done on behalf of the city. All tree care and maintenance services will comply with good arboreal practice for the particular species of trees and must be consistent with the pruning and care standards and best management practices as adopted by the ISA. Subject to and in accordance with this Agreement, all work on trees will be performed by ISA certified arborists.

3. Contractor will maintain good public relations at all times. Contractor will perform all work and the Services in a manner which will cause the least possible interference and annoyance to the public. Contractor will be responsible for advance notification to residents most affected by any Services. Contractor will be responsible to see that private property and vehicles at work locations are not endangered and/or damaged during the performance of the Services.



4. Subject to the terms and conditions contained in this Agreement, all work and the Services will be performed by competent employees and supervised by an experienced supervisor in tree maintenance operations. All personnel working for Contractor will conduct themselves in a professional manner, displaying good judgement and public relation skills while performing the Services.

B. Traffic Control. In connection with the Services, Contractor will provide all traffic control devices and measures as may be required by City traffic control ordinances and requirements, and the City approved traffic control plan. Contractor will notify the PWD two business days prior to commencement of the work at the site requiring traffic control. The PWD may, in the PWD's sole discretion, delay work at the site if anticipated traffic control at the site due to circumstances or events in the area will result in a traffic control problem not anticipated in the traffic control plan. Contractor will furnish or caused to be furnished flagging services if needed for work.

C. Clean-Up and Disposal of Debris. Contractor will perform a thorough clean-up of all job sites, locations, and property when Services are completed, including, without limitation, raking leaves, twigs, and other debris from the lawns and parkways and the sweeping streets and sidewalks. Each day's scheduled work will be completed and cleaned up and under no circumstances will any brush, leaves, debris or equipment be left on the street overnight. On a daily basis, Contractor will remove all brush and debris, sweep sidewalks, rake-out lawns and parkways, and clean gutters. Contractor will be responsible for the disposal of all debris. Contractor may dispose of logs at City's Maintenance Shop with City's prior written approval. These instances will be pre-arranged. Contractor shall not use motorized leave blowers to blow debris onto City streets.

D. Work to Conform with Specifications. All Services and work performed by Contractor will conform to City's specifications contained in this Agreement. If a specific detail is omitted within work specifications, Contractor will regard the specifications as meaning that all work will be performed in a good and workmanlike manner. Work not specifically mentioned in the specifications that is necessary to provide a complete task according to "trade standards" will be included in the proposal and shall conform in strength, quality of materials, and workmanship to what is usually provided in the trade. Any remedial work, including the cost to correct any consequential damages, will be at the Contractor's sole cost and expense, including, without limitation, labor and material costs.

E. On-Site Management; Coordination. Contractor will designate one on-site employee as the lead supervisor, with the responsibility of overseeing the crew, and communicating/coordinating with the PWD. This lead supervisor should be present for most work, but an alternate lead is acceptable on some occasions. In the occasion that there is more than one job site set up within City, Contractor will designate the job site leads, with one on-site manager overseeing both work locations.

F. Protecting City Property. Contractor will not cause and/or permit any damage to City property and/or infrastructure. Contractor will immediately notify the PWD of (a) any significant occurrence requiring remedy or repairs due to any damage to City infrastructure from Contractor's work, and/or (b) any damage to City infrastructure observed while on site.

Schedule 2.1  
Fee Schedule

Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services at the following hourly rates and fees:

<u>Position</u>	<u>Rate/Hour</u>
ISA Certified Arborist	\$100.00
ISA Certified Tree Worker Climber Specialist (Trainee)	\$80.00
General Laborer: (Grounds person, truck driver, and other workers (non-tree related worker))	\$70.00
Covered Truck with Chipper with Operator	\$120.00
Bucket Truck with Operator	\$120.00
Small Stump Grinder with Operator	\$95.00
Large Stump Grinder with Operator	\$120.00
Traffic Control	\$35.00

<u>Service</u>	
Disposal Fee	\$4.00/yard

Subject to the terms and conditions contained in this Agreement and any applicable Request for Services, hourly rates for overtime work and after hour emergency work performed by Contractor will be billed at 1.5 times the applicable hourly rate identified above.



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

July 10, 2019

Deschutes County Board of Commissioners  
PO Box 6005  
Bend, OR 97708

Dear Board of County Commissioners,

After hearing from Deschutes County Health Services staff during our July 10, 2019 Workshop, the Sisters City Council is pleased to send you this letter of support for implementing a Tobacco Retail Licensure (TRL) Program in Deschutes County. The City of Sisters believes this program will improve the lives and health of individuals and families by eliminating illegal sales of tobacco to minors in our city.

The Sisters City Council agrees that implementing a TRL locally will allow public health officials to reach tobacco retailers with information about laws and training resources tailored to the local community; will provide an opportunity to create a fee structure that is effective and not economically detrimental to small businesses; allow the chosen enforcement agency to conduct frequent compliance inspections; and keep the revenue generated from licensing and penalty fees within Deschutes County.

The Sisters City Council would like the Board of County Commissioners to consider these important issues and implement a TRL Program in Deschutes County.

Sincerely,

Chuck Ryan  
Mayor

**After recording, return to:**  
City of Sisters  
Attn: City Manager  
PO Box 39  
520 E. Cascade Avenue  
Sisters, Oregon 97759

**NOTICE OF TERMINATION AND MEMORANDUM OF AGREEMENT**

This Notice of Termination and Memorandum of Agreement (“Memorandum”) is made and entered into effective on July 10, 2019 (the “Effective Date”) between Jeffrey J. Lemos and Vicki L. Lemos (individually and collectively, “Owner”), whose address is PO Box 1155, Sisters, Oregon 97759, and City of Sisters (“City”), an Oregon municipal corporation, whose address is 520 E. Cascade Avenue, Sisters, Oregon 97759.

Owner and City are parties to a certain Public Improvement Reimbursement Agreement dated effective July 10, 2019 (the “Agreement”) concerning Owner’s installation of certain public improvements on and in that portion of Main Avenue, Sisters, Oregon abutting Owner’s real property commonly known as 215 N. Locust Street, Sisters, Oregon 97759 and more particularly described on the attached Exhibit A. The Agreement imposes certain conditions, including, without limitation, public improvement installation requirements, transfer restrictions, and payment obligations on Owner.

