



128 S Main St.
PO Box 445
Condon, OR 97823
P: 541-384-2711
F: 541-384-2700

**AGENDA
CITY OF CONDON
REGULAR MEETING
128 SOUTH MAIN STREET, CITY HALL, CONDON, OREGON
Wednesday, September 5, 2018, 7:00 PM**

- 1. CALL REGULAR MEETING TO ORDER**
- 2. ROLL CALL**
- 3. ADDITIONS TO AGENDA**
- 4. PUBLIC COMMENT**
- 5. CONSENT AGENDA**
 - 5.1. August 1 2018 Regular Council Minutes**
 - 5.2. Accounts Payable - August 10, 2018**
 - 5.3. Payroll Summary - August 2018**
- 6. OLD BUSINESS**
 - 6.1. Fiber Update - ROW Issue with Zayo**
 - 6.2. Housing Development Update**
- 7. NEW BUSINESS**
 - 7.1. Resolution 2019-02 -A Resolution for Workers' Compensation Volunteers**
 - 7.2. Resolution 2019-03 - A Resolution Reiterating the Need of a Reserve Fund and the Intended Sources and Uses of Funds Accumulated Therein**
 - 7.3. Discuss Public Contracting Ordinance**
 - 7.4. E-Cycling Contract**
 - 7.5. Memorandum of Understanding between Oregon DLCD and Gilliam County, City of Arlington & City of Condon**
 - 7.6. ** Addition ** Addendum to Telecommunication Contract with Converge Communications - Adam Haas**
- 8. STAFF REPORTS**
 - 8.1. Public Works - Gibb Wilkins, Superintendent**
 - 8.2. City Administrator - Kathryn Greiner**
 - 8.3. Police - Gilliam County Sheriff Office**
- 9. COUNCIL INFORMATION**
 - 9.1. LOC Region 8 Small Cities Meeting - September 20, 2018, 11 a.m. - 1 p.m., Condon City Hall**



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10. NEXT REGULAR MEETING DATE

10.1. Next regular meeting of the Condon City council will be Wednesday, October 3, 2018, 7 p.m.

11. ADJOURN REGULAR MEETING

If necessary, Executive Session may be held in accordance with ORS 192.660(2)(). As this is a regular meeting of the Condon City Council, other matters may be addressed as deemed appropriate by the Council. Assisted listening device is available for persons with impaired hearing and should be scheduled for council meetings three working days prior to the Council meeting. The City of Condon is an Equal Opportunity Provider and Employer. Complaints of discrimination should be sent to City of Condon Administrator, PO Box 445, Condon, OR 97823

Agenda prepared and distributed August 30, 2018



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City of Condon Regular Council Meeting Minutes Wednesday, August 1, 2018 7:00 PM

1. CALL REGULAR MEETING TO ORDER

Mayor Jim Hassing called the meeting to order at 7 p.m.

2. ROLL CALL

Present: Mayor Jim Hassing, Councilors Boyd Harris, Michael Cronk, Carol Harrison, Jan Stinchfield, Tom Fatland and Donald Jamieson; Staff: Kathryn Greiner, City Administrator; Gibb Wilkins, Public Works Superintendent

3. ADDITIONS TO AGENDA

Additions to the agenda was in Consent Agenda was the un-reconciled July 31, 2018 Financial Statements and in Old Business a Housing update.

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

5.1. Minutes of the July 11, 2018 Regular Council Meeting

Councilor Fatland noted that in the motion of the right-of-way fee is needed "annually" to the \$1.50 per lineal foot and that in PW Wilkins staff report he said that Well #1 at City Farm was dry. **Motion: Councilor Jan Stinchfield moved to approve the July 11, 2018 minutes as amended. The motion was seconded by Councilor Boyd Harris and approved unanimously.**

5.2. AP of July 17, 2018 - Water Improvement Project from 2017-18

Councilor Fatland asked if the charges were for materials only in the check to Ferguson and PW Wilkins said that was correct.

5.3. Accounts Payable July 2018

Councilor Carol Harrison asked what was purchased at WinSupply for the golf course and was told it was for sprinkler system parts.

5.4. Addition - Un-reconciled Financial Statements of July 31, 2018

CA Greiner explained that the financial statements are not final until the bank accounts have been reconciled. She will send out un-reconciled financial statements then post the reconciled statements when the bank statements have been completed.

6. OLD BUSINESS



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6.1. Fiber Project Update

CA Greiner said that James, Crooker of Zayo had an issue with the price set at lineal foot (LF) for use of the ROW and asked the council to revisit their decision. Crooker's email stated Zayo's concerns were an annual fee and their goal was to have a one time fee like they pay in other markets. Crooker cited Wasco, Boardman and Umatilla where this was used. CA Greiner sent back an email stating that through the city's research with the League of Oregon Cities and through the city managers listserve, that LF is used by several cities including Maupin, Jefferson and Myrtle Point. The options that CA Greiner wrote back to Crooker included a different annual LF rate, to have set years for the one time fee and not indefinite, agreement to cover the extra fees if necessary for work in the ROW with their fiber line, set aside broadband for the City of Condon's use in emergencies as a redundant path, and noting that if they begin to sell services within city limits that it would switch to a percentage of gross revenues.

Councilor Jamieson stated that he was not in favor of a one time fee and negotiate an annual rate. Councilors Stinchfield and Fatland indicated that the redundancy would be an asset to our line that is going in. Consensus of the council was to email Crooker back and relay the options that were sent by CA Greiner and to stress the need for redundant system.

CA Greiner reported that she had a conversation with consultant Adam Haas regarding the city's fiber project from Arlington to Condon and Inland Development would like to have the line completed by January 1, 2019. Haas has also been in conversation with Arlington TV Cooperative about location of the north end Point of Presence (POP) in a carrier neutral facility. CA Greiner will attend the Arlington TV cooperative meeting with Haas next Tuesday. The facility at the south end is being discussed with Columbia Basin Electric Cooperative (CBEC) near the substation on the corner of Cottonwood and Main Street/Brown Lane. CBEC has submitted a draft IRU for dark fiber and that document is with Mark Tricherco, telecom attorney for review and expected back in the next two weeks.

6.2. Addition - Housing Update

CA Greiner presented the council with an email from Engineer of Record David Wildman that laid out rough estimates to get water and sewer to the proposed subdivision north of the golf course. Mayor Hassing stated that at the recent Oregon Mayor's Association conference, he spoke with a representative of Sen. Merkley's office that there may be some block grants for the housing project. CA Greiner has sent an email to the regional Business Oregon representative Courtney Crowell to inquire of the grant opportunities. Councilor Jamieson asked if the city's Public Works crew would be available to install the sewer line. PW Wilkins said that they may be able to do it if the weather cooperates and CA Greiner stated that new sewer lines in the past have been done by a contractor and must be engineered. The replacement of any lines has been done by the PW crew. Councilor Jameson asked for price differences between the different options of the lots to see if it was more economical to do one plan over another.

7. NEW BUSINESS

7.1. Natural Hazard Mitigation Plan - Chris Fitzsimmons Gilliam County Sheriff Office

Chris Fitzsimmons of the Gilliam County Sheriff Office and Nicolie Mehrling, contractor and RARE student presented the council with Gilliam County and City of Condon Natural Hazard Mitigation Plan. The plan must be reviewed and approved every five years in conjunction with FEMA and the Oregon Emergency Management Agency. Mehrling and Fitzsimmons met with PW Wilkins and CA Greiner to discuss potential hazards within Condon basing the score of each on how many people it would affect and property damage. The plan is necessary to apply and possibly receive grants from FEMA. The City has the highest score of damage due to a winter storm than any other. Fitzsimmons discussed the wildfire possibilities and it was noted that during the last fire several years ago it was determined that for the most part Condon has appropriate defensible space surrounding the city. Councilor Harris inquired in the recent wildfires would adversely effect any funding available and Fitzsimmons replied that it is from different sources. Mehrling noted that hazards that rise to the top of the list are due to repetitive losses and Condon is fortunate to not have such losses. Fitzsimmons stated that the plan has been reviewed by Gilliam County, then will be reviewed by City of Arlington next week but has been submitted to FEMA for review. Once it has been approved by FEMA it will come back to the city to approve which could take 3-6 months.



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7.2. OLCC License Renewals - B&C Grocery, Condon Food Mart, Elks Lodge #1869 Condon, Murray's Condon Pharmacy, The Historic Hotel Condon, The Round-Up Bar & Kitchen and Two Boys Meat & Groceries

Mayor Hassing noted that B&C Grocery had contacted the city to state they would not need their license approved this year. **A motion was made by Councilor Jamieson to approved the OLCC licenses for Condon Food Mark, Elks Lodge #1869 Condon, Murray's Condon Pharmacy, The Historic Hotel Condon, The Round-Up Bar & Kitchen and Two Boys Meat & Groceries. The motion was seconded by Councilor Fatland and approved unanimously.**

7.3. Resolution 2019-01 - A Resolution to Apply for ODOT Special City Allotment Grant 2018

A motion was made by Councilor Fatland to approve Resolution 2019-01 - A Resolution to approved ODOT Special City Allotment Grant. The motion was seconded by Councilor Harris and approved unanimously. CA Greiner noted that the grant was submitted Tuesday, July 31 for East Street between Gilliam and Summit Streets for \$100,000.

8. STAFF REPORTS

8.1. Public Works

PW Wilkins said that 11.9 million gallons were pumped in July which is about average for this time of year. The crew is still having issues with the VFD at City Farm and may need to replace it at a cost of \$25,000. He asked for guidance in a water conservation conversation with the large users as several of them are seen to be watering in the middle of the day were evaporation is at its peak. The council is supportive of PW to talk to the biggest users to educate them and alert them to the fact that overuse may cause the city to shut their water off and asked to add this item to the retreat agenda. He said that lagoon number 2 had been drained and weeded and that the project on Spring Street is progressing slowly due to the rock.

8.2. Administration

CA Greiner reported that the person that asked to purchase the city property near the sewer plant asked to lease it and the consensus of the council is not to lease it at this time. She reported that a letter had been received from Waste Connections from DEQ that the recycle material market is still uncertain so they have extended the deadline to put recyclable in the landfill from August 1 to October 1. CA Greiner anticipates it will continue to be extended. She gave an update on the ODOT Safe Routes to School Grant and it appears that the requirements may not fit the city of Condon's project. She will still submit a letter of intent by the end of August as jurisdictions may have the same issues.

8.3. Police

Sheriff Gary Bettencourt asked the council about the city's police vehicles. CA Greiner reported that both vehicles had some years on them and they were worth minimal and if a need did arise their for another car, there are departments that have them available. Sheriff Bettencourt stated that the county purchased the speed sign and would trade that to the city for the Trailblazer but the council was not concerned about having to trade. **A motion was made by Councilor Jamieson to sign the two police vehicles over to the Gilliam County Sheriff's office. The motion was seconded by Councilor Stinchfield and approved unanimously.**

Sheriff Bettencourt added that he has issues three tickets regarding dogs and is working on two weed complaints. They briefly discussed reports from the Sheriff's office for council packets with Chris Fitzsimmons said that she would send them to CA Greiner when complete then they will be added to the council packet for the next month. A representative of the GCSO will attend meetings to give a verbal report unless there is a conflict with schedules.

8.4. Mayor/Council

Mayor Hassing stated that he had recently attended the Oregon Mayors Association conference and said that the City of Condon is in a lot better shape than other cities. He stated that others may not have financial reports, retreats or goals and that he felt his council was well informed. He mentioned that talking with a representative of Business Oregon that there may be block grants available and CA Greiner will look into their availability. Mayor Hassing felt like it was worth his time to attend the conference.



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9. COUNCIL INFORMATION

9.1. Gilliam County & City of Condon Community Gathering - Police

10. NEXT REGULAR MEETING DATE

Next meeting of the Condon City Council is scheduled for Wednesday, September 5, 2018, 7 p.m.

11. ADJOURN REGULAR MEETING

Meeting was adjourned at 8:19 p.m.

