



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, October 3, 2018, 7:00 PM**

- 1. CALL REGULAR MEETING TO ORDER**
- 2. ROLL CALL**
- 3. ADDITIONS TO AGENDA**
- 4. PUBLIC COMMENT**
 - 4.1. The council will hear discussion of unannounced matters from the floor and comments on the agenda items. Comments are limited to five (5) minutes.**
- 5. CONSENT AGENDA**
 - 5.1. Regular Council Minutes of September 5, 2018**
 - 5.2. Accounts Payable September 2018**
 - 5.3. VISA Statements**
 - 5.4. Financial Statements Period Ending September 30, 2018**
- 6. OLD BUSINESS**
 - 6.1. Update on ODOT Safe Route to School Grant**
 - 6.2. Housing Project Update**
- 7. NEW BUSINESS**
 - 7.1. Discuss and Approve Bid for Summit & Spring Sidewalk Project**
 - 7.2. Discuss Draft Public Contracting Rules**
 - 7.3. Discuss & Approve Agreement with Columbia Basin Electric Cooperative for Lease of Dark Fiber**
 - 7.4. Discuss Condon Community Pool Lease with Condon School District**
 - 7.5. Discuss Memorial Hall Project**
 - 7.6. Approve E-Cycle Contract with Oregon State Contracting Program**
- 8. STAFF REPORTS**
 - 8.1. Public Works Superintendent Gibb Wilkins**
 - 8.2. City Administrator Kathryn Greiner**
 - 8.3. Gilliam County Sheriff Gary Bettencourt**
- 9. COUNCIL INFORMATION**



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10. NEXT REGULAR MEETING DATE

10.1. Next regular meeting for the Condon City Council is Wednesday, November 7, 2018, 7 p.m. at Condon City Hall Council Chambers.

11. ADJOURN REGULAR MEETING

If necessary, Executive Session may be held in accordance with ORS 192.660(2)(i). 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 September 27, 2018



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City of Condon Regular Council Meeting Minutes Wednesday, September 5, 2018 7:00 PM

1. CALL REGULAR MEETING TO ORDER

Meeting called to order by Mayor Jim Hassing at 7:01 p.m.

2. ROLL CALL

Present: Mayor Jim Hassing; Councilors Boyd Harris, Michael Cronk, Tom Fatland, Jan Stinchfield and Donald Jamieson. Absent: Councilor Carol Harrison; A quorum was present.

Staff Present: City Administrator Kathryn Greiner, Public Works Superintendent Gibb Wilkins & Gilliam County Sheriff Gary Bettencourt

3. ADDITIONS TO AGENDA

Added to the agenda was 7.6 - Addendum to telecommunications contract with Converge Communications/Adam Haas and 7.7 - Bid packet for sidewalk contract by Anderson, Perry & Associates.

4. PUBLIC COMMENT

None

5. CONSENT AGENDA

5.1. August 1 2018 Regular Council Minutes

Motion was made by Councilor Tom Fatland to approve the August 1, 2018 regular city council minutes. The motion was seconded by Councilor Michael Cronk and approved unanimously.

5.2. Accounts Payable - August 10, 2018

Councilor Donald Jamieson asked about the bill regarding the 1995 Chevrolet pickup and was told by PW Wilkins that it was the green service pickup. Councilor Fatland asked about the \$2,000 check to the Gilliam County Library and CA Greiner said that it was for the Arts & Music grant that they applied for and was given a receipt to host the Missoula Children's Theatre. Councilor Jamieson also asked about the VISA bill not in the bill listing and CA Greiner said that there was nothing on the VISA last month.

5.3. Payroll Summary - August 2018

No questions or comments were made.

6. OLD BUSINESS



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6.1. Fiber Update - ROW Issue with Zayo

CA Greiner added that the fiber update would also update the council on the Inland Development fiber project. She said that Zayo representative has been contacted several times after the August council meeting to discuss the right-of-way fee set by the council and no response has been given. Zayo responded early that they did not agree with the fee unless it was a one time fee. CA Greiner also stated that earlier Zayo had contacted Gilliam County Roadmaster Dewey Kennedy regarding going around Condon and she contacted him this week and he has not heard from Zayo. She noted that the Gilliam County court earlier that day had approved leasing the fairgrounds to Zayo's construction company so it seems they are still going to be working in this area.

CA Greiner and Councilor Jan Stinchfield met briefly with Cindy Thompson of Inland Development last week and said that the project is scheduled to be completed by January 1, 2019. She said that Mark Trinchenco, city's telecom attorney has reviewed the IRU drafted with Columbia Basin Electric which has also been reviewed by Adam Haas and herself with some questions and additional information. CA Greiner anticipates to get the IRU back to CBEC later this week or earlier next week with the MRC and NRC in place. CA Greiner is also working with Haas to secure the end points at Condon and Arlington and has scheduled a meeting with Arlington TV Cooperative Tuesday, September 11. She suggested that the Fiber Committee may want to meet with Haas the same day to catch up on what needs to be done in regards to pricing or leasing the fiber pairs and the costs associated with the end points. CBEC has fenced a portion of their property on Cottonwood and is waiting for information from Haas regarding a communication shelter and the city's PW crew to place some gravel and a culvert for the south end point.

6.2. Housing Development Update

Council received preliminary cost estimates of water and sewer extensions to the proposed housing development north of the golf course named Fairway Drive from Dave Wildman of Anderson, Perry & Associates. To get water extension to the development is estimated at \$252,400 which would replace lines along Cottonwood Road with 16-inch pipe and provide extensions of 12-inch water line from Cottonwood to the golf course. Sewer extension cost to the development is \$194,000 and will go across the golf course. All new water lines and sewer lines must be engineered. Wildman gave cost estimates per lot for Options 1, 3 and 5 ranging from prices per lot of \$40,036 to \$49,571. Councilor Cronk suggested that with the current landowner operating a scrap yard in the middle of the development would cause issues with Councilor Jamieson saying that it is a long time until this would be completed and things may change or a fence installed to obscure the scrap yard. CA Greiner stated that she budgeted \$100,000 for engineering and design in the current fiscal year and it is time to look for other funding to leverage the city funds used on projects. Councilor Jamieson stated that the cost per lot would not be affordable to potential buyers and may need to be subsidized for a potential developer. Councilor Stinchfield stated that it would be attractive to developers to have the infrastructure in place. Discussion was held regarding if the 16-inch water line would be necessary for the development and what the water pressure would be in that area. The council discussed the "next steps" of this development and it would be to get additional answers from the engineers of the need for the water development up front and that the city would need to go find the funding. CA Greiner said that she has started the process by reaching out to John Huffman, USDA, Rep. Greg Smith and the Regional Solutions group out of Business Oregon. She will also send an email to Senator Hansell to see if there is any programs to fund a housing project. Unfortunately CA Greiner stated, there are a lot of housing issues in the state of Oregon so this may take time to get it completed.

7. NEW BUSINESS

7.1. Resolution 2019-02 -A Resolution for Workers' Compensation Volunteers

CA Greiner explained that this was an annual resolution and the change this year was to add the Fabulous Fourth of July celebration as a city event due to it no increasing cost according to Jay LaRue, insurance agent of record. Currently, the city covers the insurance for most of the events and this will streamline the process. **A motion was made by Councilor Fatland to approve Resolution 2019-02 - A Volunteer Resolution. The motion was seconded by Councilor Jamieson and approved unanimously.**



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7.2. Resolution 2019-03 - A Resolution Reiterating the Need of a Reserve Fund and the Intended Sources and Uses of Funds Accumulated Therein

A motion was made by Councilor Fatland to approve Resolution 2019-03 - A Resolution Reiterating the Need of a Reserve Fund and the Intended Sources and Uses of Funds Accumulated Therein. The motion was seconded by Councilor Boyd Harris and approved unanimously.

7.3. Discuss Public Contracting Ordinance

The council received a draft of Public Contracting Rules from City Attorney Wyatt Baum, and CA Greiner suggested that it be sent to the Finance Committee for review and recommendation. She has reviewed the document and has several questions, but noted that it was much clearer than the contracting rules approved in 2005. Councilor Fatland was appointed to replace Councilor Stinchfield on the Finance Committee along with Members Mayor Hassing and Councilor Cronk. They will set a meeting date for the discussion.

7.4. E-Cycling Contract

The council heard that the current e-cycle company used by the City of Condon will no longer be available as of January 1, 2019. CA Greiner is compiling information from the remaining three companies and suggested that this too be discussed with the Finance Committee to give a recommendation to the council at the October meeting. This was referred to the Finance Committee.

7.5. Memorandum of Understanding between Oregon DLCD and Gilliam County, City of Arlington & City of Condon

CA Greiner explained that the Oregon Department of Land Conservation and Development (DLCD) were in Condon several months ago and were offering grant funds for planning projects. Gilliam County applied for a grant and was successful for an Economic Opportunity Analysis. Requirements of the city is to have an advisory committee and meet four times before June 30, 2019. CA Greiner suggested that the planning commission be the advisory committee and that the grant may not be too beneficial since the city's subdivision and comprehensive plan has been completed in the last several years, but it was not a determinant either. **A motion was made by Councilor Fatland to enter into the Memorandum of Understanding with the Oregon DLCD. The motion was seconded by Councilor Jamieson and approved unanimously.**

7.6. ** Addition ** Addendum to Telecommunication Contract with Converge Communications - Adam Haas

The contract between Converge Communications which is Adam Haas for telecommunication consulting expires at the end of September and an addendum was presented to extend the contract for a year with the same terms. The original contract was included in the packet. **A motion was made by Councilor Jamieson to approved the addendum to the telecommunications contract with Converge Communications. The motion was seconded by Councilor Stinchfield and approved unanimously.**

7.7. ** Addition ** Sidewalk Contract Bid Packet

Anderson, Perry submitted the bid packet for the sidewalk project on Summit Street from Main to Ward Streets (ear Jamieson & Marshall) and Spring Street from Main to Oregon Streets (by M&A Auto) with a cost of \$118,650. Wildman put in the memo that the council could review and they would like to release the documents for bid advertising to start September 18, open bids in October 2018 and set completion date of November 21, 2018. CA Greiner stated that the project on Spring Street has \$50,000 from an ODOT grant and though originally would have put the Summit Street in the upcoming Safe Routes to School grant application it would be more economical to get them both done this fiscal year. **A motion was made by Councilor Fatland to direct Anderson, Perry & Associations to but out the bid packets subject to review of the city's public works department. The motion was seconded by Councilor Harris and approved unanimously.**

8. STAFF REPORTS



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8.1. Public Works - Gibb Wilkins, Superintendent

PW Wilkins reported that 11.9 million gallons of water were pumped in the month of August and one customer used over 1.2 million gallons. He will go over water conservation strategies this winter to educate users prior to the next water season. He has acquired a used Variable Frequency Drive (VFD) pump for City Farm that is a fraction of the cost of a new one and is the same brand as the other VFD which should cut down on maintenance issues. The golf course VFDs and the sheds to house them have arrived and will be installed. The city has received an anonymous complaint of the water of chlorine smell and is working with North Central Public Health to determine where the problem may be. The testing done by the city remains in allowable limits. The PW crew is completing the project on Jefferson Street and working with ODOT on patching the road on Spring and Main Streets. PW Wilkins noted that there is a problem with puncture vine and is researching how to eradicate it.

8.2. City Administrator - Kathryn Greiner

CA Greiner reported that at the Gilliam County Court meeting earlier in the day, the court decided to sell the property at 221 N. Potter and will be a sheriff's sale in the near future. She reminded the councilors that League of Oregon Cities will hold a regional small cities meeting in Condon September 20, 11 a.m. to 1 p.m. and urged the councilors to attend and RSVP. She noted that five people filed to fill the council vacancies, the audit is scheduled for September 25-26 and that Gilliam County extended the infrastructure grant by three years. The grant was originally 6 years to disperse \$3 million for water and sewer projects and an approximate \$335,000 is left for water projects and does not anticipate this to be an issue with expending the final grant funds in the extended period.

8.3. Police - Gilliam County Sheriff Office

Gilliam County Sheriff Gary Bettencourt walked the councilors through the reports for July and August and pointed out that there were 43 traffic stops in Condon in August with only 6 citations. He discussed that "all other" on reports included meetings or contacts with residents that did not fall under another category. Sheriff Bettencourt noted that the property on North Potter that has issues with vehicles includes 19 vehicles, one motorcycle, a camper and up to three motorhomes. The Sheriff's office tagged the vehicles on the city's ROW, which were then moved onto the lawn of the property. CA Greiner noted that the landowner, Larry Hansen, was issued a letter by city Attorney Wyatt Baum to remove the vehicles within 14 days of the notice. Sheriff Bettencourt noted that Gilliam County owned the property north of this property and he has asked them to clean it up as it is full of debris.

9. COUNCIL INFORMATION

9.1. LOC Region 8 Small Cities Meeting - September 20, 2018, 11 a.m. - 1 p.m., Condon City Hall

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

Mayor Hassing adjourned the meeting at 7:57 p.m.

Jim Hassing, Mayor

ATTEST: _____ Date _____
Kathryn Greiner City Administrator

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
16884										
09/18	09/10/2018	16884	112	ANDERSON, PERRY, & ASSOC.	64806	1	003-450-60060	.00	5,250.00	5,250.00
09/18	09/10/2018	16884	112	ANDERSON, PERRY, & ASSOC.	65017	1	003-450-60060	.00	371.25	371.25
09/18	09/10/2018	16884	112	ANDERSON, PERRY, & ASSOC.	65018	1	003-450-70050	.00	5,950.00	5,950.00
Total 16884:								.00		11,571.25
16885										
09/18	09/10/2018	16885	115	ARAMARK UNIFORM SERVICES	AUG 2018	1	001-100-60004	.00	208.40	208.40
Total 16885:								.00		208.40
16886										
09/18	09/10/2018	16886	599	AT&T MOBILITY	AUG 2018	1	001-150-60007	.00	53.58	53.58
09/18	09/10/2018	16886	599	AT&T MOBILITY	AUG 2018	2	007-650-60018	.00	7.74	7.74
09/18	09/10/2018	16886	599	AT&T MOBILITY	AUG 2018	3	006-600-60007	.00	7.74	7.74
Total 16886:								.00		69.06
16887										
09/18	09/10/2018	16887	831	BAUM SMITH LLC	22244	1	004-500-60008	.00	382.50	382.50
09/18	09/10/2018	16887	831	BAUM SMITH LLC	22244	2	001-100-60008	.00	307.50	307.50
09/18	09/10/2018	16887	831	BAUM SMITH LLC	22245	1	001-100-60008	.00	87.50	87.50
09/18	09/10/2018	16887	831	BAUM SMITH LLC	22445	1	004-500-60008	.00	225.00	225.00
09/18	09/10/2018	16887	831	BAUM SMITH LLC	22445	2	001-100-60008	.00	150.00	150.00
09/18	09/10/2018	16887	831	BAUM SMITH LLC	22446	1	001-100-60008	.00	2,517.10	2,517.10
Total 16887:								.00		3,669.60
16888										
09/18	09/10/2018	16888	859	BENNETT'S POINT S TIRE & AU	1032364	1	006-600-60026	.00	42.23	42.23
09/18	09/10/2018	16888	859	BENNETT'S POINT S TIRE & AU	1032364	2	007-650-60031	.00	42.22	42.22
09/18	09/10/2018	16888	859	BENNETT'S POINT S TIRE & AU	1032405	1	006-600-60026	.00	96.98	96.98
09/18	09/10/2018	16888	859	BENNETT'S POINT S TIRE & AU	1032405	2	007-650-60031	.00	96.97	96.97
09/18	09/10/2018	16888	859	BENNETT'S POINT S TIRE & AU	1032816	1	001-250-60015	.00	38.20	38.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
Total 16888:								.00		316.60
16889										
09/18	09/10/2018	16889	148	BOHN'S PRINTING	52966	1	001-100-60001	.00	8.54	8.54
Total 16889:								.00		8.54
16890										
09/18	09/10/2018	16890	151	BOX R WATER ANALYSIS LAB	33328	1	006-600-60030	.00	37.50	37.50
09/18	09/10/2018	16890	151	BOX R WATER ANALYSIS LAB	33383	1	006-600-60030	.00	645.00	645.00
09/18	09/10/2018	16890	151	BOX R WATER ANALYSIS LAB	33385	1	006-600-60030	.00	369.00	369.00
09/18	09/10/2018	16890	151	BOX R WATER ANALYSIS LAB	33386	1	006-600-60030	.00	345.00	345.00
09/18	09/10/2018	16890	151	BOX R WATER ANALYSIS LAB	33766	1	007-650-60053	.00	90.50	90.50
09/18	09/10/2018	16890	151	BOX R WATER ANALYSIS LAB	33778	1	007-650-60053	.00	50.00	50.00
09/18	09/10/2018	16890	151	BOX R WATER ANALYSIS LAB	33779	1	006-600-60030	.00	35.00	35.00
Total 16890:								.00		1,572.00
16891										
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	1	001-100-60003	.00	119.52	119.52
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	2	001-250-60018	.00	256.91	256.91
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	3	001-300-60018	.00	104.44	104.44
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	4	002-400-60003	.00	45.80	45.80
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	5	001-100-60003	.00	28.60	28.60
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	6	001-250-60018	.00	38.58	38.58
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	7	007-650-60018	.00	473.70	473.70
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	8	007-650-60018	.00	229.07	229.07
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	9	001-250-60018	.00	285.58	285.58
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	10	006-600-60018	.00	3,101.61	3,101.61
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	11	003-450-60023	.00	1,444.25	1,444.25
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	12	006-600-60018	.00	30.97	30.97
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	13	001-250-60018	.00	110.05	110.05
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	14	001-325-60018	.00	494.32	494.32
09/18	09/10/2018	16891	169	COLUMBIA BASIN ELECTRIC	AUG 2018	15	001-100-60003	.00	237.43	237.43
Total 16891:								.00		7,000.83