Pursuant to the terms of the Agreement, the parties have terminated that certain Public Improvement Reimbursement Agreement dated February 2, 2017, recorded in Deschutes County Official Records on February 3, 2017 as Instrument: No. 2017-04509, between David V. Marlow and Sandy L. Marlow and City (the “Original Agreement”), which Original Agreement was assigned to Owner on or about December 17, 2018. To this end, the parties notify and inform all interested persons that the Original Agreement has been terminated effective July 10, 2019.

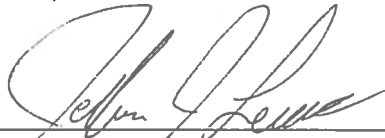
This Memorandum is for notice purposes only and will not, under any circumstances, be deemed to modify or change any provisions of the Agreement, the provisions of which will in all instances prevail. Capitalized terms not defined in this Memorandum have the meanings given such terms in the Agreement. This Memorandum may be signed in one or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart will be deemed an original as to any party whose signature it bears and all such counterparts will constitute one document.


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

**CITY:**  
City of Sisters,  
an Oregon municipal corporation

\_\_\_\_\_  
By: Cory Mисley, City Manager  
Dated: \_\_\_\_\_, 2019

**OWNER:**  
Jeffrey J. Lemos and Vicki L. Lemos

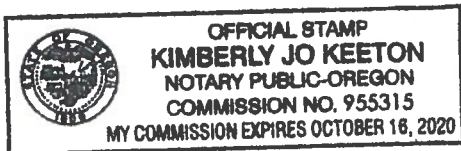
  
\_\_\_\_\_  
By: Jeffrey J. Lemos  
Dated: 7/3, 2019

  
\_\_\_\_\_  
By: Vicki L. Lemos  
Dated: 7/3, 2019

[notaries on immediately following page]

State of Oregon )  
 ) ss.  
County of Deschutes )

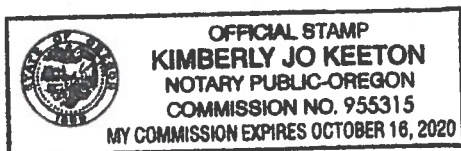
This instrument was acknowledged before me on July 3, 2019 by Jeffrey J. Lemos.



Kimberly Jo Keeton  
Notary Public for State of Oregon  
Commission No.: 955315  
My Commission Expires: 10-16-2020

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on July 3, 2019 by Vicki L. Lemos.



Kimberly Jo Keeton  
Notary Public for State of Oregon  
Commission No.: 955315  
My Commission Expires: 10-16-2020

State of Oregon )  
 ) ss.  
County of Deschutes )

This instrument was acknowledged before me on \_\_\_\_\_, 2019 by Cory Misley, as city manager of the City of Sisters.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Exhibit A  
Legal Description

The real property legally described as:

[attached]

EXHIBIT "A"

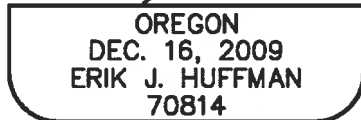
Real property located in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 15 South, Range 10 East, Willamette Meridian, City of Sisters, Deschutes County, State of Oregon, more particularly described as follows:

The south 25 feet of that property described in the Warranty Deed recorded November 18, 1998 in document number 1998-52259, Deschutes County Official Records.

This property is depicted on the attached map titled "Exhibit "A" Sketch" which is incorporated herein by this reference.



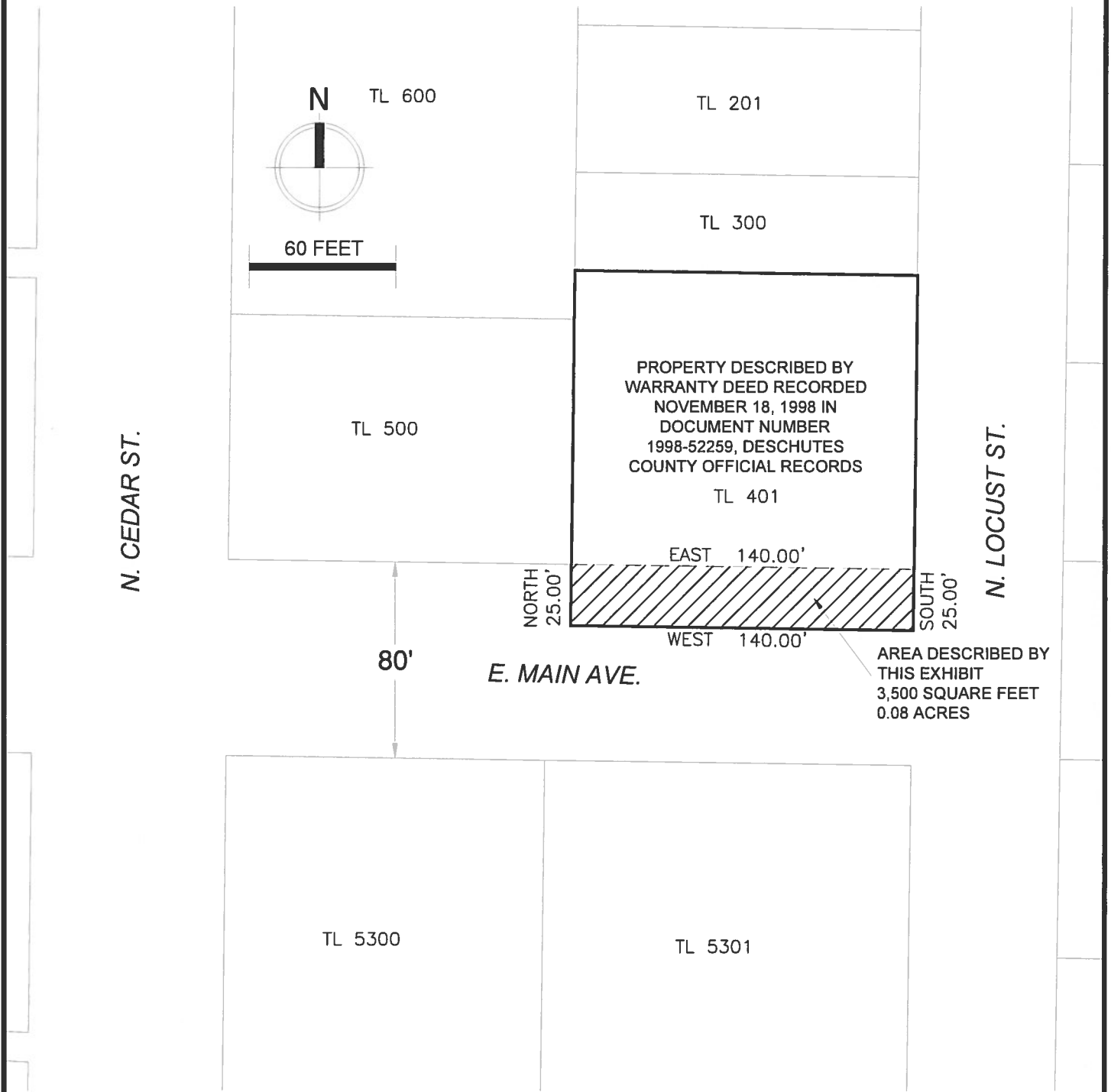
A handwritten signature in black ink, appearing to read "Erik J. Huffman".