Jim Hassing, Mayor

Date _____

ATTEST: _____
Kathryn Greiner City Administrator

Date _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ARAMARK UNIFORM SERVICES							
115	ARAMARK UNIFORM SERVICES	JULY 2018	Janitorial	07/31/2018	208.40	.00	
Total ARAMARK UNIFORM SERVICES:					208.40	.00	
BENNETT'S POINT S TIRE & AUTO							
859	BENNETT'S POINT S TIRE & AU	1032112	Service of 2010 P-up	07/24/2018	32.10	.00	
859	BENNETT'S POINT S TIRE & AU	1032112	Service of 2010 P-up	07/24/2018	32.10	.00	
859	BENNETT'S POINT S TIRE & AU	1032142	PW Tires 2010 Chev	07/25/2018	507.38	.00	
859	BENNETT'S POINT S TIRE & AU	1032142	PW Tires 2010 Chev	07/25/2018	507.37	.00	
859	BENNETT'S POINT S TIRE & AU	1032163	Mayor Travel Fuel	07/25/2018	52.20	.00	
Total BENNETT'S POINT S TIRE & AUTO:					1,131.15	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	52683	Copier Charge	07/26/2018	16.48	.00	
Total BOHN'S PRINTING:					16.48	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	33329	E coli Coliform Testing	07/24/2018	35.00	.00	
151	BOX R WATER ANALYSIS LAB	333319	BOD TOSS	07/24/2018	90.50	.00	
151	BOX R WATER ANALYSIS LAB	33332	E coli Coliform Testing	07/24/2018	35.00	.00	
151	BOX R WATER ANALYSIS LAB	33333	E coli Coliform Testing	07/24/2018	35.00	.00	
151	BOX R WATER ANALYSIS LAB	333330	E coli Coliform Testing	07/24/2018	35.00	.00	
151	BOX R WATER ANALYSIS LAB	333331	E coli Coliform Testing	07/24/2018	35.00	.00	
151	BOX R WATER ANALYSIS LAB	33334	E coli Coliform Testing	07/24/2018	35.00	.00	
151	BOX R WATER ANALYSIS LAB	33335	E coli Coliform Testing	07/24/2018	35.00	.00	
151	BOX R WATER ANALYSIS LAB	33336	E coli Coliform Testing	07/24/2018	35.00	.00	
151	BOX R WATER ANALYSIS LAB	33337	E coli Coliform Testing	07/24/2018	35.00	.00	
151	BOX R WATER ANALYSIS LAB	33338	E coli Coliform Testing	07/24/2018	35.00	.00	
Total BOX R WATER ANALYSIS LAB:					440.50	.00	
CASELLE , INC							
166	CASELLE , INC	89185	10 month Computer Support	07/20/2018	1,190.00	.00	
166	CASELLE , INC	89185	10 month Computer Support	07/20/2018	1,191.00	.00	
166	CASELLE , INC	89185	10 month Computer Support	07/20/2018	1,191.00	.00	
Total CASELLE , INC:					3,572.00	.00	
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	JULY 2018	City Hall	07/31/2018	140.69	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	GC Pump	07/31/2018	133.07	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	Park	07/31/2018	127.74	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	Memorial Hall	07/31/2018	73.27	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	Ward Street Shop	07/31/2018	28.60	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	GC clubhouse	07/31/2018	43.40	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	Sewer Plant Pivot	07/31/2018	745.71	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	Disposal Plant	07/31/2018	284.75	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	GC Water	07/31/2018	242.76	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	City Farm	07/31/2018	3,631.46	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	Street Lights	07/31/2018	1,444.25	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
169	COLUMBIA BASIN ELECTRIC	JULY 2018	Reservoir	07/31/2018	31.95	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	GC Well	07/31/2018	101.38	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	Swimming Pool	07/31/2018	634.72	.00	
169	COLUMBIA BASIN ELECTRIC	JULY 2018	Library	07/31/2018	274.34	.00	
Total COLUMBIA BASIN ELECTRIC:					7,938.09	.00	
COLUMBIA BASIN HS RODEO							
170	COLUMBIA BASIN HS RODEO	AUG 2018	Donation/HS Rodeo	07/19/2018	75.00	.00	
Total COLUMBIA BASIN HS RODEO:					75.00	.00	
COUNTRY FLOWERS							
204	COUNTRY FLOWERS	JULY 2018	Meeting Expense	07/31/2018	20.85	.00	
204	COUNTRY FLOWERS	JULY 2018	Admin Supplies	07/31/2018	57.00	.00	
Total COUNTRY FLOWERS:					77.85	.00	
CROWN PAPER & JANITORIAL							
642	CROWN PAPER & JANITORIAL	245123	Park Supplies	08/02/2018	62.95	.00	
642	CROWN PAPER & JANITORIAL	247187	Pool Supplies	08/03/2018	158.06	.00	
Total CROWN PAPER & JANITORIAL:					221.01	.00	
D & A							
216	D & A	JULY 2018	95 Chev Repair	07/19/2018	168.33	.00	
216	D & A	JULY 2018	95 Chev Repair	07/19/2018	168.32	.00	
Total D & A:					336.65	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	JULY 2018	Water Impr Fuel	07/31/2018	629.70	.00	
Total DEVIN OIL COMPANY:					629.70	.00	
GILLIAM COUNTY LIBRARY							
890	GILLIAM COUNTY LIBRARY	AUG 2018	Art & Music Grant Missoula Childr	08/10/2018	2,000.00	.00	
Total GILLIAM COUNTY LIBRARY:					2,000.00	.00	
GILLIAM COUNTY SHERIFF							
276	GILLIAM COUNTY SHERIFF	JULY - DEC 20	6 months Police Contract	08/03/2018	10,500.00	.00	
Total GILLIAM COUNTY SHERIFF:					10,500.00	.00	
GMW INDUSTRIES, INC.							
768	GMW INDUSTRIES, INC.	155	Pool Pump Repair	08/01/2018	1,980.00	.00	
Total GMW INDUSTRIES, INC.:					1,980.00	.00	
GREINER, KATHRYN							
347	GREINER, KATHRYN	JULY 2018	Retirement Party Reimbursement	07/30/2018	85.00	.00	
Total GREINER, KATHRYN:					85.00	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	CL82784	Water Improvement	07/31/2018	390.62	.00	
304	HATTENHAUER DIST.	CL82784	Golf	07/31/2018	204.05	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
304	HATTENHAUER DIST.	CL82784	Park Fuel	07/31/2018	32.96	.00	
Total HATTENHAUER DIST.:					627.63	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	JULY 2018	Administration	08/01/2018	135.56	.00	
766	HOME TELEPHONE COMPANY	JULY 2018	Pool	08/01/2018	46.69	.00	
766	HOME TELEPHONE COMPANY	JULY 2018	Police	08/01/2018	111.62	.00	
766	HOME TELEPHONE COMPANY	JULY 2018	Water	08/01/2018	145.63	.00	
766	HOME TELEPHONE COMPANY	JULY 2018	Sewer	08/01/2018	95.84	.00	
Total HOME TELEPHONE COMPANY:					535.34	.00	
INLAND CHEMICAL SERVICE							
324	INLAND CHEMICAL SERVICE	072018015	Park Supplies	07/31/2018	120.00	.00	
Total INLAND CHEMICAL SERVICE:					120.00	.00	
JAMIESON & MARSHALL							
328	JAMIESON & MARSHALL	JULY 2018	Pool Repairs	07/30/2018	719.40	.00	
328	JAMIESON & MARSHALL	JULY 2018	Water Supplies	07/30/2018	8.50	.00	
Total JAMIESON & MARSHALL:					727.90	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	JULY 2018	Janitorial	07/31/2018	2.78	.00	
371	M & A AUTO PARTS	JULY 2018	Golf Supplies	07/31/2018	19.43	.00	
371	M & A AUTO PARTS	JULY 2018	Golf Repair	07/31/2018	15.10	.00	
371	M & A AUTO PARTS	JULY 2018	Park	07/31/2018	29.46	.00	
371	M & A AUTO PARTS	JULY 2018	Pool	07/31/2018	14.05	.00	
371	M & A AUTO PARTS	JULY 2018	Streets	07/31/2018	6.58	.00	
371	M & A AUTO PARTS	JULY 2018	Water	07/31/2018	36.38	.00	
371	M & A AUTO PARTS	JULY 2018	Sewer	07/31/2018	20.16	.00	
371	M & A AUTO PARTS	JULY 2018	Sewer	07/31/2018	14.99	.00	
371	M & A AUTO PARTS	JULY 2018	Water Improvement	07/31/2018	191.20	.00	
Total M & A AUTO PARTS:					350.13	.00	
MCMC OCCUPATIONAL HEALTH							
891	MCMC OCCUPATIONAL HEALT	10651	Fitzsimmong testing	07/27/2018	32.00	.00	
Total MCMC OCCUPATIONAL HEALTH:					32.00	.00	
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	JULY 2018	Pool Propane	07/31/2018	622.77	.00	
Total MORROW COUNTY GRAIN GROW.:					622.77	.00	
MURRAY'S CONDON PHARMACY							
394	MURRAY'S CONDON PHARMAC	JULY 2018	Administration	07/25/2018	10.29	.00	
394	MURRAY'S CONDON PHARMAC	JULY 2018	Park	07/25/2018	11.98	.00	
Total MURRAY'S CONDON PHARMACY:					22.27	.00	
OFFICE DEPOT							
427	OFFICE DEPOT	162075724001	Office Supplies	07/11/2018	286.94	.00	
427	OFFICE DEPOT	162152874001	Office Supplies	07/11/2018	46.76	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total OFFICE DEPOT:					333.70	.00	
OPEN COUNTRY FARM							
433	OPEN COUNTRY FARM	JULY 2018	Park Supplies	07/25/2018	21.25	.00	
Total OPEN COUNTRY FARM:					21.25	.00	
OREGON DEPARTMENT OF TRANS.							
421	OREGON DEPARTMENT OF TR	PROJ S005/06	STIP Project Match	08/02/2018	13,351.00	.00	
Total OREGON DEPARTMENT OF TRANS.:					13,351.00	.00	
TENNESON ENGINEERING							
533	TENNESON ENGINEERING	18-360	Water Improvement Testing	07/26/2018	439.67	.00	
Total TENNESON ENGINEERING:					439.67	.00	
THE TIMES-JOURNAL							
540	THE TIMES-JOURNAL	JULY 2018	Transfer station/clean up	07/31/2018	20.00	.00	
540	THE TIMES-JOURNAL	JULY 2018	election	07/31/2018	32.50	.00	
Total THE TIMES-JOURNAL:					52.50	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	JULY 2018	Pool	07/25/2018	108.59	.00	
548	TWO BOYS MEAT & GROCERY	JULY 2018	Water	07/25/2018	17.07	.00	
548	TWO BOYS MEAT & GROCERY	JULY 2018	Water Improvement	07/25/2018	4.18	.00	
Total TWO BOYS MEAT & GROCERY:					129.84	.00	
Grand Totals:					46,577.83	.00	

Dated: _____

Mayor: _____

City Administrator: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Date	Payee	Employee Number	Reference Number	Check Number	M	Gross	Expense	*	FICA	FWT	SWT	Deduct	Net	D	Info	F/T
08/31/2018																
PC																
08/31/2018	FATLAND, HANNAH	202	11	634		90.85								D		.00
08/31/2018	FITZSIMMONS, AARON P	47	1	635		4,353.44								D		.00
08/31/2018	FOWLER, TAMARA	88	10	636		1,092.00								D		.00
08/31/2018	FRAZEE, JEREMY A.	88	9	637		78.00								D		.00
08/31/2018	GREINER, KATHRYN MARIE	52	2	638		4,970.30								D		.00
08/31/2018	JOHNSON, SHELLIE D.	208	12	639		2,000.00								D		.00
08/31/2018	JOHNSON, BRADLEY C.	87	8	540		2,392.00								D		.00
08/31/2018	WILKINS, GIBB	75	3	541		4,129.90								D		.00
08/31/2018	ACKERMAN, PAIGE	209	13	16869		160.65								D		.00
08/31/2018	BARRERA, EVERARDO	210	14	16870		426.88								D		.00
08/31/2018	CARNINE, ALYSSA E.	214	15	16871		1,468.74								D		.00
08/31/2018	GEER, SIDNEY N	222	19	16872		1,139.25								D		.00
08/31/2018	HOMER, TREY D.	217	16	16873		1,204.88								D		.00
08/31/2018	JAEGER, KATHERINE E	221	18	16874		522.11								D		.00
08/31/2018	MOORE, KAYLA	225	22	16875		1,399.13								D		.00
08/31/2018	MYERS, SANDRA	80	6	16876		196.00								D		.00
08/31/2018	NATTON, KATIE N.	224	21	16877		1,107.75								D		.00
08/31/2018	SCHMIDT, ETHEN J.	223	20	16878		2,04.75								D		.00
08/31/2018	SCHOLL, DERRICK A.	83	7	16879		2,578.00								D		.00
08/31/2018	STARR, SARA	76	4	16880		128.80								D		.00
08/31/2018	WINSLOW, DESIREE A	219	17	16881		342.72								D		.00
08/31/2018	WISE, ROBERT C.	77	5	16882		285.00								D		.00
Total PC:		3348	22	22		30,256.15										.00

PC Hours/Units/Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	1,855.49	.00					
2-01	Overtime Pay	18.00	.00	Direct Deposit Net	13,641.82-	D	Informational	.00
3-01	Vacation Pay Used	38.00	.00	Net	9,078.82-		Info Tips Reported	.00
4-00	Sick Pay	17.00	.00				Fringe Benefit	.00
10-00	Business Days	24.00	.00					

Manual Check D=Direct Deposit Net *Includes EIC T=Tips Reported F=Fringe Benefits

**CITY OF CONDON, OREGON
FAIRWAY DRIVE HOUSING PROJECT
PRELIMINARY COST ESTIMATE
WATER AND SEWER EXTENSIONS TO SITE
August 30, 2018**

