



## 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, September 9, 2020**

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

The meeting will be accessible to the public via teleconference. Please use the following phone number to listen to the meeting: **1-844-802-5555** Access Code: **399434**

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

1. Review Comprehensive Plan Committee Structure- *C. Misley*
2. Review of Public Art Policy and Guidelines- *K. Prosser*
3. Update on Short-term Rental Permit Hardship Exemption Policy-*C. Misley*
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-Via Teleconference**

A request to speak must be made to the City Recorder at [kprosser@ci.sisters.or.us](mailto:kprosser@ci.sisters.or.us) by 4:00 pm the day of the meeting. Please include your name, address, phone number and the subject you will be speaking on. During this portion of the meeting the City Recorder will call your name and you will have three minutes to speak. Written communication can be submitted for the record to [kprosser@ci.sisters.or.us](mailto:kprosser@ci.sisters.or.us) or dropped in the utility mail drop by 4:00 pm the day of the meeting.

#### **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 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. August 12, 2020- Workshop
2. August 26, 2020-Regular
3. August 26, 2020-Workshop

B. Bills to Approve

1. September 4, 2020- Accounts Payable

- C. Approve a Settlement and Release Agreement with Ryan Hudson in the Amount of \$13,432.50 for the Unlawful Removal of a Mature Ponderosa Tree on Larch Street and Authorize the City Manager to Execute the Agreement.

**VI COUNCIL BUSINESS**

- A. **Discussion and Consideration of a Motion** to Approve a Professional Services Agreement with Tewalt & Sons Inc. for FY 2020/21 Downtown Snow Removal and Authorize the City Manager to Execute the Agreement- *P. Bertagna*

**VII OTHER BUSINESS**

- A. 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



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## Agenda Item Summary

**Meeting Date:** September 9, 2020

**Staff:** N. Mardell & C. Misley

**Type:** Workshop

**Dept:** CDD & CMO

**Subject:** Discussion of Comprehensive Plan Update and Committee Structure

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**Action Requested:** Direction to move forward with solicitation of applications for comprehensive plan committees and create draft resolutions to create those committees.

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### Summary Points:

The update to the City's Comprehensive Plan is officially underway. A lot of background work is currently getting going by the consultants, Angelo Planning Group (APG), and City staff. Additionally, APG is prepping a public engagement plan to layout out a strategy and roadmap for a robust public engagement process as a foundation for this project. An integral part of this strategy is utilizing committees to inform and manage the process and overall project. In order to stay on our timeline, we have been discussing the structure of these committees and should proceed with initiating recruitment and creation.

Preliminary discussions occurred last month between Andrea Blum, City Councilor, Jeff Seymour, Planning Commission (PC) Chair, Cris Converse, PC Vice-Chair, Nicole Mardell, Principal Planner, Kerry Prosser, City Recorder, APG, and I to brainstorm approaches to public engagement and committee structures. We have prepared what we believe to be a balance between effectiveness and efficiency getting both deep and broad community input while streamlining the management of the committees and project.

The draft structure includes two committees: Stakeholder and Community Advisory. The Community Advisory Committee (CAC) *represents a wide variety of community interests and forms broader policies to be considered by the Stakeholder Committee, Planning Commission, and ultimately City Council. They represent the on-the-ground community interest.* The Stakeholder Committee (SC) is comprised of agency partners to provide technical expertise and City Council/PC members to provide elected representation and *its function is intended to oversee the process, provide feedback on work done by the Community Advisory Committee, and support the draft goals/policies prior to the public hearing process.*

Tentatively, we would open recruitment and acceptance of applications for the CAC the middle of September through October 9<sup>th</sup>. At the same time, we would be discussing with existing City Committee members their interest in participating, and extending invitations to partner agencies for the SC. We would conduct the interview process in the middle of October and be prepared to appoint to the Committees at the City Council meeting either October 28<sup>th</sup> or November 4<sup>th</sup>. There is tentatively scheduled a joint City Council/PC



CITY COUNCIL  
**Agenda Item Summary**

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meeting on Thursday, October 15<sup>th</sup> to further discuss and shape the public engagement planning for the Comprehensive Plan update.

**Financial Impact:** N/A

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**Attachments:** Draft Committee Structure for the Comprehensive Plan Update

**CITY OF SISTERS 2020-2021 COMPREHENSIVE PLAN UPDATE  
COMMITTEE ROSTER**

**Note: CDD Staff and Consultant Team will staff meetings and prepare materials for review**

<b>STAKEHOLDER ADVISORY COMMITTEE</b>			
<i>Purpose: The Stakeholder Committee oversees the Comprehensive Plan process. They provide feedback on work done by the Community Advisory Committee and ultimately acknowledge support of the draft goals/policies prior to the public hearing process. Agency partners provide technical expertise. The City Council/PC members provide elected official perspective.</i>			
<b>NAME</b>	<b>AFFILIATION</b>	<b>EMAIL</b>	<b>PHONE</b>
1. TBD	City Council		
2. TBD	City Council		
3. Jeff Seymour	Planning Commission Chair		
4. Cris Converse	Planning Commission Vice Chair		
5. Cory Misley	City Manager		
6. Roger Johnson	Fire District		
7. Curtiss Scholl	School District		
8. Jennifer Holland	SPRD		
9. Nick Lelack	Deschutes County		
10. Paul Bertagna	City of Sisters		
11. Judy Trego	Chamber		
12. Scott Edelman	DLCD		
13. Caprielle Foote -Lewis	EDCO		

<b>COMMUNITY ADVISORY COMMITTEE</b>			
Application process - max 3 members outside of City Limits			
<i>Purpose: The Community Advisory Committee represents a wide variety of community interests and works with City staff and consultants to craft policies to be considered by the Stakeholder Committee, Planning Commission, and ultimately City Council. They represent the on the ground community interest.</i>			
<b>NAME</b>	<b>AFFILIATION</b>	<b>EMAIL</b>	<b>PHONE</b>
1. TBD	Planning Commission		
2. TBD	At-Large - DEI		
3. TBD	HPAB or at-large		
4. TBD	CPAB or at-large		
5. TBD	SCED or at-large		
6. TBD	UFB or at-large		
7. TBD	At-Large		
8. TBD	At-Large		
9. TBD	At-Large		
10. TBD	At-Large		
11. TBD	At-Large (if needed)		
12. TBD	At-Large (if needed)		
13. TBD	At-Large (if needed)		

**EX OFFICIO MEMBERS**

**Purpose: Check ins with these key groups routinely, not a part of formal committee.**

<b>NAME</b>	<b>AFFILIATION</b>	<b>EMAIL</b>	<b>PHONE</b>
Karna Gustafson	CO Builder's Association		
Tyler Neese	CO Assoc. of Realtors		
Rory Isbel	CO Landwatch		
Alexis Biddle	1,000 Friends of Oregon		

**NOTE PLANNING COMMISSION – STAFF WILL PROVIDE REGULAR UPDATES, ULTIMATELY THE PC WILL BE THE INITIAL HEARING BODY FOR COMP PLAN ADOPTION, FOLLOWED BY CITY COUNCIL.**

**TENTATIVE MEETING SCHEDULE**

<b>COMMUNITY ADVISORY COMMITTEE</b>	
<b>DATE</b>	<b>MEETING AGENDA</b>
Late sept	Recruitment Opens
Early oct?	Recruitment Closes, Staff Review, Appointments
Week of 12/4/20	Meeting #1: Intros, Ground Rules, Background and Role, Provide key themes, discussion initial results of EOA
Week of 1/18/20	Meeting #2: Refine draft policies/goals, etc.
Week of 3/x/20	Meeting #3: Refine draft policies/goals, etc.
Week of 4/x/20	Meeting #4: Finalize Recommendations

- Shoot for 4 meetings of longer duration to be able to dig into the meat of the discussion
- Potential for joint meetings between CAC and Stakeholder group at key points?
- Potential to split group up into topical sub-groups either during meetings or for "homework" assignments between meetings to address specific policy topics.
- Dates all preliminary

<b>STAKEHOLDER COMMITTEE</b>	
<b>DATE</b>	<b>MEETING AGENDA</b>
Week of 12/4/20	Meeting #1: Intros, Kickoff, Ground Rules, Process to date, initial results of EOA
Week of 2/x/20	Meeting #2: Review Initial Policies from CAC
Week of 4/x/20	Meeting #3: Review Refined Policies from CAC
Week of 5/x/20	Meeting #4: Review and Approval Draft Chapters for PC Hearings

- Review CAC discussions/key themes/recommendations at key points.
- Potential for joint meetings between CAC and Stakeholder group at key points (see below for one example)?
- Dates all preliminary
- Hard to pin down, hope to reduce number of meetings for higher attendance; for example, much of the content for Meeting #1 could be shared by email, with a very brief Meeting #1 or individual phone or email check-ins to ask questions or get feedback on EOA results, etc.; Alternatively, CAC and Stakeholder Meeting #1 could be a joint meeting

<b>PC MEETING DATES</b>	
<b>DATE</b>	<b>MEETING AGENDA</b>
10/15/20	Joint PC/CC Review of Engagement Plan
Nov/Dec/Jan	Results of Background Document Review/EOA, BLI, etc
June 2021	Hearing process

DRAFT



## CITY COUNCIL Agenda Item Summary

**Meeting Date:** September 09, 2020

**Staff:** K. Prosser

**Type:** Regular Meeting

**Dept:** CMO

**Subject:** Discussion of Public Art Policy and Guidelines

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**Action Requested:** Direction to move forward with adoption of the Public Art Policy and Guidelines.

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**Summary Points:**

In 2019 Council gave staff direction to explore a Public Art Policy. Staff has reviewed policies of several cities that have successful art in public places programs to develop these guidelines and has been working with legal counsel to establish this policy.

Installing public art around the Sisters Downtown Commercial zone is part of the Prosperous Focus in the Sisters Country Vision. To move the programs outlined in the Vision forward, the City needs a foundational policy we can build upon.

The attached document addresses maintenance, acquisition, temporary exhibits, deaccessioning works of art and donations. These guidelines allow the City flexibility in either developing an Art in Public Places program in house or working with outside entities as staff time and funding allows.

Staff is requesting Council's input on the proposed guidelines and direction to move forward on adoption of the policy.

**Financial Impact:**

The City has budgeted \$10,000 in Fiscal Year 2020/21 for the arts and \$8000 for the installation of pedestals.

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**Attachments:** Draft Public Art Policy and Guidelines

# CITY OF SISTERS PUBLIC ART POLICY AND GUIDELINES

September \_\_, 2020

- Section 1. INTRODUCTION**
- Section 2. MAINTENANCE OF THE PUBLIC ART COLLECTION**
- Section 3. ACQUISITION OF ARTWORK**
- Section 4. TEMPORARY EXHIBITION OF ARTWORK**
- Section 5. DEACCESSIONING ARTWORK**
- Section 6. PUBLIC ART DONATIONS AND MEMORIALS POLICY**

## **1. INTRODUCTION.**

1.1 Purpose. The City of Sisters' ("City") public art collection represents a cultural, recreational, and educational resource that is held in trust for the public. The City of Sisters Public Arts Policy and Guidelines (the "Policy") establishes guidelines and minimum standards that City will apply in the development and maintenance of its public art collection.

1.2 Definitions. Unless the context requires otherwise, when used in this document the following terms and phrases have the meanings assigned to them below:

"Accession" means the process of adding artwork to City's permanent public art collection.

"City Council" means the then-appointed City of Sisters City Council.

"City Manager" means City's then appointed city manager and/or his or her designee.

"Deaccession" means the process by which artwork is permanently removed from City's permanent public art collection.

"Exhibition Period" has the meaning assigned to the term in Section 4.2 of this Policy.

"Public Art" means artwork that is in the public realm, regardless of whether it is situated on public or private property or whether it has been purchased with public or private money.

## **2. MAINTENANCE OF CITY'S PUBLIC ART COLLECTION.**

2.1 Cataloging the Collection. City will maintain a current list of all holdings in City's collection, detailing all pertinent information, including, without limitation, title, artist, medium, accession date, and placement location.

2.2 Periodic Review. City will conduct a biannual review of all holdings in City's public art collection. During this review, staff will inventory City's public art collection, examine the condition of each work to determine restoration or preservation needs, and examine the display and/or storage conditions of each work. The review may periodically include an estimate the value of each work for insurance coverage and the City's fixed asset inventory in the discretion of the city manager.

2.3 Maintenance of the Collection. City will perform and/or obtain the services of a professional to perform repairs, cleaning, labeling and other services related to the maintenance of City's public art collection. Such services will be performed to the extent deemed necessary to maintain City's public art collection in good repair in the discretion of the city manager.

2.4 Maintenance Instructions. When City purchases artwork, City will require the artist to submit a maintenance plan and instructions to be kept on file by City. The instructions will contain a description of the materials used for the artwork, the recommended cleaning methods, and a timeline and plan for regular maintenance of the artwork.

2.5 Placement of Artwork. While it is City's intent that site-specific artwork remain at the site for which it was created, City may relocate artwork if circumstances dictate. City will make reasonable efforts to notify the artist and/or donor of the artwork in advance of the relocation.

### **3. ACQUISITION OF ARTWORK.**

3.1 Required Criteria. All artwork selected for inclusion in City's public art collection shall meet all the following criteria:

3.1.1 Clear Title. Artwork which passes to City by title shall be transferred with clear title. Artwork purchased by City shall be accompanied by a formal bill of sale from the owner and/or artist. Artwork gifted, donated, deeded, and/or contributed to City shall be accompanied by a deed of gift.

3.1.2 Restrictions. Artwork accessioned by City shall not have attendant restrictions. However, City will make reasonable efforts to acknowledge artists and donors of the artwork.

3.1.3 Reflects Community Values. City reserves the right not to select artwork that does not reflect the values of the community as determined by the city manager.

3.1.4 Original Artwork and Authentication. Unless otherwise approved by City Council, only original artwork will be accessioned into City's public art collection. Unauthorized copies or reproductions are not acceptable. When the authenticity of artwork could reasonably be questioned, City shall make reasonable efforts to authenticate the artwork before accession.

3.1.5 Suitability. City shall only accept artwork that City, in the city manager's discretion, reasonably believes can be adequately and safely displayed, maintained, and reasonably secured within City's financial confines and in the foreseeable future. All artwork must be reviewed by City and deemed appropriate before accession.

3.2 Desired Attributes. City shall consider the following desired attributes in considering selection of artwork for inclusion in City's public art collection:

3.2.1 Artistic Excellence. Artwork selected for City's public art collection should represent the skill and competence of the originator and should be an example of artistic excellence.

3.2.2 Variety of Media, Styles, and Techniques. Subject to the suitability requirements set forth in Section 3.1.5, artwork selected for the collection should, if possible, broaden the range of media and techniques represented in the collection.

3.2.3 Represents Artists of Varying Acclaim. City should strive to ensure that its public art collection represents artwork from a wide range of artists of varied public status.

3.2.4 Value. The price of any artwork proposed to be accessioned into City's public art collection should represent a responsible investment for City's public art collection. City may consult with an art consultant and/or appraiser to authenticate and verify the market value of artwork being accessioned into City's public art collection.

3.2.5 Selected for Specific Site. Major works of art should be selected taking into consideration the final display site for the artwork. Considerations should include, without limitation, how well the work fits the intended space and environment.

3.3 Methods of Accession. When funds become available to accession artwork, and subject to City's Public Contracting Code, City may accession artwork by open competition, artist invitation, and/or direct purchase. In addition, artwork may be added to the public art collection through a direct contribution of artwork or funds to purchase or commission artwork. City, in city manager's discretion, will determine the method of accession.

3.3.1 Open Competition. In open competition, any artist is invited to submit artwork or delineated proposals for consideration. A "Call to Artists" will be promoted within a designated region (local, regional, national, etc.) inviting all artists within the region to submit a proposal. The competition may be held for a single work, a single site, or several sites or works. City will evaluate submissions and select the artwork and/or proposal that best fits the criteria and needs of the site(s). City may decide that no submission meets the criteria and/or is suitable. For competitions held to populate several sites, this means that one or more sites may go unfilled. City may choose to leave the site vacant and add that site to the list of potential future accessions.

3.3.2 Direct Purchase. City may choose to purchase a work of existing art directly from a gallery, dealer, and/or from a private individual and/or artist.

3.3.3 Artist Invitation. City may choose to invite one or more artists to submit proposals to create a work for a specific site. City should work closely with the selected artist from the beginning of the project, making clear the applicable criteria. The artist should be asked to submit proposal sketches or models to City for approval before beginning the final work and to provide City with opportunities to periodically view the work throughout the various stages of completion to ensure the criteria are met.