RENEWS: JUN. 30, 2017

# EXHIBIT "A" SKETCH

LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 4, T. 15 S., R. 10 E., W.M.



PROPERTY DESCRIBED BY  
WARRANTY DEED RECORDED  
NOVEMBER 18, 1998 IN  
DOCUMENT NUMBER  
1998-52259, DESCHUTES  
COUNTY OFFICIAL RECORDS  
TL 401

AREA DESCRIBED BY  
THIS EXHIBIT  
3,500 SQUARE FEET  
0.08 ACRES



549 SW MILL VIEW WAY  
SUITE 105  
BEND, OREGON 97702  
(541) 633-3140  
www.beconeng.com

FOR:  
CITY OF SISTERS  
520 E. CASCADE AVE.  
P.O. BOX 39  
SISTERS, OR 97759

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
DEC. 16, 2009  
ERIK J. HUFFMAN  
70814

DATE: 02/09/2017

SCALE: 1" = 60'

DRAWN BY: EJH

PROJ: 13702.132

RENEWS: JUN. 30, 2017



## PUBLIC IMPROVEMENT REIMBURSEMENT AGREEMENT

This Public Improvement Reimbursement Agreement (this "Agreement") is made and entered into effective on July 10, 2019 (the "Effective Date") between City of Sisters ("City"), an Oregon municipal corporation, whose address is 520 E. Cascade Avenue, Sisters, Oregon 97759, and Jeffrey J. Lemos and Vicki L. Lemos (individually and collectively, "Owner"), whose address is PO Box 1155, Sisters, Oregon 97759.

### RECITALS:

- A. Owner owns certain real property (and all improvements located thereon) commonly known as 215 N. Locust Street, Sisters, Oregon 97759, as more particularly described on the attached Exhibit A (the "Property").
- B. David V. Marlow and Sandy L. Marlow (collectively, "Marlow") and City entered into a certain Public Improvement Reimbursement Agreement dated February 2, 2017 and recorded in Deschutes County Official Records on February 3, 2017 as Instrument: No. 2017-04509 (the "Marlow Agreement"). The Marlow Agreement concerns the installation of certain public improvements on and in that portion of Main Avenue abutting the Property in the area depicted on the attached Exhibit B (the "Improvement Area"), which public improvements include, without limitation, curbs, concrete sidewalks, permeable pavers, paved parking stalls, ADA (as defined below) accessible ramps, street lighting, and related improvements (collectively, the "Improvements"). The Improvements are generally described on the attached Exhibit B.
- C. On or about August 16, 2017, Marlow transferred the Property to Francis Hansen & Martin LLP ("FHM"). On or about December 17, 2018, FHM transferred the Property to Owner. The Marlow Agreement provides, among other things, that the Marlow Agreement runs with the land and is binding upon the Property owner's heirs, successors, and assigns.
- D. Subject to the terms and conditions contained in this Agreement, the parties desire to (a) provide the terms and conditions pursuant to which Owner will construct the Improvements, and (b) terminate the Marlow Agreement.

### AGREEMENT:

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

#### 1. Improvement Construction.

1.1 Site Plan. Within sixty (60) days after the Effective Date, Owner will submit an application to City (and pay all applicable fees) for site plan approval to develop the Property. Owner will adhere to all conditions of approval contained in City's site plan decision (the "Site Plan").

1.2 Construction. Subject to the terms and conditions contained in this Agreement, Owner will construct the Improvements on or before June 1, 2020 (the "Completion Date") in accordance with the Laws (as defined below) and this Agreement. Construction of the Improvements is at Owner's cost and expense, including, without limitation, all costs and expenses concerning licensing, permits, inspections, and approvals. Once commenced, Owner will prosecute construction of the Improvements diligently, continuously, and in accordance with the Site Plan, the Laws, and this Agreement. Construction will be performed in a good and workmanlike manner and will comply with all applicable governmental permits, laws, ordinances, and regulations, including the Laws. All work will be completed (a) in a safe manner, taking into account all applicable traffic control rules and procedures, and (b) in a manner so as to minimize disruption and interference of City's right-of-way (and City's use thereof). If the Improvements are not timely and properly completed on or before the Completion Date, City may complete construction of the Improvements in accordance with Section 2 and/or pursue any other rights and

remedies provided under this Agreement. Owner will cooperate with City and promptly provide upon City's request any information and/or documentation reasonably requested by City from time to time to determine Owner's compliance with this Agreement. For purposes of this Agreement, the term "Law(s)" means all applicable federal, state, and local laws, statutes, restrictions, ordinances, orders, codes, rules, and/or regulations directly or indirectly affecting the Improvements and/or this Agreement, including, without limitation, the Americans with Disabilities Act of 1990 (and the rules and regulations promulgated thereunder) (the "ADA"), any environmental laws, and any ordinances, codes, rules, and/or regulations promulgated by City, including, without limitation, the Public Improvement Standards (as defined below), all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated; the term "Public Improvement Standards" means City's public works standards and specifications and/or public improvement design and construction standards applicable at the time the Improvements are constructed, including, without limitation, all requirements applicable to curbs and gutters, aggregate road base, hot mix asphalt, signing, striping, storm drainage, improvements, public water and waste water improvements, landscaping, and lighting.

