



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, November 7, 2018, 7:00 PM**

- 1. CALL REGULAR MEETING TO ORDER**
- 2. ROLL CALL**
- 3. ADDITIONS TO AGENDA**
- 4. PUBLIC COMMENT**
 - 4.1. The council may 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. Approve October 3 2018 Regular Council Meeting Minutes
 - 5.2. Accounts Payable October 10 & 17
 - 5.3. October Payroll Summary
 - 5.4. October VISA Statements
 - 5.5. ** Addition -- Approve of Payment to D.L. Edmondson, Inc. for Sidewalk Project
- 6. OLD BUSINESS**
 - 6.1. Discuss & Approve Fiber Agreement with CBEC
 - 6.2. Discuss Public Contracting Resolution & Public Hearing Process
 - 6.3. Memorial Hall Acoustic Project Update
 - 6.4. ** Addition -- Fiber Project Update
- 7. NEW BUSINESS**
 - 7.1. Discuss & Approve IGA with Gilliam County for Fiber Project Manager Services
 - 7.2. Discuss Municipal Court IGA
 - 7.3. Chamber of Commerce Request for Bench Funding
 - 7.4. ** Addition - Approve of New Hotel Condon LLC/Lori's Place for OLCC license
- 8. STAFF REPORTS**
 - 8.1. Public Works - Gibb Wilkins PW Superintendent
 - 8.2. Police - Gilliam County Sherriff Gary Bettencourt
 - 8.3. Administration - CA Kathryn Greiner



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9. COUNCIL INFORMATION

9.1. Solutions IT Proposal

10. NEXT REGULAR MEETING DATE

10.1. The next regular Condon City Council meeting will be Wednesday, December 5, 2018, 7 p.m. at City Hall.

11. ADJOURN REGULAR MEETING

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

Agenda prepared and distributed November 1, 2018



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City of Condon Regular Council Meeting Minutes Wednesday, October 3, 2018 7:00 PM

1. CALL REGULAR MEETING TO ORDER

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

2. ROLL CALL

Present: Mayor Jim Hassing, Councilor Boyd Harris, Councilor Carol Harrison, Councilor Jan Stinchfield and Councilor Donald Jamieson; Staff - City Administrator Kathryn Greiner, Public Works Superintendent Gibb Wilkins; Contractor Gilliam County Sheriff Gary Bettencourt.

3. ADDITIONS TO AGENDA

None

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.**

None

5. CONSENT AGENDA

5.1. Regular Council Minutes of September 5, 2018

Motion by Councilor Donald Jamieson to approve the September 5, 2018 regular city council minutes. The motion was seconded by Councilor Jan Stinchfield and approved unanimously.

5.2. Accounts Payable September 2018

Councilor Jamieson asked for the breakdown of the checks written as what was submitted was the check register. CA Greiner will make sure the next one shows the breakdown. He also asked about the check to the Oregon Ethics Commission which CA Greiner explained that it is a yearly fee for administration of the ethics reports. Councilor Boyd Harris asked about the backflow charges with PW Wilkins stating that people in and out of the city limits that have animals or other criteria must have a backflow and the city hires a person to do the work. Mayor Hassing asked what the payment was to Jamieson & Marshall for over \$9,000. PW Wilkins said that they were for (Variable Frequency Drives (VFD) at the golf course pumps that would electronically communicate to each other when to turn on and off. CA Greiner stated that the VFDs and the installation were covered by a grant from Gilliam County. Councilor Jamieson said that the equipment will have the pumps turn on electronically and not manually.

5.3. VISA Statements

Councilor Harris asked about the Home Depot charge on the VISA which was explained to be the shelters for the new VFDs.



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5.4. Financial Statements Period Ending September 30, 2018

CA Greiner noted that the financial statements will be in the council packets quarterly.

6. OLD BUSINESS

6.1. Update on ODOT Safe Route to School Grant - Resolution 2019-04- A Resolution to Apply for A Grant from the Oregon Department of Transportation for Safe Routes to School Grant

CA Greiner noted that she is working on the Safe Routes to School Grant and presented a resolution to apply for the grant. She noted that there were approximately 140 letters of intent for this grant and it is highly competitive and the grant funds are allocated statewide not by region. Although, CA Greiner is not overly optimistic regarding the outcome due to the statewide competition, the grant is slated to go for at least three more years and it may be selected in the next funding cycle. Councilor Stinchfield pointed out a typo in the resolution which CA Greiner will correct **A motion by Councilor Stinchfield to approve Resolution 2019-04 - A Resolution to Apply for a Grant from the Oregon Department of Transportation for Safe Routes to School Grant. The motion was seconded by Councilor Jamieson and approved unanimously.**

6.2. Housing Project Update

Councilors received design and surveying estimates of the Fairway Drive Housing Development from Dave Wildman, Anderson, Perry and Associates. The quote was broken out into four tasks - 1) design the off-site sewer improvements to provide sewer service to the site - \$20,000; 2) design the roads, sidewalks, water, sewer, and storm drain systems for the entire proposed development - \$90,000-100,000; 3) design off-site water improvements in Cottonwood Street and the east side of the development - \$23,000; and 4) provide subdivision preliminary and final platting - \$13,000-\$15,000. Wildman pointed out in his letter that if all done together there would be some reduction in the over costs by \$16,000-18,000. Councilor Jamieson stated that the first priority was getting the water and sewer to the development so if a private developer takes on the project they can design the lots. Councilor Stinchfield agreed and stated that the cost savings were not substantial enough to warrant going over the budget. **A motion was made by Councilor Jamieson to approve #1 and # 3 of the design services. The motion was seconded by Council Stinchfield and approved unanimously.**