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
16892										
09/18	09/10/2018	16892	226	DAILY JOURNAL OF COMMERC	743914424	1	002-400-70010	.00	159.90	159.90
Total 16892:								.00		159.90
16893										
09/18	09/10/2018	16893	224	DEVIN OIL COMPANY	AUG 2018	1	020-960-70020	.00	534.12	534.12
Total 16893:								.00		534.12
16894										
09/18	09/10/2018	16894	783	ELIZABETH A. FARRAR	652	1	014-140-60001	.00	300.00	300.00
Total 16894:								.00		300.00
16895										
09/18	09/10/2018	16895	272	GILLIAM COUNTY FIRE SVCS	SEPT 2018	1	001-200-60017	.00	7,000.00	7,000.00
Total 16895:								.00		7,000.00
16896										
09/18	09/10/2018	16896	304	HATTENHAUER DIST.	CL83280	1	020-960-70020	.00	123.69	123.69
09/18	09/10/2018	16896	304	HATTENHAUER DIST.	CL83280	2	020-960-70020	.00	291.96	291.96
09/18	09/10/2018	16896	304	HATTENHAUER DIST.	CL83280	3	001-250-60050	.00	238.50	238.50
Total 16896:								.00		654.15
16897										
09/18	09/10/2018	16897	766	HOME TELEPHONE COMPANY	AUGUST 20	1	001-100-60007	.00	131.19	131.19
09/18	09/10/2018	16897	766	HOME TELEPHONE COMPANY	AUGUST 20	2	001-100-60007	.00	33.13	33.13
09/18	09/10/2018	16897	766	HOME TELEPHONE COMPANY	AUGUST 20	3	001-325-60007	.00	46.69	46.69
09/18	09/10/2018	16897	766	HOME TELEPHONE COMPANY	AUGUST 20	4	006-600-60007	.00	43.97	43.97
09/18	09/10/2018	16897	766	HOME TELEPHONE COMPANY	AUGUST 20	5	007-650-60007	.00	197.50	197.50
Total 16897:								.00		452.48
16898										
09/18	09/10/2018	16898	328	JAMIESON & MARSHALL	36676	1	001-250-70020	.00	9,995.00	9,995.00
09/18	09/10/2018	16898	328	JAMIESON & MARSHALL	AUG 2018	1	001-250-60030	.00	3,991.00	3,991.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/18	09/10/2018	16898	328	JAMIESON & MARSHALL	AUG 2018	2	007-650-60051	.00	9.85	9.85
09/18	09/10/2018	16898	328	JAMIESON & MARSHALL	AUG 2018	3	007-650-60056	.00	63.60	63.60
Total 16898:								.00		14,059.45
16899										
09/18	09/10/2018	16899	371	M & A AUTO PARTS	AUG 2018	1	001-250-60015	.00	35.31	35.31
09/18	09/10/2018	16899	371	M & A AUTO PARTS	AUG 2018	2	001-250-60030	.00	41.97	41.97
09/18	09/10/2018	16899	371	M & A AUTO PARTS	AUG 2018	3	007-650-60027	.00	17.49	17.49
09/18	09/10/2018	16899	371	M & A AUTO PARTS	AUG 2018	4	006-600-60026	.00	10.50	10.50
09/18	09/10/2018	16899	371	M & A AUTO PARTS	AUG 2018	5	007-650-60031	.00	10.50	10.50
09/18	09/10/2018	16899	371	M & A AUTO PARTS	AUG 2018	6	020-960-70020	.00	218.45	218.45
Total 16899:								.00		334.22
16900										
09/18	09/10/2018	16900	380	MELANIE'S SUCH & SUCH	3095	1	007-650-60052	.00	84.00	84.00
Total 16900:								.00		84.00
16901										
09/18	09/10/2018	16901	377	MORROW COUNTY GRAIN GRO	AUG 2018	1	001-325-60018	.00	969.93	969.93
Total 16901:								.00		969.93
16902										
09/18	09/10/2018	16902	394	MURRAY'S CONDON PHARMAC	AUG 2018	1	001-325-60001	.00	4.19	4.19
09/18	09/10/2018	16902	394	MURRAY'S CONDON PHARMAC	AUG 2018	2	007-650-60052	.00	1.79	1.79
Total 16902:								.00		5.98
16903										
09/18	09/10/2018	16903	837	MYERS, SANDRA	SEPT 2018	1	011-910-60040	.00	150.00	150.00
Total 16903:								.00		150.00
16904										
09/18	09/10/2018	16904	427	OFFICE DEPOT	1745516380	1	001-100-60001	.00	79.96	79.96
09/18	09/10/2018	16904	427	OFFICE DEPOT	1745525450	1	006-600-60001	.00	165.99	165.99

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
09/18	09/10/2018	16904	427	OFFICE DEPOT	1745525450	2	007-650-60001	.00	165.99	165.99
09/18	09/10/2018	16904	427	OFFICE DEPOT	1745525460	1	007-650-60001	.00	10.16	10.16
09/18	09/10/2018	16904	427	OFFICE DEPOT	1745525460	2	006-600-60001	.00	10.16	10.16
Total 16904:								.00		432.26
16905										
09/18	09/10/2018	16905	414	OREGON BACKFLOW TESTING	33035	1	006-600-60030	.00	2,051.50	2,051.50
09/18	09/10/2018	16905	414	OREGON BACKFLOW TESTING	35082	1	006-600-60030	.00	144.00	144.00
Total 16905:								.00		2,195.50
16906										
09/18	09/10/2018	16906	435	OREGON GOVERNMENT ETHIC	AIE07934	1	001-100-60008	.00	475.12	475.12
Total 16906:								.00		475.12
16907										
09/18	09/10/2018	16907	453	PETERSON MACHINERY CO.	PC55012719	1	020-960-70020	.00	96.94	96.94
Total 16907:								.00		96.94
16908										
09/18	09/10/2018	16908	459	PLATT	T174544	1	001-250-60030	.00	652.30	652.30
Total 16908:								.00		652.30
16909										
09/18	09/10/2018	16909	505	S. GILLIAM RFPD	SEPT 2018	1	001-200-60017	.00	11,000.00	11,000.00
Total 16909:								.00		11,000.00
16910										
09/18	09/10/2018	16910	892	THE HISTORIC HOTEL CONDO	AUG 2018	1	011-910-60040	.00	54.46	54.46
09/18	09/10/2018	16910	892	THE HISTORIC HOTEL CONDO	AUGUST 20	1	011-910-60040	.00	18.74	18.74
Total 16910:								.00		73.20

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Invoice Amount	Check Amount
16911										
09/18	09/10/2018	16911	649	THE POOL AND SPA HOUSE	592918-1	1	001-325-60001	.00	272.16	272.16
Total 16911:								.00		272.16
16912										
09/18	09/10/2018	16912	540	THE TIMES-JOURNAL	AUG 2018	1	002-400-70010	.00	77.50	77.50
09/18	09/10/2018	16912	540	THE TIMES-JOURNAL	AUG 2018	2	001-100-60000	.00	7.50	7.50
09/18	09/10/2018	16912	540	THE TIMES-JOURNAL	AUGUST 20	1	001-250-60015	.00	289.85	289.85
Total 16912:								.00		374.85
16913										
09/18	09/10/2018	16913	773	THYSSENKRUPP ELEVATOR	3004114264	1	001-100-60004	.00	232.38	232.38
Total 16913:								.00		232.38
16914										
09/18	09/10/2018	16914	548	TWO BOYS MEAT & GROCERY	AUG 2018	1	001-325-60001	.00	42.84	42.84
09/18	09/10/2018	16914	548	TWO BOYS MEAT & GROCERY	AUG 2018	2	007-650-60001	.00	26.18	26.18
Total 16914:								.00		69.02
16915										
09/18	09/10/2018	16915	559	VISA	AUG 2018 69	1	003-450-60023	.00	52.87	52.87
09/18	09/10/2018	16915	559	VISA	AUG 2018 69	2	001-100-60014	.00	380.68	380.68
09/18	09/10/2018	16915	559	VISA	AUG 2018 69	3	001-100-60014	.00	145.06-	145.06-
09/18	09/10/2018	16915	559	VISA	AUG 2018 85	1	004-500-60001	.00	225.00	225.00
09/18	09/10/2018	16915	559	VISA	AUG 2018 85	2	001-250-70020	.00	1,084.72	1,084.72
Total 16915:								.00		1,598.21
Grand Totals:								.00		66,592.45

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-000-202100	145.06	42,050.67-	41,905.61-
001-100-600005	7.50	.00	7.50
001-100-600010	88.50	.00	88.50
001-100-600030	385.55	.00	385.55
001-100-600040	440.78	.00	440.78
001-100-600070	164.32	.00	164.32
001-100-600080	3,537.22	.00	3,537.22
001-100-600140	380.68	145.06-	235.62
001-150-600070	53.58	.00	53.58
001-200-600170	11,000.00	.00	11,000.00
001-200-600172	7,000.00	.00	7,000.00
001-250-600150	363.36	.00	363.36
001-250-600180	691.12	.00	691.12
001-250-600300	4,685.27	.00	4,685.27
001-250-600500	238.50	.00	238.50
001-250-700200	11,079.72	.00	11,079.72
001-300-600180	104.44	.00	104.44
001-325-600010	319.19	.00	319.19
001-325-600070	46.69	.00	46.69
001-325-600180	1,464.25	.00	1,464.25
002-000-202100	.00	283.20-	283.20-
002-400-600030	45.80	.00	45.80
002-400-700100	237.40	.00	237.40
003-000-202100	.00	13,068.37-	13,068.37-
003-450-600230	1,444.25	.00	1,444.25
003-450-600231	52.87	.00	52.87
003-450-600600	5,621.25	.00	5,621.25
003-450-700500	5,950.00	.00	5,950.00
004-000-202100	.00	832.50-	832.50-
004-500-600010	225.00	.00	225.00
004-500-600080	607.50	.00	607.50
006-000-202100	.00	7,137.15-	7,137.15-
006-600-600010	176.15	.00	176.15
006-600-600070	51.71	.00	51.71
006-600-600180	3,132.58	.00	3,132.58
006-600-600260	149.71	.00	149.71
006-600-600300	3,627.00	.00	3,627.00
007-000-202100	.00	1,577.26-	1,577.26-
007-650-600010	202.33	.00	202.33
007-650-600070	197.50	.00	197.50

GL Account	Debit	Credit	Proof
007-650-600180	710.51	.00	710.51
007-650-600270	17.49	.00	17.49
007-650-600310	149.69	.00	149.69
007-650-600510	9.85	.00	9.85
007-650-600520	85.79	.00	85.79
007-650-600530	140.50	.00	140.50
007-650-600560	63.60	.00	63.60
011-000-202100	.00	223.20-	223.20-
011-910-600400	223.20	.00	223.20
014-000-202100	.00	300.00-	300.00-
014-140-600010	300.00	.00	300.00
020-000-202100	.00	1,265.16-	1,265.16-
020-960-700200	1,265.16	.00	1,265.16
Grand Totals:	<u>66,882.57</u>	<u>66,882.57-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

GL Account	Debit	Credit	Proof
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Report Criteria:

Report type: GL detail



CITY OF CONDON
CITY OF CONDON 1
Account Number: #### #### 6910
Page 1 of 4



AUG 28 2018

Account Summary

Billing Cycle	08/22/18
Days In Billing Cycle	31
Previous Balance	\$(145.06)
Purchases	+ 433.55
Cash	+ 0.00
Special	+ \$0.00
Balance Transfers	+ \$0.00
Credits	- \$0.00
Payments	- \$0.00
Other Charges	+ \$0.00
Finance Charges	+ 0.00

NEW BALANCE \$288.49

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$9,711.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Important Information About Your Account

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT SERVICE, NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH MYCARDSTATEMENT.COM. ENROLL TODAY!

Account Inquiries



Customer Service: (800) 423-7503
Report Lost or Stolen Card: (727) 570-4881



Visit us on the web at:
www.MyCardStatement.com



Please send Billing Inquiries and Correspondence to:
PO BOX 30495 TAMPA, FL 33630-3495

Payment Summary

NEW BALANCE	\$288.49
MINIMUM PAYMENT	\$288.49
PAYMENT DUE DATE	09/16/18

NOTE: Grace period to avoid a finance charge on purchases, pay entire new balance by payment due date. Finance charge accrues on cash advances until paid and will be billed on your next statement.

A-140 380.68
52.87
003-450-600231

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
07/29/18	07/31/18	5542	24316058211548474027430	SHELL OIL 53629600056	\$64.90 A140
07/29/18	07/31/18	7011	24270748211900011968396	FLORENCE OR DRIFTWOOD SHORES RESOR	\$315.78 A140
08/05/18	08/06/18	5942	24692168217100839032054	FLORENCE OR Amazon.com Amzn.com/bill WA	\$52.87

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

BANK OF EASTERN OREGON
P O BOX 39
HEPPNER OR 97836 - 0039



Account Number

6910

Check box to indicate
name/address change on
back of this coupon ☐

AMOUNT OF PAYMENT ENCLOSED

Closing Date

08/22/18

New Balance

\$288.49

Total Minimum
Payment Due

\$288.49

Payment Due Date

09/16/18

\$

CITY OF CONDON
CITY OF CONDON 1
PO BOX 445
CONDON OR 97823-0445



MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1001 6910 00028849 00028849 9



CITY OF CONDON
CITY OF CONDON 2
Account Number: ##### 8577
Page 1 of 4



004-500-600010 225.00
C 700200 1084.72
AUG 28 2018

Account Summary

Billing Cycle	08/22/18
Days In Billing Cycle	31
Previous Balance	\$0.00
Purchases	+ 1,309.72
Cash	+ 0.00
Special	+ \$0.00
Balance Transfers	+ \$0.00
Credits	- \$0.00
Payments	- \$0.00
Other Charges	+ \$0.00
Finance Charges	+ 0.00

NEW BALANCE \$1,309.72

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$8,690.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Important Information About Your Account

MANAGE YOUR CARD ACCOUNT ONLINE. IT'S FREE! IT'S EASY! SIMPLY GO TO WWW.MYCARDSTATEMENT.COM AND ENROLL IN OUR ONLINE SERVICE. YOU CAN REVIEW ACCOUNT INFORMATION, TRACK SPENDING, SET ALERT SERVICE, NOTIFICATIONS, DOWNLOAD FILES, AND MUCH MORE. MANAGING YOUR ACCOUNT IS FAST, SECURE AND EASY WITH MYCARDSTATEMENT.COM. ENROLL TODAY!