DRAFT

NO.	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
WATER SYSTEM					
1	Mobilization	LS	\$ 9,500	All Req'd	\$ 9,500
2	Temporary Protection and Direction of Traffic/Project Safety	LS	8,000	All Req'd	8,000
3	16- inch Water Line	LF	58	1,300	75,400
4	12-inch Water Line	LF	50	450	22,500
5	16-inch Gate Valve	EA	3,500	2	7,000
6	12-inch Gate Valve	EA	2,500	2	5,000
7	Hydrants and Auxiliary Valve	EA	5,000	3	15,000
8	Rock Excavation	CY	130	260	33,800
9	Connection to Existing Line	EA	1,650	2	3,300
10	Gravel Surface Restoration	SY	15	435	6,525
11	Lawn Seeding	SY	10	50	500
12	Natural Area Seeding	SY	4	100	400
Total Estimated Water System Construction Cost					\$ 187,000
Administration, Engineering, and Contingency (35%)					65,400
ESTIMATED WATER EXTENSION TO SITE PROJECT COST					\$ 252,400
SEWER SYSTEM					
1	Mobilization	LS	\$ 7,250	All Req'd	\$ 7,250
2	Temporary Protection and Direction of Traffic/Project Safety	LS	3,000	All Req'd	3,000
3	8-inch Gravity Sewer	LF	52	1,200	62,100
4	Manholes	EA	4,000	4	16,000
5	Rock Excavation	CY	130	400	51,942
6	Lawn Seeding	SY	10	335	3,350
7	Natural Area Seeding	SY	4	70	280
Total Estimated Sewer System Construction Cost					\$ 144,000
Administration, Engineering, and Contingency (35%)					50,000
ESTIMATED SEWER EXTENSION TO SITE PROJECT COST					\$ 194,000



CITY OF
CONDON, OREGON
FAIRWAY DRIVE HOUSING PROJECT
PRELIMINARY COST ESTIMATE
WATER AND SEWER
EXTENSIONS TO SITE

**TABLE
1**

PRELIMINARY PROJECT COST ESTIMATE - DEVELOPED AUGUST 30, 2018
INFRASTRUCTURE COSTS - OPTION 1 LAYOUT

DRAFT

NO.	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
WATER SYSTEM					
1	Mobilization/Demobilization (5%)	LS	\$ 11,000	All Req'd	\$ 11,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	2,000	All Req'd	2,000
3	8-inch Water Line	LF	45	1,500	67,500
4	8-inch Gate Valve	EA	2,500	2	5,000
5	Hydrants and Auxiliary Valve	EA	5,000	3	15,000
6	1-inch Water Service Connection/Meter ¹	EA	750	28	21,000
7	1-inch Water Service Line ¹	LF	30	840	25,200
9	Connection to Existing Line	EA	1,500	2	3,000
8	Rock Excavation ²	CY	130	390	50,700
Total Estimated Water System Construction Cost					\$ 200,000
SEWER SYSTEM					
1	Mobilization/Demobilization (5%)	LS	\$ 11,000	All Req'd	\$ 11,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	2,000	All Req'd	2,000
3	8-inch Gravity Sewer	LF	52	1,050	54,600
4	Manhole	EA	4,000	4	16,000
5	6-inch Gravity Sewer	LF	45	200	9,000
6	Cleanout	EA	900	1	900
7	Sewer Service Connection ¹	EA	400	28	11,200
8	Sewer Service Line ¹	LF	46	840	38,640
9	Connection to Existing Manhole	EA	1,500	1	1,500
10	Rock Excavation ²	CY	130	400	52,000
Total Estimated Sewer System Construction Cost					\$ 197,000
ROAD AND SIDEWALK					
1	Mobilization	LS	\$ 24,000	All Req'd	\$ 24,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	5,000	All Req'd	5,000
3	Clearing and Grubbing	LS	10,000	All Req'd	10,000
4	Fairway Loop ³	Foot	200	1,400	280,000
5	Bogey Lane ³	Foot	200	110	22,000
6	Curb Ramp	EA	8	2,000	16,000
7	Signage	LS	500	All Req'd	500
Total Estimated Road and Sidewalk Construction Cost					\$ 358,000
STORM SEWER					
1	Mobilization	LS	\$ 7,000	All Req'd	\$ 7,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	2,000	All Req'd	2,000
3	Manhole	EA	4,000	1	4,000
4	Catch Basin	EA	1,500	4	6,000
5	Solid Wall Polyvinyl Chloride Storm Sewer Pipe, 10-inch Diameter	LF	42	800	33,600
6	Pond Excavation	CY	6	350	2,100
7	Pond Site Work	LS	5,000	All Req'd	5,000
8	Rock Excavation ²	CY	130	116	15,080
Total Estimated Storm Sewer Construction Cost					\$ 75,000
Total Option 1 On-Site Estimated Construction Cost					\$ 830,000
Administration, Engineering, and Contingency (35%)					291,000
TOTAL OPTION 1 ESTIMATED PROJECT COST					\$ 1,121,000
Total Option 1 Lots to be Developed					28
Total Option 1 On-site Infrastructure Cost Per Lot					\$ 40,036

Notes

¹ Assumes 28 service connections and 30 feet of service line per lot.

² Assumes a solid rock depth 3 feet below ground surface.

³ Includes 3 inches of asphalt, 12 inches of subgrade rock, and a 40-foot road width.



CITY OF
CONDON, OREGON
FAIRWAY DRIVE HOUSING PROJECT
PRELIMINARY COST ESTIMATE
INFRASTRUCTURE COSTS -
OPTION 1 LAYOUT

**TABLE
2**

PRELIMINARY PROJECT COST ESTIMATE - DEVELOPED AUGUST 30, 2018
INFRASTRUCTURE COSTS - OPTION 3 LAYOUT

DRAFT

NO.	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
WATER SYSTEM					
1	Mobilization/Demobilization (5%)	LS	\$ 6,000	All Req'd	\$ 6,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	2,000	All Req'd	2,000
3	8-inch Water Line	LF	45	525	23,625
4	8-inch Gate Valve	EA	2,500	3	7,500
5	Hydrants and Auxiliary Valve	EA	5,000	3	15,000
6	1-inch Water Service Connection/Meter ¹	EA	750	21	15,750
7	1-inch Water Service Line ¹	LF	30	1,100	33,000
8	Connection to Existing Line	EA	1,500	3	4,500
9	Rock Excavation ²	CY	130	175	22,750
Total Estimated Water System Construction Cost					\$ 130,000
SEWER SYSTEM					
1	Mobilization/Demobilization (5%)	LS	\$ 12,000	All Req'd	\$ 12,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	2,000	All Req'd	2,000
3	8-inch Gravity Sewer	LF	52	1,550	80,600
4	Manhole	EA	4,000	6	24,000
5	6-inch Gravity Sewer	LF	45	225	10,125
6	Cleanout	EA	900	3	2,700
7	Sewer Service Connection ¹	EA	400	21	8,400
8	Sewer Service Line ¹	LF	46	690	31,740
9	Connection to Existing Manhole	EA	1,500	1	1,500
10	Rock Excavation ²	CY	130	590	76,700
Total Estimated Sewer System Construction Cost					\$ 250,000
ROAD AND SIDEWALK					
1	Mobilization	LS	\$ 8,000	All Req'd	\$ 8,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	5,000	All Req'd	5,000
3	Clearing and Grubbing	LS	10,000	All Req'd	10,000
4	Road Section ^{3, 4}	Foot	200	840	168,000
5	Curb Ramp	EA	6	2,000	12,000
6	Signage	LS	1,000	All Req'd	1,000
Total Estimated Road and Sidewalk Construction Cost					\$ 204,000
STORM SEWER					
1	Mobilization	LS	\$ 6,000	All Req'd	\$ 6,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	2,000	All Req'd	2,000
3	Manhole	EA	4,000	4	16,000
4	Catch Basin	EA	1,500	3	4,500
5	Solid Wall Polyvinyl Chloride Storm Sewer Pipe, 10-inch Diameter	LF	42	1,070	44,940
6	Pond Excavation	CY	6	350	2,100
7	Pond Site Work	LS	5,000	All Req'd	5,000
8	Rock Excavation ²	CY	130	260	33,800
Total Estimated Storm Sewer Construction Cost					\$ 114,000
Total Option 3 On-Site Estimated Construction Cost					\$ 698,000
Administration, Engineering, and Contingency (35%)					244,000
TOTAL OPTION 3 ESTIMATED PROJECT COST					\$ 942,000
Total Option 3 Lots to be Developed					21
Total Option 3 On-site Infrastructure Cost Per Lot					\$ 44,857

Notes

¹ Assumes 21 service connections and 30 feet of service line per lot.

² Assumes a solid rock depth 3 feet below ground surface.

³ Road length adjusted to account for cul-de-sacs.

⁴ Includes 3 inches of asphalt, 12 inches of subgrade rock, and a 40-foot road width.



CITY OF
CONDON, OREGON
FAIRWAY DRIVE HOUSING PROJECT
PRELIMINARY COST ESTIMATE
INFRASTRUCTURE COSTS -
OPTION 3 LAYOUT

**TABLE
3**

PRELIMINARY PROJECT COST ESTIMATE - DEVELOPED AUGUST 30, 2018
INFRASTRUCTURE COSTS - OPTION 5 LAYOUT

DRAFT

NO.	DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED QUANTITY	TOTAL PRICE
WATER SYSTEM					
1	Mobilization/Demobilization (5%)	LS	\$ 9,000	All Req'd	\$ 9,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	2,000	All Req'd	2,000
3	8-inch Water Line	LF	45	1,300	58,500
4	8-inch Gate Valve	EA	2,500	2	5,000
5	Hydrants and Auxiliary Valve	EA	5,000	3	15,000
6	1-inch Water Service Connection/Meter ¹	EA	750	21	15,750
7	1-inch Water Service Line ¹	LF	30	735	22,050
8	Connection to Existing Line	EA	1,500	2	3,000
9	Rock Excavation ²	CY	130	430	55,900
Total Estimated Water System Construction Cost					\$ 186,000
SEWER SYSTEM					
1	Mobilization/Demobilization (5%)	LS	\$ 10,000	All Req'd	\$ 10,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	2,000	All Req'd	2,000
3	8-inch Gravity Sewer	LF	52	1,180	61,360
4	Manhole	EA	4,000	5	20,000
5	6-inch Gravity Sewer	LF	45	160	7,200
6	Cleanout	EA	900	2	1,800
7	Sewer Service Connection ¹	EA	400	21	8,400
8	Sewer Service Line ¹	LF	46	735	33,810
9	Connection to Existing Manhole	EA	1,500	1	1,500
10	Rock Excavation ²	CY	130	440	57,200
Total Estimated Sewer System Construction Cost					\$ 203,000
ROAD AND SIDEWALK					
1	Mobilization	LS	\$ 15,000	All Req'd	\$ 15,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	5,000	All Req'd	5,000
3	Clearing and Grubbing	LS	10,000	All Req'd	10,000
4	Road Section ³	Foot	200	1,300	260,000
5	Curb Ramp	EA	4	2,000	8,000
6	Signage	LS	500	All Req'd	500
Total Estimated Road and Sidewalk Construction Cost					\$ 299,000
STORM SEWER					
1	Mobilization	LS	\$ 4,000	All Req'd	\$ 4,000
2	Temporary Protection and Direction of Traffic/Project Safety	LS	2,000	All Req'd	2,000
3	Manhole	EA	4,000	1	4,000
4	Catch Basin	EA	1,500	5	7,500
5	Solid Wall Polyvinyl Chloride Storm Sewer Pipe, 10-inch Diameter	LF	42	900	37,800
6	Pond Excavation	CY	6	350	2,100
7	Pond Site Work	LS	5,000	All Req'd	5,000
8	Rock Excavation ²	CY	130	160	20,800
Total Estimated Storm Sewer Construction Cost					\$ 83,000
Total Option 5 On-Site Estimated Construction Cost					\$ 771,000
Administration, Engineering, and Contingency (35%)					270,000
TOTAL OPTION 5 ESTIMATED PROJECT COST					\$ 1,041,000
Total Option 5 Lots to be Developed					21
Total Option 5 On-site Infrastructure Cost Per Lot					\$ 49,571

Notes

¹ Assumes 21 service connections and 30 feet of service line per lot.

² Assumes a solid rock depth 3 feet below ground surface.

³ Includes 3 inches of asphalt, 12 inches of subgrade rock, and a 40-foot road width.



CITY OF
CONDON, OREGON
FAIRWAY DRIVE HOUSING PROJECT
PRELIMINARY COST ESTIMATE
INFRASTRUCTURE COSTS -
OPTION 5 LAYOUT

**TABLE
4**

City of Condon

Resolution 2019-02

Volunteer Resolution

A resolution extending workers' compensation coverage to volunteers of City of Condon in which City of Condon elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteers listed in this resolution, noted on CIS payroll schedule, and verified at audit:

1. Public Safety Volunteers

Applicable ___ Non-applicable XX

An assumed monthly wage of \$800 per volunteer will be used for public safety volunteers in the following volunteer positions (check all that apply):

☐ Police reserve

2. Volunteer boards, commissions, and councils for the performance of administrative duties.

Applicable XX Non-applicable _____

An aggregate assumed annual wage of \$2,500 will be used per each volunteer board, commission, or council for the performance of administrative duties. The covered bodies are (list each body):

- a. City Council
- b. Planning Commission
- c. Budget Committee

3. Manual labor by elected officials.

Applicable _____ Non-applicable XX

An assumed monthly wage of \$800 per month will be used for public officials for the performance of non-administrative duties other than those covered in paragraph 2 above

4. Non-public safety volunteers

Applicable XX Non-applicable _____

All non-public safety volunteers listed below will track their hours and Oregon minimum wage will serve as assumed wage for both premium and benefits calculations. CIS will assign the

appropriate classification code according to the type of volunteer work being performed. (List specific non-public safety volunteers below) **Garbage/Refuse Collection**

5. Public Events

Applicable _____ Non-applicable XX

Volunteers at the following public events will be covered under workers' compensation coverage using verified hourly Oregon minimum wage as basis for premium and/or benefit calculation: (List specific events) **NONE**

6. Community Service Volunteers/Inmates

Applicable _____ Non-applicable XX

Pursuant to ORS 656.041, workers' compensation coverage will be provided to community service volunteers commuting their sentences by performing work authorized by City of Condon

Oregon minimum wage tracked hourly will be used for both premium and benefit calculations, verifiable by providing a copy of the roster and/or sentencing agreement from the court.