3.3.4 Donations. At times, civic-minded citizens may wish to contribute to City's public art collection. They may do so by directly contributing funds to purchase artwork, commissioning artwork and then donating it to City, and by directly contributing artwork to City's public art collection. (See Section 6 of this Policy for additional detail regarding donated artwork).

3.4 Process for Accessioning Artwork. City will oversee the development of goals and processes for the selection, placement, and maintenance of public art projects in City. In initiating the public art project City will: (a) confirm the total project budget available for the purchase of services and artwork, including installation costs; and (b) identify a site for the final location of art or the project where an artist may be included on the design team. If City is considering a site in the public right of way, all appropriate City departments must be consulted before the site is finalized.

3.5 Artist Selection Criteria. Artists will be selected based on their qualifications, as demonstrated by past work, appropriateness of the proposal to the project, and the probability of the proposal's successful completion as determined by City. In selecting artists and artwork, City will select those artists and works of art which have the highest aesthetic quality, and those that fulfill the purpose of City's art selection criteria as outlined in Sections 3.1 and 3.2 of this Policy. In all cases, consideration will be given to materials, construction, durability (long or short-term depending on the intended life of the artwork), maintenance, public access, and safety. City may choose to utilize a "pre-qualified list" of public artists instead of open competition to simplify the selection process.

3.6 Artist Contracts. City will enter into a contract any time an artist is hired to perform services for the City, including, without limitation, participating on a design team, or selling and/or creating artwork. The contract will define, among other things, the scope of the work for artist's services and payment procedures for the purchase or commissioning of a work of art.

#### **4. TEMPORARY EXHIBITION OF ART.**

4.1 General. City may contract with an artist, gallery, or association for the temporary exhibition of artwork on sites that may be dedicated for that purpose or intended for a future work of art through accession.

4.2 Exhibition Period. The term of temporary placement will be two years (the "Exhibition Period"). If City and the artist, gallery, or association desire and agree, the work may remain for a second two-year term. No temporary exhibition will remain in place longer, absent unusual circumstances. City may, with or without cause, decline or terminate the exhibition of the artwork at any time.

4.3 Selection Process. The criteria for selection of artwork for a temporary exhibition will be the same criteria applied to the selection of accession artwork as set forth in Sections 3.1 and 3.2 of this Policy.

4.4 Installation and Removal. The artist will agree to transport and install the artwork. The artwork will remain the property of the artist unless sold. If sold, the artist will replace the artwork, through the above selection process, at the time of removal. At the end of the Exhibition Period, the artist will remove the artwork from the site, leaving the pedestal, if applicable, and all other aspects of the site in the same condition as existed before installation. Transportation to the site, proper installation, proper de-installation, proper removal from the site, and all associated costs and expenses will be the responsibility of the artist.

4.5 Maintenance and Insurance. During the Exhibition Period, City will be responsible for the reasonable maintenance of the work. The artist will be contacted in the event of any need for

cleaning beyond soap and water. City may help with maintenance procedures, at the discretion of the city manager. City will take reasonable steps to utilize the maintenance procedures designated by the artist. City will ensure the work against damage or loss in an amount to be established by the parties in writing. City's obligation to provide insurance is solely for the duration of the Exhibition Period and only while the work is located at the site, excluding installation and removal. City will have no liability for damage or destruction that may occur during transportation to or from the site, during installation, or during removal.

4.6 Compensation. City may pay the artist, gallery, and/or association a total honorarium in an amount to be determined by City for each Exhibition Period of the work.

## **5. DEACCESSIONING WORKS OF ART.**

5.1 Deaccessioning Artwork. Upon the recommendation of City staff, the City Council shall be responsible for determining whether to deaccession artwork and the method of disposition.

5.2 Criteria for Deaccessioning. City may recommend that the City Council consider the deaccessioning of artwork for one or more of the following:

5.2.1 The artwork is not on display or is rarely on display because of the lack of a suitable site.

5.2.2 The condition or security of the artwork cannot be reasonably guaranteed.

5.2.3 The artwork has been damaged or has deteriorated, and repair is impractical or not feasible.

5.2.4 The artwork endangers public safety.

5.2.5 In the case of site-specific artwork, the artwork is destroyed by severely altering its relationship to the site.

5.2.6 The artwork has been determined to be significantly incompatible or inferior in the context of City's public art collection.

5.2.7 City wishes to replace the artwork with the artwork of more significance by the same artist.

5.2.8 The artwork requires excessive maintenance or has faults of design or workmanship.

5.2.9 There has been sustained and overwhelming public objection to the artwork.

5.3 Disposition of Artwork. Whenever City recommends the removal of artwork from City's public art collection, it shall also make a recommendation to City Council regarding the proposed disposition of the artwork. The disposition may include:

5.3.1 Sale or Trade. Artwork removed from City's public art collection may be sold or

traded in a manner approved by the City Council (e.g., auction, gallery, resale, direct bidding). The artist of the artwork, the artist's family, or the artist's estate will be given the first option to purchase or trade the artwork. Trade may be through the artist, a gallery, a museum, or other institutions for one or more works of art of comparable value. No artwork shall be sold or traded to a public official of City or City staff except through a public sale process. Proceeds from the sale of artwork shall be designated for use by City to acquire additional artwork.

5.3.2 Destruction. Destruction of artwork that is deteriorated or damaged beyond repair and deemed to be of negligible value.

5.3.3 Donation. Donation of the artwork to a non-profit organization or otherwise disposed of as the City Council deems appropriate.

## **6. PUBLIC ART DONATIONS AND MEMORIALS POLICY.**

6.1 Selection. In addition to City financial support, the public art collection may grow through the gifts of private citizens and corporations. City strives to follow a consistent and fair process for considering public art donations and memorials. The artwork selection criteria outlined in Section 3 of this Policy will be applied when considering public art donations.

6.2 Site Review. Donated artwork, memorials, and permanent pieces, whether located on the interior or exterior of a City-owned building, will be recommended to the city manager for review of site location and approval before making a recommendation to City Council. Anyone wishing to donate or sponsor a donation of artwork to City should contact the city manager to discuss the review and acceptance process for donated artworks.

6.3 Acceptance and Acquisition Procedures. City will consider gifts of art for placement at a public site with the understanding that minimal civic funds will be required for production, siting, and installation of the work. Donors may be required to deposit funds with City to provide for maintenance of the artwork.

### 6.4 Donation Request Process.

6.4.1 Proposal Submission. A donor wishing to donate artwork shall submit a written proposal to the city manager containing (a) a brief statement of purpose from the artist; (b) drawings, photographs and/or models of the proposed work, including scale and materials; (c) the artist's resume and any additional supporting material; (d) a detailed summary of projected required annual maintenance; (e) the estimated value of the artwork for insurance purposes; (f) a timeline for the donation; and (g) any special stipulations or requests that the donor wishes to include as part of the donation criteria.

6.4.2 City Manager Review. Once the proposal is received, the city manager will review the proposal to determine if the artwork proposed to be donated meets the selection criteria and the current goals and objectives for City's public art collection. If additional information or clarification is needed, City will contact the donor and request the needed details. The additional information will be due within two (2) weeks of City's request unless otherwise agreed by City and the donor.

6.4.3 Development Director Review. If the city manager approves the proposal, it will be forwarded to the Sisters Community Development Director or designee (“development director”) who will work with all appropriate city departments to address issues of public safety, installation, maintenance, finances, etc.

6.4.4 City Council Determination. Upon completion of the development director’s review, City staff will present the proposal to the City Council along with the findings and recommendations of the city manager and the development director for a determination on acceptance of the donation.

6.5 Letter of Agreement. If the proposal is approved by the City Council, the donor and City will enter into a memorandum of agreement detailing the conditions of acceptance of the donation, including, without limitation, recommendations regarding (a) site selection and design; (b) maintenance requirements; (c) a completion calendar; (d) insurance requirements; (e) budget, including maintenance reserve; (f) expected life of the artwork, and how long the piece will be displayed; and (g) if a temporary work of art, the anticipated removal procedures.



## CITY COUNCIL Agenda Item Summary

**Meeting Date:** September 9, 2020

**Staff:** N. Mardell & C. Misley

**Type:** Workshop

**Dept:** CDD & CMO

**Subject:** Discussion of Amendment to Short-Term Rental (STR) Code broadening eligibility for Hardship Exemptions

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**Action Requested:** Direction to move forward with code amendment to provide additional grounds for hardship exemptions stemming from disease, war, riot, epidemic, act of god, and/or other natural disaster, including, without limitation, wildfire.

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### Summary Points:

Currently under Sisters Development and Municipal Codes the failure to operate a STR for any period of 365 days is deemed abandonment of the use and grounds for denial, suspension, and/or revocation of the STR license unless the City issues a temporary hardship exemption. Based on the language adopted in the Code in 2018 it does not allow for a temporary hardship exemption outside of a medical condition, death, or structural integrity issue (see below). Given COVID-19, the City should consider amending the code to avoid punitive damage to a STR operator who has chosen to not (or chooses not to) rent during this pandemic. Furthermore, the proposed additional language allows for other instances such as natural disaster that may impact a STR operator meeting the criteria to rent within 365 days.

The new draft language to be included in the code is in bold below:

*Amendment. SDC 2.15.2700(H)(3) is amended to read in its entirety as follows:*

*"3. Temporary Hardship Exemption.*

*a. A temporary hardship exemption from this section may be granted by the Community Development Director, in the Community Development Director's sole discretion. To apply for a hardship, the applicant must complete the form prescribed by City and submit proof, acceptable to City, that:*

- i. A medical condition of the owner, spouse, domestic partner or immediate family member that jeopardizes the ability of the owner to operate the short-term rental;*
- ii. The death of a spouse, domestic partner or immediate family member that jeopardizes the ability of the owner to operate the short-term rental; or*
- iii. The structural integrity of the short-term rental renders it uninhabitable for tenants and the owner is taking reasonable measures to repair or replace the short-term rental.*
- iv. The operator cannot reasonably operate the short-term rental due to disease, war, riot, epidemic, act of god, and/or other natural disaster, including, without limitation, wildfire.***



## CITY COUNCIL

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# Agenda Item Summary

*b. The Community Development Director shall establish the duration of the temporary hardship exemption, but such duration shall not exceed 180 days. A one-time extension of the temporary hardship exemption, not to exceed 180 days, may be approved upon request if one of the conditions of subsection (H)(3)(a) of this section continues to apply."*

**Financial Impact:** N/A

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**Attachments:** N/A

WORKSHOP MEETING MINUTES  
SISTERS CITY COUNCIL  
520 E. CASCADE AVENUE  
AUGUST 12, 2020

**MEMBERS PRESENT:**

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

**STAFF PRESENT:**

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

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

**1. Update of Creekside Bridge Project.**

City Manager Misley reviewed the Creekside Riparian Project included retrofitting the existing ramps to the pedestrian bridge in Creekside Park to meet current ADA requirements. The original design, Option A, from Henderson Engineering, had a larger price tag than anticipated at about \$130,000. Staff was able to value engineer an Option B, which had a straight-forward design and an estimated cost of \$77,000.

City Manager Misley noted an existing Oregon Parks and Recreation Department (OPRD) grant would fund about \$48,000 of the work. The City had received an extension to the original grant until December 31, 2020. The staff took the two options to the City Parks Advisory Board (CPAB), and they unanimously chose Option B.

Mayor Ryan asked about the difference in designs on the two options. Director Bertagna replied Option A was a V shape with a curved ramp designed to not extend as far into the park. Option B had less turns and would extend approximately 15-20 feet further into the park than the existing bridge.

Council President Connolly noted the original goal was to make the bridge ADA compliant, and option B was the direct approach. She noted the bump-outs on the bridge were included in Option B. City Manager Misley stated we needed to accomplish the ADA piece as soon as possible.

Councilor Preedin said with no more large events in the park; the longer ramp should not be an issue. Councilor Blum said if the CPAB was comfortable with the plan, she thought staff should move forward.

Council directed staff to move forward with Option B.

## **2. Discussion of Draft Resolution Rejecting Hateful Acts**

City Manager Misley explained over the past several month's staff had received comments and questions relating to the national conversation on racial and social equity. In being responsive to these issues, staff had developed a draft resolution that was inclusive of many social justice issues. Staff was ultimately looking to see if the Council would like to move this resolution forward.

Council President Connolly thought we as a City and Council did not do a good job of telling the community what we were doing and how we did it. She thought we were inclusive, but the community did not see that; this resolution showed we understand our community values. She noted this also led back to goals in the Vision.

Councilor Preedin thought, as a Council, we were here to take the lead on policy. He liked that there was no mention of organizations or symbols; we did not play favorites with anybody or judge anybody. It was evident we were welcoming, protecting, and serving the community and visitors. He thought this was a clear, concise message, and he was for moving the resolution forward.

Councilor Blum said it was short and precise; it was just right.

Councilor Esterman thought it was a good idea to move forward with the resolution. It would remind people that the United States welcomes all walks of life.

Mayor Ryan thought the title could be changed; hateful acts was a strong term. He thought we could be more proactive and forward-thinking. No hateful acts had occurred in the City, and because of the title, people might assume there was an issue. City Manager Misley said staff would come back with a new title for the resolution.

## **3. Other Business**

City Manager Misley reviewed the July/August Status Memo. City Manager Misley noted Staff would be preparing a memo similar to this for the Planning Commission in the next several months.

Councilor Blum asked that the building permit activity include a year-over-year comparison.

Finance Department: Director O'Neill

- Water start and stop services were at 47 last month, which was an indicator of growth.

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- All of the transient room tax data from July was not in, but Staff thought the numbers would be in line with July 2019.
- The Campground had shown an increase in July.
- The auditors would be doing their fieldwork remotely due to COVID-19.

Public Works: Director Bertagna

- A request for quotes for downtown snow removal had been released and were due August 26<sup>th</sup>.
- Staff was having pre-construction meetings with Abbas for Well #4
- The aeration implementation was underway and, when complete, would increase the ability to treat wastewater.

City Recorder Prosser reviewed the process for Community Grant allocation and disbursement. Council discussed how to define operating expenses for future grant applicants. A line would be added to this year's acceptance letter to remind the recipients that funds could not be used for general operating expenses, including payroll.

The meeting adjourned at 6:30 pm.

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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  
Kerry Prosser        City Recorder

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

The meeting was called to order by Mayor Ryan at 6:37 pm.

**II ROLL CALL**

City Recorder Prosser took roll call, and a quorum was established.

**III APPROVAL OF AGENDA**

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

**IV VISITOR COMMUNICATION-None**

**V CONSENT AGENDA**

- A. Minutes
  - 1. August 12, 2020- Regular
  
- B. Bills to Approve
  - 1. August 21, 2020- Accounts Payable
  
- C. Accept the Public Improvements for ClearPine Phase V.

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

**VI COUNCIL BUSINESS**

- A. **Discussion and Consideration of Resolution 2020-28: A RESOLUTION OF CITY OF SISTERS PROMOTING INCLUSION IN OUR COMMUNITY.**

*Council President Connolly moved to adopt Resolution 2020-28. Councilor Blum seconded the motion. The motion carried 5-0.*

- B. **Discussion and Consideration of a Motion to Award Community Grant Funds for Fiscal Year 2020/21.**

*Council President Connolly moved to award community grants to:*

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<i>Organization</i>	<i>Amount</i>
<i>Advocate for Life Skills &amp; Opportunities</i>	<i>\$1,063</i>
<i>Age Friendly Sisters Country</i>	<i>\$630</i>
<i>Assistance League of Bend</i>	<i>\$888</i>
<i>Citizens 4 Community</i>	<i>\$625</i>
<i>Circle of Friends</i>	<i>\$1,830</i>
<i>Family Access Network (Sisters)</i>	<i>\$900</i>
<i>Family Access Network (Sisters)</i>	<i>\$3,300</i>
<i>Furry Friends</i>	<i>\$1,800</i>
<i>Heart of Oregon Corp</i>	<i>\$1,900</i>
<i>Kiwanis of Sisters</i>	<i>\$1,250</i>
<i>Seed to Table Oregon</i>	<i>\$1,360</i>
<i>Silent Echo Theater Company</i>	<i>0</i>
<i>Sisters Farmers Market</i>	<i>\$2,500</i>
<i>Sisters Folk Festival</i>	<i>\$1,925</i>
<i>Sisters Outdoor Quilt Show</i>	<i>\$5,150</i>
<i>Sisters Science Club</i>	<i>\$750</i>
<i>SMART</i>	<i>\$440</i>
<i>SOAR</i>	<i>\$3,625</i>
<i>Sisters Outdoor Leadership Exp. (SOLE)</i>	<i>\$820</i>
<i>Three Sisters Historical Society</i>	<i>\$1,400</i>
<i>Together for Children</i>	<i>\$1,750</i>
<i>VFW Post 8138 (Sisters)</i>	<i>\$580</i>
<i>Warfighters Outfitters Inc.</i>	<i>\$2,200</i>
<i>Wellhouse Church/Wellhouse Market</i>	<i>\$1,500</i>
<i>Wellspring Preschool</i>	<i>0</i>

*Councilor Preedin seconded the motion. Mayor Ryan, Council President Connolly, Councilor Blum, and Councilor Preedin voted aye. Councilor Esterman voted nay. The motion carried 4-1.*

**C. Discussion and Consideration of a Motion** to Approve an Affordable Housing Grant Agreement between Sisters Habitat for Humanity and City of Sisters for \$6,627 and Authorize the City Manager to Execute the Agreement.