7. NEW BUSINESS

7.1. Discuss and Approve Bid for Summit & Spring Sidewalk Project

City of Condon received one bid on the Summit and Spring Street sidewalk project from D.L. Edmondson, Inc of Summerville for a base bid of \$143,500 and additive alternative of \$6,600 for a total of \$150,100. Wildman submitted a letter with the information stating that the engineer estimate was \$124,900 and the council's options could be to accept the bid or to reject it and go out for bids again in 2019. PW Wilkins recommended that the base bid be accepted to get the project completed as we are seeing limited number of contractors in this area.. The additive alternative is for a portion of the sidewalk near the retaining wall on Spring Street and will not be completed if the property owners do not replace the wall. CA Greiner stated that there are two sidewalk projects in the budget and believes that although this was more money than anticipated, the larger project will not be completed in this fiscal year and will have funds to complete. If the other project does move faster than anticipated a supplemental budget will have to be done in the spring. Councilor Jamieson declared a conflict of interest since the project on Summit Street is adjacent to his building.. **A motion by Councilor Stinchfield to accept the D.L. Edmondson, Inc. base bid of \$143,500 for the Summit and Spring Street sidewalk project. The motion was seconded by Councilor Carol Harrison and approved unanimously.**

7.2. Discuss Draft Public Contracting Rules

CA Greiner stated that two of the members of the Finance Committee were absent and recommended discussing at the November council meeting. Mayor Hassing tabled this agenda item.

7.3. Discuss & Approve Agreement with Columbia Basin Electric Cooperative for Lease of Dark Fiber

CA Greiner stated that the agreement with Columbia Basin Electric Cooperative has not been finalized that there is nothing to discuss. Mayor Hassing tabled the discussion until the November council meeting.



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7.4. Discuss Condon Community Pool Lease with Condon School District

The council received a copy of the one-year lease from Condon School District for the community swimming pool with no changes. **A motion by Councilor Jamieson to approve the swimming pool lease with Condon School District. The motion was seconded by Councilor Harris and approved unanimously.**

7.5. Discuss Memorial Hall Project

CA Greiner stated that the city did not receive any bids for the Memorial Hall renovation but Public Contract Rules allow the city to exempt the project from the rules under certain rules. She had prepared a findings report following the public contracting rule exemptions which were reviewed by City Attorney Wyatt Baum. If the findings are approved by the Council, it gives the city the ability to get a bid for the project from a qualified contractor. **A motion was made by Councilor Stinchfield to approve the findings as presented and exempt the Condon Memorial Hall project from public contracting rules. The motion was seconded by Councilor Harris and approved unanimously.**

7.6. Approve E-Cycle Contract with Oregon State Contracting Program

Finance Committee members reviewed two companies to do the e-cycle contract and recommended to the council Oregon State Contractor Program. An agreement was included in the packet. Both companies were the same other than the prices they offered for recycled materials. **A motion was made by Councilor Stinchfield to approved Oregon State Contractor Program to recycle the electronics for the city. The motion was seconded by Councilor Harrison and approved unanimous**

8. STAFF REPORTS

8.1. Public Works Superintendent Gibb Wilkins

PW Wilkins reported that 7 million gallons were pumped in September which is in line with seasonal average. The crew has closed out the Spring Street project with paving on Main Street and have done other patching with the cold mix as needed. The Jefferson Street project has still not been completed but they are still making progress and hope to wrap it up in the next month. PW Wilkins noted that Park Attendant Brad Shannon has accepted another job, and will finish off the season with current staff or substitute. He noted that as they were reading meters, portions of the sidewalks in some locations have been removed and not replaced. PW Wilkins suggested that the council review the sidewalk ordinance to update for such occurrences. The VFDs have been installed at the golf course and they are waiting on further training of the equipment.

8.2. City Administrator Kathryn Greiner

CA Greiner reported that the audit has been completed with no issues and that the computer problems have continued to persist and cause issues in City Hall. She has cancelled the Fiber Committee's meeting for the next day and is trying to reschedule for the following week. She handed out the report of the transfer station review by DEQ which noted attendant Chuck Wise is doing a great job. She praised Wise for his work and also Sandra Myers at the recycling depot which was not inspected.

8.3. Gilliam County Sheriff Gary Bettencourt

Gilliam County Sheriff Bettencourt reported that they have a new nuisance case on Cottonwood and that the Potter Street case went to court and they are to remove the vehicles, but has seen no activity at this time. His staff is working on a complaint on North Lincoln Street of junk and other materials and is cleaning up abandoned vehicle case on North Oregon Street. CA Greiner added that John Reser's contempt appeal was successful at the circuit court level this week and his attorney has filed a tort claim against the city. She anticipates that they will receive a lawsuit from Reser's time he spent in jail, and this will be handled by CIS and Wyatt Baum. Reser has still not cleaned his lot according to the court order. Mayor Hassing asked about the street light that was taken down and Sheriff Bettencourt stated that he followed the hay truck driver and gave him a ticket for failure to report an accident. If the insurance pays for the light pole and installation costs, the ticket will be dismissed. Councilor Harris asked about a dispute of residents on North Main Street regarding dogs and cameras being posted and Sheriff Bettencourt said that one neighbor got a ticket for barking dogs and the other neighbor a ticket for attempted invasion of privacy.