7. Other Volunteers

Volunteer exposures not addressed here will have workers' compensation coverage if, prior to the onset of the work provided that City of Condon.

- a. Provides at least two weeks' advance written notice to CIS underwriting requesting the coverage
- b. CIS approves the coverage and date of coverage
- c. CIS provides written confirmation of coverage

City of Condon agrees to maintain verifiable rosters for all volunteers including volunteer name, date of service, and hours of service and make them available at the time of a claim or audit to verify coverage.

Now, therefore, be it resolved by City of Condon to provide workers' compensation coverage as indicated above. .Adopted by the Condon City council this 5th day of September 2018

Jim Hassing Printed Name Mayor
Title

Attest by Kathryn Greiner this 5th day of September, 2018
Printed Name

Signature City Administrator
Title

6/2/2014

2

**CITY OF CONDON
RESOLUTION 2019-03**

**A RESOLUTION REITERATING THE NEED OF A RESERVE FUND AND THE INTENDED
SOURCES AND USES OF FUNDS ACCUMULATED THEREIN**

The City of Condon Resolves as follows:

- Equipment Reserve Fund (008). This fund is to purchase equipment for all departments – public works, golf, police, park, fire and general office or administrative equipment. The funds are transferred in from the General (001), Water (006) and Sewer (007) funds.
- Sewer Reserve Fund (010). This fund was set up to replace the wastewater plant. The funds are collected as a \$1 per sewer unit charge per month on all active accounts. This also includes interest income. This fund will remain in place until needed.
- Water Equipment Reserve Fund (080). This fund is to allow for purchases of equipment or system costs of the water system. Funds are transfers from General and Water fund and interest income.
- Sewer Equipment Reserve Fund (090). This fund is to allow for purchases of equipment or system costs of the sewer system. Funds are transfers from the Sewer fund and interest income.
- Debt Service Reserve Fund (100). The fund is for payments of the debt of wastewater projects and must hold a reserve of a year's payment. Funds are transferred from the Sewer fund and interest income.

THEREFORE BE IT RESOLVED by the governing body of the City of Condon that the Council approves the reserve funds set forth to continue.

Passed by the City Council and signed by the Mayor this 5th day of September 2018.

Jim Hassing, Mayor

Date

ATTEST:

Kathryn Greiner, City Administrator

Date

ORDINANCE NO. _____

IN THE MATTER OF AN ORDINANCE ESTABLISHING PUBLIC CONTRACTING
REGULATIONS FOR THE CITY OF CONDON AND DECLARING AN EMERGENCY

WHEREAS, _____ of the City of Condon Municipal Code provides:

_____ - Rules.

From time to time the city council, acting as the contract review board may, by resolution of the board, adopt rules for the exercise of its authority as the contract review board. Such rules may govern the meetings of the contract review board, qualifications of proposals and bids, disqualification of proposals and bids, appealing disqualifications of proposals and bids and exempting contracts from bidding requirements, for all contracts acquiring public improvements, goods and services and personal services compatible with the requirements of ORS Chapter 279.

WHEREAS, the City desires to adopt rules for the exercise of its authority as the contract review board for the City of Condon.

THE CITY OF CONDON ORDAINS AS FOLLOWS:

1. Public Contracts – City of Condon Policy.

- A. Short Title.** The provisions of this ordinance and all rules adopted under this ordinance may be cited as City of Condon’s Public Contracting Regulations.
- B. Purpose of Public Contracting Regulations.** It is the policy of the City of Condon in adopting the Public Contracting Regulations to utilize public contracting practices and methods that maximize the efficient use of public resources and the purchasing power of public funds by:
 - (1) Promoting impartial and open competition;
 - (2) Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
 - (3) Taking full advantage of evolving procurement methods that suit the contracting needs of City of Condon as they emerge within various industries.
- C. Interpretation of Public Contracting Rules.** In furtherance of the purpose of the objectives set forth in subsection B, it is the City Council’s intent that City of Condon Contracting Regulations be interpreted to authorize the full use of

all contracting powers and authorities described in ORS Chapters 279A, 279B and 279C.

2. **Application of Public Contracting Regulations.** In accordance with ORS 279A.025, City of Condon's public contracting regulations and the Oregon Public Contracting Code do not apply to the following classes of contracts.
- A. **Between Governments.** Contracts between the City of Condon and a public body or agency of the State of Oregon or its political subdivisions, or between the City of Condon and an agency of the federal government.
 - B. **Grants.** A grant contract is an agreement under which the City of Condon is either a grantee or a grantor of moneys, property or other assistance, including loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets, for the purpose of supporting or stimulating a program or activity of the grantee and in which no substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with the grant conditions. *The making or receiving of a grant is not a public contract subject to the Oregon Public Contracting Code; however, any grant made by the City of Condon for the purpose of constructing a public improvement or public works project shall impose conditions on the grantee that ensure that expenditures of the grant to design or construct the public improvement or public works project are made in accordance with the Oregon Public Contracting Code and these regulations.*
 - C. **Legal Witnesses and Consultants.** Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the City of Condon is or may become interested.
 - D. **Real Property.** Acquisitions or disposals of real property or interests in real property.
 - E. **Textbooks.** Contracts for the procurement or distribution of textbooks.
 - F. **Oregon Corrections Enterprises.** Procurements from an Oregon corrections enterprises program.
 - G. **Finance.** Contracts, agreements or other documents entered into, issued or established in connection with:
 - (1) The incurring of debt by the City of Condon, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;

- (2) The making of program loans and similar extensions or advances of funds, aid or assistance by the City of Condon to a public or private Person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;
 - (3) The investment of funds by the City of Condon as authorized by law, or
 - (4) Banking, money management or other predominantly financial transactions of the City of Condon that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the City Council.
 - H. Employee Benefits.** Contracts for employee benefit plans as provided in ORS 243.105 1, 243.125 4, 243.221, 243.275, 243.291, 243.303 and 243.565.
 - I. Exempt Under State Laws.** Any other public contracting specifically exempted from the Oregon Public Contracting Code by another provision of law.
 - J. Federal Law.** Except as otherwise expressly provided in ORS 279C.800 to 279C.870, applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or these regulations, or require additional conditions in public contracts not authorized by the Oregon Public Contracting Code or these regulations.
3. **Public Contracts – Regulation by the City of Condon.** Except as expressly delegated under these regulations, the City of Condon City Council reserves to itself the exercise of all of the duties and authority of a contract review board *and a contracting agency* under state law, including, but not limited to, the power and authority to:
- A. Solicitation Methods Applicable to Contracts.** Approve the use of contracting methods and exemptions from contracting methods for a specific contract or certain classes of contracts;
 - B. Brand Name Specifications.** Exempt the use of brand name specifications for public improvement contracts;
 - C. Waiver of Performance and Payment Bonds.** Approve the partial or complete waiver of the requirement for the delivery of a performance or payment bond for construction of a public improvement;

- D. Electronic Advertisement of Public Improvement Contracts.** Authorize the use of electronic advertisements for contracts in lieu of publication in a newspaper of general circulation;
- E. Appeals.** Hear properly filed appeals of appointed Solicitation Agents' determination of debarment, or concerning prequalification or contract award;
- F. Rulemaking.** Adopt contracting rules under ORS 279A.065, ORS 279A.070 including, without limitation, rules for the procurement, management, disposal and control of goods, services, personal services and public improvements;
- G. Award.** Award all contracts;
- H. Delegation.** Delegate to any employee or agent of the City of Condon any of the duties or authority of a contracting agency; and
- I. Mandatory Review of Rules.** Whenever the Oregon State Legislative Assembly enacts laws that cause the attorney general to modify its Model Rules, the City of Condon City Council shall review these regulations to determine whether any modifications to the regulations need to be adopted by the City of Condon to ensure compliance with statutory changes.
4. **Public Contracts – Model Rules.** The Model Rules adopted by the Attorney General under ORS 279A.065 (Model Rules) are hereby adopted as the public contracting rules for the City of Condon, to the extent that the Model Rules do not conflict with the provisions of this Ordinance including any amendments to this Ordinance.
5. **Public Contracts – Designation of Solicitation Agents.** The following officials of the City of Condon are designated as the Solicitation Agents for the following classes of contracts unless superseded by a specific designation by the City Council:
- (1) Design and construction of public improvements – _____
 - (2) _____.
 - (2) Personal services contracts, other than for design of public improvements – administrative officer.
 - (3) Procurement and disposal of goods and services – administrative officer.
6. **Public Contracts – Definitions.** The following terms used in these regulations shall have the meanings set forth below.

Award means the selection of a person to provide goods, services or public improvements under a public contract. The award of a contract is not binding on the City of Condon until the contract is executed and delivered by the City of Condon.

Bid means a binding, sealed, written offer to provide goods, services or public improvements for a specified price or prices.

Concession agreement means a contract that authorizes and requires a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from real property owned or managed by the City of Condon, and under which the concessionaire makes payments to the City of Condon based, at least in part, on the concessionaire's revenues or sales. The term "concession agreement" does not include a mere rental agreement, license or lease for the use of premises.

Contract price means the total amount paid or to be paid under a contract, including any approved alternates, and any fully executed change orders or amendments.

Contract review board or local contract review board means the City of Condon City Council.

Cooperative procurement means a procurement conducted by or on behalf of one or more contracting agencies.

Debarment means a declaration by City of Condon City Council under ORS 279B.130 or ORS 279C.440 that prohibits a potential contractor from competing for City of Condon's public contracts for a prescribed period of time.

Disposal means any arrangement for the transfer of property by City of Condon under which City of Condon relinquishes ownership.

Emergency means circumstances that create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and require prompt execution of a contract to remedy the condition.

Energy savings performance contract means a contract with a qualified energy service company for the identification, evaluation, recommendation, design and construction of energy conservation measures that guarantee energy savings or performance.

Findings are the statements of fact that provide justification for a determination. Findings may include, but are not limited to, information regarding operation, budget and financial data; public benefits; cost savings; competition in public contracts; quality and aesthetic considerations, value engineering; specialized expertise needed; public safety; market conditions; technical complexity; availability, performance and funding sources.

Goods means any item or combination of supplies, equipment, materials or other personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto.

Informal solicitation means a solicitation made in accordance with City of Condon's Public Contracting Regulations to a limited number of potential contractors, in which the Solicitation Agent attempts to obtain at least three written quotes or proposals.

Invitation to bid means a publicly advertised request for competitive sealed bids.

Model Rules means the public contracting rules adopted by the Attorney General under ORS 279A.065.

Offeror means a person who submits a bid, quote or proposal to enter into a public contract with the City of Condon.

Oregon Public Contracting Code means ORS chapters 279A, 279B and 279C.

Person means a natural or any other private or governmental entity, having the legal capacity to enter into a binding contract.

Proposal means a binding offer to provide goods, services or public improvements with the understanding that acceptance will depend on the evaluation of factors other than, or in addition to, price. A Proposal may be made in response to a request for proposals or under an informal solicitation.

Personal services contract means a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services include, but are not limited to, the services of architects, engineers, land surveyors, attorneys, auditors and other licensed professionals, artists, designers, computer programmers, performers, consultants and property managers. The City of Condon City Council shall have discretion to determine whether additional types of services not specifically mentioned in this paragraph fit within the definition of personal services.

Public contract means a sale or other disposal, or a purchase, lease, rental or other acquisition, by the City of Condon of personal property, services, including personal services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement.

Public improvement means a project for construction, reconstruction or major renovation on real property by or for the City of Condon. "Public improvement" does not include:

- (1) Projects for which no funds of the City of Condon are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or

- (2) Emergency work, minor alteration, ordinary repair or maintenance necessary to preserve a public improvement.

Qualified pool means a pool of vendors who are pre-qualified to compete for the award of contracts for certain types of contracts or to provide certain types of services.

Quote means a price offer made in response to an informal or qualified pool solicitation to provide goods, services or public improvements.

Request for proposals means a publicly advertised request for sealed competitive proposals.

Services means and includes all types of services (including construction labor) other than personal services.

Solicitation means an invitation to one or more potential contractors to submit a bid, proposal, quote, statement of qualifications or letter of interest to the City of Condon with respect to a proposed project, procurement or other contracting opportunity. The word “solicitation” also refers to the process by which the City of Condon requests, receives and evaluates potential contractors and awards public contracts.

Solicitation Agent means with respect to a particular solicitation or contract, the City of Condon employee charged with responsibility for conducting the solicitation and making an award, or making a recommendation on award to the City of Condon City Council.