City Manager Misley reviewed this would be the first grant awarded under the Affordable Housing Grant Program. He explained Habitat for Humanity had amended their request after receiving System Development Charges funds on six of their proposed homes from another source. This grant would pay for transportation and park System

Development Charge's on three Habitat homes. City Manager Misley noted the affordability term on these properties was ten years.

*Councilor Preedin made a motion to approve an affordable Housing Grant Agreement between Sisters Habitat for Humanity and City of Sisters for \$6,627 and authorize the City Manager to execute the agreement. Councilor Esterman seconded the motion. The motion carried 5-0.*

**D. Discussion and Consideration of a Motion to Approve a Memorandum of Understanding between the Sisters School District and City of Sisters for Right-of-Way Acquisition for the Locust/Hwy20 Roundabout Subject to Legal Review and Revision and Authorize the City Manager to Execute the Agreement.**

City Manager Misley said after a review with Oregon Department of Transportation (ODOT) and our legal counsel, Staff thought it would be prudent to start the acquisition process with a System Development Charge Reimbursement Agreement instead of a Memorandum of Understanding. The agreement proposed the City would cover the cost of the System Development Charge's for the Sisters School District (SSD) Bus Barn project and in lieu, SSD would reduce the amount they were willing to sell the property needed for the Locust/20 Roundabout by the amount of the System Development Charges. This agreement would memorialize the conversation with the School District. The next step would be going through the acquisition process for the property.

Mayor Ryan asked who drove this agreement. City Manager Misley replied it was a joint effort between ODOT, SSD, and our attorney. Our attorney drafted the agreement.

Councilor Preedin thought this was another small step that got us closer to building the roundabout.

*Council President Connolly made a motion to approve a System Development Charge reimbursement agreement between the Sisters School District and City of Sisters in the amount of \$34,514.72 subject to legal review and revision and authorize the City Manager to execute the agreement. Councilor Preedin seconded the motion. The motion carried 5-0.*

## **VII OTHER BUSINESS**

### **A. Staff Comments**

City Recorder Prosser said five candidates were running for City Council in the general election. Their names were posted on our website under elections.

Director O'Neill reviewed a conditional offer had been accepted for the Community Development Director position. If all went well, the candidate was expected to start on September 21<sup>st</sup>.

Director O'Neill said Transient Room Tax had been strong in July with \$105,000 collected.

Director Bertagna explained Staff was collecting traffic data throughout the City and transferring the information to our traffic engineer. They had already made some subtle adjustments on some streets based on the information collected. He said they were sending the reports to Lt. Bailey to distribute to his deputies.

City Manager Misley said Staff would update Council on department workplans and Council goals in an early fall workshop. He asked that Council be prepared for additional meetings as we began work on the Comprehensive Plan.

City Manager Misley said we would be looking at our nuisance codes and see how the Sheriff could help us enforce the code. He thought we would utilize the full capacity of the Sheriff's contact and lean into them over the next year and beyond. Mayor Ryan thought the capacity was there for them to help in a lot of areas.

City Manager Misley noted Staff would be bringing some adjustment to the employee handbook to Council regarding staff vacation time and how long it could be banked.

#### **VIII MAYOR/COUNCILOR BUSINESS**

Council President Connolly asked what the guidelines were for speaking with residents about a possible Urban Growth Boundary (UGB) expansion and the Comprehensive Plan. City Manager Misley responded Staff would be getting a FAQ sheet out regarding the Comprehensive Plan process; there were some hard boundaries set by the State that we would have to follow. City Manager Misley recommended Councilors meet one-on-one with Sr. Planner Mardell to learn about the process. He thought any individual conversations with citizens at this stage were fine; he did not think there were any conflicts of interest.

Councilor Preedin attended the Key Ceremony for the three families who were able to move into the First Story, affordable homes, built in the McKenzie Meadows subdivision. He said it was a very moving experience, and he was proud of our town for helping with affordable housing. Councilor Blum noted it was great when you got to see the end result and the impact after all the work that was put into these projects.

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Mayor Ryan thanked the first responders and firefighters who were on the Green Ridge fire. It was ominous, and they had really taken control of the fire.

**IX ADJOURN:** 7:10 pm.

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Kerry Prosser, City Recorder

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Chuck Ryan, Mayor

WORKSHOP MEETING MINUTES  
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**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
Kerry Prosser	City Recorder

**GUESTS:**

William Bailey	Lieutenant Deschutes County Sheriff Office (DCSO)
Chad Davis	Lieutenant DCSO

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

**1. Sheriff Update**

Lt. Bailey introduced Lt. Chad Davis, who was applying for the open Lieutenant position. Lt. Davis said he was excited to apply for the Sisters position and establish a community relationship.

Lt. Baily said the three deputy positions would be in place by September 14<sup>th</sup>, and the permanent Lieutenant position would be filled in early 2021. He thought the City vehicles would all be ready by September 14<sup>th</sup>. He noted all of the deputies were excited to serve in Sisters, and two of the three were local.

Mayor Ryan asked if any changes were happening at the sub-station. Lt. Bailey replied they were looking at structural plans this year and the internal office space in 2021. Mayor Ryan reviewed there had been a lot of vandalism last summer and wondered if DCSO had seen much this year. Lt. Bailey noted they were currently working on one case at a construction site.

Councilor Blum asked about office support at the sub-station. Lt. Bailey responded Leanne Young would continue to support the deputies; the office was open 8 am-5 pm weekdays unless Ms. Young was on vacation. Councilor Blum asked what number they preferred citizens to call. Lt. Bailey noted there were three methods; 911, the non-emergency line, and the sub-station (during open hours). He said the non-emergency and 911 were the best way to contact the department.

Council President Connolly asked if the content of non-emergency phone calls could be on the monthly report. Lt. Bailey said he was working with City Manager Misley on what

information should go into the monthly report. He was currently putting together a report about community contacts that was in the draft form.

Councilor Preedin asked if DCSO was having discussions about civil unrest and preparing if it spilled into Central Oregon. Lt. Bailey said there was an internal discussion on the topic, but most local protests had been peaceful. He said DCSO respects people's rights to peacefully protest, but they did not condone violence or criminal mischief. Lt. Bailey said they had teams that could activate if needed. He said there were no issues at the weekly local protests in Sisters.

City Manager Misley reviewed staff and the new lieutenant would begin working on the strategic plan at the first of the year. He said we would work with each other to develop plans to deal with potential issues. He noted there had been interest in the community to meet the new deputies; C4C had proposed hosting a socially distanced meet and greet. Lt. Bailey replied the Sheriff was on board with this idea. He thought DCSO would also host an "open parking lot" at the sub-station for the community to meet the new deputies.

City Manager Misley said that Lt. Bailey was scheduled to come to the second workshop every month to update Council.

## **2. Discussion of Community Grant Allocation**

City Recorder Prosser reviewed we had received 25 community grant applications with funding requests of over \$94,000. She explained Staff took the Council's input and averaged the funds they had tentatively allocated to each applicant. Any application that did not receive at least three Councilors' support was automatically eliminated. Only one application was not included in the combined numbers.

Councilor Blum and Council President Connolly thought there were requests on the list that did not qualify for funding. Councilor Blum stated the Kiwanis application said they would give the money to other non-profits; she was concerned the City may have already given grant funds to these programs. Council President Connolly agreed.

Councilor Blum thought Silent Echo theater did not fit within the qualifications. Council President Connolly thought the Silent Echo Theater target audience was very small and withdrew her support for Silent Echo Theater.

Councilor Blum said SOAR had a great program and needed resources, but they asked us to fully fund their program; we did not fund programs for other entities. She did not think they met the criteria for the grant. Council President Connolly thought SOAR was

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supporting at-risk youth, and that was one of our criteria. She visited SOAR and was impressed with the afterschool program they were trying to implement; their target was at-risk youth after school programming. Councilor Blum noted grant funds could not be used for operating expenses. Mayor Ryan thought SOAR was asking us to support the whole program, and he did not agree with the full amount. He said they had the ability to raise their own funds.

Councilor Blum said we wanted to make sure the programs we supported could continue without us. She thought we could help with the special projects, but the applicants operational funding needed to be in place.

Council President Connolly had called FAN and asked about the Assistance League of Bend's program, and Fan said they worked with them to identify the local kids that needed help.

Council President Connolly had concerns with the C4C application, as the school district had been working on their own Diversity, Equity, and Inclusion (DEI) programs within each school this summer. The school was not aware of anyone partnering with them on this initiative.

Council President Connolly looked at the good the Kiwanis did in the community and was not worried about funding them.

Council President Connolly thought the Wellspring foodbank was serving an older clientele than the other food bank, and she was supportive of funding the grant.

Councilor Esterman thought if the Kiwanis were giving funds away to another non-profit, he did not think they should be funded, but he was supportive if they were using it for something else. Councilor Esterman thought the Sisters Farmer's Market, Sisters Outdoor Quilt Show, and the Sisters Folk Festival were all applying for operating expenses. He had a problem with all three of the applicants. They were asking us to subsidize event fees, which were operating expenses.

City Recorder Prosser reviewed that operating expenses were not well defined in the community grant policy; it was up to Council to determine what they considered operating expenses.

Council President Connolly clarified that instead of the previous non-profit rate, which was minimal, we said they could apply for a grant to offset the fee. Councilor Blum remembered discussing not having a lower fee for non-profits on our event fee schedule

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but encouraged them to request funds from the community grant program to offset their costs.

Councilor Preedin said that overall, any money we gave these non-profits, even if it did not go directly to operating expenses, helped with operating expenses because it was less money they had to spend. He thought in the spirit of giving, we had to review their applications and ask questions, but we needed to give these organizations grace; we knew these groups did good work. He was good with all of his choices.

Mayor Ryan asked if any Councilor, other than Councilor Esterman, had issues with funding the Sisters Farmers Market, Sisters Outdoor Quilt Show, and Sisters Folk Festival. Councilor Preedin, Council President Connolly, Councilor Blum, and Mayor Ryan did not have a problem with funding those applicants.

Councilor Esterman said if they had asked for funds for other programs, he would not have an issue, but they were asking for routine operating expenses. Mayor Ryan said because of COVID-19, he thought it was an exception year. Councilor Preedin thought next year; we needed to identify what was okay regarding operating expenses. Councilor Blum said historically, grants were meant for those who needed a little extra help to move projects forward, not to be part of a yearly budget. The funds were not guaranteed every year. She did not want organizations to go under if our grant program went away.

Councilor Blum asked if we would have any grant money to pass on to businesses who had COVID-19 related expenses that could not be reimbursed. City Manager Misley replied we had deferred to Central Oregon Intergovernmental Council (COIC) to find and administer funds.

Council discussed if Kiwanis, Silent Echo Theater, and SOAR were qualified to receive grant funds. Council agreed to fund Kiwanis and SOAR.

Councilor Blum asked what we should do if we allocated funds, and the program did not materialize. Councilor Preedin said as long as we trust the organization, we should let them move forward.

Council discussed whether they should allocate \$38,185 or \$34,080, leaving a larger portion in reserve.

Councilor Esterman would like to leave funds in reserve and wanted to allocate the lower amount.

Councilor Esterman stated if you were making exceptions on routine operating expenses for COVID-19, then you would have to make exceptions for everybody that asks anything for COVID-19. Mayor Ryan thought next year we would have to define operating expenses.

Council President Connolly said in the past; it had become a logistic mess for Council and Staff to deal with when we left a reserve. She favored a hard deadline on the applications and would like to allocate the higher amount.

Mayor Ryan asked City Manager Misley his thoughts about leaving a reserve. City Manager Misley replied we advertised this program, and the community knew we did this annually; he thought entities needed to turn in applications on time. He said when we made the budget allocation for this program, we made it to be spent, not to reserve a portion. City Manager Misley recommended if the asks were sufficient, Council should fully fund them.

Mayor Ryan, Council President Connolly, Councilor Preedin, and Councilor Blum gave a head not to allocate the higher amount.

### **3. Other Business**

The meeting adjourned at 6:31 pm.

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Kerry Prosser, City Recorder

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Chuck Ryan, Mayor

PACKET: 03097 9/9/2020 AP KK  
 VENDOR SET: 01 CITY OF SISTERS  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-1185		ADVOCATES FOR LIFE SKILLS AND					
I-09012020		20/21 COMMUNITY GRANT	1,063.00				
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020		1099: N			
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT		1,063.00
=== VENDOR TOTALS ===			1,063.00				
01-1186		AGE FRIENDLY SISTERS COUNTRY					
I-09012020		20/21 COMMUNITY GRANT	630.00				
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020		1099: N			
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT		630.00
=== VENDOR TOTALS ===			630.00				
01-1141		ANDERSON PERRY & ASSOCIATES, I					
I-69002		WA1904 WELL 4 SERVICES	630.00				
8/26/2020	AP-US	DUE: 8/26/2020 DISC: 8/26/2020		1099: Y			
		WA1904 WELL 4 SERVICES		11 5-00-906	CAPITAL OUTLAY		630.00
I-69004		MAPPING/GIS SERVICES	405.30				
8/26/2020	AP-US	DUE: 8/26/2020 DISC: 8/26/2020		1099: Y			
		MAPPING/GIS SERVICES		01 5-07-726	CONTRACTED SERVICES		101.33
		MAPPING/GIS SERVICES		02 5-00-726	CONTRACTED SERVICES		101.33
		MAPPING/GIS SERVICES		03 5-00-726	CONTRACTED SERVICES		101.33
		MAPPING/GIS SERVICES		05 5-00-726	CONTRACTED SERVICES		101.31
=== VENDOR TOTALS ===			1,035.30				
01-0018		BAXTER AUTO PARTS					
I-28-661761		BULBS	6.30				
8/24/2020	AP-US	DUE: 9/15/2020 DISC: 9/10/2020	0.13CR	1099: N			
		BULBS		01 5-03-796	VEHICLE MAINTENANCE		1.26
		BULBS		01 5-05-796	VEHICLE MAINTENANCE		1.26
		BULBS		02 5-00-796	VEHICLE MAINTENANCE		1.26
		BULBS		03 5-00-796	VEHICLE MAINTENANCE		1.26
		BULBS		05 5-00-796	VEHICLE MAINTENANCE		1.26
I-28-662126		LUBRICANT,BELT	47.49				
8/28/2020	AP-US	DUE: 9/15/2020 DISC: 9/10/2020	0.95CR	1099: N			
		LUBRICANT,BELT		05 5-00-795	SUPPLIES		47.49
=== VENDOR TOTALS ===			53.79				

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NET: 03097 9/9/2020 AP KK  
 ORDER SET: 01 CITY OF SISTERS  
 SORT SEQUENCE : ALPHABETIC  
 TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
<b>0716 BI-MART CORPORATION</b>						
8/27/2020	AP-US	MOUSE,MOUSE PAD	22.98	1099: N		
		DUE: 8/27/2020 DISC: 8/27/2020		01 5-05-795	SUPPLIES	22.98
		MOUSE,MOUSE PAD				
		=== VENDOR TOTALS ===	22.98			
<b>0712 BMS TECHNOLOGIES</b>						
9/02/2020	AP-US	UT BILLING AUG20/OLBP SEPT 20	815.05	1099: Y		
		DUE: 9/02/2020 DISC: 9/02/2020		02 5-00-715	POSTAGE	407.53
		UT BILLING AUG20/OLBP SEPT 20		05 5-00-715	POSTAGE	407.52
		UT BILLING AUG20/OLBP SEPT 20				
		=== VENDOR TOTALS ===	815.05			
<b>0631 BUREAU OF LABOR AND INDUSTRIES</b>						
8/24/2020	AP-US	G1902 VG PLAYSTRUCTURE PW FEE	250.00	1099: N		
		DUE: 8/24/2020 DISC: 8/24/2020		01 5-05-727	PERMITS & FEES	250.00
		G1902 VG PLAYSTRUCTURE PW FEE				
8/24/2020	AP-US	ST1903 HOOD AVE OVERLAY PW FE	250.00	1099: N		
		DUE: 8/24/2020 DISC: 8/24/2020		03 5-00-727	PERMITS & FEES	250.00
		ST1903 HOOD AVE OVERLAY PW FEE				
		=== VENDOR TOTALS ===	500.00			
<b>1049 CAMERON BUILDING MAINTENANCE</b>						
8/31/2020	AP-US	CLEANING SVS AUGUST 2020	3,030.50	1099: Y		
		DUE: 8/31/2020 DISC: 8/31/2020		01 5-05-726	CONTRACTED SERVICES	2,898.50
		RESTROOM CLEANING		01 5-03-785	MAINTENANCE CITY HALL	132.00
		RESTROOM CLEANING				
		=== VENDOR TOTALS ===	3,030.50			
<b>0014 CENTRAL ELECTRIC COOP</b>						
8/20/2020	AP-US	SISTERS SEWER TREATMENT	3,362.52	1099: N		
		DUE: 8/20/2020 DISC: 8/20/2020		05 5-00-743	ELECTRICITY	3,362.52
		SISTERS SEWER TREATMENT				
8/20/2020	AP-US	ROPE LANE/LIFT STATION	768.16	1099: N		
		DUE: 8/20/2020 DISC: 8/20/2020		05 5-00-743	ELECTRICITY	768.16
		ROPE LANE/LIFT STATION				