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9. COUNCIL INFORMATION

9.1. Finance Committee Minutes

9.2. Fiber Committee Meeting

9.3. Social Media Training Flyer

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

Meeting was adjourned at 7:46 p.m.

Jim Hassing, Mayor

Date _____

ATTEST: _____
Kathryn Greiner City Administrator

Date _____

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ACCUITY, LLC							
759	ACCUITY, LLC	5241	2018 Audit Payment	10/01/2018	4,000.00	.00	
759	ACCUITY, LLC	5241	2018 Audit Payment	10/01/2018	3,000.00	.00	
759	ACCUITY, LLC	5241	2018 Audit Payment	10/01/2018	3,000.00	.00	
Total ACCUITY, LLC:					10,000.00	.00	
ARAMARK UNIFORM SERVICES							
115	ARAMARK UNIFORM SERVICES	SEPT 2018	Janitorial	09/30/2018	220.00	.00	
Total ARAMARK UNIFORM SERVICES:					220.00	.00	
AT&T MOBILITY							
599	AT&T MOBILITY	SEPT 2018	PW Cell Phone	09/06/2018	33.20	.00	
599	AT&T MOBILITY	SEPT 2018	PW Cell Phone	09/06/2018	33.21	.00	
Total AT&T MOBILITY:					66.41	.00	
BAUM SMITH LLC							
831	BAUM SMITH LLC	22669	Reser & Shaw Legal	09/20/2018	367.50	.00	
831	BAUM SMITH LLC	22669	Fiber Legal	09/20/2018	225.00	.00	
831	BAUM SMITH LLC	22670	Reser & Shaw Legal	09/20/2018	400.00	.00	
Total BAUM SMITH LLC:					992.50	.00	
BENNETT'S POINT S TIRE & AUTO							
859	BENNETT'S POINT S TIRE & AU	1033032	Water Improvement Project	09/17/2018	22.00	.00	
859	BENNETT'S POINT S TIRE & AU	1033090	Administration travel	09/19/2018	72.00	.00	
Total BENNETT'S POINT S TIRE & AUTO:					94.00	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	53226	Copier Charge	09/26/2018	7.73	.00	
Total BOHN'S PRINTING:					7.73	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	034118	E coli Coliform Testing	09/15/2018	35.00	.00	
151	BOX R WATER ANALYSIS LAB	33370	Radium	07/26/2018	368.00	.00	
151	BOX R WATER ANALYSIS LAB	34113	Biochemical Oxygen	09/15/2018	90.50	.00	
Total BOX R WATER ANALYSIS LAB:					493.50	.00	
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	City Hall	09/25/2018	95.74	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	GC Pump	09/25/2018	165.10	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	Park	09/25/2018	104.90	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	Memorial hall	09/25/2018	49.60	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	Ward Street Shop	09/25/2018	28.60	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	GC Clubhouse	09/25/2018	35.16	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	Sewer Plant Pivot	09/25/2018	185.79	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	Disposal Plant	09/25/2018	249.14	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	GC Water	09/25/2018	211.87	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	City Farm	09/25/2018	2,463.30	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	Street Lights	09/25/2018	1,444.25	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	Reservoir	09/25/2018	31.06	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	GC Well	09/25/2018	106.07	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	Swimming Pool	09/25/2018	474.17	.00	
169	COLUMBIA BASIN ELECTRIC	SEPT 2018	Libraryt	09/25/2018	246.96	.00	
Total COLUMBIA BASIN ELECTRIC:					5,891.71	.00	
COUNTRY FLOWERS							
204	COUNTRY FLOWERS	SEPT 2018	Meeting Expense	09/30/2018	33.75	.00	
Total COUNTRY FLOWERS:					33.75	.00	
DAVIS WRIGHT TREMAINE LLP							
882	DAVIS WRIGHT TREMAINE LLP	6578136	Fiber Project	09/13/2018	3,960.00	.00	
Total DAVIS WRIGHT TREMAINE LLP:					3,960.00	.00	
DEPT. OF ENVIRON. QUALITY							
222	DEPT. OF ENVIRON. QUALITY	WQ19DOM-08	Water Quality Permit	10/01/2018	1,353.00	.00	
Total DEPT. OF ENVIRON. QUALITY:					1,353.00	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	SEPT 2018	Water Impr Fuel	09/30/2018	517.97	.00	
Total DEVIN OIL COMPANY:					517.97	.00	
DUNNINGTON, RICHARD							
1049	DUNNINGTON, RICHARD	OCT 2018	Dunnington Ref dep 1071.02	10/10/2018	150.00	.00	
Total DUNNINGTON, RICHARD:					150.00	.00	
EAST OREGONIAN							