Solicitation documents means all informational materials issued by the City of Condon for solicitation, including, but not limited to advertisements, instructions, submission requirements and schedules, award criteria, contract terms and specifications, and all laws, regulations and documents incorporated by reference.

Standards of responsibility means the qualifications of eligibility for award of a public contract. An offeror meets the standards of responsibility if the offeror has:

- (1) Available the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the offeror to meet all contractual responsibilities;
- (2) A satisfactory record of performance. The Solicitation Agent shall document the record of performance of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;

- (3) A satisfactory record of integrity. The Solicitation Agent shall document the record of integrity of an offeror if the Solicitation Agent finds the offeror to be not responsible under this paragraph;
- (4) Qualified legally to contract with the City of Condon;
- (5) Supplied all necessary information in connection with the inquiry concerning responsibility. If an offeror fails to promptly supply information requested by the Solicitation Agent concerning responsibility, the Solicitation Agent shall base the determination of responsibility upon any available information or may find the offeror non-responsible; and
- (6) Not been debarred by the City of Condon, and, in the case of public improvement contracts, has not been listed by the Construction Contractors Board as a contractor who is not qualified to hold a public improvement contract.

Surplus property means personal property owned by the City of Condon which is no longer needed for use by the department to which such property has been assigned.

7. Public Contracts – Process for Approval of Special Solicitation Methods and Exemptions.

- A. Authority of Board of Commissioners.** In its capacity as contract review board for the City of Condon, the City of Condon City Council, upon its own initiative, may create special selection, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section 7.
- B. Basis for Approval.** The approval of a special solicitation method or exemption from competition must be based upon a record before the City of Condon City Council that contains the following:
 - (1) The nature of the contract or class of contracts for which the special solicitation or exemption is requested;
 - (2) The estimated contract price or cost of the project, if relevant;
 - (3) Findings to support the substantial cost savings, enhancement in quality or performance or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;
 - (4) Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially

promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;

- (5) A description of the proposed alternative contracting methods to be employed; and
- (6) The estimated date by which it would be necessary to let the contract(s).

In making a determination regarding a special selection method, the City of Condon City Council may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.

C. Hearing.

- (1) The City of Condon shall approve the special solicitation or exemption after a public hearing before the City of Condon City Council following notice by publication in at least one newspaper of general circulation in the City of Condon area.
- (2) At the public hearing, the City of Condon shall offer an opportunity for any interested party to appear and present comment.
- (3) The City of Condon City Council will consider the findings and may approve the exemption as proposed or as modified by the City of Condon City Council after providing an opportunity for public comment.

D. Special Requirements for Public Improvement Contracts.

- (1) Notification of the public hearing for exemption of a public improvement contract, or class of public improvement contracts, shall be published in a trade newspaper of general statewide circulation at least 14 days prior to the hearing.
- (2) The notice shall state that the public hearing is for the purpose of taking comments on City of Condon's draft findings for an exemption from the standard solicitation method. At the time of the notice, copies of the draft findings shall be made available to the public.

E. Commencement of Solicitation Prior to Approval. A solicitation may be issued prior to the approval of a special exemption under this section 7, provided that the closing of the solicitation may not be earlier than five days after the date of the hearing at which the City of Condon City Council approves the exemption. If the City of Condon City Council fails to approve a requested

exemption, or requires the use of a solicitation procedure other than the procedures described in the issued solicitation documents, the issued solicitation may either be modified by addendum, or cancelled.

8. **Public Contracts – Solicitation Methods for Classes of Contracts.** The following classes of public contracts and the method(s) that are approved for the award of each of the classes are hereby established by the City of Condon City Council

A. Purchases from Nonprofit Agencies for Disabled Individuals. The City of Condon shall give a preference to goods, services and public improvements available from qualified nonprofit agencies for disabled individuals in accordance with the provisions of ORS 279.835 through 279.850.

B. Public Improvement Contracts.

(1) Any Public Improvement. Unless otherwise provided in these regulations or approved for a special exemption, public improvement contracts in any amount may be issued under an invitation to bid.

(2) Non-Transportation Public Improvements Up to \$100,000. Public improvement contracts other than contracts for highway, bridge or other transportation projects for which the estimated contract price does not exceed \$100,000 may be awarded using an informal solicitation for quotes or proposals.

(3) Transportation Public Improvements Up to \$50,000. Contracts for which the estimated contract price does not exceed \$50,000 for highways, bridges or other transportation projects may be awarded using an informal solicitation for quotes.

(4) City-Funded Privately-Constructed Public Improvements. City of Condon may contribute funding to a privately-constructed public improvement project without subjecting the project to competitive solicitation requirements if all of the following conditions are met with respect to the entire public improvement project:

- (a) City of Condon's contribution to the project may not exceed 25% of the total cost of the project;
- (b) City of Condon must comply with all applicable laws concerning the reporting of the project to the Bureau of Labor and Industries as a public works project;
- (c) The general contractor for the project must agree in writing to comply with all applicable laws concerning reporting and payment of prevailing wages for the project;

- (d) The funds contributed to the project may not provide a pecuniary benefit to the owner of the development for which the project is being constructed, other than benefits that are shared by all members of the community;
- (e) The performance of the general contractor and the payment of labor for the project must be secured by performance and payment bonds or other cash-equivalent security that is acceptable to the City of Condon City Council to protect the City of Condon against defective performance and claims for payment; and
- (f) The contract for construction of the project must be amended, as necessary, to require the general contractor to maintain adequate workers compensation and liability insurance and to protect and provide indemnification to the City of Condon for all claims for payment, injury or property damage arising from or related to the construction of the project.

C. Personal Services Contracts. Except as otherwise provided in these regulations, personal services contracts may be awarded in the same manner as contracts for services under ORS 279B.050, and 279B.060 to 279B.085.

- (1) Any Personal Services Contract.** Personal services contracts in any amount may be awarded under a publicly advertised request for competitive sealed proposals.
- (2) Personal Service Contracts Not Exceeding \$150,000.** Contracts for personal services for which the estimated contract price does not exceed \$150,000 may be awarded using an informal solicitation for proposals.
- (3) \$75,000 Award from Qualified Pool.** Contracts for personal services for which the estimated contract price does not exceed \$75,000 may be awarded by direct appointment without competition from a Qualified Pool.
- (4) Personal Service Contracts Not Exceeding \$20,000 Per Year.** Contracts for which the Solicitation Agent estimates that payments will not exceed \$20,000 in any fiscal year or \$150,000 over the full term, including optional renewals, may be awarded under any method deemed in City of Condon's best interest by the Solicitation Agent, including by direct appointment.

- (5) **Personal Service Contracts for Continuation of Work.** Contracts of not more than \$150,000 for the continuation of work by a contractor who performed preliminary studies, analysis or planning for the work under a prior contract may be awarded without competition if the prior contract was awarded under a competitive process and the Solicitation Agent determines that use of the original contractor will significantly reduce the costs of, or risks associated with, the work.

D. Hybrid Contracts. The following classes of contracts include elements of construction of public improvements as well as personal services and may be awarded under a request for proposals, unless exempt from competitive solicitation.

- (1) **Design/Build and CM/GC Contracts.** Contracts for the construction of public improvements using a design/build or construction manager/general contractor determination to construct a project using a design/build or construction manager/general contractor construction method must be approved by the City of Condon City Council or designee, upon application of the Solicitation Agent, in which the Solicitation Agent submits facts that support a finding that the construction of the improvement under the proposed method is likely to result in cost savings, higher quality, reduced errors, or other benefits to the City of Condon.
- (2) **Energy Savings Performance Contracts.** Unless the contract qualifies for award under another classification in this section 8, contractors for energy savings performance contracts shall be selected under a request for proposals in accordance with the City of Condon's Public Contracting Regulations.

E. Contracts for Goods and Services.

- (1) **Any Procurement.** The procurement of goods or services, or goods and services in any amount may be made under either an invitation to bid or a request for proposals.
- (2) **Procurements Up to \$150,000.** The procurement of goods or services, or goods and services, for which the estimated contract price does not exceed \$150,000 may be made under an informal solicitation for either quotes or proposals.

F. Contracts Subject to Award at Solicitation Agent's Discretion. The following classes of contracts may be awarded in any manner which the Solicitation Agent deems appropriate to the City of Condon's needs, including by direct appointment or purchase. Except where otherwise provided the Solicitation Agent shall make a record of the method of award.

- (1) **Advertising.** Contracts for placing of notice or advertisements in any medium.
- (2) **Amendments.** Contract amendments shall not be considered to be separate contracts if made in accordance with the Public Contracting Regulations.
- (3) **Animals.** Contracts for the purchase of animals.
- (4) **Contracts Up to \$5,000.** Contracts of any type for which the contract price does not exceed \$5,000 without a record of the method of award.
- (5) **Copyrighted Materials; Library Materials.** Contracts for the acquisition of materials entitled to copyright, including, but not limited to works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.
- (6) **Equipment Repair.** Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.
- (7) **Government Regulated Items.** Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
- (8) **Insurance.** Insurance and service contracts as provided for under ORS 414.115, 414.125, 414.135 and 414.145.
- (9) **Non-Owned Property.** Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by City of Condon.
- (10) **Sole Source Contracts.** Contracts for goods or services which are available from a single source may be awarded without competition.
- (11) **Specialty Goods for Resale.** Contracts for the purchase of specialty goods by City of Condon for resale to consumers.
- (12) **Sponsor Agreements.** Sponsorship agreements, under which the City of Condon receives a gift or donation in exchange for recognition of the donor.
- (13) **Structures.** Contracts for the disposal of structures located on city-owned property.

- (14) **Renewals.** Contracts that are being renewed in accordance with their terms are not considered to be newly issued Contracts and are not subject to competitive procurement procedures.
- (15) **Temporary Extensions or Renewals.** Contracts for a single period of one year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.
- (16) **Temporary Use of County-Owned Property.** The City of Condon may negotiate and enter into a license, permit or other contract for the temporary use of county-owned property without using a competitive selection process if:
- (a) The contract results from an unsolicited proposal to the City of Condon based on the unique attributes of the property or the unique needs of the proposer;
 - (b) The proposed use of the property is consistent with the City of Condon's use of property and the public interest; and
 - (c) The City of Condon reserves the right to terminate the contract without penalty, in the event the City of Condon determines that the contract is no longer consistent with the City's present or planned use of the property or the public interest.
- (17) **Used Property.** A Solicitation Agent may contract for the purchase of used property by negotiation if such property is suitable for the City of Condon's needs and can be purchased for a lower cost than substantially similarly new property. For this purpose the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the City of Condon. The City of Condon City Council shall record the findings that support the purchase.
- (18) **Utilities.** Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.

G. Contracts Required by Emergency Circumstances.

- (1) **In General.** When an official with authority to enter into a contract on behalf of the City of Condon determines that immediate execution of a contract within the official's authority is necessary to prevent substantial damage or injury to persons or property, the official may execute the contract without competitive selection and award or the

City of Condon City Council's approval, but, where time permits, the official shall attempt to use competitive price and quality evaluation before selecting an emergency contractor.

- (2) Reporting.** An official who enters into an emergency contract shall, as soon as possible, in light of the emergency circumstances, (1) document the nature of the emergency; the method used for selection of the particular contractor and the reason why the selection method was deemed in the best interest of the City of Condon and the public, and (2) notify the City of Condon City Council of the facts and circumstances surrounding the emergency execution of the contract.
- (3) Emergency Public Improvement Contracts.** A public improvement contract may only be awarded under emergency circumstances if the City of Condon City Council has made a written declaration of emergency. Any Public Improvement Contract awarded under emergency conditions must be awarded

within 60 days following the declaration of an emergency unless the City of Condon City Council grants an extension of the emergency period. Where the time delay needed to obtain a payment or performance bond for the contract could result in injury or substantial property damage, the City of Condon City Council may waive the requirement for all or a portion of required performance and payment bonds.

H. Federal Purchasing Programs. Goods and services may be purchased without competitive procedures under a local government purchasing program administered by the United States General Services Administration (GSA) as provided in this subsection.

- (1) The procurement must be made in accordance with procedures established by GSA for procurements by local governments, and under purchase orders or contracts submitted to and approved by the City of Condon City Council. The Solicitation Agent shall provide the City of Condon City Council with a copy of the letter, memorandum or other documentation from GSA establishing permission to City of Condon to purchase under the federal program.
- (2) The price of the goods or services must be established under price agreements between the federally approved vendor and GSA.
- (3) The price of the goods or services must be less than the price at which such goods or services are available under state or local cooperative purchasing programs that are available to the City of Condon.
- (4) If a single purchase of goods or services exceeds \$150,000, the Solicitation Agent must obtain informal written quotes or proposals from at least two additional vendors (if reasonably available) and find, in writing, that the goods or services offered by GSA represent the best value for City of Condon. This paragraph does not apply to the purchase of equipment manufactured or sold solely for military or law enforcement purposes.

I. Cooperative Procurement Contracts. Cooperative procurements may be made without competitive solicitation as provided in the Oregon Public Contracting Code.

J. Surplus Property.

- (1) **General Methods.** Surplus property may be disposed of by any of the following methods upon a determination by the Solicitation Agent that the method of disposal is in the best interest of the City of Condon. Factors that may be considered by the Solicitation Agent include costs of sale, administrative costs, and public benefits to the City of Condon.