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
07/30/18	07/31/18	8641	24492158211894592956173	PAYPAL *MIDCOLUMBIA	\$75.00
				402-935-7733 CA	
07/30/18	07/31/18	8641	24492158211894592734760	PAYPAL *MIDCOLUMBIA	\$75.00
				402-935-7733 CA	
07/30/18	07/31/18	8641	24492158211894592612024	PAYPAL *MIDCOLUMBIA	\$75.00
				402-935-7733 CA	
08/16/18	08/19/18	5200	24610438229010186600951	HOMEDPOT.COM	\$1,084.72
				800-430-3376 GA	

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW UP TO 7 DAYS FOR RECEIPT

BANK OF EASTERN OREGON
P O BOX 39
HEPPNER OR 97836 - 0039



Account Number
8577

Check box to indicate
name/address change on
back of this coupon ☐

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
08/22/18	\$1,309.72	\$1309.72	09/16/18

\$

CITY OF CONDON
CITY OF CONDON 2
PO BOX 445
128 S MAIN ST
CONDON OR 97823-0445



MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1001 8577 00130972 00130972 4

CITY OF CONDON
COMBINED CASH INVESTMENT
SEPTEMBER 30, 2018

COMBINED CASH ACCOUNTS

900-000-104100	CASH - BEO CHECKING	199,014.79
900-000-104110	CASH - BEO MUNICIPAL MONEY MKT	244,882.72
900-000-104120	CASH - LGPI	4,722,647.17
900-000-104130	CASH - PETTY CASH	165.00
	TOTAL COMBINED CASH	5,166,709.68
900-000-105000	UTILITIES CASH CLEARING	(337.51)
900-000-104000	CASH ALLOCATED TO OTHER FUNDS	(5,166,372.17)

TOTAL UNALLOCATED CASH		.00
------------------------	-------------	-----

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	845,041.94
2	ALLOCATION TO MEMORIAL HALL FUND	51,126.74
3	ALLOCATION TO STATE STREETS FUND	237,871.21
4	ALLOCATION TO STATE REVENUE SHARING FUND	951,843.98
5	ALLOCATION TO DEVELOPMENT GRANT FUND	2,093.30
6	ALLOCATION TO WATER FUND	191,253.92
7	ALLOCATION TO SEWER FUND	155,690.74
8	ALLOCATION TO EQUIPMENT RESERVE FUND	436,622.36
10	ALLOCATION TO SEWER RESERVE FUND	333,506.43
11	ALLOCATION TO WATER TRUST FUND	31,298.54
14	ALLOCATION TO TRANSIENT ROOM TAX FUND	21,734.81
20	ALLOCATION TO WATER SYSTEM IMPROVEMENT FUND	1,269,127.45
30	ALLOCATION TO WASTE WATER SYSTEM IMPROV FUND	379,310.68
80	ALLOCATION TO WATER EQUIPMENT RESERVE FUND	88,565.29
90	ALLOCATION TO SEWER EQUIPMENT RESERVE FUND	121,338.57
100	ALLOCATION TO DEBT SERVICE - SEWER FUND	49,946.21
	TOTAL ALLOCATIONS TO OTHER FUNDS	5,166,372.17
	ALLOCATION FROM COMBINED CASH FUND - 900-000-104000	(5,166,372.17)

ZERO PROOF IF ALLOCATIONS BALANCE		.00
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CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

GENERAL FUND

ASSETS

001-000-104000	CASH - COMBINED FUND	845,041.94	
001-000-104010	CASH WITH COUNTY TREASURER	(3,239.89)	
001-000-105000	PROPERTY TAX RECEIVABLE	9,145.63	
001-000-106000	ACCOUNTS RECEIVABLE	38,934.59	
001-000-107000	FRANCHISE FEES RECEIVABLE	221,626.76	
001-000-108000	PREPAID HEALTH INSURANCE	2,003.19	
	TOTAL ASSETS		1,113,512.22

LIABILITIES AND EQUITY

LIABILITIES

001-000-202100	AP LIABILITY ACCOUNT	(.33)	
001-000-202200	PAYROLL PAYABLE	(3,240.22)	
001-000-203110	STATE TAX W/H	85.08	
001-000-204000	DEFERRED REVENUE-PROPERTY TAX	9,145.63	
	TOTAL LIABILITIES		5,990.16

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
001-000-301000	FUND BALANCE	911,720.35	
	REVENUE OVER EXPENDITURES - YTD	195,801.71	
	BALANCE - CURRENT DATE	1,107,522.06	
	TOTAL FUND EQUITY		1,107,522.06
	TOTAL LIABILITIES AND EQUITY		1,113,512.22

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>GENERAL FUND REVENUES</u>					
001-000-401000 CASH ON HAND	.00	.00	500,000.00	500,000.00	.0
001-000-402000 PREV. LEVIED TAXES REC.	2,657.99	2,833.37	1,500.00	(1,333.37)	188.9
001-000-403000 CURRENT ROAD LEVY	.00	.00	12,000.00	12,000.00	.0
001-000-404000 PRIOR ROAD LEVY	.00	.00	100.00	100.00	.0
001-000-405000 FINES, LICENSES, PERMITS	100.00	300.00	1,000.00	700.00	30.0
001-000-406000 ELECTRIC FRANCHISE	4,283.46	6,660.58	33,000.00	26,339.42	20.2
001-000-407000 TV FRANCHISE	(2,061.81)	407.70	6,000.00	5,592.30	6.8
001-000-408000 LIQUOR APPORTIONMENT	1,380.67	3,084.09	10,000.00	6,915.91	30.8
001-000-409000 CIGARETTE TAX	84.46	154.57	1,000.00	845.43	15.5
001-000-410000 MISC., DOG TAGS, ETC.	50.00	294.93	7,500.00	7,205.07	3.9
001-000-411000 GOLF GREENS FEES & DUES	455.00	15,219.00	12,000.00	(3,219.00)	126.8
001-000-412000 REFUNDS AND INTEREST	2,343.99	5,835.79	10,000.00	4,164.21	58.4
001-000-413000 TELEPHONE FRANCHISE	827.68	2,633.67	10,000.00	7,366.33	26.3
001-000-414000 SALE OF SUPPLIES	.00	.00	250.00	250.00	.0
001-000-416000 RENTALS	.00	75.00	1,000.00	925.00	7.5
001-000-417000 TAXES NEC. TO BAL. BUDGET	.00	251.63	220,000.00	219,748.37	.1
001-000-418000 OWSI HOST FEE	238,990.66	238,990.66	215,000.00	(23,990.66)	111.2
001-000-419000 CWM HOST FEE	7,500.00	7,500.00	7,500.00	.00	100.0
001-000-420000 SWIMMING POOL REVENUE	651.73	4,729.88	7,500.00	2,770.12	63.1
001-000-425000 SWIMMING POOL - GILLIAM COUNTY	44,223.06	44,373.06	50,000.00	5,626.94	88.8
001-000-450000 GILLIAM COUNTY SIP	.00	.00	195,000.00	195,000.00	.0
001-000-456000 OUTSIDE FUNDING SOURCE	.00	.00	10,000.00	10,000.00	.0
001-000-460500 CELL TOWER REVENUE	.00	3,544.58	21,600.00	18,055.42	16.4
 TOTAL GENERAL FUND REVENUES	 301,486.89	 336,888.51	 1,331,950.00	 995,061.49	 25.3
 TOTAL FUND REVENUE	 301,486.89	 336,888.51	 1,331,950.00	 995,061.49	 25.3

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION EXPENDITURES</u>					
001-100-500110 RECORDER/TREASURER	2,485.14	7,455.42	30,900.00	23,444.58	24.1
001-100-500120 JANITOR	142.65	420.03	3,000.00	2,579.97	14.0
001-100-500130 CLERICAL (PART-TIME)	292.79	1,100.55	5,500.00	4,399.45	20.0
001-100-504100 SOCIAL SECURITY/EMPLOYER	223.43	686.68	3,100.00	2,413.32	22.2
001-100-504300 HEALTH INSURANCE	903.88	2,711.64	13,350.00	10,638.36	20.3
001-100-504400 DENTAL INSURANCE	105.05	315.15	.00 (	315.15)	.0
001-100-504500 LIFE INSURANCE	1.85	5.55	50.00	44.45	11.1
001-100-504600 LONG TERM DISABILITY INSURANCE	8.41	25.23	125.00	99.77	20.2
001-100-504700 UNEMPLOYMENT INSURANCE	5.75	60.25	750.00	689.75	8.0
001-100-504800 WORKER'S COMPENSATION	1.85	5.34	500.00	494.66	1.1
001-100-505000 PERS	1,021.16	3,088.36	15,000.00	11,911.64	20.6
001-100-600005 ADVERTISING	7.50	40.00	2,000.00	1,960.00	2.0
001-100-600010 POSTAGE, SUPPLIES, ETC.	88.50	590.97	6,500.00	5,909.03	9.1
001-100-600020 AUDIT	.00	.00	7,000.00	7,000.00	.0
001-100-600030 UTILITIES	385.55	829.18	12,500.00	11,670.82	6.6
001-100-600040 CITY BUILDINGS	440.78	651.96	9,000.00	8,348.04	7.2
001-100-600050 INSURANCE & BONDING	.00	11,112.62	13,500.00	2,387.38	82.3
001-100-600060 MAYOR & COUNCIL STIPEND	.00	.00	2,100.00	2,100.00	.0
001-100-600070 TELEPHONE	164.32	411.50	4,000.00	3,588.50	10.3
001-100-600080 LEGAL	3,537.22	3,537.22	12,000.00	8,462.78	29.5
001-100-600090 ORDINANCE BOOK UPDATING	.00	.00	2,500.00	2,500.00	.0
001-100-600140 TRAINING, SCHOOLS, ETC.	235.62	1,250.78	3,000.00	1,749.22	41.7
001-100-600150 COMPUTER SUPPORT	.00	1,442.00	6,120.00	4,678.00	23.6
001-100-600600 COMMUNITY PROJECTS	.00	2,000.00	10,000.00	8,000.00	20.0
001-100-700100 BUILDING IMPROVEMENTS	.00	.00	300,000.00	300,000.00	.0
TOTAL ADMINISTRATION EXPENDITURES	10,051.45	37,740.43	462,495.00	424,754.57	8.2

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>POLICE DEPARTMENT EXPENDITURES</u>					
001-150-500130 POLICE CHIEF/SENIOR OFFICER	.00	.00	40,000.00	40,000.00	.0
001-150-500140 POLICE OFFICER	.00	4,462.00	.00	(4,462.00)	.0
001-150-500150 RESERVE OFFICER	.00	.00	2,500.00	2,500.00	.0
001-150-500170 OVERTIME	.00	500.00	6,000.00	5,500.00	8.3
001-150-504100 SOCIAL SECURITY/EMPLOYER	.00	379.59	3,800.00	3,420.41	10.0
001-150-504300 HEALTH INSURANCE	.00	.00	18,000.00	18,000.00	.0
001-150-504500 LIFE INSURANCE	.00	.00	200.00	200.00	.0
001-150-504600 LONG TERM DISABILITY INSURANCE	.00	.00	200.00	200.00	.0
001-150-504700 UNEMPLOYMENT INSURANCE	.00	44.66	750.00	705.34	6.0
001-150-504800 WORKER'S COMPENSATION	.00	2,509.16	2,500.00	(9.16)	100.4
001-150-505000 PERS	.00	.00	18,500.00	18,500.00	.0
001-150-600070 TELEPHONE	53.58	53.58	2,500.00	2,446.42	2.1
001-150-600080 LEGAL EXPENSE	.00	.00	2,000.00	2,000.00	.0
001-150-600090 ANIMAL CONTROL	.00	.00	3,000.00	3,000.00	.0
001-150-600110 MISCELLANEOUS SUPPLIES	.00	100.00	6,000.00	5,900.00	1.7
001-150-600120 GAS & OIL	.00	.00	2,500.00	2,500.00	.0
001-150-600130 OTHER VEHICLE EXPENSES	.00	.00	2,000.00	2,000.00	.0
001-150-600140 TRAINING, SCHOOLS, ETC.	.00	.00	2,500.00	2,500.00	.0
001-150-600150 UNIFORMS & POLICE EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
001-150-600170 CONTRACTED POLICIE SERVICES	.00	10,500.00	1,000.00	(9,500.00)	1050.0
TOTAL POLICE DEPARTMENT EXPENDITURES	53.58	18,548.99	115,450.00	96,901.01	16.1
<u>FIRE DEPARTMENT EXPENDITURES</u>					
001-200-600150 MISCELLANEOUS	.00	.00	500.00	500.00	.0
001-200-600160 TRUCK MAINTENANCE	.00	.00	12,000.00	12,000.00	.0
001-200-600170 CONTRACTED FIRE SERVICES	11,000.00	11,000.00	11,000.00	.00	100.0
001-200-600172 FIRE SERVICES COOR	7,000.00	7,000.00	7,000.00	.00	100.0
TOTAL FIRE DEPARTMENT EXPENDITURES	18,000.00	18,000.00	30,500.00	12,500.00	59.0
<u>GOLF DEPARTMENT EXPENDITURES</u>					
001-250-500160 ATTENDANT	2,016.00	6,944.00	17,000.00	10,056.00	40.9
001-250-504100 SOCIAL SECURITY/EMPLOYER	154.22	531.20	1,300.00	768.80	40.9
001-250-504700 UNEMPLOYMENT INSURANCE	18.14	62.49	250.00	187.51	25.0
001-250-504800 WORKER'S COMPENSATION	2.08	133.19	500.00	366.81	26.6
001-250-505000 PERS	(792.06)	818.41	6,500.00	5,681.59	12.6
001-250-600005 ADVERTISING	.00	.00	500.00	500.00	.0
001-250-600150 MISCELLANEOUS	363.36	382.79	5,000.00	4,617.21	7.7
001-250-600180 ELECTRICITY	691.12	1,211.73	10,000.00	8,788.27	12.1
001-250-600190 SPRAY & FERTILIZER	.00	.00	4,000.00	4,000.00	.0
001-250-600300 REPAIRS & MAINTENANCE	4,685.27	4,700.37	7,000.00	2,299.63	67.2
001-250-600500 GAS/FUEL GOLF COURSE	238.50	442.55	1,500.00	1,057.45	29.5
001-250-700200 GOLF COURSE IMPROVEMENT	11,079.72	11,079.72	25,000.00	13,920.28	44.3
TOTAL GOLF DEPARTMENT EXPENDITURES	18,456.35	26,306.45	78,550.00	52,243.55	33.5