### 1.3 Contractors.

1.3.1 Owner will use only licensed and bonded contractors familiar with the Laws and of good reputation to complete construction of the Improvements. Each contractor will comply with all applicable federal, state, and local laws, regulations, and ordinances, including, without limitation, the Laws. Each contractor will obtain and maintain all licenses, permits, registrations, and other governmental authorizations required to conduct the contractor's business and perform the subject construction work. Each contractor will be responsible for the acts and omissions of the contractor. Each contractor will properly manage and dispose of all waste, including, without limitation, sediment, paint, cement wash, asphalt, motor oil, and grease, in accordance with all applicable laws and regulations, including, without limitation, the Laws. Each contractor will pay when due all charges for labor and materials used for the contractor's construction work and will keep the Improvements free from all liens and/or other claims. City will have the right to inspect the construction at reasonable intervals to ensure Owner is complying with its obligations under this Agreement.

1.3.2 Each contractor will obtain and maintain the following insurance: (a) general liability and property damage insurance (occurrence version) against personal injury claims arising out of the contractor's activities on, or any condition of, the Improvement Area with limits of no less than \$2,000,000.00 per occurrence, \$4,000,000.00 in the aggregate; (b) comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by the contractor with limits of no less than \$2,000,000.00 per occurrence, \$4,000,000.00 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy will be in form and content satisfactory to City and will contain a severability of interest clause. By separate endorsement, each liability insurance policy will name City and City's officers, employees, agents, and volunteers as additional insureds. The contractor's insurance will be primary, and any insurance carried by City will be excess and noncontributing. Owner will cause each contractor to furnish City with policy copies (including applicable endorsements) evidencing the insurance coverage and endorsements (and provisions) the contractor is required to obtain under this Agreement prior to the contractor commencing any work on or at the Improvement Area and at any other time requested by City. All policies of insurance which a contractor is required to carry under this Agreement will provide that the insurer waives the right of subrogation against City.

1.4 Inspection. Owner will provide written notice to City that the Improvements have been completed in accordance with this Agreement (the "Notice of Completion") when Owner reasonably determines that the Improvements have been completed in accordance with this Agreement. Within a reasonable period of time after City's receipt of the Notice of Completion, City will inspect the Improvements to determine if the Improvements have been completed in accordance with this Agreement. After completing the inspection, City will provide Owner the Correction Notice (as defined below) if City identifies any Improvements that require correction and/or completion. Owner will complete any required corrections and/or Improvements identified in the Correction Notice within the Correction Period (as defined below). At the conclusion of the Correction Period, City and Owner will conduct a joint walk-through inspection for the purpose of confirming that Owner has properly

completed any required corrections and/or Improvements. Notwithstanding anything contained in this Agreement to the contrary, Owner will pay all costs of City's inspection and any other costs incurred by City in accordance with City's then applicable fee schedule and rates. For purposes of this Agreement, the term "Correction Notice" means written notice identifying with reasonable particularity any Improvements City believes Owner failed to construct in accordance with this Agreement; the term "Correction Period" means the period commencing on the date of Owner's receipt of the Correction Notice and expiring thirty (30) days thereafter.

1.5 Acceptance; City Ownership. Upon City's approval and acceptance of the completed Improvements, City will provide Owner written notice that City has accepted the completed improvements (the "Acceptance Notice"). City's acceptance of the Improvements will be completed solely to protect City's interests. Owner will take such actions and process such documents, instruments, orders, and/or agreements necessary to effectuate the transfer. City will accept the Improvements free and clear of any liens and/or encumbrances. City will not be a guarantor of, or responsible for, proper construction of the Improvements. City's acceptance of the Improvements will not constitute a representation or warranty that the Improvements were properly designed or completed or create any City liability or obligation. City will own all Improvements constructed on City property and/or designated as City or public property (including the underlying real property), including, without limitation, any street signs, trees, landscaping, water meters, sewer lines, stormwater facilities, curb and gutters, sidewalks, and trail improvements.

1.6 Warranty. Owner represents and warrants the Improvements against deficiencies and/or defects in materials and workmanship for a period of one year, commencing from the date of City's Acceptance Notice. If City determines that any deficiency and/or defect during the one-year warranty period occurs, City will provide Owner written notice of such deficiency and/or defect ("Defect Notice"). Owner's contractor will repair, reconstruct, and/or otherwise service the warranty work, at Owner's cost and expense, within thirty (30) days after City's delivery of the Defect Notice. If Owner's contractor is unable and/or fails to timely service the warranty work, City may employ a third party to perform the warranty work. All costs and expenses incurred by City to service the warranty work will be reimbursed by Owner immediately upon City's demand. The warranty provided by Owner under this Section 1.6 will be in addition to, and not in limitation of, any other warranty and/or remedy required by law and/or any contract documents. Owner will supply City with all warranty and guarantee documents relative to equipment and materials incorporated into the Improvements and guaranteed by the applicable supplier and manufacturers.