The Solicitation Agent shall maintain a record of the reason for the disposal method selected, and the manner of disposal, including the name of the person to whom the surplus property was transferred.

- (a) **Governments.** Without competition, by transfer or sale to another county or department or public agency.
 - (b) **Auction.** By publicly advertised auction to the highest bidder.
 - (c) **Bids.** By public advertised invitation to bid.
 - (d) **Liquidation Sale.** By liquidation sale using a commercially recognized third—party liquidator selected in accordance with rules for the award of personal services contracts.
 - (e) **Fixed Price Sale.** The Solicitation Agent may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.
 - (f) **Trade-In.** By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.
 - (g) **Donation.** By donation to any organization operating within or providing a service to residents of City of Condon which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- (2) **Disposal of Property with Minimal Value.** Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds may be disposed of by any means determined to be cost-effective, including by disposal as waste. The official making the disposal shall make a record of the value of the item and the manner of disposal.
- (3) **Personal-Use Items.** An item (or indivisible set) of specialized and personal use, other than police officer's handguns, with a current value of less than \$100 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by City of Condon City Council.

- (4) **Restriction on Sale to County Employees.** County employees shall not be restricted from competing, as members of the public, for the purchase of publicly sold surplus property, but shall not be permitted to offer to purchase property to be sold to the first qualifying bidder until at least three days after the first date on which notice of the sale is first publicly advertised.
- (5) **Conveyance Purchaser.** Upon the consummation of a sale of surplus personal property, the City of Condon shall make, execute and delivery, a bill of sale signed on behalf of the City of Condon, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

K. Concession Agreements.

- (1) **General.** No part of a Concession Agreement shall contain or constitute a waiver of any generally applicable rules, code provisions or requirements of the City of Condon concerning regulation, registration, licensing, inspection, or permit requirements for any construction, rental or business activity.
- (2) **Classes of Contracts Eligible for Award Without Competition.** The following concession agreements may be awarded by any method deemed appropriate by the Solicitation Agent, including without limitation, by direct appointment, private negotiation, from a qualified pool, or using a competitive process.
 - (a) **Contracts Under \$5,000.** Contracts under which the Solicitation Agent estimates that receipts by the City of Condon will not exceed \$5,000 in any fiscal year and \$50,000 in the aggregate.
 - (b) **Single Event Concessions.** Concessions to sell or promote food, beverages, merchandise or services at a single public event shall be awarded based on any method determined by the Solicitation Agent to provide a fair opportunity to all persons desiring to operate a concession, but in which the promotion of the public interest and success of the event shall be of predominant importance.
- (3) **Competitive Award.** Concession agreements solicited by the City of Condon for the use of designated public premises for a term greater than a single event shall be awarded as follows:

- (a) **Small Concessions.** For Concession Agreements for which the concessionaire's projected annual gross revenues are estimated to be \$500,000 or less, the Solicitation Agent has discretion to use either an informal solicitation or formal request for proposals process applicable to contracts for personal services. If the proposals received indicate a probability that the concessionaire's annual gross revenues will exceed \$500,000, the Solicitation Agent may, but shall not be required to, reissue the solicitation as a request for proposals.
- (b) **Major Concessions.** Concession agreements for which the concessionaire's projected annual gross revenues under the contract are estimated to exceed \$500,000 annually shall be awarded using a request for proposals.

9. **Public Contracts – Informal Solicitation Procedures.** The City of Condon may use the following procedure for informal solicitations in lieu of the procedures set forth in the Model Rules.

A. Informally Solicited Quotes and Proposals.

- (1) **Solicitation of Offers.** When authorized by these regulations, an informal solicitation may be made by general or limited advertisement to a certain group of vendors, by direct inquiry to persons selected by the Solicitation Agent, or in any other manner which the Solicitation Agent deems suitable for obtaining competitive quotes or proposals. The Solicitation Agent shall deliver or otherwise make available to potential offerors, a written scope of work, a description of how quotes or proposals are to be submitted and description of the criteria for award.
- (2) **Award.** The Solicitation Agent shall attempt to obtain a minimum of three written quotes or proposals before making an award. If the award is made solely on the basis of price, the Solicitation Agent shall award the contract to the responsible offeror that submits the lowest responsive quote. If the award is based on criteria other than or in addition to, price, the Solicitation Agent shall award the contract to the responsible offeror that will best serve the interest of City of Condon, based on the criteria for award.
- (3) **Records.** A written record of all persons solicited and offers received shall be maintained. If three offers cannot be obtained, a lesser number will suffice, provided that a written record is made of the effort to obtain the quotes.

B. Qualified Pools.

- (1) **General.** To create a qualified pool, the City of Condon City Council may invite prospective contractors to submit their qualifications to the City of Condon for inclusion as participants in a pool of contractors qualified to provide certain types of goods, services, or projects including personal services, and public improvements.
- (2) **Advertisement.** The invitation to participate in a qualified pool shall be advertised in the manner provided for advertisements of invitations to bid and requests for proposals by publication in at least one newspaper of general statewide circulation. If qualification will be for a term that exceeds one year or allows open entry on a continuous basis, the invitation to participate in the pool must be re-published at least once per year and shall be posted at City of Condon's main office and on its website.
- (3) **Contents of Solicitation.** Requests for participation in a qualified pool shall describe the scope of goods or services or projects for which the pool will be maintained, and the minimum qualifications for participation in the pool, which may include, but shall not be limited to qualifications related to financial stability, contracts with manufacturers or distributors, certification as an emerging small business, insurance, licensure, education, training, experience and demonstrated skills of key personnel, access to equipment, and other relevant qualifications that are importance to the contracting needs of the City of Condon.
- (4) **Contract.** The operation of each qualified pool may be governed by the provisions of a pool contract to which the City of Condon and all pool participants are parties. The Contract shall contain all terms required by the City of Condon, including, without limitation, terms related to price, performance, business registration or licensure, continuing education, insurance, and requirements for the submission, on an annual or other periodic basis, of evidence of continuing qualification. The qualified pool contract shall describe the selection procedures that the City of Condon may use to issue contract job orders. The selection procedures shall be objective and open to all pool participants and afford all participants the opportunity to compete for or receive job awards. Unless expressly provided in the contract, participation in a qualified pool will not entitle a participant to the award of any City of Condon contract.
- (5) **Use of Qualified Pools.** Subject to the provisions of these regulations concerning methods of solicitation for classes of contracts, the City of Condon City Council shall award all contracts for goods or services of the type for which a qualified pool is created from among the pool's

participants, unless the City of Condon City Council determines that the best interests of the City of Condon require solicitation by public advertisement, in which case, pool participants shall be notified of the solicitation and invited to submit competitive proposals.

- (6) **Amendment and Termination.** The City of Condon City Council may discontinue a qualified pool at any time. Or may change the requirements for eligibility as a participant in the pool at any time, by giving notice to all participants in the qualified pool.
- (7) **Protest of Failure to Qualify.** The City of Condon City Council shall notify any applicant who fails to qualify for participation in a pool that it may appeal a qualified pool decision to the City of Condon City Council in the manner described in section 13.

10. Public Contracts – Use of Brand Name Specifications for Public Improvements.

- A. **In General.** Specifications for contracts shall not expressly or implicitly require any product by one brand name or mark, nor the product of one particular manufacturer or seller, except for the following reasons:
 - (1) It is unlikely that such exemption will encourage favoritism in the awarding of Public Improvement Contracts or substantially diminish competition for Public Improvement Contracts; or
 - (2) The specification of a product by brand name or make, or the product of a particular manufacturer or seller, would result in substantial cost savings to the City of Condon; or
 - (3) There is only one manufacturer or seller of the product of the quality required; or
 - (4) Efficient utilization of existing equipment, systems or supplies requires the acquisition of compatible equipment or supplies.
- B. **Authority of the City of Condon Board of Commissioners.** The City of Condon City Council shall have authority to determine whether an exemption for the use of a specific brand name specification should be granted by recording findings that support the exemption based on the provisions of subsection A.
- C. **Brand Name or Equivalent.** Nothing in this section 10 prohibits the City of Condon from using a “brand name or equivalent” specification, from specifying one or more comparable product as examples of the quality, performance, functionality or other characteristics of the product needed by the City of Condon, or from establishing a qualified product list.

11. Public Contracts – Bid, Performance and Payment Bonds.

- A. Solicitation Agent May Require Bonds.** The Solicitation Agent may require bid security and a good and sufficient performance and payment bond even though the contract is of a class that is exempt from the requirement.
- B. Bid Security.** Except as otherwise exempted, the solicitations for all contracts that include the construction of a public improvement and for which the estimated contract price will exceed \$75,000 shall require bid security. Bid security for a request for proposal may be based on City of Condon's estimated contract price.
- C. Performance Bonds.**
 - (1) General.** Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a performance bond.
 - (2) Contracts Involving Public Improvements.** Prior to executing a contract for more than \$50,000 that includes the construction of a public improvement, the contractor must deliver a performance bond in an amount equal to the full contract price conditioned on a faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. The performance bond must be solely for the protection of the City of Condon and any public agency that is providing funding for the project for which the contract was awarded.
 - (3) Cash-in-Lieu.** The City of Condon City Council may permit the successful offeror to submit a cashier's check or certified check in lieu of all or a portion of the required performance bond.
- D. Payment Bonds.**
 - (1) General.** Except as provided in these regulations, all public contracts are exempt from the requirement for the furnishing of a payment bond.
 - (2) Contracts Involving Public Improvements.** Prior to executing a contract for more than \$50,000 that includes the construction of a public improvement, the contractor must deliver a payment bond equal to the full contract price, solely for the protection of a claim under ORS 279C.600.
- E. Design/Build Contracts.** If the public improvement contract is with a single person to provide both design and construction of a public improvement, the

obligation of the performance bond for the faithful performance of the contract must also be for the preparation and completion of the design and related services covered under the contract. Notwithstanding when a cause of action, claim or demand accrues or arises, the surety is not liable after final completion of the contract or longer if provided for in the contract, for damages of any nature, economic or otherwise and including corrective work, attributable to the design aspect of a design-build project, or for the costs of design revisions needed to implement corrective work.

- F. Construction Manager/General Contractor Contracts.** If the public improvement contract is with a single person to provide construction manager and general contractor services, in which a guaranteed maximum price may be established by an amendment authorizing construction period services following preconstruction period services, the contractor shall provide the bonds required by subsection A of this section upon execution of an amendment establishing the guaranteed maximum price. The City of Condon City Council shall also require the contractor to provide bonds equal to the value of construction services authorized by any early work amendment in advance of the guaranteed maximum price amendment. Such bonds must be provided before construction starts.
 - G. Surety; Obligation.** Each performance bond and each payment bond must be executed solely by a surety company or companies holding a certificate of authority to transact surety business in Oregon. The bonds may not constitute the surety obligation of an individual or individuals. The performance and payment bonds must be payable to City of Condon or to the public agency or agencies for whose benefit the bond is issued, as specified in the solicitation documents, and shall be in a form approved by the City of Condon City Council.
 - H. Emergencies.** In cases of emergency, or when the interest or property of the City of Condon probably would suffer material injury by delay or other cause, the requirement of furnishing a good and sufficient performance bond and a good and sufficient payment bond for the faithful performance of any public improvement contract may be excused, if a declaration of such emergency is made in accordance with the provisions of section 8.G, unless the City of Condon City Council requires otherwise.
12. **Public Contracts – Electronic Advertisement of Public Improvement Contracts.** In lieu of publication in a newspaper of general circulation in City of Condon’s metropolitan area, the advertisement for an invitation to bid or request for proposals may be published electronically by posting on City of Condon’s website, provided that the following conditions are met:
- A.** The placement of the advertisement is on a location within the website that is maintained on a regular basis for the posting of information concerning

solicitations for projects of the type for which the invitation to bid or request for proposals is issued; and

- B.** The Solicitation Agent determines that the use of electronic publication will be at least as effective in encouraging meaningful competition as publication in a newspaper of general circulation in City of Condon's metropolitan area and will provide costs savings for the City of Condon, or that the use of electronic publication will be more effective than publication in a newspaper of general circulation in City of Condon's metropolitan area in encouraging meaningful competition.

13. Appeal of Debarment or Prequalification Decision.

- A. Right to Hearing.** Any person who has been debarred from competing for county contracts or for whom prequalification has been denied, revoked or revised may appeal the Solicitation Agent's decision to the City of Condon City Council as provided in this section 13.
- B. Filing of Appeal.** The person must file a written notice of appeal with the City of Condon City Council within three (3) business days after the prospective contractor's receipt of notice of the determination of debarment, or denial of prequalification.
- C. Hearing.** The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:
 - (1)** Promptly upon receipt of notice of appeal, the City of Condon City Council shall notify the appellant of the time and place of the hearing;
 - (2)** The City of Condon City Council shall conduct the hearing and decide the appeal within 30 days after receiving notice of the appeal; and
 - (3)** At the hearing, the City of Condon City Council shall consider de novo the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility, upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.
- D. Decision.** The City of Condon City Council shall set forth in writing the reasons for the decision.
- E. Costs.** The City of Condon City Council may allocate the City of Condon's costs for the hearing between the appellant and the City of Condon. The allocation shall be based upon facts found by the City of Condon City Council and stated in the City of Condon City Councils' decision that, in the City of Condon City Council's opinion, warrant such allocation of costs. If the City of Condon City

Memorandum of Understanding between the Oregon Dept. of Land Conservation and Development and Gilliam County and Gilliam County Cities

Eastern Oregon Economic Development Planning Project

This Memorandum of Understanding explains and memorializes a no-cost working relationship between the Department of Land Conservation and Development (DLCD), Gilliam County and the cities in Gilliam County. The purpose of this collaboration is to update Gilliam County Cities' (Arlington, Condon and Lonerock) Economic Opportunities Analysis (EOA).