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & REC EXPENDITURES</u>					
001-300-500170 PARK ATTENDANT	1,976.00	6,552.00	16,000.00	9,448.00	41.0
001-300-504100 SOCIAL SECURITY/EMPLOYER	151.16	501.22	1,100.00	598.78	45.6
001-300-504700 UNEMPLOYMENT INSURANCE	17.78	58.97	500.00	441.03	11.8
001-300-504800 WORKER'S COMPENSATION	2.51	591.78	1,000.00	408.22	59.2
001-300-505000 PERS	.00	(764.67)	1,000.00	1,764.67	(76.5)
001-300-600010 POSTAGE, SUPPLIES, ETC.	.00	245.64	4,500.00	4,254.36	5.5
001-300-600180 ELECTRICITY	104.44	232.18	1,500.00	1,267.82	15.5
001-300-600200 TREE MAINTENANCE(7K)	.00	.00	2,500.00	2,500.00	.0
001-300-600300 GAS/FUEL	.00	32.96	500.00	467.04	6.6
001-300-700100 PARK IMPROVEMENTS/MASTER PLAN	.00	.00	2,500.00	2,500.00	.0
TOTAL PARKS & REC EXPENDITURES	2,251.89	7,450.08	31,100.00	23,649.92	24.0
<u>SWIMMING POOL EXPENDITURES</u>					
001-325-500160 SWIMMING POOL MANAGER	.00	.00	7,700.00	7,700.00	.0
001-325-500170 LIFEGUARDS	800.00	22,251.80	26,000.00	3,748.20	85.6
001-325-504100 SOCIAL SECURITY/EMPLOYER	61.20	1,702.25	2,750.00	1,047.75	61.9
001-325-504700 UNEMPLOYMENT	7.20	200.26	500.00	299.74	40.1
001-325-504800 WORKERS' COMPENSATION	.17	1,411.33	1,500.00	88.67	94.1
001-325-505000 PERS	.00	.00	100.00	100.00	.0
001-325-600005 ADVERTISING	.00	.00	500.00	500.00	.0
001-325-600010 SWIMMING POOL EXPENSES	319.19	1,960.69	7,500.00	5,539.31	26.1
001-325-600070 TELEPHONE	46.69	93.38	750.00	656.62	12.5
001-325-600140 TRAINING & TRAVEL	.00	.00	2,000.00	2,000.00	.0
001-325-600180 UTILITIES	1,464.25	2,721.74	8,000.00	5,278.26	34.0
001-325-600300 REPAIR & MAINTENANCE	.00	2,699.40	5,000.00	2,300.60	54.0
TOTAL SWIMMING POOL EXPENDITURES	2,698.70	33,040.85	62,300.00	29,259.15	53.0
<u>NON-DEPARTMENTAL EXPENDITURES</u>					
001-350-800100 MEMORIAL HALL	.00	.00	50,000.00	50,000.00	.0
001-350-800200 TRANSFER TO STATE REV SHARING	.00	.00	150,000.00	150,000.00	.0
001-350-800250 TRANSFER TO DEVELOPMENT	.00	.00	105,000.00	105,000.00	.0
001-350-800300 TRANSFER TO WATER FUND	.00	.00	10,000.00	10,000.00	.0
001-350-800400 EQUIPMENT RESERVE	.00	.00	20,000.00	20,000.00	.0
001-350-800500 TRANSFER TO WATER SYSTEM IMPR	.00	.00	21,000.00	21,000.00	.0
001-350-800700 TRANSFER TO WASTEWATER FUND	.00	.00	1,000.00	1,000.00	.0
001-350-800900 CONTINGENCY	.00	.00	194,555.00	194,555.00	.0
TOTAL NON-DEPARTMENTAL EXPENDITURES	.00	.00	551,555.00	551,555.00	.0
TOTAL FUND EXPENDITURES	51,511.97	141,086.80	1,331,950.00	1,190,863.20	10.6
NET REVENUE OVER EXPENDITURES	249,974.92	195,801.71	.00	(195,801.71)	.0

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

MEMORIAL HALL FUND

ASSETS

002-000-104000	CASH - COMBINED FUND	51,126.74	
	TOTAL ASSETS		51,126.74

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
002-000-301000	FUND BALANCE	51,206.20	
	REVENUE OVER EXPENDITURES - YTD	(79.46)	
	BALANCE - CURRENT DATE	51,126.74	
	TOTAL FUND EQUITY		51,126.74
	TOTAL LIABILITIES AND EQUITY		51,126.74

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

MEMORIAL HALL FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>MEMORIAL HALL REVENUES</u>					
002-000-401000	CASH ON HAND	.00	.00	40,000.00	40,000.00	.0
002-000-412000	INTEREST INCOME	90.34	277.01	500.00	222.99	55.4
002-000-417000	RECEIPTS FROM M.H. RENT	.00	.00	500.00	500.00	.0
002-000-450000	TRANSFER FROM G.F.	.00	.00	50,000.00	50,000.00	.0
		<u>90.34</u>	<u>277.01</u>	<u>91,000.00</u>	<u>90,722.99</u>	<u>.3</u>
	TOTAL MEMORIAL HALL REVENUES					
		<u>90.34</u>	<u>277.01</u>	<u>91,000.00</u>	<u>90,722.99</u>	<u>.3</u>
	TOTAL FUND REVENUE					
		<u>90.34</u>	<u>277.01</u>	<u>91,000.00</u>	<u>90,722.99</u>	<u>.3</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

MEMORIAL HALL FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>MEMORIAL HALL EXPENDITURES</u>					
002-400-600030	UTILITIES	45.80	119.07	5,000.00	4,880.93	2.4
002-400-600210	MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
002-400-600220	SUPPLIES	.00	.00	1,000.00	1,000.00	.0
002-400-700100	BUILDING IMPROVEMENT	237.40	237.40	82,500.00	82,262.60	.3
	<u>TOTAL MEMORIAL HALL EXPENDITURES</u>	<u>283.20</u>	<u>356.47</u>	<u>91,000.00</u>	<u>90,643.53</u>	<u>.4</u>
	 <u>TOTAL FUND EXPENDITURES</u>	 <u>283.20</u>	 <u>356.47</u>	 <u>91,000.00</u>	 <u>90,643.53</u>	 <u>.4</u>
	 <u>NET REVENUE OVER EXPENDITURES</u>	 <u>(192.86)</u>	 <u>(79.46)</u>	 <u>.00</u>	 <u>79.46</u>	 <u>.0</u>

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

STATE STREETS FUND

ASSETS

003-000-104000	CASH - COMBINED FUND	237,871.21	
	TOTAL ASSETS		237,871.21

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
003-000-301000	FUND BALANCE	252,097.74	
	REVENUE OVER EXPENDITURES - YTD	(14,226.53)	
	BALANCE - CURRENT DATE	237,871.21	
	TOTAL FUND EQUITY		237,871.21
	TOTAL LIABILITIES AND EQUITY		237,871.21

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

STATE STREETS FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>STATE STREETS REVENUES</u>					
003-000-401000	CASH ON HAND	.00	.00	230,000.00	230,000.00	.0
003-000-412000	INTEREST INCOME	438.17	1,343.49	3,000.00	1,656.51	44.8
003-000-419000	STATE STREETS APPORTION.	4,679.43	12,300.18	45,000.00	32,699.82	27.3
003-000-420000	SPECIAL CITY ALLOT. GRANT	.00	.00	50,000.00	50,000.00	.0
003-000-458000	OUTSIDE FUNDING SOURCES	.00	.00	445,000.00	445,000.00	.0
		<u>5,117.60</u>	<u>13,643.67</u>	<u>773,000.00</u>	<u>759,356.33</u>	<u>1.8</u>
	TOTAL STATE STREETS REVENUES					
		<u>5,117.60</u>	<u>13,643.67</u>	<u>773,000.00</u>	<u>759,356.33</u>	<u>1.8</u>
	TOTAL FUND REVENUE					
		<u>5,117.60</u>	<u>13,643.67</u>	<u>773,000.00</u>	<u>759,356.33</u>	<u>1.8</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

STATE STREETS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	STATE STREET EXPENDITURES					
003-450-600230	STREET LIGHTS	1,444.25	2,888.50	20,000.00	17,111.50	14.4
003-450-600231	MISCELLANEOUS/SPRAY	52.87	59.45	2,000.00	1,940.55	3.0
003-450-600600	AMIN/AUDIT/LEGAL/ENGINEERING	5,621.25	5,621.25	5,000.00	(621.25)	112.4
003-450-700200	STREET OIL & ROCK	.00	.00	96,000.00	96,000.00	.0
003-450-700500	SIDEWALK IMPROVEMENT	5,950.00	19,301.00	650,000.00	630,699.00	3.0
	TOTAL STATE STREET EXPENDITURES	13,068.37	27,870.20	773,000.00	745,129.80	3.6
	TOTAL FUND EXPENDITURES	13,068.37	27,870.20	773,000.00	745,129.80	3.6
	NET REVENUE OVER EXPENDITURES	(7,950.77)	(14,226.53)	.00	14,226.53	.0

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

STATE REVENUE SHARING FUND

ASSETS

004-000-104000	CASH - COMBINED FUND	951,843.98	
004-000-107000	ACCOUNTS RECEIVABLE	1,123.85	
	TOTAL ASSETS		952,967.83

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
004-000-301000	FUND BALANCE	950,504.36	
	REVENUE OVER EXPENDITURES - YTD	2,463.47	
	BALANCE - CURRENT DATE	952,967.83	
	TOTAL FUND EQUITY		952,967.83
	TOTAL LIABILITIES AND EQUITY		952,967.83

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

STATE REVENUE SHARING FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>STATE REV SHARE REVENUES</u>					
004-000-401000	CASH ON HAND	.00	.00	900,000.00	900,000.00	.0
004-000-412000	INTEREST INCOME	612.53	1,878.11	5,000.00	3,121.89	37.6
004-000-420000	STATE REVENUE APPORTION.	.00	1,417.86	5,000.00	3,582.14	28.4
004-000-430000	LEGACY PLANTER/MAIN STREET REV	.00	.00	500.00	500.00	.0
004-000-450000	TRANSFER FROM GENERAL FUND	.00	.00	150,000.00	150,000.00	.0
004-000-458000	OUTSIDE FUNDING SOURCE - GRANT	.00	.00	1,300,000.00	1,300,000.00	.0
	<u>TOTAL STATE REV SHARE REVENUES</u>	<u>612.53</u>	<u>3,295.97</u>	<u>2,360,500.00</u>	<u>2,357,204.03</u>	<u>.1</u>
	 <u>TOTAL FUND REVENUE</u>	 <u>612.53</u>	 <u>3,295.97</u>	 <u>2,360,500.00</u>	 <u>2,357,204.03</u>	 <u>.1</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

STATE REVENUE SHARING FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
<u>STATE REV SHARE EXPENDITURES</u>						
004-500-600010	SUPPLIES, MATERIALS	225.00	225.00	2,000.00	1,775.00	11.3
004-500-600080	TELECOM ATTORNEY/PROF FEES	607.50	607.50	90,000.00	89,392.50	.7
004-500-600970	DESIGN/ENGINEERING	.00	.00	20,000.00	20,000.00	.0
004-500-601990	MAIN STREET PROJECT/CITY MATCH	.00	.00	1,000.00	1,000.00	.0
004-500-700220	FIBER PROJECT	.00	.00	2,247,500.00	2,247,500.00	.0
	TOTAL STATE REV SHARE EXPENDITURES	<u>832.50</u>	<u>832.50</u>	<u>2,360,500.00</u>	<u>2,359,667.50</u>	<u>.0</u>
	TOTAL FUND EXPENDITURES	<u>832.50</u>	<u>832.50</u>	<u>2,360,500.00</u>	<u>2,359,667.50</u>	<u>.0</u>
	NET REVENUE OVER EXPENDITURES	<u>(219.97)</u>	<u>2,463.47</u>	<u>.00</u>	<u>(2,463.47)</u>	<u>.0</u>

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

DEVELOPMENT GRANT FUND

ASSETS

005-000-104000	CASH - COMBINED FUND	2,093.30	
	TOTAL ASSETS		2,093.30

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
005-000-301000	FUND BALANCE	1,851.82	
	REVENUE OVER EXPENDITURES - YTD	241.48	
	BALANCE - CURRENT DATE	2,093.30	
	TOTAL FUND EQUITY		2,093.30
	TOTAL LIABILITIES AND EQUITY		2,093.30

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

DEVELOPMENT GRANT FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>DEVELOPMENT GRANT REVENUES</u>					
005-000-401000	CASH ON HAND	.00	.00	5,000.00	5,000.00	.0
005-000-412000	INTEREST INCOME	21.68	66.48	250.00	183.52	26.6
005-000-421000	DEVELOPMENT FEES	105.00	175.00	1,000.00	825.00	17.5
005-000-450000	TRANSFER FROM GENERAL FUND	.00	.00	105,000.00	105,000.00	.0
005-000-470000	STATE GRANT	.00	.00	1,000.00	1,000.00	.0
		<u>126.68</u>	<u>241.48</u>	<u>112,250.00</u>	<u>112,008.52</u>	<u>.2</u>
	TOTAL DEVELOPMENT GRANT REVENUES					
		<u>126.68</u>	<u>241.48</u>	<u>112,250.00</u>	<u>112,008.52</u>	<u>.2</u>
	TOTAL FUND REVENUE					
		<u>126.68</u>	<u>241.48</u>	<u>112,250.00</u>	<u>112,008.52</u>	<u>.2</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

DEVELOPMENT GRANT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DEVELOPMENT GRANT EXPENDITURES</u>					
005-550-600005	ADVERTISING	.00	.00	1,000.00	1,000.00	.0
005-550-600140	TRAINING, SCHOOLS, ETC.	.00	.00	1,000.00	1,000.00	.0
005-550-600200	CONSULTANT	.00	.00	5,000.00	5,000.00	.0
005-550-600220	SUPPLIES	.00	.00	2,000.00	2,000.00	.0
005-550-600221	MAP UPDATING	.00	.00	1,000.00	1,000.00	.0
005-550-700200	HOUSING DEVELOPMENT	.00	.00	102,250.00	102,250.00	.0
	TOTAL DEVELOPMENT GRANT EXPENDITURES	.00	.00	112,250.00	112,250.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	112,250.00	112,250.00	.0
	NET REVENUE OVER EXPENDITURES	126.68	241.48	.00	(241.48)	.0

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

WATER FUND

ASSETS

006-000-104000	CASH - COMBINED FUND	191,253.92	
006-000-106000	ACCOUNTS RECEIVABLE - WATER	20,934.30	
006-000-108000	PREPAID INSURANCE	2,204.28	
	TOTAL ASSETS		214,392.50

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
006-000-301000	FUND BALANCE	201,517.49	
	REVENUE OVER EXPENDITURES - YTD	12,875.01	
	BALANCE - CURRENT DATE	214,392.50	
	TOTAL FUND EQUITY		214,392.50
	TOTAL LIABILITIES AND EQUITY		214,392.50

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>WATER REVENUES</u>					
006-000-401000	CASH ON HAND	.00	.00	180,000.00	180,000.00	.0
006-000-412000	INTEREST INCOME	394.80	1,210.52	2,500.00	1,289.48	48.4
006-000-422000	WATER RECEIPTS	20,203.27	65,971.93	215,000.00	149,028.07	30.7
006-000-427000	CONNECTION FEE	50.00	50.00	1,000.00	950.00	5.0
006-000-450000	TRANSFER FROM GENERAL FUND	.00	.00	10,000.00	10,000.00	.0
006-000-455000	BACKFLOW TESTING REVENUE	.00	1,242.50	2,500.00	1,257.50	49.7
	 TOTAL WATER REVENUES	 20,648.07	 68,474.95	 411,000.00	 342,525.05	 16.7
	 TOTAL FUND REVENUE	 20,648.07	 68,474.95	 411,000.00	 342,525.05	 16.7

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER EXPENDITURES</u>					
006-600-500110 RECORDER/TREASURER	1,535.37	4,828.29	20,000.00	15,171.71	24.1
006-600-500180 SUPERVISOR	.00	.00	20,000.00	20,000.00	.0
006-600-500190 ASSISTANT	3,332.60	9,896.10	38,000.00	28,103.90	26.0
006-600-500192 OVERTIME	267.40	869.06	5,000.00	4,130.94	17.4
006-600-504100 SOCIAL SECURITY/EMPLOYER	392.84	1,192.83	6,500.00	5,307.17	18.4
006-600-504300 HEALTH INSURANCE	1,199.38	3,243.38	25,000.00	21,756.62	13.0
006-600-504400 DENTAL INSURANCE	124.48	374.05	.00	(374.05)	.0
006-600-504500 LIFE INSURANCE	3.02	9.07	100.00	90.93	9.1
006-600-504600 LONG TERM DISABILITY INSURANCE	13.89	41.76	250.00	208.24	16.7
006-600-504700 UNEMPLOYMENT INSURANCE	35.96	130.06	1,000.00	869.94	13.0
006-600-504800 WORKER'S COMPENSATION	3.42	4,901.88	5,000.00	98.12	98.0
006-600-505000 PERS	1,816.37	5,457.89	32,000.00	26,542.11	17.1
006-600-600010 POSTAGE, SUPPLIES, ECT.	176.15	208.15	5,000.00	4,791.85	4.2
006-600-600020 AUDIT	.00	.00	6,500.00	6,500.00	.0
006-600-600030 INSURANCE & BONDING	.00	11,112.62	13,500.00	2,387.38	82.3
006-600-600070 TELEPHONE	51.71	197.34	2,000.00	1,802.66	9.9
006-600-600080 LEGAL	.00	.00	5,000.00	5,000.00	.0
006-600-600090 COMPUTER SUPPORT	.00	1,445.00	3,500.00	2,055.00	41.3
006-600-600180 UTILITIES	3,132.58	6,795.99	30,000.00	23,204.01	22.7
006-600-600230 MATERIALS/METERS	.00	25.57	5,000.00	4,974.43	.5
006-600-600240 HYDRANTS/PIPE	.00	.00	2,500.00	2,500.00	.0
006-600-600250 FITTINGS	.00	.00	2,500.00	2,500.00	.0
006-600-600260 VEHICLE EXPENSE	149.71	857.52	7,500.00	6,642.48	11.4
006-600-600265 EQUIPMENT MAINTENANCE	.00	.00	10,000.00	10,000.00	.0
006-600-600270 TOOLS & SUPPLIES	.00	36.38	2,500.00	2,463.62	1.5
006-600-600280 TRAINING/CERTIFICATION	.00	.00	2,500.00	2,500.00	.0
006-600-600290 CHLORINE	.00	.00	5,000.00	5,000.00	.0
006-600-600300 TESTING	3,627.00	3,977.00	7,500.00	3,523.00	53.0
006-600-600310 BUILDING MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
006-600-800880 TRANSFER TO EQUIPMENT RESERVE	.00	.00	20,000.00	20,000.00	.0
006-600-800900 CONTINGENCY	.00	.00	122,650.00	122,650.00	.0
 TOTAL WATER EXPENDITURES	 15,861.88	 55,599.94	 411,000.00	 355,400.06	 13.5
 TOTAL FUND EXPENDITURES	 15,861.88	 55,599.94	 411,000.00	 355,400.06	 13.5
 NET REVENUE OVER EXPENDITURES	 4,786.19	 12,875.01	 .00	 (12,875.01)	 .0