2. City Construction; Payment. If Owner fails to properly complete the Improvements on or before the Completion Date, City may, in City's sole discretion, complete the Improvements (or any portion thereof). Upon City's completion of the Improvements, City will send Owner written notice setting forth City's actual costs and expenses incurred to complete the Improvement (the "Cost Notice"). Within ten (10) days after the occurrence of a Triggering Event (as defined below), Owner will pay Owner's share of the amount identified in the Cost Notice as calculated in accordance with this Section 2 (the "Reimbursement Amount"), plus interest at the annual rate of 3%, to City in full by cash, cashier's check, or wire transfer of immediately available funds to an account specified by City. The Reimbursement Amount will be calculated as follows: (a) commencing on the date of the Cost Notice and ending one year thereafter, the Reimbursement Amount will equal the amount identified in the Cost Notice; and (b) commencing on the first anniversary of the date of the Cost Notice, and continuing on the same day each year thereafter, the amount identified in the Cost Notice will be reduced by five percent (5%) increments. Notwithstanding anything contained in this Agreement to the contrary, in no event will the Reimbursement Amount be reduced to an amount less than fifty percent (50%) of City's actual costs and expenses incurred to complete the Improvements. The Reimbursement Amount will be a lien against the Property and City may, in City's sole discretion, record a notice of lien in Deschutes County Official Records. For purposes of this Agreement, the term "Triggering Event" means the earlier of (x) the Transfer (as defined below) of the Property, (y) City's approval of a land division of the Property, or (z) issuance of a building permit applicable to the Property; the term "Transfer" means any transfer of the Property, including, without limitation, any sale, conveyance, exchange, gift, and/or lease of the Property (including any agreement involving the ownership, lease, and/or use of all or any portion of the Property).

3. Indemnification. Owner releases and will defend, indemnify, and hold City and each present and future City official, employee, agent, contractor, and/or representative harmless for, from, and against all claims, actions, proceedings, damages, liabilities, obligations, costs, and expenses of every kind, whether known or unknown, including, without limitation, attorney fees and costs, resulting from or arising out of, whether directly or indirectly, the following: (a) any breach and/or inaccuracy of any Owner representation, warranty, and/or covenant made in this Agreement; (b) design, construction, installation, and/or completion of the Improvements; (c) Owner's failure to pay and/or perform any covenant and/or obligation required to be performed by Owner under this Agreement; and/or (d) the Improvements, including any claim or action arising out of the work performed by Owner's contractor. Owner's indemnification obligations provided in this Section 3 will survive the termination of this Agreement and the satisfaction of Owner's obligations under this Agreement.

4. Default; Remedies. Subject to the terms and conditions contained in this Agreement, Owner will be in default under this Agreement upon the occurrence of any of the following events: (a) Owner breaches and/or fails to timely perform any representation, warranty, covenant, and/or obligation contained in this Agreement; (b) any proceeding under any bankruptcy and/or insolvency laws is commenced by or against Owner, a receiver is appointed for any part of the Property of, or any attachment, seizure, or levy is made on the Property; and/or (c) any Transfer, other than Transfers receiving City's prior written consent. If Owner breaches and/or otherwise fails to perform any of his obligations under this Agreement, City may, in addition to any other remedy provided to City under this Agreement, pursue all remedies available to City at law or in equity, including, without limitation, the right of specific performance. Subject to the terms and conditions contained in this Agreement, City will recover the full cost and expense of any work performed by City to complete construction of any repairs or replacements to any defective work, including, without limitation, attorney fees, engineering fees, and expert fees. All available remedies are cumulative and may be exercised singularly or concurrently.

5. Miscellaneous.

5.1 Run with Land; Marlow Agreement; Memorandum. Owner will not assign or transfer any Owner rights or obligations under this Agreement without the prior written consent of City, which consent may be withheld in City's sole and absolute discretion. Subject to the immediately preceding sentence, this Agreement (including, without limitation, Owner's payment obligations hereunder) will run with the land and be binding upon the successors and assigns of Owner and/or any interest in the Property. All representations, warranties, covenants, and obligations made by Owner under this Agreement will be deemed made by Jeffrey J. Lemos and Vicki L. Lemos on a joint and several basis. Owner will sign such other documents and instruments and take such other actions as City determines reasonably necessary to further effect and evidence this Agreement. The parties terminate the Marlow Agreement effective as of the Effective Date. Neither party has any further rights and/or obligations arising out of or under the Marlow Agreement. Contemporaneously with the parties' mutual execution of this Agreement, the parties will execute a notice of termination and memorandum of this Agreement substantially in the form attached hereto as Exhibit C (the "Memorandum"). The Memorandum will be recorded in the Deschutes County Official Records. After City's issuance of the Acceptance Notice, at the written request of Owner and at Owner's cost and expense, City will execute all necessary instruments and documents to terminate the Memorandum.

5.2 Governing Law; Venue; Attorney Fees. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any action, suit, and/or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Deschutes County, Oregon. Owner consents and submits to the jurisdiction of any local, state, or federal court located in Deschutes County, Oregon. If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with

the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

5.3 Expenses; Notices; Waiver; Survival. Owner will timely pay all fees, costs, and expenses incurred in connection with Owner's performance of Owner's obligations under this Agreement. If an event of default occurs and City does not institute any arbitration, action, suit, and/or proceeding, Owner will pay City, immediately upon City's demand, all costs and expenses, including, without limitation, attorney fees and collection fees, incurred by City in attempting to enforce this Agreement. All notices required under this Agreement must be in writing. Any notice will be deemed given when personally delivered or delivered by email or facsimile transmission (with electronic confirmation of delivery), or will be deemed given three days following delivery of the notice by U.S. mail, postage prepaid, certified, return receipt requested, by the applicable party to the address of the other party first shown above (or any other address that a party may designate by notice to the other party), unless that day is a Saturday, Sunday, or legal holiday, in which event it will be deemed given on the next following business day. Time is of the essence with respect to all dates and time periods in this Agreement. This Agreement may be amended only by a written document signed by both parties. No waiver will be binding on City unless it is in writing and signed by City. City's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired. The termination of this Agreement, regardless of how it occurs, will not relieve a party of obligations that have accrued before the termination. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including, without limitation, the warranty obligations under Section 1.6 and the indemnification obligations under Section 3. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.


5.4 Entire Agreement; Interpretation. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. All pronouns contained herein and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word "or" is not exclusive. The words "include," "includes," and "including" are not limiting. The titles, captions, or headings of the sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "person" means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision, or any other entity.