242	EAST OREGONIAN	42617	Summit & Spring Sidewalk bid	09/20/2018	330.86	.00	
Total EAST OREGONIAN:					330.86	.00	
ELIZABETH A. FARRAR							
783	ELIZABETH A. FARRAR	358	Website	09/30/2018	50.00	.00	
Total ELIZABETH A. FARRAR:					50.00	.00	
FERGUSON ENTERPRISES							
254	FERGUSON ENTERPRISES	0700659	Water Improvement	09/26/2018	146.83	.00	
254	FERGUSON ENTERPRISES	0700663	Water Improvement	09/27/2018	19.58	.00	
Total FERGUSON ENTERPRISES:					166.41	.00	
FERNANDES, JOE							
771	FERNANDES, JOE	47	Admin Computer repair	09/29/2018	250.00	.00	
771	FERNANDES, JOE	47	Admin Computer repair	09/29/2018	200.00	.00	
771	FERNANDES, JOE	47	Admin Computer repair	09/29/2018	200.00	.00	
771	FERNANDES, JOE	48	Computer Repair	10/09/2018	60.00	.00	
771	FERNANDES, JOE	48	Computer Repair	10/09/2018	70.00	.00	
771	FERNANDES, JOE	48	Computer Repair	10/09/2018	70.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FERNANDES, JOE:					850.00	.00	
GREINER, KATHRYN							
347	GREINER, KATHRYN	SEPT & OCT 2	Administrative Travel	10/09/2018	117.72	.00	
Total GREINER, KATHRYN:					117.72	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	SEPT 2018	Water Improvement	09/30/2018	203.15	.00	
304	HATTENHAUER DIST.	SEPT 2018	Golf	09/30/2018	120.74	.00	
304	HATTENHAUER DIST.	SEPT 2018	Park Fuel	09/30/2018	43.29	.00	
Total HATTENHAUER DIST.:					367.18	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	SEPT 2018	Administration	10/01/2018	221.68	.00	
766	HOME TELEPHONE COMPANY	SEPT 2018	Water	10/01/2018	78.20	.00	
766	HOME TELEPHONE COMPANY	SEPT 2018	Sewer	10/01/2018	130.34	.00	
766	HOME TELEPHONE COMPANY	SEPT 2018	Pool	10/01/2018	46.96	.00	
Total HOME TELEPHONE COMPANY:					477.18	.00	
JAMIESON & MARSHALL							
328	JAMIESON & MARSHALL	SEPT 2018	Golf Course Repair	09/27/2018	21.30	.00	
Total JAMIESON & MARSHALL:					21.30	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	SEPT 2018	Golf Repair	09/29/2018	67.47	.00	
371	M & A AUTO PARTS	SEPT 2018	Golf Repair	09/29/2018	9.48	.00	
371	M & A AUTO PARTS	SEPT 2018	Park	09/29/2018	11.96	.00	
371	M & A AUTO PARTS	SEPT 2018	Water	09/29/2018	2.27	.00	
371	M & A AUTO PARTS	SEPT 2018	Sewer	09/29/2018	11.44	.00	
371	M & A AUTO PARTS	SEPT 2018	Water Improvement	09/29/2018	144.39	.00	
371	M & A AUTO PARTS	SEPT 2018	Sewer	09/29/2018	30.00	.00	
Total M & A AUTO PARTS:					277.01	.00	
MORROW COUNTY GRAIN GROW.							
377	MORROW COUNTY GRAIN GRO	SEPT 2018	Pool Propane	09/30/2018	444.64	.00	
Total MORROW COUNTY GRAIN GROW.:					444.64	.00	
MUNSEN PAVING LLC							
679	MUNSEN PAVING LLC	323596	Summit Street paving	09/30/2018	482.82	.00	
Total MUNSEN PAVING LLC:					482.82	.00	
PEMBERTON, PATRICIA							
1051	PEMBERTON, PATRICIA	OCT 2018	Dep Ref 3470.03 313 N Oregon	10/10/2018	136.81	.00	
Total PEMBERTON, PATRICIA:					136.81	.00	
SMITH, CHAD							
1050	SMITH, CHAD	OCT 2018	Dep Ref 3423.02 515 S. Church	10/10/2018	27.32	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SMITH, CHAD:					27.32	.00	
SNIPES MTN. SAND							
513	SNIPES MTN. SAND	OCT 2018	GC Sand	10/01/2018	240.00	.00	
Total SNIPES MTN. SAND:					240.00	.00	
THE TIMES-JOURNAL							
540	THE TIMES-JOURNAL	SEPT 2018	election	09/30/2018	32.50	.00	
540	THE TIMES-JOURNAL	SEPT 2018	Transfer station Burn Pile	09/30/2018	90.00	.00	
540	THE TIMES-JOURNAL	SEPT 2018	Summit & SpringStreet bids	09/30/2018	240.00	.00	
Total THE TIMES-JOURNAL:					362.50	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	SEPT 2018	Shop Supplies	09/25/2018	26.78	.00	
548	TWO BOYS MEAT & GROCERY	SEPT 2018	Park	09/25/2018	10.28	.00	
548	TWO BOYS MEAT & GROCERY	SEPT 2018	Janitorial	09/25/2018	3.98	.00	
548	TWO BOYS MEAT & GROCERY	SEPT 2018	Meeting Expense	09/25/2018	55.11	.00	
Total TWO BOYS MEAT & GROCERY:					96.15	.00	
VISA							
559	VISA	6910- SEPT 20	Park Supplies	09/21/2018	165.33	.00	
559	VISA	8577-SEPT 20	Golf Repairs	09/21/2018	561.36	.00	
559	VISA	8577-SEPT 20	Water Improvement	09/21/2018	45.64	.00	
559	VISA	8577-SEPT 20	Vehicle	09/21/2018	20.00	.00	
559	VISA	8577-SEPT 20	Vehicle	09/21/2018	20.00	.00	
Total VISA:					812.33	.00	
Grand Totals:					29,040.80	.00	