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

SEWER FUND

ASSETS

007-000-104000	CASH - COMBINED FUND	155,690.74	
007-000-105000	ACCOUNTS RECEIVABLE	207.00	
007-000-106000	ACCOUNTS RECEIVABLE - SEWER	20,917.76	
007-000-108000	PREPAID INSURANCE	2,216.03	
	TOTAL ASSETS		179,031.53

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
007-000-301000	FUND BALANCE	160,744.03	
	REVENUE OVER EXPENDITURES - YTD	18,287.50	
	BALANCE - CURRENT DATE	179,031.53	
	TOTAL FUND EQUITY		179,031.53
	TOTAL LIABILITIES AND EQUITY		179,031.53

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

SEWER FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>SEWER REVENUES</u>					
007-000-401000	CASH ON HAND	.00	.00	120,000.00	120,000.00	.0
007-000-412000	INTEREST INCOME	212.31	650.97	2,500.00	1,849.03	26.0
007-000-416000	FARMING REVENUE	.00	.00	5,000.00	5,000.00	.0
007-000-423000	SEWER RECEIPTS	18,968.39	56,764.42	225,000.00	168,235.58	25.2
007-000-424000	LATE CHARGE	71.79	202.82	750.00	547.18	27.0
007-000-425000	TRANSFER STATION RECEIPTS	1,967.00	5,647.52	18,000.00	12,352.48	31.4
007-000-427000	CONNECTION FEE	.00	.00	1,000.00	1,000.00	.0
007-000-428000	FARM PROGRAM	.00	.00	250.00	250.00	.0
	TOTAL SEWER REVENUES	21,219.49	63,265.73	372,500.00	309,234.27	17.0
	TOTAL FUND REVENUE	21,219.49	63,265.73	372,500.00	309,234.27	17.0

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SEWER EXPENDITURES</u>					
007-650-500110 RECORDER/TREASURER	1,544.25	4,861.64	20,000.00	15,138.36	24.3
007-650-500180 SUPERVISOR	.00	.00	20,000.00	20,000.00	.0
007-650-500190 ASSISTANT	3,332.61	9,896.12	38,000.00	28,103.88	26.0
007-650-500192 OVERTIME	.00	.00	3,000.00	3,000.00	.0
007-650-500193 TRANSFER STATION LABOR	588.75	1,555.25	6,000.00	4,444.75	25.9
007-650-504100 SOCIAL SECURITY/EMPLOYER	418.12	1,247.91	7,000.00	5,752.09	17.8
007-650-504300 HEALTH INSURANCE	1,158.43	3,111.09	25,000.00	21,888.91	12.4
007-650-504400 DENTAL INSURANCE	120.04	359.71	.00	359.71)	.0
007-650-504500 LIFE INSURANCE	2.92	8.75	100.00	91.25	8.8
007-650-504600 LONG TERM DISABILITY INSURANCE	13.25	39.69	300.00	260.31	13.2
007-650-504700 UNEMPLOYMENT INSURANCE	36.90	131.39	1,000.00	868.61	13.1
007-650-504800 WORKER'S COMPENSATION	3.70	2,268.58	2,500.00	231.42	90.7
007-650-505000 PERS	1,731.93	5,183.49	31,000.00	25,816.51	16.7
007-650-600010 POSTAGE, OFFICE SUPPLIES	202.33	202.33	5,000.00	4,797.67	4.1
007-650-600020 AUDIT	.00	.00	6,500.00	6,500.00	.0
007-650-600030 INSURANCE & BONDING	.00	11,112.61	13,500.00	2,387.39	82.3
007-650-600070 TELEPHONE	197.50	293.34	2,000.00	1,706.66	14.7
007-650-600080 LEGAL	.00	.00	6,000.00	6,000.00	.0
007-650-600090 COMPUTER SUPPORT	.00	1,445.00	3,000.00	1,555.00	48.2
007-650-600180 UTILITIES	710.51	1,740.97	15,000.00	13,259.03	11.6
007-650-600265 EQUIPMENT MAINTENANCE	.00	.00	10,000.00	10,000.00	.0
007-650-600270 TOOLS/SUPPLIES	17.49	32.48	2,500.00	2,467.52	1.3
007-650-600280 TRAINING/CERTIFICATION	.00	150.00	2,500.00	2,350.00	6.0
007-650-600290 CHLORINE	.00	.00	4,000.00	4,000.00	.0
007-650-600310 VEHICLE EXPENSE	149.69	877.64	7,500.00	6,622.36	11.7
007-650-600320 PERMITS AND FEES	.00	.00	2,500.00	2,500.00	.0
007-650-600510 LAGOON & CIRCLE MAINTENANCE	9.85	9.85	5,000.00	4,990.15	.2
007-650-600520 TRANSFER STATION	85.79	155.79	5,000.00	4,844.21	3.1
007-650-600530 TESTING	140.50	231.00	5,000.00	4,769.00	4.6
007-650-600540 BUILDING MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
007-650-600560 PIPE/FITTINGS	63.60	63.60	3,500.00	3,436.40	1.8
007-650-800700 TRANSFER TO WWIS	.00	.00	5,000.00	5,000.00	.0
007-650-800810 TRANSFER TO DEBT SERVICE	.00	.00	5,000.00	5,000.00	.0
007-650-800820 TRANSFER TO WW EQUIP RESERVE	.00	.00	5,000.00	5,000.00	.0
007-650-800880 TRANSFER TO EQUIPMENT RESERVE	.00	.00	10,000.00	10,000.00	.0
007-650-800900 CONTINGENCY	.00	.00	92,600.00	92,600.00	.0
TOTAL SEWER EXPENDITURES	10,528.16	44,978.23	372,500.00	327,521.77	12.1
TOTAL FUND EXPENDITURES	10,528.16	44,978.23	372,500.00	327,521.77	12.1
NET REVENUE OVER EXPENDITURES	10,691.33	18,287.50	.00	18,287.50)	.0

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

EQUIPMENT RESERVE FUND

ASSETS

008-000-104000	CASH - COMBINED FUND	436,622.36	
	TOTAL ASSETS		436,622.36

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
008-000-301000	FUND BALANCE	434,245.63	
	REVENUE OVER EXPENDITURES - YTD	2,376.73	
	BALANCE - CURRENT DATE	436,622.36	
	TOTAL FUND EQUITY		436,622.36
	TOTAL LIABILITIES AND EQUITY		436,622.36

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

EQUIPMENT RESERVE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>EQUIP RESERVE REVENUES</u>					
008-000-401000	CASH ON HAND	.00	.00	410,000.00	410,000.00	.0
008-000-412000	INTEREST INCOME	775.15	2,376.73	4,000.00	1,623.27	59.4
008-000-450000	TRANSFER FROM G.F.	.00	.00	20,000.00	20,000.00	.0
008-000-451000	TRANSER FROM WATER FUND	.00	.00	10,000.00	10,000.00	.0
008-000-452000	TRANSFER FROM SEWER FUND	.00	.00	10,000.00	10,000.00	.0
		<u>775.15</u>	<u>2,376.73</u>	<u>454,000.00</u>	<u>451,623.27</u>	<u>.5</u>
	TOTAL EQUIP RESERVE REVENUES					
		<u>775.15</u>	<u>2,376.73</u>	<u>454,000.00</u>	<u>451,623.27</u>	<u>.5</u>
	TOTAL FUND REVENUE					
		<u>775.15</u>	<u>2,376.73</u>	<u>454,000.00</u>	<u>451,623.27</u>	<u>.5</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

EQUIPMENT RESERVE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EQUIP RESERVE EXPENDITURES</u>					
008-700-700300 EQUIPMENT	.00	.00	7,500.00	7,500.00	.0
008-700-700350 EQUIPMENT-POLICE DEPT	.00	.00	5,000.00	5,000.00	.0
008-700-700400 PUBLIC WORKS PICKUP	.00	.00	20,000.00	20,000.00	.0
008-700-700410 PARK TRACTOR(5K)	.00	.00	5,000.00	5,000.00	.0
008-700-700440 GOLF COURSE EQUIPMENT	.00	.00	15,000.00	15,000.00	.0
008-700-700450 BACKHOE (60K)	.00	.00	75,000.00	75,000.00	.0
008-700-700460 GOLF COURSE MOWERS	.00	.00	15,000.00	15,000.00	.0
008-700-700500 FIRE TRUCK(200K)	.00	.00	200,000.00	200,000.00	.0
008-700-700600 TRACTOR-GOLF COURSE	.00	.00	30,000.00	30,000.00	.0
008-700-700800 POLICE VEHICLE(28K)	.00	.00	30,000.00	30,000.00	.0
008-700-700900 PUBLIC WORKS EQUIPMENT	.00	.00	51,500.00	51,500.00	.0
TOTAL EQUIP RESERVE EXPENDITURES	.00	.00	454,000.00	454,000.00	.0
TOTAL FUND EXPENDITURES	.00	.00	454,000.00	454,000.00	.0
NET REVENUE OVER EXPENDITURES	775.15	2,376.73	.00	(2,376.73)	.0

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

SEWER RESERVE FUND

ASSETS

010-000-104000	CASH - COMBINED FUND	333,506.43	
010-000-106000	ACCOUNTS RECEIVABLE - SWR RES	466.69	
	TOTAL ASSETS		333,973.12

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
010-000-301000	FUND BALANCE	330,757.11	
	REVENUE OVER EXPENDITURES - YTD	3,216.01	
	BALANCE - CURRENT DATE	333,973.12	
	TOTAL FUND EQUITY		333,973.12
	TOTAL LIABILITIES AND EQUITY		333,973.12

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

SEWER RESERVE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>SEWER RESERVE REVENUES</u>					
010-000-401000	CASH ON HAND	.00	.00	325,000.00	325,000.00	.0
010-000-412000	INTEREST INCOME	627.89	1,925.21	5,000.00	3,074.79	38.5
010-000-423000	SEWER RESERVE RECEIPTS	431.11	1,290.80	5,000.00	3,709.20	25.8
		<u>1,059.00</u>	<u>3,216.01</u>	<u>335,000.00</u>	<u>331,783.99</u>	<u>1.0</u>
	TOTAL SEWER RESERVE REVENUES					
		<u>1,059.00</u>	<u>3,216.01</u>	<u>335,000.00</u>	<u>331,783.99</u>	<u>1.0</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

SEWER RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SEWER RESERVE EXPENDITURES</u>					
010-900-700000	CAPITAL OUTLAY	.00	.00	335,000.00	335,000.00	.0
	TOTAL SEWER RESERVE EXPENDITURES	.00	.00	335,000.00	335,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	335,000.00	335,000.00	.0
	NET REVENUE OVER EXPENDITURES	1,059.00	3,216.01	.00	(3,216.01)	.0

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

WATER TRUST FUND

ASSETS

011-000-104000	CASH - COMBINED FUND	31,298.54	
	TOTAL ASSETS		31,298.54

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
011-000-301000	FUND BALANCE	29,648.24	
	REVENUE OVER EXPENDITURES - YTD	1,650.30	
	BALANCE - CURRENT DATE	31,298.54	
	TOTAL FUND EQUITY		31,298.54
	TOTAL LIABILITIES AND EQUITY		31,298.54

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER TRUST FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>WATER TRUST REVENUES</u>					
011-000-425000	DEPOSITS RECEIVED	<u>300.00</u>	<u>1,914.67</u>	<u>.00</u>	<u>(1,914.67)</u>	<u>.0</u>
	TOTAL WATER TRUST REVENUES	<u>300.00</u>	<u>1,914.67</u>	<u>.00</u>	<u>(1,914.67)</u>	<u>.0</u>
	TOTAL FUND REVENUE	<u>300.00</u>	<u>1,914.67</u>	<u>.00</u>	<u>(1,914.67)</u>	<u>.0</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER TRUST FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>WATER TRUST EXPENDITURES</u>					
011-910-600400	DEPOSIT REFUNDS	<u>73.20</u>	<u>264.37</u>	<u>.00</u>	<u>(264.37)</u>	<u>.0</u>
	TOTAL WATER TRUST EXPENDITURES	<u>73.20</u>	<u>264.37</u>	<u>.00</u>	<u>(264.37)</u>	<u>.0</u>
	TOTAL FUND EXPENDITURES	<u>73.20</u>	<u>264.37</u>	<u>.00</u>	<u>(264.37)</u>	<u>.0</u>
	NET REVENUE OVER EXPENDITURES	<u>226.80</u>	<u>1,650.30</u>	<u>.00</u>	<u>(1,650.30)</u>	<u>.0</u>

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

TRANSIENT ROOM TAX FUND

ASSETS

014-000-104000	CASH - COMBINED FUND	21,734.81	
014-000-106000	HOTEL TAXES RECEIVABLE	3,851.51	
	TOTAL ASSETS		25,586.32

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
014-000-301000	FUND BALANCE	21,965.87	
	REVENUE OVER EXPENDITURES - YTD	3,620.45	
	BALANCE - CURRENT DATE	25,586.32	
	TOTAL FUND EQUITY		25,586.32
	TOTAL LIABILITIES AND EQUITY		25,586.32

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

TRANSIENT ROOM TAX FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>TRANSIENT ROOM TAX REVENUES</u>					
014-000-401000	CASH ON HAND	.00	.00	25,000.00	25,000.00	.0
014-000-412000	INTEREST INCOME	31.62	96.95	250.00	153.05	38.8
014-000-420000	TAX RECEIPTS	.00	6,398.50	17,500.00	11,101.50	36.6
		<u>31.62</u>	<u>6,495.45</u>	<u>42,750.00</u>	<u>36,254.55</u>	<u>15.2</u>
	TOTAL TRANSIENT ROOM TAX REVENUES					
		<u>31.62</u>	<u>6,495.45</u>	<u>42,750.00</u>	<u>36,254.55</u>	<u>15.2</u>
	TOTAL FUND REVENUE					
		<u>31.62</u>	<u>6,495.45</u>	<u>42,750.00</u>	<u>36,254.55</u>	<u>15.2</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

TRANSIENT ROOM TAX FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>TRANSIET ROOM TAX EXPENDITURES</u>					
014-140-600010	TOURISM	300.00	2,875.00	42,750.00	39,875.00	6.7
	TOTAL TRANSIET ROOM TAX EXPENDITURES	300.00	2,875.00	42,750.00	39,875.00	6.7
	TOTAL FUND EXPENDITURES	300.00	2,875.00	42,750.00	39,875.00	6.7
	NET REVENUE OVER EXPENDITURES	(268.38)	3,620.45	.00	(3,620.45)	.0

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

WATER SYSTEM IMPROVEMENT FUND

ASSETS

020-000-104000	CASH - COMBINED FUND	1,269,127.45	
020-000-106000	ACCOUNTS RECEIVABLE	20,000.00	
020-000-108000	PREPAID EXPENSES	388.05	
	TOTAL ASSETS		1,289,515.50