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PACKET: 03097 9/9/2020 AP KK  
 VENDOR SET: 01 CITY OF SISTERS  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-0014	CENTRAL ELECTRIC COOP	( ** CONTINUED ** )					
I-4602923513-0820		ELM/THREE CREEKS WELL	804.23				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		ELM/THREE CREEKS WELL		02 5-00-743	ELECTRICITY		804.23
I-4603150100-0820		VILLAGE GREEN RESTROOMS	177.26				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		VILLAGE GREEN RESTROOMS		01 5-05-743	ELECTRICITY		177.26
I-4630200101-0820		600 W HOOD	28.14				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		600 W HOOD		01 5-05-743	ELECTRICITY		28.14
I-5016080107-0820		CITY STREET LIGHTS	361.25				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		CITY STREET LIGHTS		03 5-00-743	ELECTRICITY		361.25
I-5024820101-0820		SISTERS HIGH WELL	560.86				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		SISTERS HIGH WELL		02 5-00-743	ELECTRICITY		560.86
I-5402923491-0820		FS1605 CHLORINE BLDG	28.73				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		FS1605 CHLORINE BLDG		02 5-00-743	ELECTRICITY		28.73
I-5431540100-0820		68105 PETERSON BURN RD	28.38				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		68105 PETERSON BURN RD		02 5-00-743	ELECTRICITY		28.38
I-8300033500-0820		CREEKSIDE CITY PARK	515.42				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		CREEKSIDE CITY PARK		01 5-05-743	ELECTRICITY		515.42
I-8300170200-0820		W BARCLAY DR/LIFT STATION	34.90				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		W BARCLAY DR/LIFT STATION		05 5-00-743	ELECTRICITY		34.90
I-8300418800-0820		SEWER TREATMENT/SHOP	67.85				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		SEWER TREATMENT/SHOP		01 5-03-743	ELECTRICITY		67.85
I-8300435700-0820		HAROLD BARCLAY MEM PARK	114.82				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		HAROLD BARCLAY MEM PARK		01 5-05-743	ELECTRICITY		114.82
I-8300550700-0820		LARCH ST PARK	34.41				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		LARCH ST PARK		01 5-05-743	ELECTRICITY		34.41

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 EENCE : ALPHABETIC  
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POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
( ** CONTINUED ** )						
8/20/2020	AP-US	5 PINE CAMPUS/LIFT STATION	35.52	1099: N		
		5 PINE CAMPUS/LIFT STATION		05 5-00-743	ELECTRICITY	35.52
8/20/2020	AP-US	1000 S LOCUST ST GATE	29.00	1099: N		
		1000 S LOCUST ST GATE		05 5-00-743	ELECTRICITY	29.00
8/20/2020	AP-US	520 E CASCADE/SISTERS CH	409.99	1099: N		
		520 E CASCADE/SISTERS CH		01 5-03-743	ELECTRICITY	409.99
8/20/2020	AP-US	VETERANS PARK	32.32	1099: N		
		VETERANS PARK		01 5-05-743	ELECTRICITY	32.32
8/20/2020	AP-US	LIBRARY OUTDOOR LIGHTING	50.70	1099: N		
		LIBRARY OUTDOOR LIGHTING		01 5-03-743	ELECTRICITY	50.70
8/20/2020	AP-US	990 N JANTZEN LN/LIFT STATION	37.30	1099: N		
		990 N JANTZEN LN/LIFT STATION		05 5-00-743	ELECTRICITY	37.30
8/20/2020	AP-US	SISTERS PARKWAY RECYCLE CENTE	71.97	1099: N		
		SISTERS PARKWAY RECYCLE CENTER		01 5-03-743	ELECTRICITY	71.97
8/20/2020	AP-US	SUN RANCH DR/WELL	4,016.22	1099: N		
		SUN RANCH DR/WELL		02 5-00-743	ELECTRICITY	4,016.22
8/20/2020	AP-US	E CASCADE/DECORATIVE LIGHTING	30.48	1099: N		
		E CASCADE/DECORATIVE LIGHTING		01 5-03-743	ELECTRICITY	30.48
8/20/2020	AP-US	1000 S LOCUST ST/PW BLDG	264.59	1099: N		
		1000 S LOCUST ST/PW BLDG		01 5-03-743	ELECTRICITY	264.59
8/20/2020	AP-US	MAIN ST/DECORATIVE LIGHTING	60.79	1099: N		
		MAIN ST/DECORATIVE LIGHTING		03 5-00-743	ELECTRICITY	60.79
8/20/2020	AP-US	150 N FIR ST/FIR ST PARK	89.12	1099: N		
		150 N FIR ST/FIR ST PARK		01 5-05-743	ELECTRICITY	89.12

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-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-0014	CENTRAL ELECTRIC COOP	( ** CONTINUED ** )					
I-8302077301-0820		504 E WASHINGTON AVE/LIGHTING	32.51				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		504 E WASHINGTON AVE/LIGHTING		03 5-00-743	ELECTRICITY		32.51
I-8302370802-0820		SISTERS ROUNDABOUT LIGHTING	65.70				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		SISTERS ROUNDABOUT LIGHTING		03 5-00-743	ELECTRICITY		65.70
I-8302372501-0820		CREEKSIDE CITY PARK	814.42				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		CREEKSIDE CITY PARK		01 5-05-743	ELECTRICITY		814.42
		=== VENDOR TOTALS ===	12,927.56				
01-0262	CENTRAL OREGON INTERGOVERNMENT						
I-0005750-IN		VISION IMPLEMENTATION	1,730.69				
8/24/2020	AP-US	DUE: 8/24/2020 DISC: 8/24/2020		1099: N			
		VISION IMPLEMENTATION		01 5-01-726	CONTRACTED SERVICES		1,730.69
		=== VENDOR TOTALS ===	1,730.69				
01-0832	CIRCLE OF FRIENDS						
I-09012020		20/21 COMMUNITY GRANT	1,830.00				
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020		1099: N			
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT		1,830.00
		=== VENDOR TOTALS ===	1,830.00				
01-1114	CITI CARDS						
I-082220		CLEANING SUPPLIES-PINESOL	70.56				
8/22/2020	AP-US	DUE: 8/22/2020 DISC: 8/22/2020		1099: N			
		CLEANING SUPPLIES-PINESOL		01 5-05-795	SUPPLIES		70.56
I-08222020		BATTERIES	27.98				
8/22/2020	AP-US	DUE: 8/22/2020 DISC: 8/22/2020		1099: N			
		BATTERIES		01 5-01-714	OFFICE SUPPLIES		4.21
		BATTERIES		01 5-02-714	OFFICE SUPPLIES		4.46
		BATTERIES		01 5-03-795	SUPPLIES		0.55
		BATTERIES		01 5-05-714	OFFICE SUPPLIES		2.52
		BATTERIES		01 5-07-714	OFFICE SUPPLIES		6.99
		BATTERIES		02 5-00-714	OFFICE SUPPLIES		3.92
		BATTERIES		03 5-00-714	OFFICE SUPPLIES		2.23
		BATTERIES		05 5-00-714	OFFICE SUPPLIES		3.10
		=== VENDOR TOTALS ===	98.54				

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-----ID-----		GROSS	P.O. #			
POST DATE	BANK CODE	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
=====						
037	CITIZENS FOR COMMUNITY					
-----						
09012020		20/21 COMMUNITY GRANT	625.00			
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT	625.00
		==== VENDOR TOTALS ====	625.00			

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101	DESCHUTES COUNTY SHERIFF'S DEP					
-----						
09012020		SHERIFF SERVICES SEPT 2020	50,987.00			
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N		
		SHERIFF SERVICES SEPT 2020		01 5-06-783	DCSD - POLICING SERVICES	50,987.00
		==== VENDOR TOTALS ====	50,987.00			

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001	EDGE ANALYTICAL, INC.					
-----						
20-28597		WATER SAMPLE	33.00			
8/21/2020	AP-US	DUE: 8/21/2020 DISC: 8/21/2020		1099: N		
		WATER SAMPLE		02 5-00-775	LABORATORY FEES	33.00
		==== VENDOR TOTALS ====	33.00			

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681	ENNIS-FLINT, INC.					
-----						
249348		LINES, TURN ARROWS	4,861.20			
8/21/2020	AP-US	DUE: 8/21/2020 DISC: 8/21/2020		1099: N		
		LINES, TURN ARROWS		03 5-00-795	SUPPLIES	4,861.20
		==== VENDOR TOTALS ====	4,861.20			

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909	FASTENAL					
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ORBEN130800		GLOVES	94.57			
8/17/2020	AP-US	DUE: 8/17/2020 DISC: 8/17/2020		1099: N		
		GLOVES		01 5-03-795	SUPPLIES	9.45
		GLOVES		01 5-05-795	SUPPLIES	12.30
		GLOVES		02 5-00-795	SUPPLIES	23.64
		GLOVES		03 5-00-795	SUPPLIES	27.43
		GLOVES		05 5-00-795	SUPPLIES	21.75
		==== VENDOR TOTALS ====	94.57			

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-----ID-----				GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION	
<b>01-0028 FERGUSON ENTERPRISES, INC. #30</b>							
I-0908793		2" METERS		8,691.54			
8/17/2020	AP-US	DUE: 8/17/2020 DISC: 8/17/2020			1099: N		
		2" METERS			02 5-00-788	METERS & PARTS	8,691.54
<b>I-0908795</b>							
8/13/2020	AP-US	DUE: 8/13/2020 DISC: 8/13/2020		132.00	1099: N		
		METER GASKETS			02 5-00-788	METERS & PARTS	132.00
<b>I-0912747</b>							
8/26/2020	AP-US	DUE: 8/26/2020 DISC: 8/26/2020		4,345.77	1099: N		
		2" METERS			02 5-00-788	METERS & PARTS	4,345.77
		=== VENDOR TOTALS ===		13,169.31			
<b>01-1187 FURRY FRIENDS FOUNDATION</b>							
I-09012020		20/21 COMMUNITY GRANT		1,800.00			
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020			1099: N		
		20/21 COMMUNITY GRANT			01 5-01-792	COMMUNITY SERVICES GRANT	1,800.00
		=== VENDOR TOTALS ===		1,800.00			
<b>01-0408 HEART OF OREGON CORPS YOUTH BU</b>							
I-09012020		20/21 COMMUNITY GRANT		1,900.00			
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020			1099: N		
		20/21 COMMUNITY GRANT			01 5-01-792	COMMUNITY SERVICES GRANT	1,900.00
		=== VENDOR TOTALS ===		1,900.00			
<b>01-0017 HOYT'S HARDWARE</b>							
C-593448		RERTURN CEDAR POSTS		336.00CR			
8/27/2020	AP-US	DUE: 8/27/2020 DISC: 8/27/2020			1099: N		
		RERTURN CEDAR POSTS			03 5-00-762	STREET SIGNS	336.00CR
<b>I-592850</b>							
8/21/2020	AP-US	DUE: 8/21/2020 DISC: 8/21/2020		224.00	1099: N		
		CEDAR POSTS			03 5-00-762	STREET SIGNS	224.00
<b>I-593446</b>							
8/27/2020	AP-US	DUE: 8/27/2020 DISC: 8/27/2020		4.29	1099: N		
		SCREWS			01 5-03-784	MAINTENANCE RECYCLE CENT	4.29
<b>I-593447</b>							
9/01/2020	AP-US	DUE: 9/01/2020 DISC: 9/01/2020		336.00	1099: N		
		CEDAR POSTS			03 5-00-762	STREET SIGNS	336.00

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-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
017	HOYT'S HARDWARE	( ** CONTINUED ** )				
-593454		PRUNING SAW,LOPPER	44.17			
8/27/2020	AP-US	DUE: 8/27/2020 DISC: 8/27/2020		1099: N		
		PRUNING SAW,LOPPER		05 5-00-746	SMALL TOOLS & EQUIPMENT	8.40
		PRUNING SAW,LOPPER		02 5-00-746	SMALL TOOLS & EQUIPMENT	9.28
		PRUNING SAW,LOPPER		03 5-00-746	SMALL TOOLS & EQUIPMENT	11.90
		PRUNING SAW,LOPPER		01 5-05-746	SMALL TOOLS & EQUIPMENT	8.84
		PRUNING SAW,LOPPER		01 5-03-746	SMALL TOOLS & EQUIPMENT	5.75
-593621		CEDAR POSTS	336.00			
8/28/2020	AP-US	DUE: 8/28/2020 DISC: 8/28/2020		1099: N		
		CEDAR POSTS		03 5-00-762	STREET SIGNS	336.00
-593737		HEX SCREWS,POSTS	127.71			
8/31/2020	AP-US	DUE: 8/31/2020 DISC: 8/31/2020		1099: N		
		HEX SCREWS,POSTS		05 5-00-795	SUPPLIES	127.71
-593847		MARKING WAND	28.49			
9/01/2020	AP-US	DUE: 9/01/2020 DISC: 9/01/2020		1099: N		
		MARKING WAND		05 5-00-746	SMALL TOOLS & EQUIPMENT	5.42
		MARKING WAND		02 5-00-746	SMALL TOOLS & EQUIPMENT	5.99
		MARKING WAND		03 5-00-746	SMALL TOOLS & EQUIPMENT	7.67
		MARKING WAND		01 5-05-746	SMALL TOOLS & EQUIPMENT	5.70
		MARKING WAND		01 5-03-746	SMALL TOOLS & EQUIPMENT	3.71
-K93560		CEDAR POSTS	336.00			
8/28/2020	AP-US	DUE: 8/28/2020 DISC: 8/28/2020		1099: N		
		CEDAR POSTS		03 5-00-762	STREET SIGNS	336.00
		=== VENDOR TOTALS ===	1,100.66			

0703 KIWANIS CLUB OF SISTERS

I-09012020		20/21 COMMUNITY GRANT	1,250.00			
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT	1,250.00
		=== VENDOR TOTALS ===	1,250.00			

1181 LITTLE JOHN'S TOILETS

I-41088		HANDWASHING STATIONS	400.00			
8/31/2020	AP-US	DUE: 8/31/2020 DISC: 8/31/2020		1099: Y		
		HANDWASHING STATIONS		03 5-00-795	SUPPLIES	400.00
I-41089		HANDWASHING STATIONS	400.00			
8/31/2020	AP-US	DUE: 8/31/2020 DISC: 8/31/2020		1099: Y		
		HANDWASHING STATIONS		03 5-00-795	SUPPLIES	400.00