Dated: _____

Mayor: _____

City Administrator: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ANDERSON, PERRY, & ASSOC.							
112	ANDERSON, PERRY, & ASSOC.	65233	Sidewalk Summit Main to East	10/08/2018	9,800.00	9,800.00	10/17/2018
112	ANDERSON, PERRY, & ASSOC.	65234	Housing Project	10/08/2018	2,041.25	2,041.25	10/17/2018
Total ANDERSON, PERRY, & ASSOC.:					11,841.25	11,841.25	
CONVERGE COMMUNICATIONS INC							
870	CONVERGE COMMUNICATIONS	20574	Fiber Consulting	10/12/2018	4,350.00	4,350.00	10/17/2018
Total CONVERGE COMMUNICATIONS INC:					4,350.00	4,350.00	
DAVIS WRIGHT TREMAINE LLP							
882	DAVIS WRIGHT TREMAINE LLP	6584744	Fiber Project	10/10/2018	3,135.00	3,135.00	10/17/2018
Total DAVIS WRIGHT TREMAINE LLP:					3,135.00	3,135.00	
DONOHUE, PAT							
1052	DONOHUE, PAT	OCT 2018	Dep Ref 4630.03 315 S Potter	10/05/2018	134.96	134.96	10/17/2018
Total DONOHUE, PAT:					134.96	134.96	
FERNANDES, JOE							
771	FERNANDES, JOE	49	Networking/Computer Repair	10/17/2018	100.00	100.00	10/17/2018
771	FERNANDES, JOE	49	Networking/Computer Repair	10/17/2018	125.00	125.00	10/17/2018
771	FERNANDES, JOE	49	Networking/Computer Repair	10/17/2018	125.00	125.00	10/17/2018
Total FERNANDES, JOE:					350.00	350.00	
LORI'S PLACE							
893	LORI'S PLACE	SEPT. 2018	LOC Lunch 9-20-18	10/10/2018	160.00	160.00	10/17/2018
Total LORI'S PLACE:					160.00	160.00	
LRS ARCHITECTS							
862	LRS ARCHITECTS	12777	Memorial Hall Acoustic	09/25/2018	460.07	460.07	10/17/2018
Total LRS ARCHITECTS:					460.07	460.07	
OFFICE DEPOT							
427	OFFICE DEPOT	212241017001	Office Supplies	10/03/2018	68.31	68.31	10/17/2018
427	OFFICE DEPOT	212241017001	Office Supplies	10/03/2018	68.31	68.31	10/17/2018
427	OFFICE DEPOT	212241017001	Office Supplies	10/03/2018	68.31	68.31	10/17/2018
Total OFFICE DEPOT:					204.93	204.93	
TENNESON ENGINEERING							
533	TENNESON ENGINEERING	18-478	Planning Consultant	10/12/2018	714.00	714.00	10/17/2018
Total TENNESON ENGINEERING:					714.00	714.00	
THE POOL AND SPA HOUSE							
649	THE POOL AND SPA HOUSE	597477-1	Pool Chemicals & Supplies	10/06/2018	392.93	392.93	10/17/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total THE POOL AND SPA HOUSE:					392.93	392.93	
THE ROUND-UP GRILL, LLC							
635	THE ROUND-UP GRILL, LLC	OCT 2018	Dep Ref 2267.03 207 S Main	10/17/2018	7.88	7.88	10/17/2018
Total THE ROUND-UP GRILL, LLC:					7.88	7.88	
Grand Totals:					21,751.02	21,751.02	

Dated: _____

Mayor: _____

City Administrator: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

OCT - 2 2018

Account Summary

Billing Cycle		09/21/18
Days In Billing Cycle		30
Previous Balance		\$288.49
Purchases	+	165.33
Cash	+	0.00
Special	+	\$0.00
Balance Transfers	+	\$0.00
Credits	-	\$0.00
Payments	-	\$288.49
Other Charges	+	\$0.00
Finance Charges	+	0.00

NEW BALANCE

\$165.33

P10

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$9,808.00
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

\$165.33

MINIMUM PAYMENT

\$165.33

PAYMENT DUE DATE

10/16/18

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.

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
09/11/18	09/12/18	6010	1 8255121860000070	PAYMENT - THANK YOU	\$288.49 -
09/13/18	09/14/18	5942	24692168256100012856909	AMZN Mktp US	\$31.90 ✓
				Amzn.com/bill WA	
09/13/18	09/14/18	5942	24692168256100036839238	AMZN Mktp US	\$107.45
				Amzn.com/bill WA	
09/20/18	09/21/18	5942	24692168263100072516881	AMZN Mktp US*MT64N5N01	\$25.98 ✓
				Amzn.com/bill WA	

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



Additional Information About Your Account

Interest Charge Calculation/Plan Level Information						
Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) ²	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	\$ 0.00	1.3200%	15.84%	\$ 0.00	
CASH	F	\$ 0.00	1.3200%	15.84%	\$ 0.00	
FEES/INTEREST CHARGE					\$ 0.00	
TOTAL				0.00%	\$ 0.00	\$ 165.33

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.

² Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

(V) = Variable Rate. If you have a variable rate account the periodic rate and **Annual Percentage Rate (APR)** may vary.



OCT - 2 2018

G150
020-960-700200
W260
S310
561.30
45.64
20.00
20.00

Account Summary

Billing Cycle	09/21/18
Days In Billing Cycle	30
Previous Balance	\$1,309.72
Purchases	+ 647.00
Cash	+ 0.00
Special	+ \$0.00
Balance Transfers	+ \$0.00
Credits	- \$0.00
Payments	- \$1,309.72
Other Charges	+ \$0.00
Finance Charges	+ 0.00

NEW BALANCE \$647.00

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$9,353.00
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!