LIABILITIES AND EQUITY

LIABILITIES

020-000-204000	DEFERRED REVENUE-GRANTS	505,591.51	
	TOTAL LIABILITIES		505,591.51

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
020-000-301000	FUND BALANCE	786,123.61	
	REVENUE OVER EXPENDITURES - YTD	(2,199.62)	
	BALANCE - CURRENT DATE	783,923.99	
	TOTAL FUND EQUITY		783,923.99
	TOTAL LIABILITIES AND EQUITY		1,289,515.50

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER SYSTEM IMPROVEMENT FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>WATER SYSTEM IMPROVE REVENUES</u>						
020-000-401000	CASH ON HAND	.00	.00	1,200,000.00	1,200,000.00	.0
020-000-412000	INTEREST	2,937.98	9,008.30	20,000.00	10,991.70	45.0
020-000-418000	OUTSIDE FUNDING - GRANT	.00	.00	10,000.00	10,000.00	.0
020-000-420000	OUTSIDE FUNDING - GILLIAM CO	.00	.00	5,000.00	5,000.00	.0
020-000-450000	TRANSFER FROM GENERAL FUND	.00	.00	21,000.00	21,000.00	.0
	TOTAL WATER SYSTEM IMPROVE REVENUES	<u>2,937.98</u>	<u>9,008.30</u>	<u>1,256,000.00</u>	<u>1,246,991.70</u>	<u>.7</u>
	TOTAL FUND REVENUE	<u>2,937.98</u>	<u>9,008.30</u>	<u>1,256,000.00</u>	<u>1,246,991.70</u>	<u>.7</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER SYSTEM IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER SYSTEM IMP EXPENDITURES</u>					
020-960-500110 PART-TIME LABOR	1,666.31	4,948.07	30,000.00	25,051.93	16.5
020-960-504100 SOCIAL SECURITY/EMPLOYER	127.49	378.60	2,500.00	2,121.40	15.1
020-960-504300 HEALTH INSURANCE	353.28	1,058.01	7,500.00	6,441.99	14.1
020-960-504400 DENTAL INSURANCE	33.77	101.11	.00	(101.11)	.0
020-960-504500 LIFE INSURANCE	.99	2.97	100.00	97.03	3.0
020-960-504600 LONG TERM DISABILITY INSURANCE	4.52	13.53	100.00	86.47	13.5
020-960-504700 UNEMPLOYMENT INSURANCE	14.99	44.53	500.00	455.47	8.9
020-960-504800 WORKERS COMPENSATION	1.12	3.29	500.00	496.71	.7
020-960-505000 PERS	585.35	1,737.28	11,500.00	9,762.72	15.1
020-960-600265 EQUIPMENT MAINTENANCE	.00	.00	10,000.00	10,000.00	.0
020-960-600270 TOOLS	.00	.00	10,000.00	10,000.00	.0
020-960-600600 FUEL	.00	.00	10,000.00	10,000.00	.0
020-960-600970 ADMIN/AUDIT/LEGAL/ENGINEERING	.00	.00	50,000.00	50,000.00	.0
020-960-700200 LINE EXTENSIONS	1,265.16	2,920.53	500,000.00	497,079.47	.6
020-960-700940 WELL PUMP, ELECT, PIPE	.00	.00	623,300.00	623,300.00	.0
TOTAL WATER SYSTEM IMP EXPENDITURES	4,052.98	11,207.92	1,256,000.00	1,244,792.08	.9
TOTAL FUND EXPENDITURES	4,052.98	11,207.92	1,256,000.00	1,244,792.08	.9
NET REVENUE OVER EXPENDITURES	(1,115.00)	(2,199.62)	.00	2,199.62	.0

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

WASTE WATER SYSTEM IMPROV FUND

ASSETS

030-000-104000	CASH - COMBINED FUND	379,310.68	
	TOTAL ASSETS		379,310.68

LIABILITIES AND EQUITY

LIABILITIES

030-000-291400	USDA RUS LOAN 12.28	.30	
	TOTAL LIABILITIES		.30

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
030-000-301000	FUND BALANCE	376,892.10	
	REVENUE OVER EXPENDITURES - YTD	2,418.28	
	BALANCE - CURRENT DATE	379,310.38	
	TOTAL FUND EQUITY		379,310.38
	TOTAL LIABILITIES AND EQUITY		379,310.68

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WASTE WATER SYSTEM IMPROV FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>WASTE WTR SYS IMPROVE REVENUES</u>					
030-000-401000	CASH ON HAND	.00	.00	375,000.00	375,000.00	.0
030-000-412000	INTEREST	788.70	2,418.28	7,500.00	5,081.72	32.2
030-000-455000	TRANSFER FROM SEWER FUND	.00	.00	5,000.00	5,000.00	.0
030-000-455100	TRANSFER FROM GENERAL FUND	.00	.00	1,000.00	1,000.00	.0
030-000-456000	OUTSIDE FUNDING SOURCE	.00	.00	10,000.00	10,000.00	.0
	<u>TOTAL WASTE WTR SYS IMPROVE REVENUES</u>	<u>788.70</u>	<u>2,418.28</u>	<u>398,500.00</u>	<u>396,081.72</u>	<u>.6</u>
	 <u>TOTAL FUND REVENUE</u>	 <u>788.70</u>	 <u>2,418.28</u>	 <u>398,500.00</u>	 <u>396,081.72</u>	 <u>.6</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WASTE WATER SYSTEM IMPROV FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WASTE WATER IMP EXPENDITURES</u>					
030-960-500110	PART-TIME LABOR	.00	.00	1,000.00	1,000.00	.0
030-960-504100	SOCIAL SECURITY/EMPLOYER	.00	.00	100.00	100.00	.0
030-960-504700	UNEMPLOYMENT INSURANCE	.00	.00	100.00	100.00	.0
030-960-504800	WORKERS COMPENSATION	.00	.00	100.00	100.00	.0
030-960-600200	MANHOLES/SEWER REPAIRS	.00	.00	64,500.00	64,500.00	.0
030-960-600970	ADMIN/LEGAL/ENGINEER	.00	.00	10,000.00	10,000.00	.0
030-960-700960	CONSTRUCTION-IMPROV PROJECT	.00	.00	299,689.00	299,689.00	.0
	TOTAL WASTE WATER IMP EXPENDITURES	.00	.00	375,489.00	375,489.00	.0
	<u>DEPARTMENT 980</u>					
030-980-500100	DEBT SERVICE-USDA PRINCIPAL	.00	.00	7,481.00	7,481.00	.0
030-980-500120	DEBT SERVICE-INTEREST DEC	.00	.00	15,530.00	15,530.00	.0
	TOTAL DEPARTMENT 980	.00	.00	23,011.00	23,011.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	398,500.00	398,500.00	.0
	NET REVENUE OVER EXPENDITURES	788.70	2,418.28	.00	(2,418.28)	.0

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

WATER EQUIPMENT RESERVE FUND

ASSETS

080-000-104000	CASH - COMBINED FUND	88,565.29	
	TOTAL ASSETS		88,565.29

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
080-000-301000	FUND BALANCE	88,160.86	
	REVENUE OVER EXPENDITURES - YTD	404.43	
	BALANCE - CURRENT DATE	88,565.29	
	TOTAL FUND EQUITY		88,565.29
	TOTAL LIABILITIES AND EQUITY		88,565.29

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER EQUIPMENT RESERVE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>WATER EQUP RESERVE REVENUES</u>					
080-000-401000	CASH ON HAND	.00	.00	90,000.00	90,000.00	.0
080-000-412000	INTEREST INCOME	131.90	404.43	1,500.00	1,095.57	27.0
080-000-451000	TRANSFER FROM WATER FUND	.00	.00	10,000.00	10,000.00	.0
	TOTAL WATER EQUP RESERVE REVENUES	<u>131.90</u>	<u>404.43</u>	<u>101,500.00</u>	<u>101,095.57</u>	<u>.4</u>
	TOTAL FUND REVENUE	<u>131.90</u>	<u>404.43</u>	<u>101,500.00</u>	<u>101,095.57</u>	<u>.4</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

WATER EQUIPMENT RESERVE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>WATER EQUIPMENT EXPENDITUR</u>					
080-700-700400	PUBLIC WORKS PICKUP	.00	.00	17,500.00	17,500.00	.0
080-700-700450	BACKHOE	.00	.00	44,000.00	44,000.00	.0
080-700-700460	SYSTEM EQUIPMENT	.00	.00	40,000.00	40,000.00	.0
	<u>TOTAL WATER EQUIPMENT EXPENDITUR</u>	<u>.00</u>	<u>.00</u>	<u>101,500.00</u>	<u>101,500.00</u>	<u>.0</u>
	<u>TOTAL FUND EXPENDITURES</u>	<u>.00</u>	<u>.00</u>	<u>101,500.00</u>	<u>101,500.00</u>	<u>.0</u>
	<u>NET REVENUE OVER EXPENDITURES</u>	<u>131.90</u>	<u>404.43</u>	<u>.00</u>	<u>(404.43)</u>	<u>.0</u>

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

SEWER EQUIPMENT RESERVE FUND

ASSETS

090-000-104000	CASH - COMBINED FUND	121,338.57	
	TOTAL ASSETS		121,338.57

LIABILITIES AND EQUITY

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
090-000-301000	FUND BALANCE	120,679.29	
	REVENUE OVER EXPENDITURES - YTD	659.28	
	BALANCE - CURRENT DATE	121,338.57	
	TOTAL FUND EQUITY		121,338.57
	TOTAL LIABILITIES AND EQUITY		121,338.57

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

SEWER EQUIPMENT RESERVE FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>SEWER EQUP RESERVE REVENUES</u>					
090-000-401000	CASH ON HAND	.00	.00	120,000.00	120,000.00	.0
090-000-412000	INTEREST INCOME	215.02	659.28	1,500.00	840.72	44.0
090-000-452000	TRANSFER FROM SEWER FUND	.00	.00	5,000.00	5,000.00	.0
	<u>TOTAL SEWER EQUP RESERVE REVENUES</u>	<u>215.02</u>	<u>659.28</u>	<u>126,500.00</u>	<u>125,840.72</u>	<u>.5</u>
	 <u>TOTAL FUND REVENUE</u>	 <u>215.02</u>	 <u>659.28</u>	 <u>126,500.00</u>	 <u>125,840.72</u>	 <u>.5</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

SEWER EQUIPMENT RESERVE FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>SEWER EQUIP RSRV EXPENDITURES</u>					
090-700-700400	PUBLIC WORKS PICKUP	.00	.00	20,000.00	20,000.00	.0
090-700-700450	BACKHOE	.00	.00	60,000.00	60,000.00	.0
090-700-700460	SYSTEM EQUIPMENT	.00	.00	46,500.00	46,500.00	.0
	TOTAL SEWER EQUIP RSRV EXPENDITURES	.00	.00	126,500.00	126,500.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	126,500.00	126,500.00	.0
	NET REVENUE OVER EXPENDITURES	215.02	659.28	.00	(659.28)	.0

CITY OF CONDON
BALANCE SHEET
SEPTEMBER 30, 2018

DEBT SERVICE - SEWER FUND

ASSETS

100-000-104000	CASH - COMBINED FUND	49,946.21	
100-000-105000	PROPERTY TAX RECEIVABLE	931.74	
	TOTAL ASSETS		50,877.95

LIABILITIES AND EQUITY

LIABILITIES

100-000-204000	DEFERRED REVENUE-PROPERTY TAX	931.74	
	TOTAL LIABILITIES		931.74

FUND EQUITY

	UNAPPROPRIATED FUND BALANCE:		
100-000-301000	FUND BALANCE	49,242.74	
	REVENUE OVER EXPENDITURES - YTD	703.47	
	BALANCE - CURRENT DATE	49,946.21	
	TOTAL FUND EQUITY		49,946.21
	TOTAL LIABILITIES AND EQUITY		50,877.95

CITY OF CONDON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

DEBT SERVICE - SEWER FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
	<u>DEBT SERVICE - SEWER REVENUES</u>					
100-000-401000	CASH ON HAND	.00	.00	45,000.00	45,000.00	.0
100-000-412000	INTEREST INCOME	161.64	328.07	500.00	171.93	65.6
100-000-415000	SEWER FUND TRANSFER	.00	.00	5,000.00	5,000.00	.0
100-000-425000	TAXES NECESSARY TO BALANCE	.00	28.44	26,000.00	25,971.56	.1
100-000-426000	PROPERTY TAXES PRIOR	326.51	346.96	500.00	153.04	69.4
		<u>488.15</u>	<u>703.47</u>	<u>77,000.00</u>	<u>76,296.53</u>	<u>.9</u>
	TOTAL DEBT SERVICE - SEWER REVENUES					
		<u>488.15</u>	<u>703.47</u>	<u>77,000.00</u>	<u>76,296.53</u>	<u>.9</u>
	TOTAL FUND REVENUE					
		<u>488.15</u>	<u>703.47</u>	<u>77,000.00</u>	<u>76,296.53</u>	<u>.9</u>

CITY OF CONDON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

DEBT SERVICE - SEWER FUND

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
	<u>DEBT SERVICE -SWR EXPENDITURES</u>					
100-980-500100	USDA #1 DEBT RESERVE	.00	.00	40,911.00	40,911.00	.0
100-980-500170	USDA PRINCIPAL 12/18/2004	.00	.00	14,974.00	14,974.00	.0
100-980-500180	USDA INTEREST 12/18/2004	.00	.00	21,115.00	21,115.00	.0
	<u>TOTAL DEBT SERVICE -SWR EXPENDITURES</u>	<u>.00</u>	<u>.00</u>	<u>77,000.00</u>	<u>77,000.00</u>	<u>.0</u>
	<u>TOTAL FUND EXPENDITURES</u>	<u>.00</u>	<u>.00</u>	<u>77,000.00</u>	<u>77,000.00</u>	<u>.0</u>
	<u>NET REVENUE OVER EXPENDITURES</u>	<u>488.15</u>	<u>703.47</u>	<u>.00</u>	<u>(703.47)</u>	<u>.0</u>

CITY OF CONDON
RESOLUTION NO. 2019-04
A RESOLUTION TO APPLY FOR A GRANT FROM THE OREGON
DEPARTMENT OF TRANSPORTATION FOR SAFE ROUTES TO
SCHOOL GRANT

WHEREAS the City of Condon proposes to apply for a grant from the Oregon Department of Transportation – Safe Routes to School 2018

WHEREAS, the purpose of the grant will be used to provide pedestrian and bicycle improvements that include sidewalks and curbs; and

WHEREAS, the grant will extend the safe routes to school and link with existing school sidewalks, plus allow safe pedestrian and bicycle traffic from on South Main Street and Gilliam Street connecting Commercial area to schools;

WHEREAS the total grant amount will not exceed \$400,000.

THEREFORE, BE IT RESOLVED the City of Condon approves the application process for an Oregon Department of Transportation Safe Routes to School grant for pedestrian and bicycle improvements.

Passed by the City Council and signed by the Mayor this 3rd day of October 2018

Jim Hassing, Mayor

Date: _____

Kathryn Greiner, City Administrator

Date: _____

October 1, 2018

Kathryn Greiner, City Administrator
City of Condon
P.O. Box 445
Condon, Oregon 97823

RE: Fairway Drive Housing Development - Design and Surveying Services

Dear Kathryn:

Anderson Perry & Associates, Inc., reviewed proposed layouts for the site development provided by the City planner for the proposed Fairway Drive Housing Development. For City review, we previously developed cost estimates for the various layouts showing that total project costs for the options being considered ranging from approximately \$900,000 to \$1.1 million, potentially creating between 21 and 28 lots on site. We also noted that off-site water and sewer system costs could be approximately \$450,000.

As requested, we are providing an estimate of fees for the design and surveying process associated with developing the property. The following is a summary of potential design and survey fees, plus a summarized fee of what it would cost to proceed with all aspects of design and surveying for the project.