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-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-1181		LITTLE JOHN'S TOILETS ( ** CONTINUED ** )					
I-41090		HANDWASHING STATIONS	400.00				
8/31/2020	AP-US	DUE: 8/31/2020 DISC: 8/31/2020		1099: Y			
		HANDWASHING STATIONS		03 5-00-795	SUPPLIES		400.00
I-41091		HANDWASHING STATIONS	400.00				
8/31/2020	AP-US	DUE: 8/31/2020 DISC: 8/31/2020		1099: Y			
		HANDWASHING STATIONS		03 5-00-795	SUPPLIES		400.00
		=== VENDOR TOTALS ===	1,600.00				
01-0719		MID COLUMBIA PROUCERS INC					
I-53642		FUEL AUGUST 2020	1,375.14				
8/31/2020	AP-US	DUE: 8/31/2020 DISC: 8/31/2020		1099: N			
		FUEL AUGUST 2020		01 5-03-755	GAS/OIL		114.79
		FUEL AUGUST 2020		01 5-05-755	GAS/OIL		133.38
		FUEL AUGUST 2020		02 5-00-755	GAS/OIL		353.39
		FUEL AUGUST 2020		03 5-00-755	GAS/OIL		452.04
		FUEL AUGUST 2020		05 5-00-755	GAS/OIL		321.54
		=== VENDOR TOTALS ===	1,375.14				
01-1071		OFFICE DEPOT					
I-116680452001		COPY PAPER	58.08				
8/27/2020	AP-US	DUE: 8/27/2020 DISC: 8/27/2020		1099: N			
		COPY PAPER		01 5-01-721	COPIER/PRINTER		18.60
		COPY PAPER		01 5-02-721	COPIER/PRINTER		10.44
		COPY PAPER		01 5-05-721	COPIER/PRINTER		2.90
		COPY PAPER		01 5-07-721	COPIER/PRINTER		17.99
		COPY PAPER		02 5-00-721	COPIER/PRINTER		4.08
		COPY PAPER		05 5-00-721	COPIER/PRINTER		4.07
I-116680452001.1		POST-IT POP UPS	3.91				
8/27/2020	AP-US	DUE: 8/27/2020 DISC: 8/27/2020		1099: N			
		POST-IT POP UPS		01 5-01-714	OFFICE SUPPLIES		0.59
		POST-IT POP UPS		01 5-02-714	OFFICE SUPPLIES		0.62
		POST-IT POP UPS		01 5-03-795	SUPPLIES		0.08
		POST-IT POP UPS		01 5-05-714	OFFICE SUPPLIES		0.35
		POST-IT POP UPS		01 5-07-714	OFFICE SUPPLIES		0.98
		POST-IT POP UPS		02 5-00-714	OFFICE SUPPLIES		0.55
		POST-IT POP UPS		03 5-00-714	OFFICE SUPPLIES		0.31
		POST-IT POP UPS		05 5-00-714	OFFICE SUPPLIES		0.43
I-119175641001		LAMINATING POUCHES	60.86				
8/26/2020	AP-US	DUE: 8/26/2020 DISC: 8/26/2020		1099: N			
		LAMINATING POUCHES		01 5-01-714	OFFICE SUPPLIES		9.16
		LAMINATING POUCHES		01 5-02-714	OFFICE SUPPLIES		9.69
		LAMINATING POUCHES		01 5-03-795	SUPPLIES		1.21
		LAMINATING POUCHES		01 5-05-714	OFFICE SUPPLIES		5.48

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POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
*****						
071	OFFICE DEPOT	( ** CONTINUED ** )				
		LAMINATING POUCHES		01 5-07-714	OFFICE SUPPLIES	15.21
		LAMINATING POUCHES		02 5-00-714	OFFICE SUPPLIES	8.52
		LAMINATING POUCHES		03 5-00-714	OFFICE SUPPLIES	4.85
		LAMINATING POUCHES		05 5-00-714	OFFICE SUPPLIES	6.74
*****						
I-120235603001		STAMP, SCISSORS	22.81			
8/27/2020	AP-US	DUE: 8/27/2020 DISC: 8/27/2020		1099: N		
		STAMP, SCISSORS		01 5-01-714	OFFICE SUPPLIES	3.43
		STAMP, SCISSORS		01 5-02-714	OFFICE SUPPLIES	3.63
		STAMP, SCISSORS		01 5-03-795	SUPPLIES	0.45
		STAMP, SCISSORS		01 5-05-714	OFFICE SUPPLIES	2.05
		STAMP, SCISSORS		01 5-07-714	OFFICE SUPPLIES	5.70
		STAMP, SCISSORS		02 5-00-714	OFFICE SUPPLIES	3.19
		STAMP, SCISSORS		03 5-00-714	OFFICE SUPPLIES	1.82
		STAMP, SCISSORS		05 5-00-714	OFFICE SUPPLIES	2.54
==== VENDOR TOTALS ====			145.66			
*****						
0016	ONE CALL CONCEPTS, INC.					
*****						
I-0080482		WATER/SEWER LOCATES	51.45			
8/31/2020	AP-US	DUE: 8/31/2020 DISC: 8/31/2020		1099: N		
		WATER/SEWER LOCATES		02 5-00-770	WATER LOCATE SERVICE	25.73
		WATER/SEWER LOCATES		05 5-00-770	SEWER LOCATE SERVICE	25.72
==== VENDOR TOTALS ====			51.45			
*****						
0233	PETERSON CAT					
*****						
I-PC130329434		FUEL GAUGE	103.58			
8/19/2020	AP-US	DUE: 8/19/2020 DISC: 8/19/2020		1099: N		
		FUEL GAUGE		03 5-00-796	VEHICLE MAINTENANCE	51.93
		FUEL GAUGE		01 5-03-796	VEHICLE MAINTENANCE	51.65
==== VENDOR TOTALS ====			103.58			
*****						
0056	PETTY CASH					
*****						
I-08312020		PETTY CASH AUGUST 2020	25.53			
8/31/2020	AP-US	DUE: 8/31/2020 DISC: 8/31/2020		1099: N		
		CC MEETINGS		01 5-01-793	MEETINGS/WORKSHOPS	25.53
==== VENDOR TOTALS ====			25.53			

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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
01-0628		PITNEY BOWES, INC.					
I-3311841250		POSTAGE MACHINE LEASE	235.74				
9/03/2020	AP-US	DUE: 9/03/2020 DISC: 9/03/2020		1099: N			
		POSTAGE MACHINE LEASE		01 5-01-715	POSTAGE		7.06
		POSTAGE MACHINE LEASE		01 5-02-715	POSTAGE		87.23
		POSTAGE MACHINE LEASE		01 5-07-715	POSTAGE		54.23
		POSTAGE MACHINE LEASE		02 5-00-715	POSTAGE		42.42
		POSTAGE MACHINE LEASE		03 5-00-715	POSTAGE		2.35
		POSTAGE MACHINE LEASE		05 5-00-715	POSTAGE		42.45
		=== VENDOR TOTALS ===	235.74				

01-0944		QUANTUM COMMUNICATION					
I-INV51410		TELEPHONE AUGUST 2020	914.13				
8/30/2020	AP-US	DUE: 8/30/2020 DISC: 8/30/2020		1099: N			
		TELEPHONE AUGUST 2020		01 5-01-735	TELEPHONE		42.30
		TELEPHONE AUGUST 2020		01 5-02-735	TELEPHONE		54.38
		TELEPHONE AUGUST 2020		01 5-03-735	TELEPHONE		42.28
		TELEPHONE AUGUST 2020		01 5-05-735	TELEPHONE		108.75
		TELEPHONE AUGUST 2020		01 5-07-735	TELEPHONE		90.61
		TELEPHONE AUGUST 2020		02 5-00-735	TELEPHONE		96.65
		TELEPHONE AUGUST 2020		03 5-00-735	TELEPHONE		90.61
		TELEPHONE AUGUST 2020		05 5-00-735	TELEPHONE		78.55
		CITY HALL		01 5-03-735	TELEPHONE		93.00
		PWRQ		01 5-03-735	TELEPHONE		62.00
		SEWER		05 5-00-735	TELEPHONE		155.00
		=== VENDOR TOTALS ===	914.13				

01-0219		QUILL CORPORATION					
I-9650906		KEY TAGS,CDD INK	88.46				
8/17/2020	AP-US	DUE: 8/17/2020 DISC: 8/17/2020		1099: N			
		KEY TAGS,CDD INK		01 5-01-714	OFFICE SUPPLIES		4.89
		KEY TAGS,CDD INK		01 5-02-714	OFFICE SUPPLIES		5.17
		KEY TAGS,CDD INK		01 5-03-795	SUPPLIES		0.64
		KEY TAGS,CDD INK		01 5-05-714	OFFICE SUPPLIES		2.92
		KEY TAGS,CDD INK		01 5-07-714	OFFICE SUPPLIES		8.11
		KEY TAGS,CDD INK		02 5-00-714	OFFICE SUPPLIES		4.55
		KEY TAGS,CDD INK		03 5-00-714	OFFICE SUPPLIES		2.59
		KEY TAGS,CDD INK		05 5-00-714	OFFICE SUPPLIES		3.60
		KEY TAGS,CDD INK		01 5-07-721	COPIER/PRINTER		55.99
		=== VENDOR TOTALS ===	88.46				

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NET: 03097 9/9/2020 AP KK  
 ROR SET: 01 CITY OF SISTERS  
 RENCE : ALPHABETIC  
 TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
<b>0754 SANI-STAR</b>						
8/31/2020	AP-US	SANI-STAR LEASE AUGUST 2020	100.00	1099: N		
		SANI-STAR LEASE AUGUST 2020		05 5-00-718	LEASES	100.00
=== VENDOR TOTALS ===			100.00			
<b>0188 SEED TO TABLE OREGON</b>						
9/04/2020	AP-US	20/21 COMMUNITY GRANT	1,360.00	1099: N		
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT	1,360.00
=== VENDOR TOTALS ===			1,360.00			
<b>0011 SISTERS ACE HARDWARE</b>						
8/03/2020	AP-US	RAKES	13.79	1099: N		
		RAKES		05 5-00-746	SMALL TOOLS & EQUIPMENT	2.62
		RAKES		02 5-00-746	SMALL TOOLS & EQUIPMENT	2.90
		RAKES		03 5-00-746	SMALL TOOLS & EQUIPMENT	3.71
		RAKES		01 5-05-746	SMALL TOOLS & EQUIPMENT	2.76
		RAKES		01 5-03-746	SMALL TOOLS & EQUIPMENT	1.80
8/04/2020	AP-US	PROPANE	18.99	1099: N		
		PROPANE		03 5-00-795	SUPPLIES	18.99
8/04/2020	AP-US	FVC FITTING	2.56	1099: N		
		FVC FITTING		02 5-00-795	SUPPLIES	2.56
8/04/2020	AP-US	PROPANCE	18.99	1099: N		
		PROPANCE		03 5-00-795	SUPPLIES	18.99
8/11/2020	AP-US	PLASTIC CUTTER	15.81	1099: N		
		PLASTIC CUTTER		05 5-00-746	SMALL TOOLS & EQUIPMENT	3.01
		PLASTIC CUTTER		02 5-00-746	SMALL TOOLS & EQUIPMENT	3.32
		PLASTIC CUTTER		03 5-00-746	SMALL TOOLS & EQUIPMENT	4.26
		PLASTIC CUTTER		01 5-05-746	SMALL TOOLS & EQUIPMENT	3.16
		PLASTIC CUTTER		01 5-03-746	SMALL TOOLS & EQUIPMENT	2.06
8/12/2020	AP-US	CABLE TIES, HARDWARE	11.58	1099: N		
		CABLE TIES, HARDWARE		01 5-05-795	SUPPLIES	11.58

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PACKET: 03097 9/9/2020 AP KK  
 VENDOR SET: 01 CITY OF SISTERS  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #			
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----		DISTRIBUTION
01-0011	SISTERS ACE HARDWARE	( ** CONTINUED ** )					
I-420091		HARDWARE	3.76				
8/12/2020	AP-US	DUE: 8/12/2020 DISC: 8/12/2020		1099: N			
		HARDWARE		01 5-05-795	SUPPLIES		3.76
I-420744		HYDRANT PIPES	83.89				
8/16/2020	AP-US	DUE: 8/16/2020 DISC: 8/16/2020		1099: N			
		HYDRANT PIPES		02 5-00-795	SUPPLIES		83.89
I-420806		COUPLER, PIPE	12.49				
8/16/2020	AP-US	DUE: 8/16/2020 DISC: 8/16/2020		1099: N			
		COUPLER, PIPE		01 5-05-786	PARK MAINTENANCE		12.49
I-421491		DRILL BITS	18.00				
8/18/2020	AP-US	DUE: 8/18/2020 DISC: 8/18/2020		1099: N			
		DRILL BITS		05 5-00-746	SMALL TOOLS & EQUIPMENT		3.42
		DRILL BITS		02 5-00-746	SMALL TOOLS & EQUIPMENT		3.78
		DRILL BITS		03 5-00-746	SMALL TOOLS & EQUIPMENT		4.85
		DRILL BITS		01 5-05-746	SMALL TOOLS & EQUIPMENT		3.60
		DRILL BITS		01 5-03-746	SMALL TOOLS & EQUIPMENT		2.35
I-421641		LIME REMOVER	33.10				
8/18/2020	AP-US	DUE: 8/18/2020 DISC: 8/18/2020		1099: N			
		LIME REMOVER		01 5-05-795	SUPPLIES		33.10
I-421796		LOCK	12.86				
8/19/2020	AP-US	DUE: 8/19/2020 DISC: 8/19/2020		1099: N			
		LOCK		01 5-05-786	PARK MAINTENANCE		12.86
I-421839		SPRAY PAINT	18.35				
8/19/2020	AP-US	DUE: 8/19/2020 DISC: 8/19/2020		1099: N			
		SPRAY PAINT		01 5-05-795	SUPPLIES		18.35
I-421941		PAINT, BRUSHES, CUP	80.12				
8/19/2020	AP-US	DUE: 8/19/2020 DISC: 8/19/2020		1099: N			
		PAINT, BRUSHES, CUP		01 5-05-786	PARK MAINTENANCE		80.12
I-422161		STREET SIGN HARDWARE	3.30				
8/19/2020	AP-US	DUE: 8/19/2020 DISC: 8/19/2020		1099: N			
		STREET SIGN HARDWARE		03 5-00-795	SUPPLIES		3.30
I-422313		TAPE	9.81				
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N			
		TAPE		03 5-00-795	SUPPLIES		9.81
I-422745		PAINT	31.57				
8/21/2020	AP-US	DUE: 8/21/2020 DISC: 8/21/2020		1099: N			
		PAINT		03 5-00-762	STREET SIGNS		31.57

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NET: 03097 9/9/2020 AP KK  
 BOR SET: 01 CITY OF SISTERS  
 RENCE : ALPHABETIC  
 TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
-----ID-----						
0011	SISTERS ACE HARDWARE	( ** CONTINUED ** )				
I-423552		VELCRO WRAPS	4.22			
8/24/2020	AP-US	DUE: 8/24/2020 DISC: 8/24/2020		1099: N		
		VELCRO WRAPS		03 5-00-795	SUPPLIES	4.22
I-423748		HARDWARE	60.70			
8/24/2020	AP-US	DUE: 8/24/2020 DISC: 8/24/2020		1099: N		
		HARDWARE		05 5-00-795	SUPPLIES	60.70
I-42383		SPRAY PAINT	18.36			
8/24/2020	AP-US	DUE: 8/24/2020 DISC: 8/24/2020		1099: N		
		SPRAY PAINT		02 5-00-795	SUPPLIES	18.36
I-423868		STREET SIGN PAINT	116.94			
8/24/2020	AP-US	DUE: 8/24/2020 DISC: 8/24/2020		1099: N		
		STREET SIGN PAINT		03 5-00-762	STREET SIGNS	116.94
I-424348		COUPLERS	5.84			
8/24/2020	AP-US	DUE: 8/24/2020 DISC: 8/24/2020		1099: N		
		COUPLERS		02 5-00-795	SUPPLIES	5.84
I-424396		SPRINKLER HEADS	81.33			
8/26/2020	AP-US	DUE: 8/26/2020 DISC: 8/26/2020		1099: N		
		SPRINKLER HEADS		01 5-05-786	PARK MAINTENANCE	81.33
I-424549		COUPLERS	5.12			
8/26/2020	AP-US	DUE: 8/26/2020 DISC: 8/26/2020		1099: N		
		COUPLERS		02 5-00-795	SUPPLIES	5.12
I-424790		SPRAY PAINT, TAPE	42.80			
8/27/2020	AP-US	DUE: 8/27/2020 DISC: 8/27/2020		1099: N		
		SPRAY PAINT, TAPE		01 5-05-795	SUPPLIES	42.80
I-425092		BUG REPELLANT	7.34			
8/28/2020	AP-US	DUE: 8/28/2020 DISC: 8/28/2020		1099: N		
		BUG REPELLANT		01 5-05-795	SUPPLIES	7.34
I-425244		BOLTS	31.25			
8/28/2020	AP-US	DUE: 8/28/2020 DISC: 8/28/2020		1099: N		
		BOLTS		05 5-00-795	SUPPLIES	31.25
I-426097		DRILL BITS	7.35			
8/31/2020	AP-US	DUE: 8/31/2020 DISC: 8/31/2020		1099: N		
		DRILL BITS		05 5-00-746	SMALL TOOLS & EQUIPMENT	1.40
		DRILL BITS		02 5-00-746	SMALL TOOLS & EQUIPMENT	1.54
		DRILL BITS		03 5-00-746	SMALL TOOLS & EQUIPMENT	1.98
		DRILL BITS		01 5-05-746	SMALL TOOLS & EQUIPMENT	1.47
		DRILL BITS		01 5-03-746	SMALL TOOLS & EQUIPMENT	0.96