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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 **\$647.00**

MINIMUM PAYMENT **\$647.00**

PAYMENT DUE DATE **10/16/18**

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.

G150
W260
S310
545.10
20.00
20.00

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
08/24/18	08/26/18	5211	24910168237008957552021	TUM A LUM LUMBER CO THE DALLES OR	\$376.42
08/24/18	08/26/18	4812	24493988237821994281099	AT&T SP36 6326 THE DALLES OR	\$40.00
08/24/18	08/26/18	5200	24610438237010184452728	THE HOME DEPOT #4026 THE DALLES OR	\$165.52
08/24/18	08/26/18	5200	24610438237010184452330	THE HOME DEPOT #4026 THE DALLES OR	\$3.16

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

Account Number: ##### 8577
Closing Date: 09/21/18
Credit Limit: \$10,000.00 Available Credit: \$9,353.00

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1146

Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
08/24/18	08/26/18	5074	24435658236839661175171	FERGUSON ENT #3148 THE DALLES OR	<i>G/150</i> \$16.26
08/31/18	09/02/18	5251	24692168243100900841134	NOR*NORTHERN TOOL 800-222-5381 MN	<i>6 20-9 10-70020</i> \$45.64
09/11/18	09/12/18	6010	1 8255121860000080	PAYMENT - THANK YOU	\$1,309.72 -

Additional Information About Your Account

Interest Charge Calculation/Plan Level Information

Plan Description	ICM ¹	Balance Subject to Interest Rate	Periodic Rate	Annual Percentage Rate (APR) ²	Interest Charge	Ending Balance
CURRENT						
PURCHASES	G	\$ 0.00	1.3200%	15.84%	\$ 0.00	
CASH	F	\$ 0.00	1.3200%	15.84%	\$ 0.00	
FEES/INTEREST CHARGE					\$ 0.00	
TOTAL				0.00%	\$ 0.00	\$ 647.00

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.

² Your Annual Percentage Rate (APR) is the annual interest rate on your account.

(V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

PRELIMINARY

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 1 - FINAL

To Owner: City of Condon, Oregon

From Contractor: D.L. Edmondson, Inc.

Project: W. Spring and E. Summit Streets Improvements - 2018

Application Period: October 15, 2018 through November 7, 2018

Application Date: November 7, 2018

Date of Substantial Completion		Date Ready for Final Payment	
Original:	<u>November 30, 2018</u>	Original:	<u>December 7, 2018</u>
Revised:	<u></u>	Revised:	<u></u>
On Schedule:	Yes XX No	On Schedule:	Yes XX No

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS	\$0.00	

Note:

This is provided as a preliminary estimate of project quantities and associated costs. For budgeting purposes, a contingency has been added for Council approval. Field quantities will be verified November 8, 2018.

Current Contract Price

1. Original Contract Price	\$	150,100.00
2. Net Change by Change Orders	\$	-
3. Current Contract Price (1 plus 2)	\$	150,100.00

Application For Payment

1. Total Work Completed and Stored to Date (see attached)	\$	150,100.00
2. Retainage Withheld (5%)	\$	-
3. Retainage Paid		
4. Sales Tax (if Applicable)		
5. Less Previous Applications for Payments		
6. AMOUNT ANTICIPATED WITH THIS APPLICATION	\$	150,100.00
7. Budget Contingency (7%)	\$	10,000.00
8. POTENTIAL PAYMENT AMOUNT FOR COUNCIL APPROVAL	\$	160,100.00

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Contract referred to above have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Lien, security interest, or encumbrance); (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective; (4) Record Drawings and required job photos are up-to-date, accurate, and complete for Work performed; and (5) certified payroll forms are current and account for all applicable personnel.

Dated: _____

Contractor: **D.L. Edmondson, Inc.**

By: _____

The "Amount Due this Application" is shown on page 1.

Recommended by Engineer

Anderson Perry & Associates, Inc.

Dated: _____

By: _____

Approved by Owner

City of Condon, Oregon

Dated: _____

By: _____

Title: _____

PRELIMINARY

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 1 - FINAL
CITY OF CONDON, OREGON
W. SPRING AND E. SUMMIT STREETS IMPROVEMENTS - 2018**

Page 3 of 4

Bid Item No.	Description	BID PRICES			PREVIOUS		THIS PERIOD (Calculated)		TOTAL TO DATE (Basis of Payment)	
		Qty.	Unit	Unit Price	Qty.	Amount	Qty.	Amount	Qty.	Amount
1	Mobilization/Demobilization (10%)	1	LS	\$14,200.00			100%	\$14,200.00	100%	\$14,200.00
2	Temporary Protection and Direction of Traffic/Project Safety	1	LS	\$8,000.00			100%	\$8,000.00	100%	\$8,000.00
3	Sawcutting	300	LF	\$5.00			300	\$1,500.00	300	\$1,500.00
4	W. Spring Street Demolition	1	LS	\$15,000.00			100%	\$15,000.00	100%	\$15,000.00
5	E. Summit Street Demolition	1	LS	\$15,000.00			100%	\$15,000.00	100%	\$15,000.00
6	Asphalt Concrete Pavement	110	SY	\$100.00			110	\$11,000.00	110	\$11,000.00
7	Concrete Curb	350	LF	\$25.00			350	\$8,750.00	350	\$8,750.00
8	Concrete Sidewalk	395	SY	\$90.00			395	\$35,550.00	395	\$35,550.00
9	Concrete ADA Ramps	poses, a	EA	\$4,000.00			3	\$12,000.00	3	\$12,000.00
10	Concrete Driveway/Door Approach	110	SY	\$100.00			110	\$11,000.00	110	\$11,000.00
11	Gravel Surface Restoration	300	SY	\$30.00			300	\$9,000.00	300	\$9,000.00
12	Roof Drain	1	LS	\$500.00			100%	\$500.00	100%	\$500.00
13	Valley Gutter	20	SY	\$100.00			20	\$2,000.00	20	\$2,000.00
ADDITIVE ALTERNATIVE - W. Spring Street Sidewalk										
14	Concrete Sidewalk	55	SY	\$120.00			55	\$6,600.00	55	\$6,600.00
Total Bid Items									\$150,100.00	