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

CITY:  
City of Sisters,

\_\_\_\_\_  
By: Cory Misley, City Manager

OWNER:  
Jeffrey J. and Vicki L. Lemos

  
\_\_\_\_\_  
Jeffrey J. Lemos


  
\_\_\_\_\_  
Vicki L. Lemos

Exhibit A  
Owner Property Legal Description

[attached]

EXHIBIT "A"

Real property located in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 15 South, Range 10 East, Willamette Meridian, City of Sisters, Deschutes County, State of Oregon, more particularly described as follows:

The south 25 feet of that property described in the Warranty Deed recorded November 18, 1998 in document number 1998-52259, Deschutes County Official Records.

This property is depicted on the attached map titled "Exhibit "A" Sketch" which is incorporated herein by this reference.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

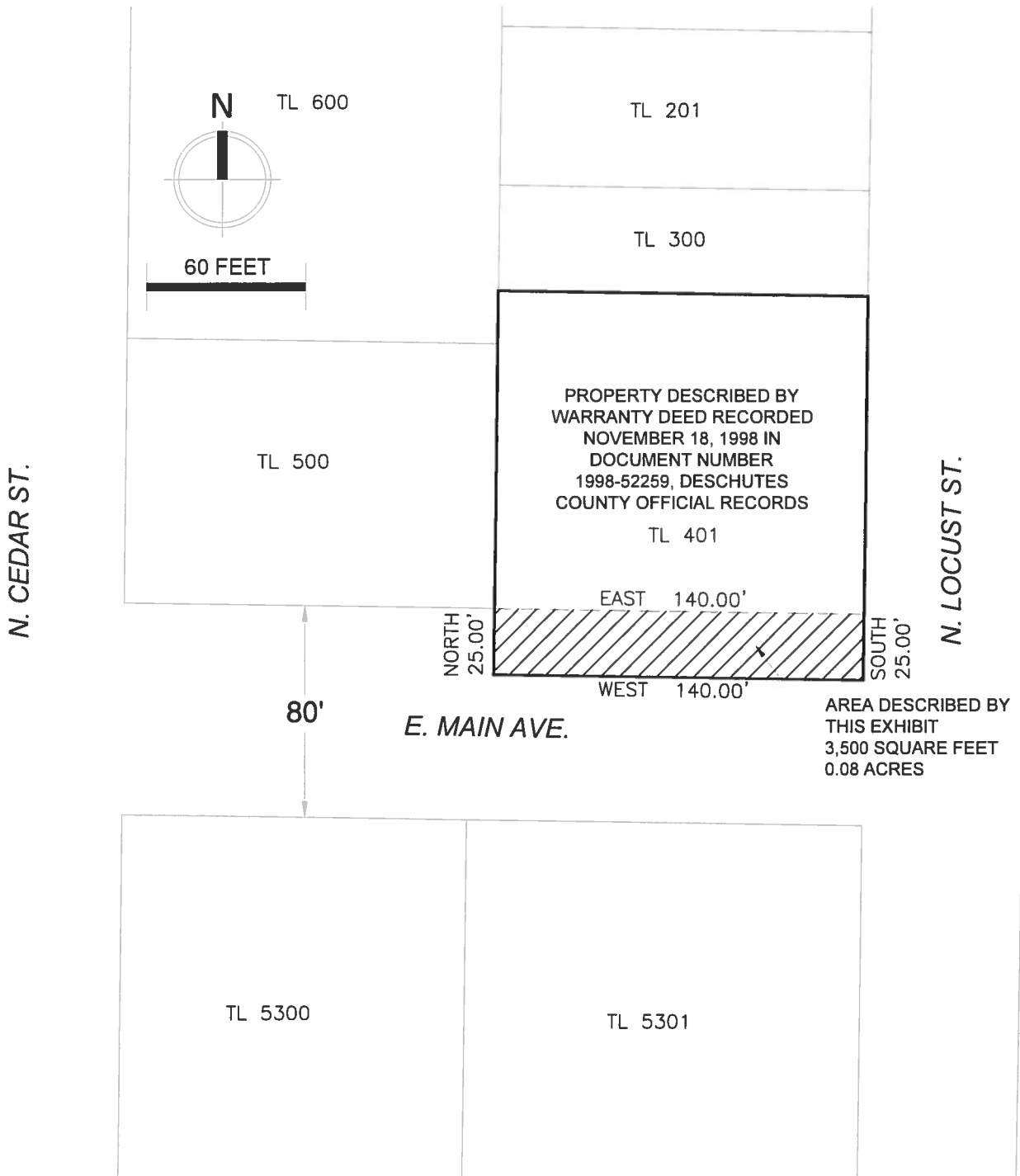


OREGON  
DEC. 16, 2009  
ERIK J. HUFFMAN  
70814

RENEWS: JUN. 30, 2017

# EXHIBIT "A" SKETCH

LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 4, T. 15 S., R. 10 E., W.M.



PROPERTY DESCRIBED BY  
WARRANTY DEED RECORDED  
NOVEMBER 18, 1998 IN  
DOCUMENT NUMBER  
1998-52259, DESCHUTES  
COUNTY OFFICIAL RECORDS  
TL 401

AREA DESCRIBED BY  
THIS EXHIBIT  
3,500 SQUARE FEET  
0.08 ACRES



549 SW MILL VIEW WAY  
SUITE 105  
BEND, OREGON 97702  
(541) 633-3140  
www.beconeng.com

FOR:  
CITY OF SISTERS  
520 E. CASCADE AVE.  
P.O. BOX 39  
SISTERS, OR 97759

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
DEC. 16, 2009  
ERIK J. HUFFMAN  
70814

DATE: 02/09/2017

SCALE: 1" = 60'

DRAWN BY: EJH

PROJ: 13702.132

RENEWS: JUN. 30, 2017



Exhibit B  
Depiction of Improvement Area

[attached]

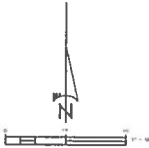
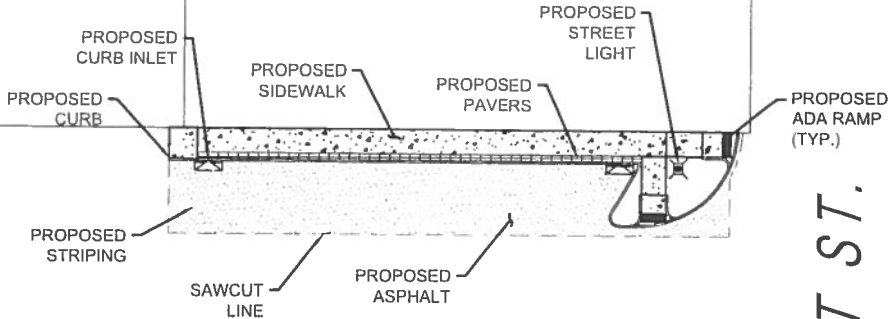
CEDAR ST.