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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
01-0011	SISTERS ACE HARDWARE	( ** CONTINUED ** )					
I-426109		FENCE STAPLES, CLIPS	52.69				
8/31/2020	AP-US	DUE: 8/31/2020 DISC: 8/31/2020		1099: N			
		FENCE STAPLES, CLIPS		05 5-00-795	SUPPLIES		52.69
		=== VENDOR TOTALS ===	822.91				
01-1108	SISTERS FARMERS MARKET						
I-09012020		20/21 COMMUNITY GRANT	2,500.00				
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020		1099: N			
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT		2,500.00
		=== VENDOR TOTALS ===	2,500.00				
01-0319	SISTERS FOLK FESTIVAL						
I-09012020		20/21 COMMUNITY GRANT	1,925.00				
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020		1099: N			
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT		1,925.00
		=== VENDOR TOTALS ===	1,925.00				
01-0611	SISTERS OUTDOOR QUILT SHOW						
I-09012020		20/21 COMMUNITY GRANT	5,150.00				
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020		1099: N			
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT		5,150.00
		=== VENDOR TOTALS ===	5,150.00				
01-0083	SISTERS RENTAL						
I-0028358-00		BAR OIL	27.98				
8/05/2020	AP-US	DUE: 8/05/2020 DISC: 8/05/2020		1099: N			
		BAR OIL		01 5-05-796	VEHICLE MAINTENANCE		27.98
I-0028370-00		OIL MIX	115.93				
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N			
		OIL MIX		01 5-05-796	VEHICLE MAINTENANCE		115.93
I-0028371-00		WEEDEATER STRING	24.99				
8/06/2020	AP-US	DUE: 8/06/2020 DISC: 8/06/2020		1099: N			
		WEEDEATER STRING		01 5-05-796	VEHICLE MAINTENANCE		24.99
		=== VENDOR TOTALS ===	168.90				

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 ORDER SET: 01 CITY OF SISTERS  
 SORT SEQUENCE : ALPHABETIC  
 TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
<b>0220 SISTERS SCHOOL DISTRICT</b>						
09/04/2020	AP-US	20/21 COMMUNITY GRANT -SOLE	820.00	1099: N		
		DUE: 9/04/2020 DISC: 9/04/2020		01 5-01-792	COMMUNITY SERVICES GRANT	820.00
		20/21 COMMUNITY GRANT -SOLE				
==== VENDOR TOTALS ====			820.00			
<b>0189 SISTERS SCIENCE CLUB</b>						
09/04/2020	AP-US	20/21 COMMUNITY GRANT	750.00	1099: N		
		DUE: 9/04/2020 DISC: 9/04/2020		01 5-01-792	COMMUNITY SERVICES GRANT	750.00
		20/21 COMMUNITY GRANT				
==== VENDOR TOTALS ====			750.00			
<b>0610 SMART</b>						
09/04/2020	AP-US	20/21 COMMUNITY GRANT	440.00	1099: N		
		DUE: 9/04/2020 DISC: 9/04/2020		01 5-01-792	COMMUNITY SERVICES GRANT	440.00
		20/21 COMMUNITY GRANT				
==== VENDOR TOTALS ====			440.00			
<b>0190 SOAR FOUNDATION</b>						
09/04/2020	AP-US	20/21 COMMUNITY GRANT	3,625.00	1099: N		
		DUE: 9/04/2020 DISC: 9/04/2020		01 5-01-792	COMMUNITY SERVICES GRANT	3,625.00
		20/21 COMMUNITY GRANT				
==== VENDOR TOTALS ====			3,625.00			
<b>0052 THE NUGGET NEWSPAPER</b>						
08/30/2020	AP-US	SNOW REMOVAL RFP AD	224.09	1099: N		
		DUE: 8/30/2020 DISC: 8/30/2020		03 5-00-705	ADVERTISING	224.09
		SNOW REMOVAL RFP AD				
08/30/2020	AP-US	PUBLIC HEARING	318.75	1099: N		
		DUE: 8/30/2020 DISC: 8/30/2020		01 5-07-705	ADVERTISING	318.75
		PUBLIC HEARING				
==== VENDOR TOTALS ====			542.84			

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PACKET: 03097 9/9/2020 AP KK  
 VENDOR SET: 01 CITY OF SISTERS  
 SEQUENCE : ALPHABETIC  
 DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-1083		THREE SISTERS HISTORICAL SOCIE				
I-09012020		20/21 COMMUNITY GRANT	1,400.00			
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT	1,400.00
		=== VENDOR TOTALS ===	1,400.00			
01-1191		TOGETHER FOR CHILDREN				
I-09012020		20/21 COMMUNITY GRANT	1,750.00			
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT	1,750.00
		=== VENDOR TOTALS ===	1,750.00			
01-0937		U.S. BANK				
I-08202020BERTAGNA		VISA-BERTAGNA AUGUST 2020	29.99			
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N		
		VISA-BERTAGNA AUGUST 2020		01 5-01-726	CONTRACTED SERVICES	3.00
		VISA-BERTAGNA AUGUST 2020		01 5-02-726	CONTRACTED SERVICES	3.60
		VISA-BERTAGNA AUGUST 2020		01 5-03-726	CONTRACTED SERVICES	1.20
		VISA-BERTAGNA AUGUST 2020		01 5-05-726	CONTRACTED SERVICES	3.90
		VISA-BERTAGNA AUGUST 2020		01 5-07-726	CONTRACTED SERVICES	5.10
		VISA-BERTAGNA AUGUST 2020		02 5-00-726	CONTRACTED SERVICES	5.10
		VISA-BERTAGNA AUGUST 2020		03 5-00-726	CONTRACTED SERVICES	4.50
		VISA-BERTAGNA AUGUST 2020		05 5-00-726	CONTRACTED SERVICES	3.59
I-08202020JOHNSON		VISA-JOHNSON AUGUST 2020	15.49			
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N		
		VISA-JOHNSON AUGUST 2020		01 5-03-740	EDUCATION	3.09
		VISA-JOHNSON AUGUST 2020		01 5-05-740	EDUCATION	3.09
		VISA-JOHNSON AUGUST 2020		02 5-00-740	EDUCATION	3.09
		VISA-JOHNSON AUGUST 2020		03 5-00-740	EDUCATION	3.09
		VISA-JOHNSON AUGUST 2020		05 5-00-740	EDUCATION	3.13
I-08202020MISLEY		VISA-MISLEY AUGUST 2020	9.00			
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N		
		MEETING		01 5-01-793	MEETINGS/WORKSHOPS	9.00
I-08202020ONEILL		VISA-O'NEILL AUGUST 2020	6,980.50			
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N		
		OGFOA MEMBERSHIP-JO		01 5-02-733	DUES & SUBSCRIPTIONS	110.00
		CAMPGROUND RESERVATIONS		01 5-05-733	DUES & SUBSCRIPTIONS	1,325.56
		IPAD		01 5-01-717	OFFICE EQUIPMENT	999.00
		COMPUTER EQUIPMENT		01 5-01-717	OFFICE EQUIPMENT	1,499.00
		COMPUTER EQUIPMENT		01 5-05-717	OFFICE EQUIPMENT	1,499.00
		COMPUTER EQUIPMENT		01 5-07-717	OFFICE EQUIPMENT	1,499.00
		CARD READER		01 5-05-717	OFFICE EQUIPMENT	48.94

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TO/FROM ACCOUNTS SUPPRESSED

POST DATE	BANK CODE	DESCRIPTION	GROSS DISCOUNT	P.O. # G/L ACCOUNT	ACCOUNT NAME	DISTRIBUTION
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1937 U.S. BANK ( \*\* CONTINUED \*\* )

08202020	PROSSER	VISA-PROSSER AUGUST 2020	181.73			
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N		
		VISA-PROSSER AUGUST 2020		01 5-01-735	TELEPHONE	4.04
		VISA-PROSSER AUGUST 2020		01 5-02-735	TELEPHONE	5.20
		VISA-PROSSER AUGUST 2020		01 5-03-735	TELEPHONE	4.04
		VISA-PROSSER AUGUST 2020		01 5-05-735	TELEPHONE	10.40
		VISA-PROSSER AUGUST 2020		01 5-07-735	TELEPHONE	8.66
		VISA-PROSSER AUGUST 2020		02 5-00-735	TELEPHONE	9.24
		VISA-PROSSER AUGUST 2020		03 5-00-735	TELEPHONE	8.66
		VISA-PROSSER AUGUST 2020		05 5-00-735	TELEPHONE	7.51
		CC MTG		01 5-01-793	MEETINGS/WORKSHOPS	123.98

08202020	BERTAGNA	VISA-BERTAGNA AUGUST 2020	31.61			
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N		
		VISA-BERTAGNA AUGUST 2020		01 5-03-782	UNIFORMS	3.16
		VISA-BERTAGNA AUGUST 2020		01 5-05-782	UNIFORMS	4.11
		VISA-BERTAGNA AUGUST 2020		02 5-00-782	UNIFORMS	7.90
		VISA-BERTAGNA AUGUST 2020		03 5-00-782	UNIFORMS	9.17
		VISA-BERTAGNA AUGUST 2020		05 5-00-782	UNIFORMS	7.27

08202020	JOHNSON	VISA-JOHNSON AUGUST 2020	2,079.34			
8/20/2020	AP-US	DUE: 8/20/2020 DISC: 8/20/2020		1099: N		
		VISA-JOHNSON AUGUST 2020		01 5-03-795	SUPPLIES	18.67
		VISA-JOHNSON AUGUST 2020		01 5-05-795	SUPPLIES	24.28
		VISA-JOHNSON AUGUST 2020		02 5-00-795	SUPPLIES	46.68
		VISA-JOHNSON AUGUST 2020		03 5-00-795	SUPPLIES	54.15
		VISA-JOHNSON AUGUST 2020		05 5-00-795	SUPPLIES	42.94
		RESTROOM LOCKS		01 5-05-786	PARK MAINTENANCE	1,892.62

=== VENDOR TOTALS === 9,327.66

0976 USA FLEET SOLUTIONS

1-43498		MONTHLY TRACKING SEPT 2020	209.65			
9/01/2020	AP-US	DUE: 9/01/2020 DISC: 9/01/2020		1099: Y		
		MONTHLY TRACKING SEPT 2020		01 5-03-726	CONTRACTED SERVICES	20.96
		MONTHLY TRACKING SEPT 2020		01 5-05-726	CONTRACTED SERVICES	27.26
		MONTHLY TRACKING SEPT 2020		02 5-00-726	CONTRACTED SERVICES	52.41
		MONTHLY TRACKING SEPT 2020		03 5-00-726	CONTRACTED SERVICES	60.80
		MONTHLY TRACKING SEPT 2020		05 5-00-726	CONTRACTED SERVICES	48.22

=== VENDOR TOTALS === 209.65

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PACKET: 03097 9/9/2020 AP KK

VENDOR SET: 01 CITY OF SISTERS

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
<b>01-0903 VELOX SYSTEMS</b>						
I-9194		IT SUPPORT SEPTEMBER 2020	2,668.30			
9/01/2020	AP-US	DUE: 9/01/2020 DISC: 9/01/2020		1099: Y		
		IT SUPPORT SEPTEMBER 2020		01 5-01-726	CONTRACTED SERVICES	266.84
		IT SUPPORT SEPTEMBER 2020		01 5-02-726	CONTRACTED SERVICES	320.20
		IT SUPPORT SEPTEMBER 2020		01 5-03-726	CONTRACTED SERVICES	106.73
		IT SUPPORT SEPTEMBER 2020		01 5-05-726	CONTRACTED SERVICES	346.88
		IT SUPPORT SEPTEMBER 2020		01 5-07-726	CONTRACTED SERVICES	453.61
		IT SUPPORT SEPTEMBER 2020		02 5-00-726	CONTRACTED SERVICES	453.61
		IT SUPPORT SEPTEMBER 2020		03 5-00-726	CONTRACTED SERVICES	400.25
		IT SUPPORT SEPTEMBER 2020		05 5-00-726	CONTRACTED SERVICES	320.18
=== VENDOR TOTALS ===			2,668.30			

<b>01-0760 VERIZON WIRELESS</b>						
I-9860834675		CELL PHONES AUGUST 2020	423.65			
8/15/2020	AP-US	DUE: 8/15/2020 DISC: 8/15/2020		1099: N		
		CELL PHONES AUGUST 2020		01 5-01-736	CELLULAR PHONES	25.93
		CELL PHONES AUGUST 2020		01 5-03-736	CELLULAR PHONES	27.58
		CELL PHONES AUGUST 2020		01 5-07-736	CELLULAR PHONES	10.37
		CELL PHONES AUGUST 2020		01 5-05-736	CELLULAR PHONES	103.26
		CELL PHONES AUGUST 2020		02 5-00-736	CELLULAR PHONES	86.35
		CELL PHONES AUGUST 2020		03 5-00-736	CELLULAR PHONES	95.17
		CELL PHONES AUGUST 2020		05 5-00-736	CELLULAR PHONES	74.99
=== VENDOR TOTALS ===			423.65			

<b>01-0568 VFW-POST 8138</b>						
I-09012020		20/21 COMMUNITY GRANT	580.00			
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT	580.00
=== VENDOR TOTALS ===			580.00			

<b>01-1084 WARFIGHTERS OUTFITTERS, INC</b>						
I-09012020		20/21 COMMUNITY GRANT	2,200.00			
9/04/2020	AP-US	DUE: 9/04/2020 DISC: 9/04/2020		1099: N		
		20/21 COMMUNITY GRANT		01 5-01-792	COMMUNITY SERVICES GRANT	2,200.00
=== VENDOR TOTALS ===			2,200.00			

pg 19 of 20

ET: 03097 9/9/2020 AP KK  
OR SET: 01 CITY OF SISTERS  
SEQUENCE : ALPHABETIC  
TO/FROM ACCOUNTS SUPPRESSED

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
<hr/>						
1043	WCP SOLUTIONS					
<hr/>						
1043-671460		DISINFECTANT SPRAY	320.50			
8/26/2020	AP-US	DUE: 9/25/2020 DISC: 9/05/2020	3.21CR	1099: N		
		DISINFECTANT SPRAY		01 5-05-795	SUPPLIES	320.50
<hr/>						
1043-671600		METER PACKING PEANUTS	147.00			
8/26/2020	AP-US	DUE: 9/25/2020 DISC: 9/05/2020	1.47CR	1099: N		
		METER PACKING PEANUTS		02 5-00-795	SUPPLIES	147.00
=== VENDOR TOTALS ===			467.50			

1225 X-PRESS PRINTING

<hr/>						
1225-100397		ENVELOPES	140.22			
8/27/2020	AP-US	DUE: 8/27/2020 DISC: 8/27/2020		1099: N		
		ENVELOPES		01 5-01-714	OFFICE SUPPLIES	21.10
		ENVELOPES		01 5-02-714	OFFICE SUPPLIES	22.33
		ENVELOPES		01 5-03-795	SUPPLIES	2.78
		ENVELOPES		01 5-05-714	OFFICE SUPPLIES	12.62
		ENVELOPES		01 5-07-714	OFFICE SUPPLIES	35.04
		ENVELOPES		02 5-00-714	OFFICE SUPPLIES	19.64
		ENVELOPES		03 5-00-714	OFFICE SUPPLIES	11.18
		ENVELOPES		05 5-00-714	OFFICE SUPPLIES	15.53
=== VENDOR TOTALS ===			140.22			
=== PACKET TOTALS ===			141,469.47			

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## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (this "Agreement") dated September 09, 2020, but made effective for all purposes as of the Effective Date (as defined below), is made between Ryan Hudson ("Hudson"), whose address is 425 E Washington Avenue, Sisters, Oregon 97759, and City of Sisters ("City"), an Oregon municipal corporation, whose address is 520 E. Cascade Avenue, Sisters, Oregon 97759.

### RECITALS:

A. On or about May 7, 2020, Hudson caused Cascade Tree Works, LLC ("Contractor") to unlawfully remove a mature ponderosa pine (measuring 100' tall; 39" in diameter) from the South Larch Street right-of-way (the "Tree"). Hudson failed to obtain City's permission to remove the Tree. In fact, Hudson caused the Tree's removal notwithstanding City's denial of Hudson's previous requests to remove the Tree.

B. Pursuant to Sisters Municipal Code (the "Code") Chapter 8.15 Nuisances, trees located in City's right-of-way are City's property. Section 8.15.180(2) of the Code prohibits trimming or cutting trees located in the right-of-way without first obtaining City's permission.