PRELIMINARY

Page 4 of 4

Change Orders:		PREVIOUS		THIS PERIOD		TOTAL TO DATE	
		Qty.	Amount	Qty.	Amount	Qty.	Amount
Total All Change Orders			\$ 0.00		\$ 0.00		\$ 0.00
Materials Stored to Date:							
Total Materials Stored to Date						\$	0.00
TOTAL WORK COMPLETED AND MATERIALS STORED TO DATE						\$	150,100.00
Percent of Contract Price Completed to Date 100%							

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

Kathryn Greiner

From: Adam Haas <AdamHaas@convergecomm.com>
Sent: Wednesday, November 7, 2018 5:30 PM
To: administration (administration@cityofcondon.com)
Subject: First Fiber Project Update

Kathryn,

On November 6th, 2018, I conducted the first site visit in my role as City/County project manager for the Condon to Arlington fiber build. Today, as a follow up to the site visit, I also spoke with Blake Lawrence of Windwave to clarify a few points from the site visit.

Below, please find highlights of my site visit and subsequent conversation with Blake:

1. I noted the storage of 24 reels of conduit that are being stored along Pennington road. Together, these reels represent 180,000 feet on conduit.
2. I also observed what appeared to be Zayo's conduits just north of Gwendolyn on an adjacent road perpendicular to Hwy 19. I also noted a rock saw trenching machine owned by Robinson Brothers which appears to be dedicated to the Zayo project.
3. Windwave has a project staging site along Highway 19 between Condon and Gwendolyn. Equipment owned by Windwave is stationed there along with some fiber reels and 15 vaults.
4. I visited the job site south of Gwendolyn and introduced myself to Jeff Burgener, owner of Cougar Excavation, a sub-contractor to Windwave. He stated that they have buried 5,000 feet of conduit to date. He explained that they pre-rip the trench with a Caterpillar D8T Crawler Tractor, and then use another Cat D8T with a plow chute to actually bury the conduits (6 at a time).
5. Jeff said that getting the project underway had taken a little longer than expected in terms of positioning equipment and materials but that it was now going according to plan.
6. We discussed how he ensures that the conduits are buried to the appropriate depth and I was satisfied with his response. During my next site visit, I will observe conduit being buried.
7. In my subsequent discussion with Blake, he made the following statements:
 - All project materials have been received, including vaults, conduit, fiber cable, etc.
 - He expects the project to be completed sometime in February 8. Blake and I discussed milestone payments and I encouraged him to submit documentation on materials so that I could process the first milestone payment report. He agreed to do so as soon as possible.
9. I informed Blake that I am serving as Project Manager for both the City and County and he was pleased to hear that.

[cid:image001.gif@01CCCB3.52424100]

Adam Haas

Principal

Converge Communications

10425 SW Hawthorne Lane

Portland, OR 97225

Tel: 503-206-7154

Cell: 503-997-5584

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www.convergecomm.com<<http://www.convergecomm.com>>

INTERGOVERNMENTAL AGREEMENT

Between Gilliam County, Oregon and the City of Condon, Oregon
for sharing Arlington to Condon Fiber Project Manager Services and Costs

DATE: _____, 2018.

PARTIES: Gilliam County, a political subdivision of the State of Oregon (“County”)
P.O. Box 427
Condon, OR 97823

City of Condon, an Oregon municipal corporation (“City”)
P.O. Box 455
Condon, OR 97823

RECITALS

WHEREAS, the above named parties have the authority under ORS 190.010 to enter into intergovernmental agreements for the performance of functions and activities by each party;

WHEREAS, the parties have facilitated the development of an underground fiber optic telecommunications link between Arlington, Oregon and Condon, Oregon (the “Project”);

WHEREAS, the parties both desire to have Converge Communications, Inc., (“Converge”) perform duties as project manager;

WHEREAS, the parties recognize that the specified project manager services are necessary and desirable;

WHEREAS, City currently has a contract for personal services with Converge to perform general consulting services, which encompasses the more specific duties of project manager;

WHEREAS, specific duties to be performed as project manager services are specifically set forth in those certain *Indefeasible Rights to Use, Fiber Order No. 001*, executed between Inland Development Corporation and each of the parties, effective April 12, 2018 (each a “Fiber Order” and collectively “Fiber Orders”); and

WHEREAS, the parties wish to split the costs associated with the Scope of Work equally and ensure work is performed without redundancy.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements of the parties, the parties agree as follows:

Section 1. County Responsibilities:

- A. Within 30 days of receipt of a monthly invoice from Converge to City for project manager services performed by Converge in the prior month on behalf of City and County in connection with the Scope of Work set forth in Exhibit A hereto, County shall remit to City, FIFTY PERCENT (50%) of the amount billed for those project manager services specified in the attached Exhibit “A”, which is attached hereto and thereby incorporated in full herein. The hourly rates for Converge consultant(s) shall not exceed the amounts set forth in Exhibit “A”, and in no event shall total payments for project manager services exceed \$10,000.00 total.