LEWELLING, CRAIG ET AL  
TAXLOT 151004CD00500

MARLOW, DAVID ET AL.  
TAXLOT 151004CD00401

MAIN AVE.

LOCUST ST.



MARLOW ACQUISITION  
IMPROVEMENTS

SITE PLAN



549 SW MILL VIEW WAY  
SUITE 105  
BEND, OREGON 97702  
(541) 633-3140  
www.beconeng.com

FOR:



City of Sisters



DATE: 12-29-2016    SCALE: 1" = 30'    DRAWN BY: JLR    DESIGN BY: E.JH    REVISIONS: JAN 30, 2017

Exhibit C  
Memorandum

[attached]

**After recording, return to:**  
City of Sisters  
Attn: City Manager  
PO Box 39  
520 E. Cascade Avenue  
Sisters, Oregon 97759

**NOTICE OF TERMINATION AND MEMORANDUM OF AGREEMENT**

This Notice of Termination and Memorandum of Agreement (“Memorandum”) is made and entered into effective on June \_\_, 2019 (the “Effective Date”) between Jeffrey J. Lemos and Vicki L. Lemos (individually and collectively, “Owner”), whose address is PO Box 1155, Sisters, Oregon 97759, and City of Sisters (“City”), an Oregon municipal corporation, whose address is 520 E. Cascade Avenue, Sisters, Oregon 97759.

Owner and City are parties to a certain Public Improvement Reimbursement Agreement dated effective \_\_\_\_\_, 2019 (the “Agreement”) concerning Owner’s installation of certain public improvements on and in that portion of Main Avenue, Sisters, Oregon abutting Owner’s real property commonly known as 215 N. Locust Street, Sisters, Oregon 97759 and more particularly described on the attached Exhibit A. The Agreement imposes certain conditions, including, without limitation, public improvement installation requirements, transfer restrictions, and payment obligations on Owner.

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**CITY:**  
City of Sisters,  
an Oregon municipal corporation

**OWNER:**  
Jeffrey J. Lemos and Vicki L. Lemos

\_\_\_\_\_  
By: Cory Misley, City Manager  
Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
By: Jeffrey J. Lemos  
Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
By: Vicki L. Lemos  
Dated: \_\_\_\_\_, 2019

[notaries on immediately following page]

State of Oregon                    )  
  ) ss.  
County of Deschutes            )

This instrument was acknowledged before me on \_\_\_\_\_, 2019 by Jeffrey J. Lemos.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

State of Oregon                    )  
  ) ss.  
County of Deschutes            )

This instrument was acknowledged before me on \_\_\_\_\_, 2019 by Vicki L. Lemos.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

State of Oregon                    )  
  ) ss.  
County of Deschutes            )

This instrument was acknowledged before me on \_\_\_\_\_, 2019 by Cory Misley, as city manager of the City of Sisters.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Exhibit A  
Legal Description

The real property legally described as:

[attached]

EXHIBIT "A"

Real property located in a portion of the Southeast 1/4 of the Southwest 1/4 of Section 4, Township 15 South, Range 10 East, Willamette Meridian, City of Sisters, Deschutes County, State of Oregon, more particularly described as follows:

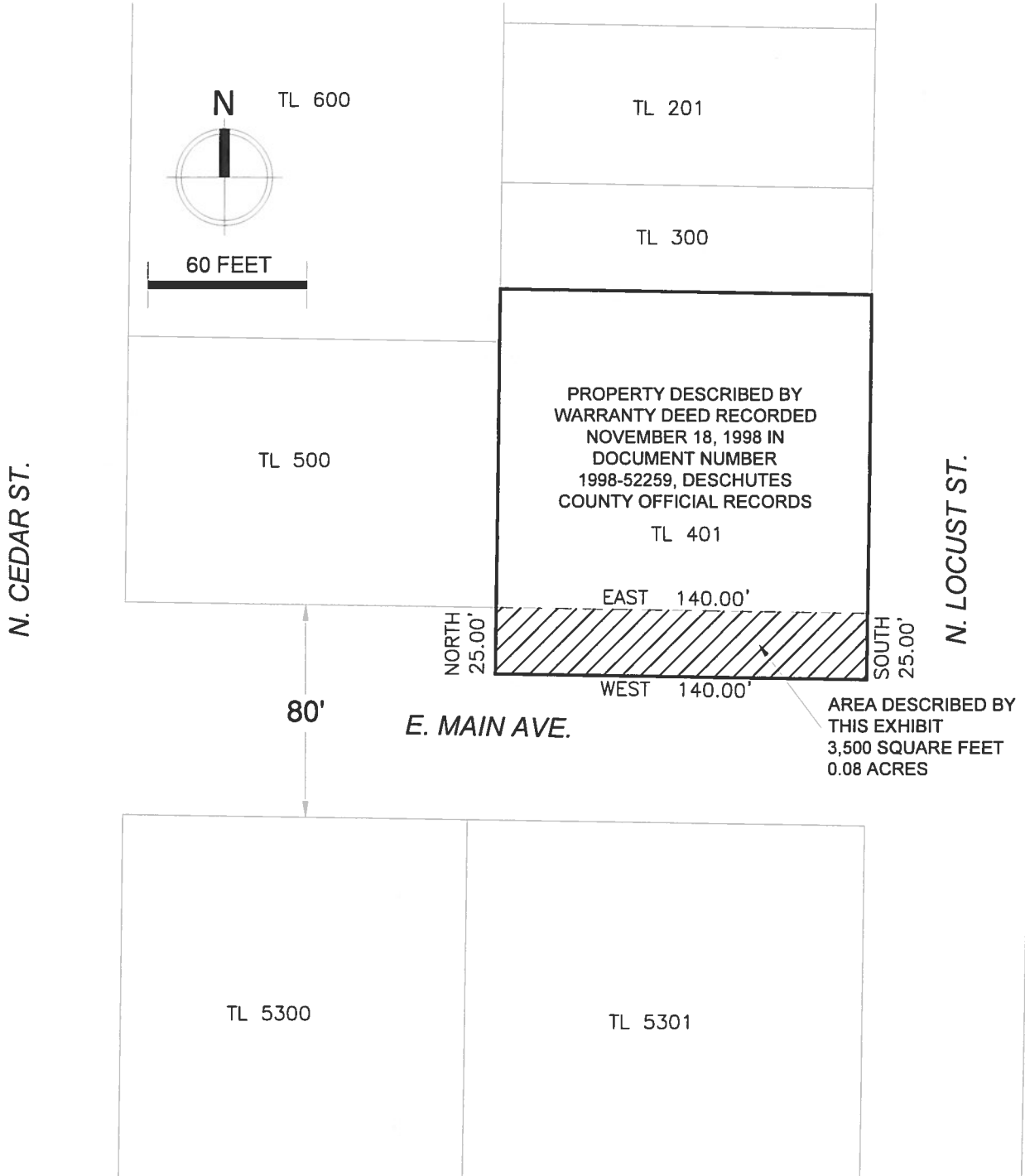
The south 25 feet of that property described in the Warranty Deed recorded November 18, 1998 in document number 1998-52259, Deschutes County Official Records.