C. By letter dated June 8, 2020 (the "Demand Letter"), City Manager Cory Misley demanded that Hudson pay City \$26,865.00 due to Hudson's unlawful tree removal. City's demand amount was based, in part, on an appraisal completed by Spindrift Forestry Consulting, LLC on May 7, 2020; provided, however, the demand amount did not include, among other things, damages and expenses incurred by City to investigate and prosecute Hudson (and/or Contractor) and/or treble damages under ORS 108.810. A copy of the Demand Letter is attached to this Agreement as Exhibit A.

D. Subject to the terms and conditions contained in this Agreement, City and Hudson desire to settle and resolve all claims and/or causes of action City may have against Hudson arising out of Hudson's unlawful removal of the Tree.

### AGREEMENT:

NOW, THEREFORE, in consideration of the parties' 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. Settlement; Payment Terms. Hudson will pay City in immediately available funds \$13,432.50 (the "Settlement Amount") in two equal payments of \$6,716.25 each. Hudson will make the first payment to City immediately upon Hudson's execution of this Agreement. Hudson will make the second and final payment to City (along with payment of all other sums due City under this Agreement) no later than November 30, 2020. Each payment will be made to City at City's address first written above. Unless and until an Event of Default (as defined below) occurs, Hudson will not pay interest on the unpaid Settlement Amount. If an Event of Default occurs, Hudson will pay interest on the unpaid Settlement Amount at an annual rate of 12.0%. Interest will be computed on the basis of a 365-day year. If Hudson fails to make any payment when due, a late charge equal to five percent (5.0%) of the payment amount will be immediately due and payable (and added to the unpaid Settlement Amount). All payments will apply first to any costs and expenses due to City, then to accrued interest to date of payment (if any), and then to the unpaid Settlement Amount. Hudson may prepay all or any part of the unpaid Settlement Amount at any time.

2. Release of Claims. In consideration of Hudson's timely payment of the Settlement Amount, City waives, releases, acquits, and forever discharges Hudson for, from, and against all Damages (as defined below) arising out of Hudson's unlawful removal of the Tree. Notwithstanding anything contained in this Agreement to the contrary, the waiver and release provided by City under this Section 2 does not waive, release, and/or discharge Contractor from any Damages and/or limit, prohibit, and/or bar City from commencing appropriate

legal action against Contractor for Contractor's participation in the Tree's unlawful removal. Contractor will not be deemed a third-party beneficiary under this Agreement. For purposes of this Agreement, the term "Damage(s)" means all claims, actions, proceedings, damages, liabilities, obligations, costs, attorney fees, and all other expenses of every kind or nature whatsoever.

3. Default; Authority; Binding Obligation.

3.1 Hudson will be deemed in default under this Agreement (each an "Event of Default") if Hudson (a) fails to make any payment required under this Agreement when due, and/or (b) breaches and/or otherwise fails to perform any Hudson representation, warranty, covenant, and/or obligation under this Agreement. Upon occurrence of an Event of Default, City may exercise the following rights and remedies, which rights and remedies are cumulative and which may be exercised singularly or concurrently: (x) upon notice to Hudson, the right to accelerate the due dates of the Settlement Amount so that the unpaid amount, together with accrued interest, is immediately due and payable in its entirety; (y) all rights, remedies, and/or causes of action City may have against Hudson due to Hudson's unlawful removal of the Tree (including those rights and remedies identified in the Demand Letter); and/or (z) declare Hudson in breach of this Agreement and pursue all other rights and remedies available to City at law or in equity.

3.2 Hudson represents and warrants to City as follows: (a) Hudson has full power and authority to sign and deliver this Agreement and to perform all Hudson's obligations under this Agreement; (b) this Agreement is the legal, valid, and binding obligation of Hudson, enforceable against Hudson in accordance with its terms; (c) Hudson's signing and delivery of this Agreement and performance of his obligations under this Agreement will not (i) breach any agreement to which the party is a party, or give any person the right to accelerate any obligation of the party, (ii) violate any law, judgment, and/or order to which Hudson is subject, and/or (iii) require the consent, authorization, and/or approval of any person, including, without limitation, any governmental body.

4. Miscellaneous.

4.1 Governing Law; Venue; Attorney Fees. This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon, and venue for any action concerning this Agreement will lie in Deschutes County, Oregon. If any arbitration or litigation is instituted to interpret, enforce, and/or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court. Time is of the essence with respect to Hudson's payment obligations under this Agreement.

4.2 Entire Agreement; Signatures; Effective Date. 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. This Agreement may be signed in counterparts. This Agreement will be deemed binding and effective for all purposes on the date this Agreement is fully executed by City and Hudson (the "Effective Date"). This Agreement may only be amended by a written document signed by both parties. No waiver will be binding on City unless it is in writing and signed by City. 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.

4.3 Costs and Expenses; Notices. If an Event of Default occurs and City does not institute any arbitration, action, suit, and/or proceeding, Hudson 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 and/or collect the Settlement Amount (and all other sums payable 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. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement. Hudson will not assign any of Hudson's rights and/or interests arising out of or 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.

IN WITNESS WHEREOF, the parties 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

**Hudson:**

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

\_\_\_\_\_  
Ryan Hudson

Dated: September \_\_\_\_, 2020

Dated: September \_\_\_\_, 2020

Exhibit A  
Demand Letter

(attached)



**CITY OF SISTERS**

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

June 8, 2020

**Via Certified Mail, Return Receipt and First-Class Mail**

Ryan Hudson  
425 E Washington Avenue  
Sisters, Oregon 97759

Re: City of Sisters – Illegal Tree Removal from S. Larch Street

Dear Mr. Hudson:

This letter concerns the timber trespass committed by you and Cascade Tree Works, LLC ("Cascade"). Specifically, on or about May 7, 2020, you caused Cascade to illegally remove a mature ponderosa pine from the S. Larch Street right-of-way. Photos of the removed tree are enclosed with this letter.

Sisters Municipal Code - Chapter 8.15 - Nuisances

Trees located in City's right-of-way are City's property. Section 8.15.180(2) of the Sisters Municipal Code (the "Code") prohibits trimming or cutting trees located in the right-of-way without first obtaining City's permission. Pursuant to Code Section 8.15.280(3), a person that violates Code Section 8.15.180(2) is subject to a fine not to exceed \$500.00 per violation.

You failed to obtain City's permission prior to removing the tree. In fact, City had expressly denied previous requests to remove the tree.

Oregon Revised Statutes ("ORS") 108.810 - Timber Trespass

Pursuant to ORS 105.810, any person who unlawfully removes trees from the property of another, which includes trees within public right-of-way, is liable to the tree owner for three times the value of the removed trees. Pursuant to ORS 105.810, a timber trespasser may also be liable for investigation costs, court costs, attorney fees, and reforestation expenses. According to the appraisal completed by Spindrift Forestry Consulting, LLC on May 7, 2020, the value of the removed tree is \$26,865.00. A copy of the appraisal is enclosed with this letter.

Demand for Payment

Demand is hereby made that you make payment of \$26,865.00 to City within 60 days after the date of this letter. This amount represents only the Code violation penalties (i.e., Chapter 8.15) and does not include damages and expenses incurred by City to investigate and prosecute this matter to date. You and Cascade are jointly and severally liable for all damages in this matter. **If you fail to make payment of \$26,865.00 to City within 60 days**

{16564165-01199399;1}



**CITY OF SISTERS**

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

after the date of this letter, City will pursue all rights and remedies it may have under applicable law against you, including, without limitation, (1) pursuing collection of treble damages under ORS 108.810 (\$80,595.00) and all applicable fines, penalties, and costs (which total amount will significantly exceed \$26,865.00), and (2) commencing appropriate legal action in Deschutes County Circuit Court.

Be advised that this letter does not constitute a full statement of facts and circumstances related to this matter. Further, this letter should not be construed as a waiver, release, and/or relinquishment of any rights and/or remedies available to City, whether legal or equitable, all of which are expressly reserved.

This is a serious matter with significant legal consequences. You may contact me if you have any questions regarding this letter and I am happy to meet with you and/or Cascade. They have received this same demand letter. If you have legal representation, please forward this letter to your attorney. We trust this matter will receive your immediate attention. Thank you for your anticipated assistance and cooperation.

Sincerely,



Cory Misley, City Manager  
541-280-7722  
[cmisley@ci.sisters.or.us](mailto:cmisley@ci.sisters.or.us)

Enclosures: City Forester's report w/photos of removed tree

May 7, 2020

Paul Bertagna, Director of Public Works

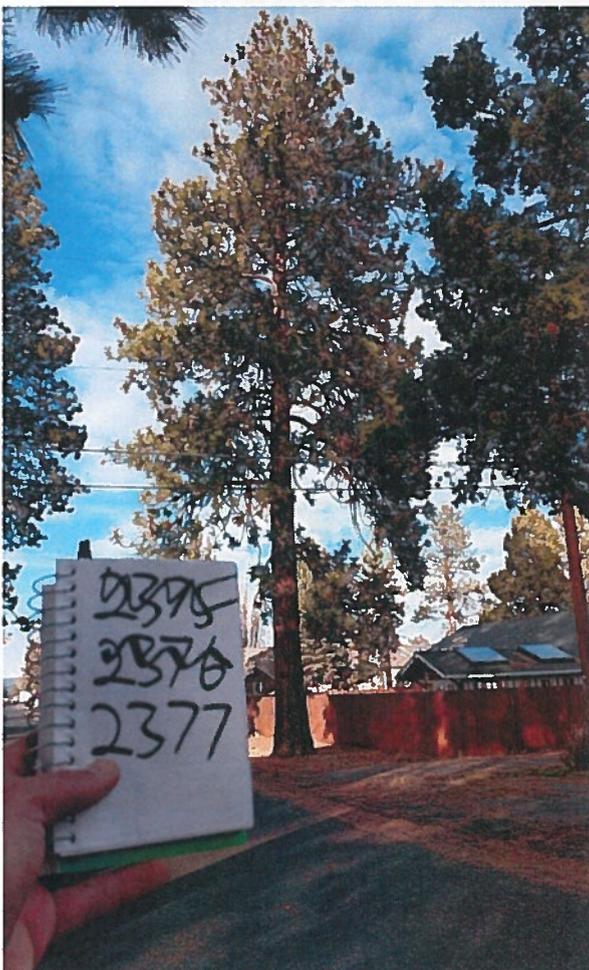
City of Sisters 520 E. Cascade Ave.

PO Box 39

Sisters, OR 97759

**Report for 415 E Washington Ave. Unauthorized ROW Tree Cutting on S. Larch Street ROW**

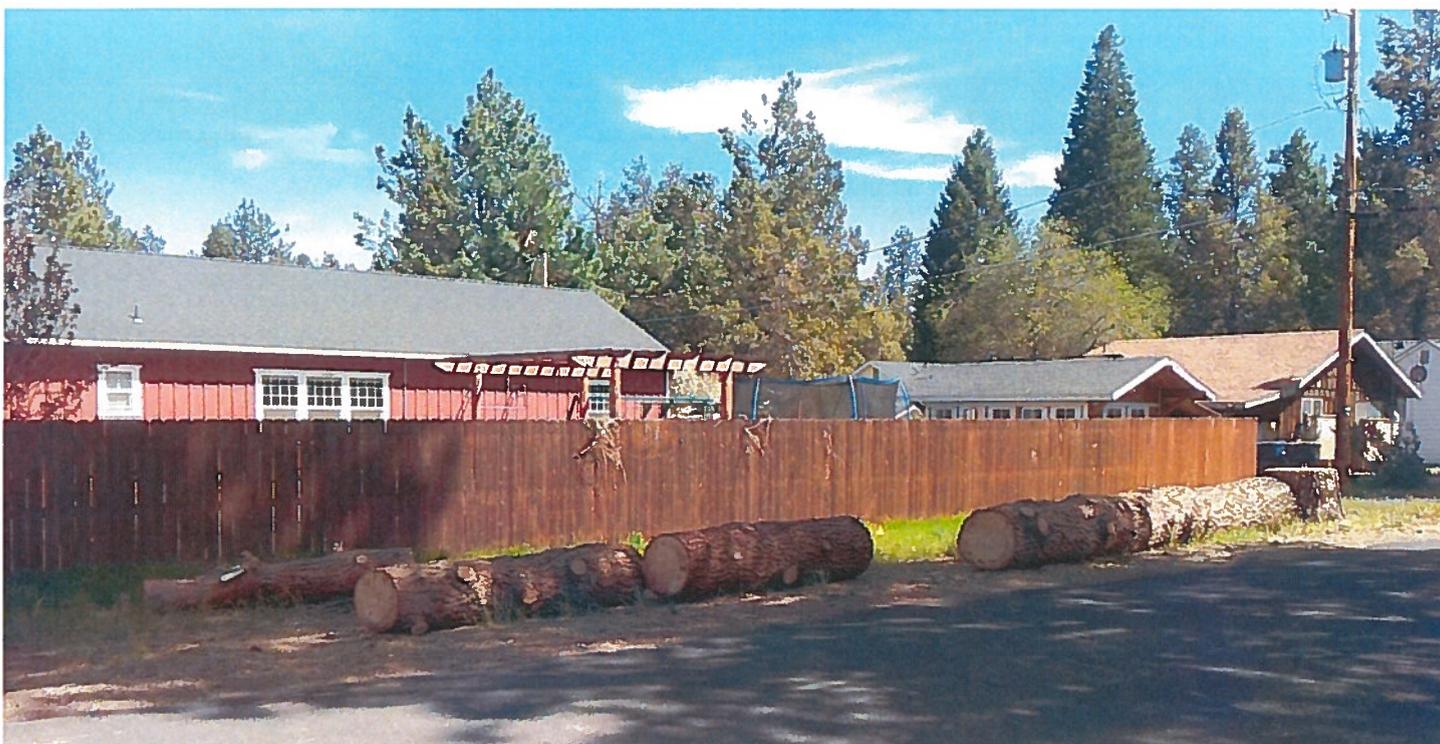
A large Ponderosa Pine was cut from the City of Sisters ROW at 415 E Washington Ave. When an on-site inspection was performed on May 7, 2020, plus a comparison of the city's inventory, it was discovered that the tree was residing in the city ROW on the east side of S Larch Street, and west of the lot of 415 E Washington Ave. Careful inspection of ROW boundaries was performed to determine with certainty the exact location of the tree.



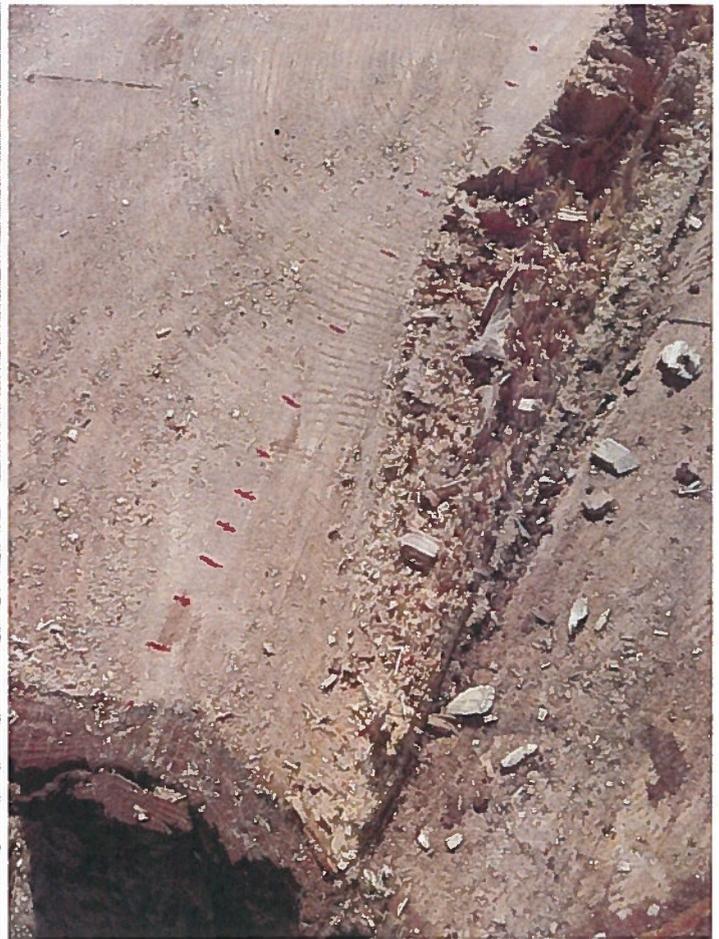
	A	B	C	D	E	F	G	H
1	Type	ADDRESS	Tree#	Species	Diameter	Height	% defect	
2	LOT	450 ROPE PL	500	ASPN	5	19	40	DROUGHT
1895		Cedar St. 308	2375	Ponderosa	20	50	5	scar
1896		Larch 356	2376	Juniper	17	55	5	scar
1897		Larch (Washington 425)	2377	Ponderosa	39	100	0	
1898		Larch (Cottonwood cafe)	2378	Juniper	22	40	5	scar
1899		Larch (Ace Hardware)	2379	Maple	4	14	0	
1900		Larch (Washington 385)	2380	Ponderosa	37	95	0	

Details from the 2018 city inventory show the tree residing in the ROW and was exhibiting good health. Tree number 2377 was previously measured at 39 inches, 100 feet tall, and shown in the 2018 photo above. The lot of 415 E. Washington Ave. is actually a yard, and the main residence is at 425 E. Washington Ave.