Potential Task	Anticipated Fee	Accrued Fees for Tasks
1. Design off-site sewer improvements to provide sewer service to the site	\$20,000	\$20,000
2. Design the roads, sidewalks, water, sewer, and storm drain systems for the entire proposed development*	\$90,000 to \$100,000	\$110,000 to \$120,000
3. Design off-site water improvements in Cottonwood Street and the east side of the development**	\$23,000	\$133,000 to \$143,000
4. Provide subdivision preliminary and final platting	\$13,000 to \$15,000	\$146,000 to \$158,000
Potential reduced fee if all tasks were to be completed at one time		\$130,000 to \$140,000

* Based on the City-provided Option 1 development layout

** The City's 2017 Water System Master Plan recommended that the existing 8-inch water pipe in Cottonwood Street be upgraded to a 16-inch water pipe. A 12-inch pipe was also to be extended from Cottonwood Street to the existing 12-inch pipe to the south to enhance water delivery capacity to the community.

In the fee estimates presented above, efficiencies could be realized if certain tasks associated with the project are combined. For instance, if the on-site improvements are designed with the off-site sewer improvements, then surveying efforts could be merged, several design sheets from the improvement projects could be merged, and one set of Contract Documents and Technical Specifications could be developed to cover more aspects of the desired improvements. Considering this, we included a potential reduced fee if all tasks associated with the project design and surveying could be completed together. If the City would like us to proceed with only two or three of the tasks noted above, we could

Kathryn Greiner

October 1, 2018

Page -2-

also estimate a potential reduction in the fee associated with completing several but not all of the tasks noted above.

I should also note that these design and survey fee estimates are based on preliminary information included in City studies, reports, and a preliminary utility layout and cost estimate we developed for the project. During the design process, we will seek ways to design the proposed improvements to help reduce construction costs for the City.

We hope this information is useful to the City. Please contact me if you have any questions.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

By 
David W. Wildman, P.E.

DWW/jg

cc: File 977-70-00

\\\\lgsvr5\\Secretarial\\Clients\\Condon\\Community Facilities\\977-70 Fairway Drive Housing\\Correspondence\\Greiner-FairwayDriveHousing.doc

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;

Comment [A1]: Need clarification on this section. If all the city does is administer a grant the contracting rules don't apply?

- (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 – [REDACTED]
- (2) Personal services contracts, other than for design of public improvements – administrative officer.
- (3) Procurement and disposal of goods and services – administrative officer.

Comment [A2]: Does this need to have "the City of Condon's Engineer of Record?"

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.

Comment [A3]: There are several references to having the bid “sealed.” Is this necessary? Can it come as an email or fax?

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.

Comment [A4]: Sealed?

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.

Comment [A5]: Sealed?

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.

Comment [A6]: How is this determined?

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

Comment [A7]: Councilors?

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.

Comment [A8]: This went up to \$10,000, correct?

(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:

Comment [A9]: Can this apply to state-owned property too?

(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.

Comment [A10]: Should this be "City?"

(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.

Comment [A11]: \$10,000 minimum? Not that I am concerned that we will have concessions but want to keep consistent.

(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.

Comment [A12]: Councilors?

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

Comment [A13]: Newspapers of record?

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

LEASE AGREEMENT

Between
Condon School District 25J
and
The City of Condon

THIS LEASE is between Board of Education of the **Condon School District 25J** (“Lessor”) and **City of Condon**, a municipal corporation of the State of Oregon (“Lessee”).

RECITALS

- A. Lessor is the owner of real property and all buildings and improvements on the property described on Exhibit “A” attached hereto and incorporated herein (“Real Property”).
- B. The parties desire to enter into this Lease of the Real Property to allow Lessee to use the property to utilize the pool facilities and operate aquatic programs.
- C. **WHEREFORE**, the parties agree to enter into to this Lease for the Real Property according to the following terms and conditions:

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. **Term.**
 - a. **Initial Term.** This Lease shall commence on October 1, 2018. The term of this Lease shall be for a period of **1 (one)** year and shall terminate on September 30, 2019.
- 2. **Rent.** Lessee shall pay Lessor \$1.00 each year for use of the Real Property.
- 3. **Use of Premises.**
 - a. Lessee agrees that:
 - i. Lessee is leasing the Real Property for the purpose utilizing the pool facilities.
 - ii. Lessee shall not make any unlawful or offensive use of the Real Property and shall comply all relevant state and federal statutes, ordinances, rules, regulations and laws now in effect or hereafter enacted.
 - b. Lessor agrees that:
 - i. Lessor will not take any action which interferes with Lessee’s lawful use of the Real Property.
- 4. **Maintenance of the Real Property.** Lessee shall be responsible to maintain the Real Property in good condition and suitable for the purposes of this Lease as outlined herein.

5. **Lessor Covenant.** Lessor warrants and covenants that to best of Lessor's knowledge, there are no hazards, conditions or circumstances present upon the Real Property which impose any unreasonable risk of harm or injury to Lessee, Lessee's employees, or the public. Lessor further warrants and covenants that the Real Property is compliant with county, state and federal laws regarding pollution control and the use of hazardous materials and toxics in the land.
6. **Condition of Property at Lease Termination.** Upon expiration of the Lease term or earlier termination on account of default, Lessee shall deliver all keys to Lessor and surrender the Real Property in the same or better condition as at the beginning of the Lease Term, reasonable wear and tear, casualty loss and Lessor caused damage excepted, and broom clean.
7. **Fixtures and Improvements.** During the term of the Lease, Lessee may install trade fixtures, improvements and appropriate signs within or upon the Real Property, provided that they do not compromise the value or usefulness of the Real Property. Upon termination or expiration of the Lease, all trade fixtures, improvements and signs may be removed by Lessee, provided that such removal does not cause material harm or damage to the property, and Lessee pays costs and expenses associated with the removal and repair of the property made necessary thereby.
8. **Damage to Real Property.** If at any time during the term of this Lease, the Real Property becomes unusable for Lessee's purposes as established by this Lease at no fault of the Lessee, Lessee may terminate the Lease immediately by providing written notice to Lessor in accordance with Section 14.
9. **Subrogation.** Neither the lessor nor the lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvements of which the leased premises are a part or with which they are connected, or the contents leased any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the lessee that the rental reserved by this lease has been fixed in contemplation that each party shall fully provide his own

insurance protection at his own expense, and that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers shall not be entitled to subrogation under any circumstance against any party to this lease. Neither the lessor nor the lessee shall have any interest or claim in the other's insurance policy, or the proceeds thereof, unless specifically covered therein as a joint assured.

10. Property and Liability Insurance.

- a. Lessee will carry and maintain insurance against direct physical loss of all owned real property described on Exhibit "A" attached. Lessee shall be responsible for purchasing property insurance as Lessee sees fit to insure property not owned by the Lessor and at Lessee's own cost.
- b. Lessee shall carry liability insurance; such insurance shall provide \$2,500.000 in coverage per occurrence. Liability insurance shall include general casualty, bodily injury, personal injury and/or property damage. Liability insurance should include coverage for damages caused by a tort, personal injury or other wrongful acts.
- c. Lessee shall add the Condon School District as an Additional Insured onto such liability insurance policy and provide a certificate of insurance showing Condon School District, its officers, agents, employees, successors, assigns, and authorized representatives are listed as an Additional Insured.
- d. Lessor shall also maintain liability insurance in the amount of \$2,500,000.00 per occurrence to cover the Real Property. Lessor shall name Lessee as an additional insured on said policy. If Lessor has an existing policy covering the Real Property, Lessor shall add Lessee as an additional insured to the existing policy.

- 11. Indemnification** Subject to the limits in the Tort Claims Act, Lessee and Lessor agree to indemnify and hold each other harmless against any or all claims and demands arising from the negligence of Lessee, their agents, employees or assigns, as to the use of the premises, and shall at his own expense defend the other from any and all suits or actions awarded against Lessor or Lessee from the same.

12. Default.

- a. **By Lessee.** Default by Lessee shall consist of:
 - i. Failure to perform the responsibilities listed in Section 4 after Lessor provides written notification.

- ii. Use of the Real Property unlawfully or in conflict with the Lessee's proposed purposes established in this Lease.
 - iii. Failure to maintain the Real Property in accordance with Lease terms or interference with Lessee's purpose of use as described herein.
- b. **By Lessor.** Default by Lessor shall consist of a failure to maintain any covenant required by this agreement, following written notice by Lessee as provided below.
- c. **Notice of Default.** In the event of default by either party, the non-defaulting party shall furnish written notification to the allegedly defaulting party describing the conduct amounting to default and remedial action required to correct the default. If the defaulting party fails to respond to or correct the alleged default within thirty (30) days of receiving notice, the non-defaulting party shall be entitled to terminate this Lease with written notice to the other party.

13. Termination.

- a. **Termination by Lessor before end of term.** If Lessor intends to terminate this Lease before the end of the Lease term, it must provide **60** days written notice to Lessee in accordance with Section 14.
- b. **Termination by Lessee before end of term.** Lessee may terminate this Lease at any point with **60** days written notice to Lessor in accordance with Section 14.

14. Notice. In the event it is necessary for either party to provide notification to the other, the notice shall be provided in writing and shall be delivered in person, or mailed by certified or registered mail. Notices shall be effective upon personal receipt, or three (3) days after deposit with the U.S. Postal Service. Notices sent by mail must be addressed as follows:

Lessor: Condon School District

210 E Bayard St.

Condon, OR 97823

Lessee: City of Condon

P.O. Box 445

Condon, OR 97823

15. Fiscal.

- a. This Lease and Lessee's obligation is expressly conditioned upon Lessee being financed in its use, operation and maintenance of the property by Gilliam County. In the event such funds from Gilliam County become unavailable, Lessee reserves the right to immediately terminate this lease.

16. Quiet Enjoyment

- a. Lessor warrants that it is the owner of the premises and has the right to lease the premises free of all encumbrances. Lessor will defend Lessee's right to quiet enjoyment of the premises from the lawful claims of all persons during the lease term.

17. Severability Clause

- a. If any clause, sentence, or any other portion of this Agreement becomes illegal, null or void or any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. If any material portion of the Agreement becomes illegal, null or void so that the intent of the Agreement is frustrated, the parties agree to negotiate replacement provisions to fulfill the intent of the Agreement consistent with applicable law.

18. Attorney Fees and Court Costs

- a. In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay to the prevailing party such sum as the trial court may judge reasonable as attorney's fees. In the event the case or suit should be appealed, the losing party agrees to pay such further sum as to the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal. Lessee agrees to pay and discharge all Lessor's costs and expense, including Lessor's reasonable attorney's fees which shall arise from enforcing any provision or covenant of this lease even though no suit or action is instituted.

19. Signatures.

IN WITNESS of this Lease agreement, the parties provide their signatures as follows:

Signature, Authorized Representative
Condon School District 25J

Signature, Authorized Representative
City of Condon

Date

Date

City of Condon Veteran's Memorial Hall Acoustic Project 2018

The City of Condon put out a Request for Proposals (RFP) for the Veterans Memorial Hall for acoustic construction project August 16, 2018. The RFP was advertised in The Times-Journal and Daily Journal of Commerce with a deadline of Wednesday, September 19, 2018, 3 p.m. No responses were received, and no one submitted questions on the project showing that there was interest.

ORS 297C.335(2) sets out a process to exempt the project for the requirements of a typical public improvement project if the contracting agency (City of Condon) can make the following findings:

- **The exemption is unlikely to encourage favoritism.** After advertising for approximately one with no responses it is unlikely that we can show favoritism by approaching a local contractor to submit a bid on the project.
- **Awarding a public improvement under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency.** Advertising would cost approximately \$1,000 and we anticipate we would still not get any response, so it would save time and money to move forward with getting a bid.
- **The contracting board must determine the following:**
 - **How many persons are available to bid.** Due to the tight constructing market, it is difficult to find companies that will travel to Condon for a small project. There is a contractor within the area that has recently completed two rather large Commercial projects that would qualify him on this project.
 - **Construction budget and projected operating costs.** Architect estimates of the construction of this project is approximately \$50,000. Operating costs will remain the same.
 - **Public benefit that may result from granting this exemption.** The benefit of this exemption is to get the project done within the next 6-9 months and be made available prior to the spring and summer events that are usually held in the Veteran's Memorial Hall.
 - **Whether the public improvement involves new construction or renovates or remodels.** This is a remodel to improve the acoustics and the City of Condon anticipates more use of the building.

Based on these findings, the City of Condon declares that they are exempt from the city's approved Public Contracting Rules on the Veteran's Memorial Hall Acoustic Project.

Kathryn Greiner
City Administrator

Oregon State Contractor Program Collector Subcontractor Agreement

This Collector Subcontract Agreement (this “Agreement”) is between **City of Condon** (“Collector”) and the National Center for Electronics Recycling (“NCER”) and shall be dated as of the latest date stated in the signature provision below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties, intending to be bound, hereby agree as follows:

1. Background: NCER has been awarded a contract from the Oregon Department of Environmental Quality (“DEQ”), to implement and manage the State Contractor Program (“SCP”). In order to meet its contractual obligations to the State, NCER must subcontract with collectors who can provide collection services consistent with the requirements of the SCP, the statutes and regulations implementing the Oregon E-Cycles Program, and the terms and conditions of this Agreement. NCER and Collector desire to enter into this Agreement so that Collector can provide collection services to NCER in connection with NCER’s obligation to implement the SCP.

2. Definitions:

“Covered Electronic Device” (CED) means a whole:

- Computer monitor of any type having a viewable area greater than four inches measured diagonally;
- Desktop computer or portable computer;
- Television of any type having a viewable area greater than four inches measured diagonally;
- Computer peripheral (mouse, keyboard); or
- Desktop printer.

Computer monitors, desktop computers, and televisions are banned from landfill disposal and are referred to as “Banned CEDs.”

“Covered Entities” means:

- Residents and Households of Oregon
- Oregon 501c(3) Charities or Businesses employing 10 or fewer employees
- Any person dropping off seven (7) or fewer CEDs at one time

More details and definitions can be found online: https://www.oregonlegislature.gov/bills_laws/ors/ors459A.html

3. Responsibilities of NCER: NCER will pay Collector for whole CEDs pursuant to the terms stated in paragraph 11 below. NCER will provide all necessary data from shipments to the Collector. NCER will pay for all transportation and recycling of whole CEDs accepted from Covered Entities at the location(s) covered by this Agreement at no charge to Collector. NCER is not responsible for any device that does not meet the definition of CED above.

4. Responsibilities of the Collector and its Collection Location(s):

Collection Site: City of Condon

Address: 18342 Brown Lane, Condon, OR 97823

Winter Hours (November 1-March 31): Saturdays 10 a.m. to noon; Wednesdays 2-4 p.m.

Summer Hours (April 1- October 31): Saturdays 10 a.m. to noon; Wednesdays 4-6 p.m.

Primary Contact: Kathryn Greiner Phone: 541-384-2711 Email: administration@cityofcondon.com

Collector agrees to:

- Ensure compliance with all laws, regulations, procedures, and guidance, including, but not limited to:
 - DEQ Environmental Management Practices and Collection Standards. (link on final page)
 - SCP Collector Handbook (link on final page)
- Collect CEDs from Covered Entities at no charge.
- Sort CEDs into 5 different categories and place them on separate pallets or Gaylords+pallets: 1) Laptop/desktop computers, 2) Computer monitors, 3) TVs, 4) Printers, and 5) Keyboards and Mice (Computer peripherals)
- Prevent the disposal of any Banned CEDs in any landfill
- Prevent the incineration of any Banned CEDs.
- Provide staffing that ensures all incoming materials are screened for CEDs.
- Protect CEDs and other electronics from breakage and store CEDs and other electronics within a structure that protects devices from precipitation.
- Keep all CED storage areas clean and orderly, and clean spilled and broken CEDs immediately.
- Provide public information and ensure employees have been trained on relevant educational materials.
- Call the SCP if a covered entity has more than 7 items to approve the drop-off.
- Prepare and send all CEDs to one of the NCER’s authorized recyclers.
- Prevent scavenging through controlled access to the collection location(s) covered by this Agreement.
- Allow access by SCP and the DEQ for inspections to determine compliance any applicable laws, regulations, or policies.
- Contact SCP via phone or email for shipment authorization and Bill of Lading (“BOL”) preparation in order to schedule pickups.
- Obtain NCER approval prior to conducting reuse, collection events or premium services.
- Refrain from disassembling, dismantling, shredding, transforming, or remanufacturing CEDs. Any dismantling of computers, cord cutting or other removal of components may result in termination of this Agreement.

Collector is free to make separate arrangements for non-CEDs or electronics not listed above. This includes charging for collection services for non-covered electronics, contracting separately with recyclers to recycle these devices, and making independent transportation arrangements for non-covered electronics.