I. BACKGROUND

The economic recovery after the downturn of 2008-09 has not lifted all regions of Oregon. Portions of Eastern Oregon have not experienced the level of growth in jobs and trade as seen in many other parts of the state. At the same time, many of the local governments in Eastern Oregon have not had adequate financial and human resources to keep their comprehensive land use plans and public facilities plans current, leading to possible missed opportunities because the community was not ready for development.

This project will provide assistance to update economic development plans for local governments in Eastern Oregon that have experienced lagging growth in population and employment. DLCD will provide direct assistance (via a Consultant) to Counties on behalf of their associated Cities to complete the tasks indicated below in Section V.

DLCD has received a special appropriation of grant funds for 2018-2019 to assist cities in Eastern Oregon in updating their comprehensive plans to promote economic development. This work is titled the Eastern Oregon Economic Development Planning Project (Project). The Project is financed with State of Oregon General Funds. State funds are paid under this Agreement by DLCD to consultants Anderson Perry & Associates, Inc. No funds will be given to the County or its cities for tasks outlined in this MOU or any expenses incurred by the County or its cities as a result of this Project.

II. PROJECT OBJECTIVE AND MAJOR DELIVERABLES

The primary objective of this project is to prepare an EOA for the cities in Gilliam County. This will result in the following deliverables:

- Analysis of national, state, regional, county, and local economic trends
- Identification of the number of employment sites the cities will need considering the attributes that its industries will need
- An inventory of existing developed (redevelopable) and vacant industrial and other employment lands
- Summary of community economic development potential
- Draft, revised and final Economic Opportunities Analysis for the cities in Gilliam County

III. ROLES AND RESPONSIBILITIES

County: Overall management of the Project will be the responsibility of the County. County will appoint a Project Manager to be the County's principal contact person for DLCD's Contract Administrator, Cities and the Consultant on all matters dealing with the Project.

Specific project management duties of the County include:

- a. Coordinating project schedule and deliverables with Consultant;
- b. Coordinating County staff, City staff and Consultant work;
- c. Convening an initial Kick-off call with participating cities, DLCD and consultant;
- d. Providing background information and any GIS zoning and comprehensive plan map layers;
- e. Reviewing and editing or commenting on Consultant work;
- f. Providing project status updates and feedback on Consultant performance to DLCD;
- g. Ensuring the appointing of city project advisory committee(s); and
- h. Supporting the noticing, scheduling, and managing advisory committee meetings and public meetings.

Cities:

- a. Working with the County to coordinate project schedule and deliverables;
- b. Participating in the initial kick off call;
- c. Reviewing and commenting on the consultant's work;
- d. Providing background information, local knowledge of sites;
- e. Appointing a project advisory committee, or appoint members to a County-wide Advisory Committee;
- f. Scheduling and managing advisory committee meetings and a public meeting;
- g. Preparing and distributing meeting notices for advisory committee and public meetings;
- h. Creating or customizing meeting agendas and sign-in sheets;
- i. Assisting the Consultant with meeting facilitation; and
- j. Reviewing and commenting on meeting summaries and other Consultant task deliverables.

DLCD: DLCD will provide financial, administrative, and technical assistance to the Project. DLCD staff will participate on advisory committees. Additional technical assistance may be provided as requested by the City or Consultant. DLCD will review and approve Consultant's work, invoices, and progress reports. DLCD will review the Consultant's performance and deliverables with the County prior to paying invoices received by the Consultant. DLCD will assist in the mediation of Consultant/County/City conflicts, or issues with the project or deliverables.

IV. KEY CONTACTS

Gilliam County

Rachel Weinstein, Community Development Coordinator
Gilliam County
221 S Oregon Street

Rachel.weinstein@co.gilliam.or.us
541-384-3767

Condon 97823-0427

Please verify city contact information:

City	Contact Name	Email	Telephone Fax	Mailing Address
1. Arlington	Pamela Rosebalm, City Recorder	cityofa@gorge.net	Phone: 541.454.274 3 Fax: 541.454.274 3	500 West First PO Box 511 Arlington, OR 97812
2. Condon	Kathryn Greiner, City Administrator	administration@cityofcondon.com	Phone: 541.384.271 1 Fax: 541.384.270 0	128 S. Main Street PO Box 445 Condon, OR 97823
3. Lonerock	Tamera Forrest, City Clerk	lonerock@reagan.com	Phone: 541.384.209 8	104 SE Main Street, Lonerock Route Condon, OR 97823

Department of Land Conservation and Development

Project Manager

Kirstin Greene, AICP
635 Capitol St. NE Ste 150
Salem, OR 97301

kirstin.greene@state.or.us
503-934-0017

DLCD Regional Representative / Local Contact

Regional Representative

Phil Stenbeck
233 Badgley Hall, Room 233A
One University Blvd.
La Grande, OR 97850

phil.stenbeck@state.or.us
541-325-6924

Consultant
Bill Searls
Anderson Perry & Associates, Inc
1901 N. Fir Street
La Grande, Oregon 97850

bsearles@andersonperry.com
541-963-8309

V. SCOPE OF WORK

The Eastern Oregon Economic Development Planning Project (Project) for the cities in Gilliam County is composed of the following tasks. The County and Consultant must create interim project deadlines as needed to manage the project (see Task 1). All Consultant work must be completed no later than June 30, 2019. Requests by the Cities, County or Consultant to change the Scope of Work outlined in this MOU, intended to modify the tasks or deliverables of the Consultant, must be reviewed and approved by DLCD.

Task 1. Kick-off Meetings and Project Work Plan

Task 1a. Participate in kick-off meetings (conference calls) for Sherman and Gilliam Counties: one (1) for each county. The purpose of the meetings is to ensure agreement amongst all Participating Cities and Counties regarding the roles and responsibilities, a shared understanding of available data, and the Project schedule. These meetings should also be used to confirm the number and make-up of the advisory committees needed. The maximum number of advisory committees for this Project is seven (7). But some cities may be grouped geographically, or based on other characteristics, as deemed acceptable to the parties involved. The information gathered via the kick-off meetings will inform the creation of a Project Work Plan.

Task 1b. The Project Work Plan shall include a Project schedule, roles and responsibilities, data availability, and a schedule for presenting information and facilitating advisory committee meetings for the assigned cities and counties.

Task 1 Consultant Deliverables

- Conduct two (2) kick-off meetings via conference calls (Gilliam County and Sherman County).
- Create one (1) Project Work Plan that addresses all roles and responsibilities, tasks, timelines, and Deliverables for all Participating Cities and Counties assigned in this Statement of Work and agreed upon in the kick-off meetings.

Task 1 County Deliverables

- Schedule and convene kick-off meeting for Gilliam County.
- Review and comment on draft Project Work Plan.
- Provide background information and any GIS zoning and comprehensive plan map layers available and necessary for the project.

Task 1 City Deliverables

- Participate in kick off meeting.
- Provide background information and any GIS zoning and comprehensive plan map layers.
- Appoint a project advisory committee.
- Review and comment on draft Project Work Plan.

Task 2. Summarize National, State, Regional, County and Local Trends; Identify Required Site Types

Identify the major categories of industrial or other employment uses that could reasonably be expected to locate or expand in the planning area based on information about national, state, regional, county or local trends. This review of trends is the principal basis for estimating future industrial and other employment uses. A use or category of use could reasonably be expected to expand or locate in the planning area if the area possesses the appropriate locational factors for the use or category of use. The Contractor is strongly encouraged to analyze trends and establish employment projections in a geographic area larger than the planning area to determine the percentage of employment growth reasonably expected to be captured for the planning area based on the assessment of community economic development potential. The Contractor shall also refer to the regional Economic Development District's most recent Comprehensive Economic Development Strategy for reference.

Identify the number of sites by type reasonably expected to be needed to accommodate the expected employment growth based on the site characteristics typical of expected uses. The Contractor shall examine existing firms in the planning area to identify the types of sites that may be needed for expansion. Industrial or other employment uses with compatible site characteristics may be grouped together into common site categories. The Contractor shall present a draft summary of trends and site types to each advisory committee. The Contractor must include, in the draft Economic Opportunities Analyses required by Task 5, the updates and revisions to the summaries of trends (Trend reports) and inventories of site types.

Task 2 Consultant Deliverables

- Create two (2) Trend reports/documents: one (1) for each County (Gilliam and Sherman). The Trend reports must include trend summaries and needed site types for each city (7 cities total: 3 in Gilliam County; 4 in Sherman County).
- Draft and final advisory committee meeting summaries as specified in Task 1.

Task 2 County Deliverables

- Review and comment on trend report for Gilliam County cities.
- Participate in advisory committee meetings as practical.

Task 2 City Deliverables

- Review and comment on trend report for the participating city.

- Schedule advisory committee meetings.
- Prepare and distribute meeting notices for advisory committee meeting.
- Create meeting agenda and sign in sheet.
- Review and comment on meeting summary.

Task 3. Develop an Inventory of Industrial and Other Employment Lands

Develop inventories of vacant and developed lands within the planning area designated for industrial or other employment use in accordance with OAR 660-009-0015(3). Present the inventories to the advisory committees for confirmation. The Contractor must include, in the draft Economic Opportunities Analyses required by Task 5, updates and revisions to the inventories of vacant and developed lands.

Task 3 Consultant Deliverables

- Create two (2) Inventories of vacant and developed lands: one (1) for each County (Gilliam and Sherman). The inventories must include maps and narrative descriptions summarizing the inventory of industrial and other employment lands for each of the 7 cities.
- Draft and final advisory committee meeting summaries.

Task 3 County Deliverables

- Review and comment on inventory and associated report for Gilliam County cities.
- Participate in advisory committee meetings as practical.

Task 3 City Deliverables

- Review and comment on inventory and associated report.
- Provide local knowledge of industrial and other employment sites and any known limitations, including provision of services.
- Schedule advisory committee meetings.
- Prepare and distribute meeting notices for advisory committee meeting.
- Create meeting agenda and sign in sheet.
- Review and comment on meeting summary.

Task 4. Identify Community Economic Development Potential; Conduct Public Meetings

Based on Tasks 1-3 above, prepare an Assessment of Community Economic Development Potential as described in OAR 660-009-0015(4). Present this assessment along with a summary of trends (Task 2) and inventory information (Task 3) to the community at public meetings. Identify revisions in a meeting summary. Include revisions in the draft Economic Opportunities Analysis.

Public meetings: The number of meetings and the meeting logistics must be coordinated with the Participating Cities and Counties. It may be possible to group cities within a county based on geography or other relevant characteristics. The maximum number of public meetings is 7 (3 in Gilliam County; 4 in Sherman County).

Task 4 Consultant Deliverables

- Prepare seven (7) draft Assessments of Community Economic Development Potential for each city participating in this Project: (3 in Gilliam County; 4 in Sherman County). The information should be organized and delivered into two (2) Assessments: one (1) for Gilliam County and one (1) for Sherman County.
- Facilitate public meetings as determined in coordination with the Participating Cities and Counties. The maximum number of public meetings is seven (7) (3 in Gilliam County; 4 in Sherman County).

Task 4 County Deliverables

- Review and comment on Assessments of Community Economic Development potential.
- Participate in public meetings as practical.

Task 4 City Deliverables

- Review and comment on Assessment of Community Economic Development potential.
- Schedule and participate in a public meeting.
- Prepare and distribute meeting notices for the public meeting.
- Create meeting agenda and sign in sheet.

Task 5. Prepare Draft Economic Opportunities Analyses

Taking information from Tasks 2-4, prepare two (2)) draft Economic Opportunities Analyses in accordance with OAR 660-009-0015 for the Participating Cities and Counties; one (1) for the cities in Gilliam County, one (1) for the cities in Sherman County. For each city in the Project (7cities), prepare a simple list of recommended next steps and include that list with the draft Economic Opportunities Analyses. Present all materials to the advisory committees (established in Task 1) for review. Incorporate revisions from the advisory committees into the final Economic Opportunities Analyses.

Task 5 Consultant Deliverables

- Two (2) Draft Economic Opportunities Analyses.
- Draft and final advisory committee meeting summaries.

Task 5 County Deliverables

- Review and comment on Draft EOA.
- Participate in advisory committee meetings as practical.

Task 5 City Deliverables

- Review and comment on Draft EOA.
- Schedule advisory committee meetings.
- Prepare and distribute meeting notices for advisory committee meeting.
- Create meeting agenda and sign in sheet.
- Review and comment on meeting summary.

Task 6. Prepare Final Economic Opportunities Analyses

As a result of advisory committee meeting discussion and the review comments provided in Task 5, prepare a final, hearings-ready Economic Opportunities Analyses for the Participating Cities in Gilliam County.