This property is depicted on the attached map titled "Exhibit "A" Sketch" which is incorporated herein by this reference.



# EXHIBIT "A" SKETCH

LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 4, T. 15 S., R. 10 E., W.M.



549 SW MILL VIEW WAY  
SUITE 105  
BEND, OREGON 97702  
(541) 633-3140  
www.beconeng.com

FOR:  
CITY OF SISTERS  
520 E. CASCADE AVE.  
P.O. BOX 39  
SISTERS, OR 97759

CIVIL ENGINEERING  
& LAND SURVEYING

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
DEC. 16, 2009  
ERIK J. HUFFMAN  
70314

DATE: 02/09/2017

SCALE: 1" = 60'

DRAWN BY: EJJ

PROJ: 13702.132

RENEWS: JUN. 30, 2017



LICENSES: THRU ZZZZZZZZZZ

SORTED BY: LICENSE NUMBER

ORIGINATION DATES: 6/06/2019 TO 7/04/2019

PAID STATUS: PAID

EFFECTIVE DATES: 0/00/0000 TO 99/99/9999

LIC CODES: ALL

EXPIRATION DATES: 0/00/0000 TO 99/99/9999

ID	CODE	NAME	PROPERTY ADDRESS	CITY LIMIT
001438	STR	BEDROSIAN, MICHELLE	871 E CASCADE AVE	INSIDE <i>short term Rental</i>
001447	CONTR	VISTA RIDGE HOME, LLC	365 E JEFFERSON AVE	INSIDE <i>Contractor</i>
001449	STR	ARTEMISIA HOUSE, LLC	205 W HEISING DR	INSIDE <i>short term Rental</i>
001450	STR	ZEHETBAUER, ROLAND	375 S OAK ST	INSIDE <i>short term Rental</i>
001451	SVS	BLACK BUTTE REALITY GROUP	414 W WASHINGTON AVE	INSIDE <i>Real Estate Co.</i>
001452	STR	SISTERS SWEET ESCAPE	357 E BLACK BUTTE AVE	INSIDE <i>short term Rental</i>
001453	STR	KELLY, BRYAN	193 E BLACK CRATER AVE	INSIDE <i>short term Rental</i>
001454	LNDSC	OUTLAW LANDSCAPES	16836 PONDEROSA CASCADE DR	OUTSIDE <i>Landscaping Co.</i>
001455	STR	SAGE MEADOW PROPERTIES		INSIDE <i>short term Rental</i>
001456	STR	OBSIDIAN PROPERTY MANAGEMENT	MULTIPLE LOCATIONS	INSIDE <i>short term Rental</i>
001458	CONTR	SHAMROCK NORTHWEST CONST. LLC	61282 SPLENDOR LN	OUTSIDE <i>Contractor</i>
001458	CONTR	SHAMROCK NORTHWEST CONST. LLC	61282 SPLENDOR LN	OUTSIDE <i>Contractor</i>
001459	STR	FRONT PORCH MOUNTAIN VIEW	990 E RANCH AVE	INSIDE <i>short term Rental</i>
001460	STR	DICKENS, MARK	133 E BLACK CRATER AVE	INSIDE <i>short term Rental</i>
001461	RETAIL	KABUM COFFEE INTERNATIONAL L3	300 E ASPENWOOD AVE	INSIDE <i>Coffee Packaging</i>
001462	STR	WEST, SANDRA	359 S COTTONWOOD	INSIDE <i>short term Rental</i>
001463	RETAIL	METALS BY BRYAN LEE BROWN, LL	220 S ASH AVE 8	INSIDE <i>Metal Works</i>
001464	SVS	DENT CRAFT	251 E SUN RANCH DR	INSIDE <i>short term Rental</i>
001465	STR	NOVOTNY, JANA	257 E BLACK BUTTE AVE	INSIDE <i>short term Rental</i>
001467	STR	JAN DAGGETT-MAIN AVE	232 W MAIN AVE	INSIDE <i>short term Rental</i>
001468	STR	WILSON, NESSA	367 W JEFFERSON AVE	INSIDE <i>short term Rental</i>
001469	STR	TEIWES, INIGO	340 S SPRUCE ST	INSIDE <i>short term Rental</i>

TOTAL LICENSES: 22