The following are new photos taken on May 7, 2020 showing the newly cut tree and the bole still laying in the ROW.



The 39 inch diameter at DBH was confirmed. Furthermore, the general condition of the tree was sound and in reasonable health. Lastly, the age was 130 and confirmed with a ring count.



There appeared to be no indication of any permission or prior approval to cut this city owned ROW tree.

### Evaluation and Appraisal

The 39 inch Ponderosa Pine is determined to be outright unjustifiably removed. The tree that was once present, contributed to the city landscape in many different positive ways. Attributes such as shade control, positive effect on property values, and general aesthetics all can be summarized and an actual appraised dollar figured can be calculated to show the true damage and loss to the city.

A formula is available, and approved by the Council of Tree and Landscape Appraisers (CTLA), that derives an appraised value from a loss or damage of a tree. The formula not only figures replacement value, but also takes into account the prestigious and esthetic presence of established lost large trees. This is also the same formula the City of Sisters Code recognizes, and has used in the past.

The Formula is: **Appr Value = Basic Min. Replacement Cost X Cross Sectional Area X Spc. Class X Condition X Loc. Class**

With the assumptions that basic replacement cost of a Ponderosa Pine, from local nurseries is about \$50, and all 3 classes are about 75%, field measurements can then be added to the formula to find the actual appraised value.

The formula carried out is as follows, it has a diameter of 39" at DBH, and a cross sectional area at DBH of 1194 square inches.

$$\$50 \times 1194 \text{ sq inches} \times .75 \times .75 \times .80 = \$26865.00$$

*2 classes are assumed to be 75%. The highest desirable species, condition, and location class for the site in question could be value of '1' for the most ideal scenario. Less than desirable, values of 50% or lower will be used. Trees in this neighborhood are have desirable stature, but may not all perfect, so a value of 75% is used and best represents this situation for the first two variables of species and condition. The value of 80% is used for location, because of its grandeur and the fact that it was a large city owned ROW tree. A PDF attachment provides a full detailed explanation, and can be adapted to be used in many different US cities.*

**Grand total that should be imposed is \$26865.00**

Attached is Air-Photo Lot Map and Extension Publication



DAN GALECKI, SAF CF #18954 SPINDRIFT FORESTRY CONSULTING, LLC

740 NE 3<sup>RD</sup> STR. STE 3 #210 BEND, OR 97701

(541) 647-0383 DAN@SPINDRIFTFORESTRY.COM



## Agenda Item Summary

**Meeting Date:** September 9, 2020

**Staff:** Paul Bertagna

**Type:** Regular Meeting

**Dept:** Public Works

**Subject:** FY 2020/21 Downtown Snow Removal Contract

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**Action Requested:** Discussion and Consideration of a Motion to Approve a Professional Services Agreement with Tewalt & Sons Inc. for FY 2020/21 Downtown Snow Removal and Authorize the City Manager to Execute the Agreement

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### Summary Points:

- Staff issued a 2020/21 Snow Removal Request for Bids for the public parking, sidewalks and alleys in the downtown commercial core from Adams to Washington and from Cottonwood to Locust. This was anticipated in the 20/21 workplan and approved FY 2020/21 budget.
- The objective of this contract is to provide snow removal consistency throughout the downtown for pedestrian/vehicular safety, ADA compliance and to help allow the business/property owners to show up in the morning and have their parking areas and sidewalks clean and ready for business.
- The Public Works Director or designee will make the call on when the contractors will start and stop their snow removal operations.
- Typical snow removal operations require city crews to start at 11 pm and have all the travel lanes clear in the downtown by 2 am and then the contractor will start their removal operations and be done by approximately 10 am.
- If the storm extends into a larger event, we can keep the contractors working but they will be paid by the hour once the snow level exceeds 12" for that event. This is due to the likelihood that the contractor will have to go back and clean sidewalks and parking areas for a 2<sup>nd</sup> or 3<sup>rd</sup> time.
- This contract does not provide removal operations associated with hauling snow out of the downtown after a large event or grading roads with heavy snowpack. This will still be done with city staff and contractors.
- The cost per snow event is \$6200 for the entire downtown area. If the event exceeds 12" in snow depth the contractors will then be paid hourly according to their approved rates.
- This contract is for one year with an option to renew if agreed upon by both parties.
- Business/Property Owners will not be charged for the services provided through this contract, but it only pertains to the public rights-of-way. All other private sidewalks, parking areas and miscellaneous clean-up are still the responsibility of the Business/Property Owners.
- De-icing/sanding on all sidewalks will still be the responsibility of the adjacent businesses.



CITY COUNCIL  

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**Agenda Item Summary**

**Financial Impact:** This is a \$50,000 Not to Exceed contract and staff budgeted \$50,000 in the FY20/21 Street Fund budget.

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**Attachments:** FY 2020/21 Snow Removal Contract  
Downtown Snow Removal Map

## AGREEMENT TO PROVIDE SNOW REMOVAL SERVICES

This Agreement to Provide Snow Removal Services (this "Agreement") is dated September 9, 2020, 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, Sisters, Oregon 97759, and Tewalt & Sons Inc. ("Contractor"), an Oregon corporation, whose address is 447 East Jefferson Avenue, Sisters, Oregon 97759.

### RECITAL:

Contractor is a licensed, bonded, and insured Oregon contractor (CCB License No.: 76888) engaged in the business of providing construction services on a contract basis. Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services (as defined below) for and on behalf of City.

### AGREEMENT:

NOW, THEREFORE, in consideration of the mutual promises 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. Snow Removal Services. Subject to the terms and conditions contained in this Agreement, Contractor will perform the following snow plow and snow removal services for and on behalf of City (collectively, the "Services"): (a) those services identified in the attached Schedule 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 snow 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 (or his or her designee) and perform the Services under the general direction of the public works director (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.

2. Timing; Personnel.

2.1 Timing. Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services on an on-call, as needed basis. Upon City's identification of any required Services, City will notify Contractor of the required Services (each a "Notice of Services") and Contractor will commence and perform the Services within four hours after receiving the Notice of Services. Notwithstanding anything contained in this Agreement to the contrary, Contractor will not perform any Services unless Contractor has received a Notice of Services from City's public works director (or his or her designee). During the term of this Agreement, Contractor will perform the Services between approximately November 14 and April 30 of each year, except as otherwise required or requested by City. Except as otherwise required and/or approved by City, Contractor will perform the Services during the nighttime hours between approximately 2:00 a.m. and 10:00 a.m.

2.2 Contractor Personnel. Contractor's supervisory or managerial personnel responsible for the Services is Daryl Tewart. Contractor will ensure that at least one supervisory or managerial contact is available by telephone twenty-four (24) hours per day, seven days per week. Contractor's onsite supervisor/manager will be available to City by cellular phone while Services are being performed. Contractor will provide a list of such cellular phone numbers for City upon execution of this Agreement.

3. 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 the fee and hourly rates identified in the attached Schedule 3. Contractor will submit monthly invoices to City concerning any 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 (e.g., type of Services performed, equipment and materials used, etc.); (b) the date(s) the Services were performed; (c) the number of hours spent to perform the Services on City Streets (as defined below) and sidewalks; (d) the applicable fee or hourly equipment rates as identified in Schedule 3; (e) the event triggering Contractor's performance of the Services on each particular date (e.g., snow accumulation, request made by City representative, etc.); and (f) any other information reasonably requested by City. City will pay the amount due under each Invoice within thirty (30) days after City has reviewed and approved the Invoice. City's payment will be accepted by Contractor as full compensation for performing the Services to which the Invoice relates. Notwithstanding anything contained in this Agreement to the contrary, the total compensation payable by City under this Agreement will not exceed \$50,000.00 for all Services provided by Contractor during the term of this Agreement. For purposes of this Agreement, the term "Street(s)" means those City streets depicted on the attached Exhibit A, including streets and public alleys located in "Section A" and "Section B" of the attached depiction.

4. Independent Contractor; Taxes; Licenses. Contractor is an independent contractor of City. Contractor is not an employee of City. Contractor is 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. City will not withhold any taxes from any payments made to Contractor, and Contractor will be 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 is solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services. 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). 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 6.3.

5. 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, equipment, and supplies necessary or appropriate to

perform the Services. City will not reimburse Contractor for any expenses Contractor incurs to perform the Services.

6. Contractor Representations, Warranties, and Covenants. In addition to any other representation, warranty, and/or covenant made by Contractor under this Agreement, Contractor represents, warrants, and covenants to City as follows:

6.1 Quality of Services. Contractor will perform the Services to the best of Contractor's ability, diligently, in good faith, in a good workmanlike manner, in compliance with the Laws (as defined below), and in accordance with this Agreement. Contractor will be solely responsible for the Services and any injury, damages, and/or liability to all persons or property caused directly or indirectly in connection with Contractor's performance of the Services. When performing the Services, Contractor will use every practicable means to minimize interference with traffic. Contractor will consult with and advise City on all matters concerning the Services reasonably requested by City. Contractor will make all decisions called for promptly and without unreasonable delay. Contractor has experience performing snow removal services similar to the Services on City rights-of-way. Contractor will furnish or provide all materials, tools, equipment, labor, and supplies, and will perform all labor and services, required to properly perform the Services.

6.2 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 any and all losses or claims arising out of or related to Contractor's performance of the Services (including, without limitation, damage or injury to person or property) with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; (b) Comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles that are or may be used by Contractor in connection with Contractor's performance of the Services with limits of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate; and (c) workers' compensation insurance in form and amount sufficient to satisfy the requirements of applicable Oregon law. Each liability insurance policy required under this Agreement will be in form and content satisfactory to City and will list City as an additional named insured. Contractor will not modify or cancel any insurance required under this Agreement without ten (10) days' prior written notice to City. Prior to Contractor's commencement of the Services, Contractor will furnish City with evidence satisfactory to City that Contractor has obtained the insurance coverage (and provisions) required under this Agreement.

6.3 Compliance With Laws. Contractor will 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.045, 279B.220, 279B.225, 279B.230, and 279B.235, which statutes are incorporated herein by reference. Prior to the Effective Date, Contractor obtained all licenses, approvals, and/or certificates necessary or appropriate to perform the Services, including, without limitation, a business license from City and an unexpired certificate issued by the Oregon Department of Administrative Services under ORS 279A.167. 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 Contractor, this Agreement, and/or the Services, including, without limitation, all applicable City ordinances, resolutions, policies, regulations, orders, restrictions, and guidelines, all as now in force and/or which may hereafter be amended, modified, enacted, and/or promulgated.

6.4 Indemnification. Contractor will defend and indemnify City, and each present and future employee, officer, agent, and authorized representative of City, for, from, and against any and all claims, actions, proceedings, damages, liabilities, injuries, losses, and expenses of every kind, whether known or unknown, including, without limitation, reasonable attorney fees, resulting from or arising out of, whether directly or indirectly, the following: (a) damages to property and/or injury or death to person caused directly or indirectly by Contractor (and/or Contractor's agents, employees, shareholders, officers, board members, representatives, and/or contractors); (b) Contractor's failure to pay any tax arising out of or resulting from the 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 obligation provided in this Section 6.4 will survive the termination of this Agreement.

6.5 Independent Investigation. Contractor has visited, reviewed, and evaluated the Streets (and all surrounding areas) and is satisfied with the nature and condition of the Streets (and all surrounding areas) and the general and local conditions, including, without limitation, those bearing upon transportation, disposal, availability of labor, uncertainties of weather, and any other conditions concerning the Streets (and all surrounding areas) and/or the Services, and assumes any and all risk thereof. Contractor will be subject to inspection of work from City staff. Contractor will immediately report to City any incidents, accidents or damage to property, including, without limitation, asphalt paving, curbing, manholes, landscaping, sidewalks, lighting, signage, vehicles, and/or buildings. Contractor will, at Contractor's cost and expense, immediately repair, replace, and/or restore any damaged property.

## 7. Term; Termination.

7.1 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 by the parties' mutual written agreement. 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 ten (10) days' prior written notice of such termination to Contractor.

7.2 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 "for cause" events: (a) Contractor engages in any form of dishonesty or conduct that reflects adversely on City's reputation or operations; (b) Contractor fails to comply with any Law; (c) problems occur in connection with Contractor's performance of 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 "for cause" event has occurred will be made by City in City's sole discretion.

7.3 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. Within a reasonable period of time after termination of this Agreement (but in no event later than five days after termination), Contractor will deliver to City all materials and documentation, including raw or tabulated data and work in progress, related to or concerning the Services. Termination of this Agreement will not

constitute a waiver or termination of any rights, claims, and/or causes of action a party may have against the other party.

8. Miscellaneous.

8.1 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. Contractor will not assign this Agreement to any person without City's prior written consent. 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").

8.2 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.

8.3 Governing Law; Venue; Remedies. 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. 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.

8.4 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.

8.5 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.

8.6 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. 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.

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

CITY:  
City of Sisters,  
an Oregon municipal corporation

CONTRACTOR:  
Tewalt & Sons, Inc.,  
an Oregon corporation

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

\_\_\_\_\_  
By: Daryl Tewalt, President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Schedule 1  
Services

In addition to all other Services provided under this Agreement, Contractor will perform the following Services for and on behalf of City:

(a) Contractor will perform snow plowing on assigned downtown publicly owned sidewalks (including bulb-outs), alleys, and parking areas or as directed to by City. Snow will typically be moved and stored at either end of each block or at specific locations determined and designated by City to be in the best interest of adjacent business(es), property owners, and the traveling public. Contractor will not pile snow at and/or onto curb ramps, business accesses, travel lanes, and/or private property unless written authorization is obtained from City and/or property owner, as applicable.

(b) City will determine when snowplowing will be required and will notify Contractor of service needs. City will endeavor to provide four hours' notice to Contractor prior to or during a Storm Event of the anticipated need for snow plowing service; provided, however, City's failure to provide such notice will not relieve Contractor from Contractor's obligation to respond to a call for service.

(c) Subject to Section 2.2, Contractor will provide City not less than one phone number by which Contractor may be contacted 24 hours a day, seven days per week including weekends and holidays. Contractor will have four hours from City's call for service to mobilize and arrive at the designated location within City's Downtown Commercial area. Contractor will be available to provide service 24 hours per day, seven days a week. Once called out to provide Service, Contractor will remain on site and available until released by the City.

(d) Contractor must contact the designated City representative to obtain further authorization to continue working that particular storm event if the snow depth is greater than twelve inches (12"). At that point the billable plowing will be on an hourly basis as determined by the approved rate schedule within the contract.

(e) Contractor will ensure that such equipment necessary to perform the Services is located within a four-hour response time during adverse weather and/or road conditions. Contractor's failure to meet the phone contact, equipment staging, and/or response requirements by the contractor when contacted by City, shall be sufficient for City to terminate this Agreement under Section 7.2.

Schedule 3  
Fee Schedule

Subject to the terms and conditions contained in this Agreement, Contractor will perform the Services in accordance with the following fee schedule:

1. City will pay Contractor the lump sum amount of \$6,200.00 per each Snow Event. For purposes of this Agreement, the term "Snow Event" means any accumulation of snow up to twelve inches (12") during a storm.
2. When snow accumulates to a depth greater than twelve inches (12"), City will pay Contractor at the following hourly rates:

<u>Equipment</u>	<u>Hourly Rate</u>
Truck: Large pick-up with articulating 8' minimum width blade	\$130.00 per hour
Backhoe: 20,000 lb. operating weight or larger with 7.5' minimum width bucket	\$130.00 per hour
Wheel Loader: 24,000 lb. operating weight or larger with 8.5' minimum width bucket	\$150.00 per hour
Bobcat Loader: 6,000 lb. operating weight or larger with a 5.5' minimum width bucket	\$130.00 per hour

Exhibit A  
City Streets Depiction

(attached)



SNOW REMOVAL MAP 1  
NO SCALE 1

	<h2>City of Sisters • Snow Removal</h2>		SCALE NTS	DRAWING NO  <h1>1 of 1</h1>
	<h3>Downtown Snow Removal Map Sections A &amp; B</h3>		DRAWN BY EH	
			APPROVED BY PB	
			REVISION DATE 7/29/2020	