Task 6 Consultant Deliverables

- Revised draft, Economic Opportunities Analyses due June 15, 2019. Any required revisions following DLCD's, and the Participating Cities' and Counties' reviews, shall be included in the Final Economic Opportunities Analyses, due June 30, 2019.
- Final, hearings-ready Economic Opportunities Analyses.

Task 6 County Deliverables

- Review and comment on Revised Draft EOAs.
- Confirm receipt of final, hearings-ready EOA for Gilliam County cities.

Task 6 City Deliverables

- Review and comment on Revised Draft EOA.

Task 7: Ordinance Amendment Adoption

City will conduct planning commission and city council hearings to consider adoption of the EOA provided by Consultant. Notice of the hearings will be provided as required by City and County ordinance and state law. While the outcome of the hearings cannot be pre-determined, every reasonable effort to complete final adoption of the EOA will be made.

Task 7 Consultant Deliverables

None.

Task 7 City Deliverables

- Planning commission hearing notice, including a Notice of Proposed Amendment (“35-day notice”) as required by OAR 660-018-0020.
- Hearing materials, including draft amendments, staff reports, and other background documents as needed.
- City council hearing notice.
- Notice of adoption as required by OAR 660-018-0040.

Task 7 County Deliverables

- Co-adoption of the final EOA.
- Notice of Proposed Amendment (“35-day notice”) as required by OAR 660-018-0021 for County and City public hearings.
- Planning commission hearing notice.
- Hearing materials, including draft amendments, staff reports, and other background documents as needed.
- County Board of Commissioner hearing notice.
- Notice of adoption by city and county as required by OAR 660-018-0021.

VI. OTHER CONSIDERATIONS

This agreement will be effective as of the date of the last signature. The termination of this document may occur by mutual consent of the parties with 60 days written notice.

Except as provided herein, nothing in this Memorandum of Understanding shall be construed as obligating the other party to expend funds or obligate future payment of money authorized by law and administratively available for this work.

County of Gilliam

Signature of Official

Date

Printed Name

Department of Land Conservation & Development

Jim Rue, Director

Date

City of Arlington

Signature of Official

Date

Printed Name

Department of Land Conservation & Development

Jim Rue, Director

Date

City of Condon

Signature of Official

Date

Printed Name

Department of Land Conservation & Development

Jim Rue, Director

Date

City of Lonerock

Signature of Official

Date

Printed Name

Department of Land Conservation & Development

Jim Rue, Director

Date

To: Grant County Cities

Fr: Hilary McNary, Planning Director, Grant County

Kirstin Greene, Economic Development Specialist and Phil Stenbeck, Regional Representative, Oregon Department of Land Conservation and Development

Da: August 21, 2018

Re: Economic Development Assistance Planning Available – Memorandum of Understanding

.....

From resources the Oregon Legislature authorized earlier this year, Grant County and Grant County cities have been awarded consultant assistance to complete an Economic Opportunities Analysis (EOA) for the cities in Grant County. Please let us know if you would like to participate in this effort by September 21. There is no charge, but to develop a good and useful outcome, the consultants will need your participation and guidance.

What is an EOA?

- An analysis of local and regional economic trends, evaluation of the community's opportunities and barriers to economic growth, and a determination of the types and amounts of land and infrastructure needed to support expected employment for 20 years. When complete, they are best adopted as part of a community's Comprehensive Plan.

Why do an EOA?

- Ensure 20-year supply of land for job growth.
- EOAs can be used to seek grant funds from state and federal sources.
- Create a locally customized information base on how best to facilitate jobs in our communities – can be an attachment to seek further funds to build infrastructure, pursue job training or other employment initiatives.

What would a City have to do?

- Tell your local story – advantages, challenges, aspirations to be included in the document.
- Inform, review and comment on the consultant's work to ensure it reflects local needs.
- Appoint a project advisory committee. The advisory committee would meet four times before June 30, 2019. This could include members of your Planning Commission, City Council, business owners, chambers of commerce members, and other interested staff and community members.
- Hold one public meeting for community members to review and comment on the work.
- Adopt the EOA after completion, following June 30, 2019. Grant County and DLCD staff are available to assist you with this step.

Next Steps

- If you are interested in participating, please have your Mayor sign and return the signature page for your city in the MOU. Return it to Hilary McNary by **September 21**, 2018. We expect to hold a kick off call the week of September 24, 2018.
- Contact us with any questions! Hilary McNary, mcnaryh@grantcounty-or.gov or (541) 575-4008; Kirstin Greene at kirstin.greene@state.or.us or 503.934.0017; Phil Stenbeck at pstenbeck@dlcd.state.or.us or (541) 325-6924.

We hope to be working with you soon!

Eastern Oregon Economic Development Planning Project

Key Milestone Overview - August 21, 2018

Summary of Economic Opportunities Analysis Key Milestones ([OAR 660-009-0015](#))

# (Month due)	Topic	Desired Outcome
1 (Oct)	Kick-Off Call with DLCD, Consultant, Cities	Shared understanding of project objectives, desired outcomes, schedule, responsibilities
2 (Nov-Dec)	Local Advisory Committee Meeting #1: Trends and Site Types (Demand)	Presentation and discussion of regional market opportunities, Grant County and cities' market position, assets and land use needs
3 (Jan)	Local Advisory Committee Meeting #2: Land Supply (Supply)	Presentation and discussion of industrial and other employment land supply, constraints and opportunities
4 (March)	Public and Advisory Committee Meeting: Where Demand, Supply and Innovation Meet – Assessment of Community Economic Development Potential	Discussion of strategic opportunities related to Demand and Supply analysis and reconciliation above
5 (April)	Local Advisory Committee #3: Draft Economic Opportunities Analysis	Review and comment on draft plan
6 (May-June)	Revised Draft and Final EOA: Conclusion of consultant's work	Revised and final adoption-ready EOA
7 (After June)	Local Public Hearings – Cities Lead County Co-Adoption – County Leads	After June 30, 2019; Ideally in Fall, 2019

Benefits of Adoption:

- ✓ Relationship to Transportation System Plan, Other Oregon-Based infrastructure Funds
- ✓ Local Community and Leadership Familiarity with Assets, Opportunities
- ✓ Alignment with Public Facilities Plan
- ✓ Positioning for Expansion and Recruitment
- ✓ General Public Awareness
- ✓ Factual Base for Decision-Making, Future Updates of Economic Development District's Comprehensive Economic Development Strategy (CEDS); Required for Federal US EDA Funds

[660-009-0020](#): Policies

[660-009-0025](#): Designation of Employment Land

Consulting Agreement Amendment

Original Agreement Title: Telecommunications Consulting Services

Original Agreement Term: 10/01/17 through 09/30/18

Amendment No.: 01

The City of Condon and Converge Communications agree to the following changes in the above referenced Agreement:

Extend Agreement term through 09/30/19

All other terms and conditions to remain the same as specified in the original Agreement

Signatures:

City of Condon: _____ Date: _____

Converge Communications: _____ Date: _____

CONSULTING AGREEMENT

This Consulting Agreement is made between CONVERGE COMMUNICATIONS, INCORPORATED (hereinafter referred to as “Converge”), and, THE CITY OF CONDON, OREGON, (hereinafter referred to as “Condon”).

1. ***Scope of Services.*** Commencing on October 1, 2017 and concluding on September 30, 2018, Converge will provide consulting services to Condon as detailed in Exhibit A.
2. ***Performance of Services.*** Converge and Condon shall consult about the best manner for provision of services to Condon under this Agreement, in terms of meeting Condon’s needs and expectations, cost controls, and other logistical and contract management issues.
3. ***Compensation.*** Condon shall compensate Converge for its services on a time and materials basis. The hourly rates are contained in Exhibit B.

Converge shall present Condon with a monthly invoice indicating hours worked, expenses incurred and a general description of activities.

Compensation shall be paid within thirty days of Converge presenting an invoice to Condon.
4. ***Reimbursements to Converge.*** Condon shall reimburse Converge for all reasonable out-of-pocket expenses incurred in the course of services performed for Condon, which shall include without limitation all travel expenses, including automobile, airline, food and lodging.
5. ***Support Services.*** Condon will provide high quality support services to Converge to enable

Converge to perform the services contracted for under this Agreement. Converge shall also have access to appropriate *Condon* personnel and all relevant and necessary information in order to complete this project

6. ***Termination.*** This Agreement may be terminated for any reason by either party by providing the other party thirty days written notice of such termination. Condon shall pay Converge for the actual work completed by Converge under this Agreement.
7. ***Converge is an Independent Contractor.*** Converge is an independent contractor, and not an employee of Condon. Converge personnel shall not accrue or have any of the fringe benefits provided by Condon to its employees, including without limitation health insurance benefits, paid vacation, sick leave, etc. Converge shall be responsible for timely remittance of any federal income taxes, FICA or other taxes or amounts attributable to its compensation under this Agreement. It is understood that Converge provides independent consulting services within the telecommunications industry, and that Converge may continue to provide such services, to the extent they do not conflict with Converge's duties under this Agreement.
8. ***Non-Assignment of Agreement; Subcontractors.*** This Agreement may not be assigned or transferred without the prior, written consent of the non-assigning party. However, Converge is authorized to associate with and retain subcontractors when necessary to provide proper service to Condon under this contract.
9. ***Return of Records.*** Upon termination of this Agreement, Converge shall return all records, notes, data, memoranda, models and equipment which may be in Converge's possession and which are the property of Condon.
10. ***Notices.*** All notices provided for under this Agreement shall be in writing and shall be delivered as follows:

To Converge: Attention: Adam Haas
 c/o Converge Communications
 10425 SW Hawthorne Lane
 Portland, OR 97225
 fax: (503) 297-1081

To Condon: Attention: Owner
 c/o
 Fax:

Notice shall be deemed received on the third business day after mailing, or the next business day after confirmed fax transmittal. The addresses and/or fax numbers listed above for the receipt of notice may be changed at any time by providing two days written notice of such change.

11. ***Amendment.*** This Agreement may be modified or amended only by a written instrument signed by both parties.
12. ***Severability.*** If any provision of this Agreement is held invalid or unenforceable for any reason the remaining provisions shall continue to be valid and enforceable.
13. ***Non-Waiver.*** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to the benefit of such provision, or to subsequently enforce and compel strict compliance with such provision thereafter.
14. ***Applicable Law.*** This Agreement shall be construed according to and governed by the laws of the State of Oregon.
15. ***Mediation.*** Condon and Converge agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually

agree otherwise. Condon and Converge further agree to include a similar mediation provision in all agreements with other contractors and consultants retained for the Project and to require all other independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators retained by them, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

16. ***Attorney's Fees and Expenses.*** In the event suit or action be instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such suit or action, in both trial court and appellate courts.
17. ***Indemnifications.*** Converge agrees to indemnify Condon from any claims, damages, losses, and cost arising out of claims by third parties for property damage and bodily injury, including death, and caused solely by the gross negligence or willful misconduct of Converge, its employees, affiliated corporations, officers, and subcontractors in connection with the Project. Condon agrees to indemnify Converge from any claims, damages, losses, and cost arising out of claims by third parties for property damage and bodily injury, including death, and caused solely by the gross negligence or willful misconduct of Condon, its employees, or agents in connection with the Project. If the negligence of both Converge and Condon (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between Converge and Condon in proportion to their relative degrees of negligence.
18. ***Non-Disclosure.*** Converge shall retain in confidence all proprietary information transmitted to Converge by Condon. Converge will make no use of such proprietary information except to perform its obligation under this Agreement. Converge's obligation under this section with respect to any particular information shall extend to the earlier of such time as: (a) such information is

publicly available through no fault of Converge; or (b) two years following termination of this Agreement.

Consultant:

Condon:

Converge Communications Inc

Condon

By:

By :

Title :

Title :

Date:

Date:

EXHIBIT A

SCOPE OF SERVICES

Converge will provide telecommunications consulting services in support of Condon's Broadband Adoption and Utilization Strategic Plan.

EXHIBIT B

RATES

Principal	\$150 per hour
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Research Analyst	\$60 per hour
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2018 MSRS

July

	County	Arlington	Condon
Alarm	3	1	2
Medical	3	3	0
Assist Fire Dept.	4	0	0
Animal Problem	15	7	6
Assist Person	42	3	1
Assist Officer	18	6	1
Assist Outside Agency	16	0	0
Civil Matter	2	2	0
Disturbance	11	6	2
Juvenile	3	0	0
Suspicious Circumstances	12	6	1
Traffic Problem	21	3	1
Lost or Found Property	1	0	0
Traffic Stop (No Citation)	97	5	32
Civil Service	12	4	0
K9 Deployment	0	0	0
Security Check	15	6	0
Fingerprints	0	0	0
Impound Release	0	0	0
Training	3	0	0
Court/Court Security/Transport	6	2	0
All Other	52	17	26
TOTAL	336		
Arlington City Limits	71		
Condon City Limits	72		

TRAFFIC CITATIONS

I-84	73
Hwy. 19	9
Condon	7
Arlington	2
Hwy. 206	2
Hwy. 74	2
Cedar Springs Road	0
Blalock Road	0
Lonerock Road	0
Carter Hill Lane	0
Richmond Lane	0
TOTAL	95

Other Citations

Use of Marijuana in a Public Place	0
Minor in Possession of Alcohol	0

INCIDENT REPORTS

County Total	20
City of Arlington	6
City of Condon	5