Oregon State Contractor Program Collector Subcontractor Agreement

5. Shipping: Collector will prepare CEDs for NCER's logistics partner ("Transporter") by sorting by CED type (laptop/desktop, monitor, television, mouse/keyboard, printer) and stacking them on pallets or Gaylord and pallet and securely shrink-wrapping the CEDs according to NCER's guidance documents, which NCER may amend and provide to Collector from time to time at NCER's discretion.

Collector shall request authorization for shipment by contacting the SCP (503-501-8471, cmated@electronicsrecycling.org) or through the SCP database. Collector shall provide information on the number of pallets, CED type, and estimated weight of each pallet. The SCP will provide a BOL for each shipment. The Collector shall arrange the shipment with the Transporter upon receiving the BOL.

The SCP contracted recycler will weigh each pallet shipped from Collector using a state-certified scale. The SCP will email the certified net weight of CEDs for each shipment to Collector. This weight is the basis for payment to Collector.

If NCER directs CED shipments to a different recycler during the duration of this Agreement, NCER will provide a thirty-day advance notice along with corresponding recycler preparation requirements.

If CEDs are not prepared in accordance with recycler requirements, Collector will receive a warning regarding CED preparation. Multiple infractions are subject to invoices from the contracted recycler, and may result in termination of the contract.

6. Reuse: Qualified collectors shall:

- Triage and screen CEDs appropriately for reuse or refurbishment.
- Inform Covered Entity that CEDs are screened for reuse or refurbishment.
- Follow Covered Entity's preference if they do not want their CEDs reused or refurbished.
- Report the weight or number of units diverted for reuse or refurbishment to NCER on a monthly basis.

7. Insurance: NCER may request documentation of Collector's insurance coverage at any time that this Agreement is in effect.

Suggested minimum insurance coverage for collection activities includes:

- Workers' compensation insurance in accordance with statutory limits and requirements;
- Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence; and

Suggested minimum insurance coverage for transportation activities include:

- Automobile liability insurance and trucker coverage in the amount of \$1,000,000.

8. Responsibility For Collected Materials: After Collector ships CEDs through a qualified Transporter, the SCP and its logistics and recycling subcontractors are responsible for managing those CEDs. Collector will not be responsible or held accountable for the CEDs after shipment.

9. Cooperation With Multiple Programs: Collector shall notify NCER prior to entering into any agreement to provide services to other approved electronics recycling programs. NCER reserves the right, in its sole discretion, to change the nature of its relationship with Collector by amending this Agreement unilaterally or any other agreement by providing thirty (30) days written notice to Collector. Collector understands that cooperation with multiple programs may change the nature of this Agreement or any other related agreements.

10. Terms of Agreement: The initial term of this Agreement will be from January 1, 2019 through midnight December 31, 2019. This Agreement will automatically renew annually, unless either party elects to terminate the Agreement at the end of the initial term by giving thirty (30) days written notice of its decision to terminate as provided in the TERMINATION section below.

11. Compensation: NCER will pay Collector for intact CEDs received and weighed by NCER's contracted recycler using a state-certified scale.

CED Type

- Desktop or portable computers: 18 cents per net lb.
- TVs, Monitors, Mice, and Keyboards: 5 cents per net lb.
- Printers: 8 cents per net lb.

Average pallet weight

- For shipments with an average pallet weight of at least 700 net lbs, Collector will receive an additional 1 cent per net lb.
- For shipments with an average pallet weight of less than 400 net lbs, Collector will not receive compensation.

NCER cannot and will not compensate Collector for non-CEDs. Non-CEDs are not to be included in shipments via NCER's logistics partner and/or contracted recycler. Any non-CEDs, CEDs deemed incomplete, or improperly sorted CEDs are subject to charge by NCER's contracted recycler if included in shipments of CEDs paid for by NCER.

Collector may be charged for the following materials, if included in NCER-approved shipments:

- Unsorted electronics waste (which may include individual CEDs)
- Improperly sorted CEDs
- Improperly packaged CEDs that require re-sorting by the logistics partner and/contracted recycler.
- Non-CEDs (which may include scraps of incomplete CEDs)

Since this will provide the basis for payment to Collector, no separate invoice to NCER is required. Payment will be sent to Collector within 60 days of shipment to NCER's logistics partner and/contracted recycler.

Oregon State Contractor Program Collector Subcontractor Agreement

12. Indemnification: By signing below, Collector agrees to defend, indemnify, and hold NCER and its employees, officers, directors, agents, affiliates, successors and assigns harmless from and against any claims, actions, damages, including attorney's fees, fines, or penalties asserted or levied against NCER that arise out of or are in any way related to this Agreement, including, but not limited to, the facilities for which Contractor is responsible under this Agreement, unless caused in whole or in part by NCER.

13. Termination: Either NCER or Collector may terminate this Agreement for any reason by giving at least thirty (30) days' written notice of termination to the non-terminating party. The notice of termination shall specify the date when this Agreement terminates. NCER shall have no responsibility to Collector for any services performed after the effective termination date stated in the notice of termination.

14. Notice: Any notice required to be given under the terms of this Agreement shall be deemed to have been received when either hand-delivered or when mailed via certified or registered mail to:

To: **NCER**
161 Studio Lane
Vienna, WV 26105

To: **City of Condon**
PO Box 445
Condon, OR 97823

15. Miscellaneous: If the event of any suit or civil action to enforce or interpret this Agreement, the prevailing party will be entitled to recover its attorney's fees (including, without limitation, paralegal's fees) and costs from the non-prevailing party at trial, in any proceeding in bankruptcy, and upon any appeal or review.

This Agreement encompasses all agreements between NCER and Collector and this Agreement can be modified only by written agreement. This Agreement is intended to be an integration of all prior negotiations and understandings. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and signed by the party against whom it is to be enforced.

The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe either the scope of this Agreement or the intent of any provision thereof.

Time is expressly made of the essence with respect to the performance by NCER and Collector of each and every obligation and condition of this Agreement.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon. The parties acknowledge and agree that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement.

Whenever required by the context of this agreement, the singular shall include the plural, the masculine shall include the feminine, and vice versa.

If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

Both parties consent to the terms and acknowledge that Collector and NCER are working as independent contractors, and are not to be construed as employees or agents of the other.

NCER

City of Condon

Jason Linnell
Executive Director

____/____/18

Jim Hassing
Mayor

____/____/18

By initialing here, I acknowledge that I have read and understood the
____ DEQ Environmental Management Practices and Collection Standards
<http://www.oregon.gov/deq/FilterDocs/ecyclesEnvManPractices.pdf>

____ Collector Handbook
<http://www.electronicsrecycling.org/Public/UserDocuments/2017%20OR%20Collector%20Handbook%20Final.pdf>

____ ***By initialing here, I acknowledge that Collector provides services to other approved electronics recycling programs.***

Please indicate the program(s) in the space provided _____

Fax your completed form to (866) 463-4988 or email it to Oregon@electronicsrecycling.org

2018 MSRS

September

	County	Arlington	Condon
Alarm	2	1	1
Medical	4	2	0
Assist Fire Dept.	6	1	2
Animal Problem	10	0	3
Assist Person	41	16	10
Assist Officer	9	2	3
Assist Outside Agency	13	5	3
Civil Matter	4	1	3
Disturbance	10	5	3
Juvenile	2	1	0
Suspicious Circumstances	13	6	4
Traffic Problem	16	3	0
Lost or Found Property	0	0	0
Traffic Stop (No Citation)	58	4	21
Civil Service	25	11	12
K9 Deployment	0	0	0
Security Check	4	0	3
Fingerprints	0	0	0
Impound Release	0	0	0
Training	8	0	0
Court/Court Security/Transport	4	1	2
All Other	52	9	27
TOTAL	281		
Arlington City Limits	68		
Condon City Limits	97		

TRAFFIC CITATIONS

I-84	48
Hwy. 19	12
Condon	7
Arlington	0
Hwy. 206	9
Hwy. 74	0
Cedar Springs Road	0
Blalock Road	0
Lonerock Road	0
Carter Hill Lane	0
TOTAL	76

INCIDENT REPORTS

County Total	23
City of Arlington	3
City of Condon	9

Other Citations

Possession of Less Than One Ounce	0
Minor in Possession of Alcohol	0



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

**CITY OF CONDON
WORK SESSION AGENDA
FINANCE COMMITTEE MEETING
Friday, September 14, 2018, 12:00 PM
CONDON CITY HALL**

1. Call the Meeting to Order

1.1. Fiber Committee Members - Mayor Jim Hassing, Councilors Michael Cronk & Tom Fatland

Mayor Hassing called the Finance Committee to order at 12:14 p.m.

Present: Mayor Jim Hassing, Councilors Cronk & Fatland; staff CA Greiner and PW Wilkins

2. Discussion Items

2.1. Public Contracting Rules

Briefly discussed the Public Contracting Rules that were presented. CA Greiner stated that they are more clear and summarized better than the previous approved in 2005. Councilor Fatland asked about the section of the Public Contracting Rules under "Grants" as it appeared that the rules did not apply. CA Greiner had several questions regarding if all the bids had to be "sealed" as stated in several sections. She stated that in the Memorial Hall RFP that went out she was accepting faxed and emailed bids. CA Greiner had several other questions regarding the rules and will send them to city attorney Wyatt Baum. She asked that the committee members go through the rules and get her their questions by next week so they can be clarified by the time that council packets are sent out.

CA Greiner said that she would look into the process of approving the rules but it appears that they would need to be done as an ordinance which would take two readings or reading by title only.

2.2. E-Cycle Contract

CA Greiner received two quotes on bids for the e-cycles - MRM and Oregon State Contractor Program (SCP). Both companies will pay for gaylords, pallets, shrink wrap and transportation to pick up the loads. The responsibility of the city's transfer station crew is to sort the items appropriately to not be charged for disposing of items that are not on the list to recycle. MRM rates are \$0.01/lb. for display devices (TVs & monitors), \$0.15/lb. for computers and \$0.01/lb. for printers, keyboards and mice. SCP rate are \$0.18/lb. for computers - desktop or portable, \$0.05/lb. for TVs, monitors, mice and keyboards and \$0.08/lb. for printers. CA Greiner will send out a message to the city managers and see if they have any issues with SCP, and if not they would be the logical choice to make a recommendation to the council to pick as the company to contract with in 2019.

3. Other

Other items discussed was the auditors scheduled for September 24-25 and the housing project.

4. Adjourn

Meeting was adjourned at 1 p.m.



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**CITY OF CONDON
WORK SESSION AGENDA
FIBER COMMITTEE MEETING
Tuesday, September 11, 2018, 4:00 PM
CONDON CITY HALL**

1. Call the Meeting to Order

Mayor Jim Hassing called the Fiber Committee meeting to order at 4:07 p.m.

1.1. Members: Mayor Jim Hassing, Councilors Jan Stinchfield & Donald Jamieson, Elizabeth Farrar, Rita Rattray & Dale Scobert

Present: Mayor Jim Hassing; Councilors Donald Jamieson & Jan Stinchfield; Community members Rita Rattray & Elizabeth Farrar

Staff: CA Kathryn Greiner & Consultant Adam Haas

2. Discuss City Fiber Project

2.1. Update on Inland Development Construction

Haas gave an update from Inland Development Corporation (Inland) on the city's fiber project saying that they expected to start construction October 1, 2018 and should be substantially complete by January 1, 2019. Inland is waiting on signatures of easements from Marc Pryor and the Jaegers, and has completed easements with Vince Hill and Justensens. This is portion of the build is from Pennington Road to Condon. Inland is also expected to begin their "drops" in Condon October 1, 2018. Councilor Jamieson asked if they earlier offer of a pair of fiber from Condon to Erskine in Sherman County was still an option, but was told by Haas that it was not included in the final agreement with Inland. Councilor Stinchfield added that it may need to be kept in mind after the project is over for redundancy purposes. Haas explained that Columbia Basin Electric Cooperative (CBEC) has been working with Inland to get their vaults in place and that the change order of the vaults will go through the city's contract with Inland. Haas stated that he will include the map of the vault locations and the cost into the IRU with CBEC.

2.2. Discuss End Point Solution - Condon

CA Greiner stated that CBEC General Manager Tom Wolff has said that they have fenced off the area for the south end point and are waiting for the city to install a culvert and gravel into the yard. Wolff also requested that Haas provide information on a communication shelter. It was noted that a separate agreement would need to be drafted between the City of Condon and CBEC for use and ownership of what is in the south end point area. The agreement would include that carriers have access to the end point at all times. Haas said that the building must have stand-by batteries, generator, transfer switch and security. Councilor Jamieson noted that the Fiber Committee and/or council needed to have a meeting with CBEC in the near future.

2.3. Discuss End Point Solution - Arlington

Haas noted that he and CA Greiner were going to the Arlington TV Cooperative meeting that evening to talk about placing the end point on their grounds in exchange for a shared generator. Discussion was that the communication shelter in Arlington must be neutral carrier class. When Haas talked to Lief Hansen at LSN, it was noted that there had to be an agreement in place that would not jeopardize the access to the carrier renting space at that location. Hansen will send a sample co-location agreement to Haas.

2.4. Discuss IRU with CBEC

CA Greiner explained that CBEC's draft Indefeasible Right of Use (IRU) has gone to the city's telecom attorney, Mark Trinchenco, with changes and notes, then reviewed again by her and Haas and will be sent back to Trinchenco for final review. Haas will add the fiber count, Non Recurring Cost (NRC) and Monthly Recurring Cost (MRC) to the IRU and once Trinchenco has reviewed it will be sent to Wolff at CBEC. It was agreed that a face-to-face meeting is necessary with CBEC to discuss co-locations, change orders and other items with CBEC and the city.



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2.5. Discuss Rates and Lease Agreements with Other Interested Parties

The committee agreed that it was important to provide rate sheets for the use of the dark fiber and for the use of the communication shelters at the end points. Haas will get samples of such agreements and work with industry personnel to determine the market rate. Haas indicated that there may be some "trading" that will go towards the rent of property or management for the end points. The committee discussed having rate cards for the dark fiber and the use of the communication shelters on both ends. Haas will work to get some samples of what the rates may be and to see what is going to be required at the shelters. Consensus was that these agreements for property and property use can be done without the telecom attorneys but to use the city's municipal attorney, Wyatt Baum. It was the consideration that the City of Condon may own the shelters but not the land that were they would be located and to have the attorney's make long term agreements to not jeopardize access for users.

The committee agreed that they would like to find a company that will manage operations of the fiber line and shelters that have expertise. Discussion was to tour some of the communication shelters that are "neutral carrier class." CA Greiner noted that the Gorge Broadband Consortium is meeting Friday, October 5 in The Dalles for whomever would like to attend and possibly contact Keith Mobley of Q-Life to tour facilities. It was also noted that Home Telephone has a facility in Condon that may be similar and ask for a tour.

3. Other

None

4. Adjourn

Adjourned at 4:55 p.m.



Connect to Regional Social Media

Link up to Travel Oregon and Eastern Oregon Visitor Association

WORKSHOP

October 15, 2018

Monday Morning, 10:30am – Noon

Gilliam County Public Library

134 S Main Street, Condon, OR

Take part in this insightful workshop on how to link your business, attraction, or events to Travel Oregon, Eastern Oregon Visitor Association or the John Day River Territory.

It's easier than you think and a great return on your marketing budget! This workshop is a great place for questions and answers!

The Focus of this Workshop:

- Travel Oregon Website and Social Media. How to get the right attention from Travel Oregon, Eastern Oregon Visitor Association and the John Day River Territory.
- Media stories. How to submit feature stories and images to Travel Oregon, EOVA, JDRT and other social media sites for posting.
- **What is Travel Oregon's database OTIS? What does it do for your local events, attractions and business?**
- Learn Instagram for Business (Come prepared with your smart phone & Instagram account).
- Learn best practices for building your Instagram following.

Workshop Presenters:

Elizabeth Farrar is a communications and marketing guru for Eastern Oregon Visitors Association; specializing in online communications, social media strategy, media relations, industry training, and content development for the organization. She is a native Eastern Oregonian from the little community of Condon. Before returning home to Eastern Oregon in 2010, Elizabeth spent nearly a decade as a senior communications advisor and strategist on Capitol Hill.