Section 2. City Responsibilities:

- A. Oversee the performance of project manager services by Converge.
- B. It is anticipated that Converge will provide monthly invoices to City for all project manager services work performed for both City and County. City shall provide such monthly invoices to County within 20 days of receipt from Converge for all invoices showing Converge’s work as project manager and for which City demands reimbursement.
- C. Provide County with any progress status reports provided by Converge to City within five (5) days of receipt of such reports.

Section 3. Effective Date, Term. This Agreement becomes effective upon signing, and shall remain in effect until Converge delivers a Final Project Completion Report to each party pursuant to the terms of each party’s specific Fiber Order. This Agreement may be terminated by mutual assent of both parties, or unilaterally by either party upon thirty (30) days prior written notice of termination given by a party choosing to terminate the Agreement.

Section 4. No employee/employer relationship: The parties agree that this Agreement does not create an employee/employer relationship between the parties. No party is responsible to any other party for any federal or state taxes applicable to any compensation or payments made under this Agreement. Any services provided pursuant to this Agreement are not eligible for any Federal Social Security, unemployment insurance, or workers’ compensation benefits from any one party to any other party to this Agreement.

Section 5. Liability and Indemnification: Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney’s fees and costs) arising from the performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

Section 6. Insurance: Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. This Agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Section 7. Compliance with Laws: Each party agrees to comply with all local, State and Federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

Section 8. Attorney Fees: In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

Section 9. Final Agreement; Modification: This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. Although this Agreement may be changed by subsequent review, amendment, or modification, such changes must be in writing and signed by both parties' duly authorized representatives.

Section 10. No Third Party Beneficiaries: This Agreement shall not create any rights or benefits to parties other than City and County.

Section 11. Counterparts: This Agreement may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

CITY OF CONDON:

By: Jim Hassing
Mayor

GILLIAM COUNTY:

By: Steve Shaffer
Gilliam County Judge

EXHIBIT “A”

1. **Definitions.** Initially capitalized terms have the meanings ascribed to them in this Section 1, unless the context in which such term is used clearly indicates otherwise

“Inland” means Inland Development Corporation, an Oregon nonprofit corporation.

“Fiber Orders” means, collectively, (i) Fiber Order No. 001 (Arlington – Condon) between County and Inland effective April 12, 2018, and all exhibits thereto and agreements associated therewith, and (ii) Fiber Order No. 001 (Arlington – Condon) between City and Inland effective on or about April 12, 2018, and all exhibits thereto and agreements associated therewith.

“Non-Recurring Charge” or “NRC” means that component of the IRU Fee set forth in the Fiber Orders specified as a non-recurring charge subject to payment terms set forth in such Fiber Orders.

“Project Milestone” shall mean individually those certain events set forth in Exhibit B to the Fiber Orders.

2. **Project Manager Services:**

1. Process Inland requests for payment of NRC costs in accordance with the terms and conditions set forth in the Fiber Orders, specifically including but not limited to Sections 5 and 6 of Exhibit A.
2. Monitor and verify Inland’s actual progress in achieving Project Milestones.
3. Provide status reports regarding Inland’s progress at the beginning of each calendar quarter and/or within five (5) business days of receipt of City’s request for such a report.
4. Development and delivery of reports regarding individual project milestone completion and satisfaction in response to Inland requests for payment. If Converge determines one or more conditions of a specific project milestone have not been met, it shall describe deficiencies in detail and follow other requirements set forth in the Fiber Orders. Each project milestone report shall contain a professional recommendation to each party as to whether to disburse to Inland all or a portion of the requested NRC funds based upon the extent to which conditions for such Project Milestone have been met.
5. Conduct up to four (4) site visits to inspect construction of Project. This may include interviews of key Project personnel to ensure Inland is in compliance with contractual obligations.
6. Provide a Final Project Completion Report certifying that the Project has met the acceptance requirements necessary for the Project to be deemed complete.

3. **Approved Hourly Rates:**

Principal: \$150.00 per hour

Research Analyst: \$60.00 per hour

INTERGOVERNMENTAL AGREEMENT

Between Gilliam County, Oregon and the City of Condon, Oregon
for the delegation of the City's Municipal Court duties and functions to the County

DATE: _____, 2018.

PARTIES: Gilliam County, a political subdivision of the State of Oregon ("County")

P.O. Box 427

Condon, OR 97823

City of Condon, an Oregon municipal corporation ("City")

P.O. Box 455

Condon, OR 97823

RECITALS

WHEREAS, the above named parties have the authority under ORS 190.010 to enter into intergovernmental agreements for the performance of functions and activities by each party; and

WHEREAS, Pursuant to ORS 51.035, the City desires to delegate to the County's Justice of the Peace Court for the Condon District all judicial jurisdiction, authority, powers, function and duties of the Municipal Court of the City and the judges thereof with respect to all or any violations of the charter or ordinances of the city; and

WHEREAS, The County desires to allow the City to delegate its Municipal Court jurisdiction judicial jurisdiction, authority, powers, functions and duties of the municipal court of the city and the judges thereof with respect to all or any violations of the charter or ordinances of the city;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements of the parties, the parties agree as follows:

Section 1. Delegation of Authority:

- A. ORS 51.035, the City hereby delegates to the County's Justice of the Peace Court for the Condon District all judicial jurisdiction, authority, powers, function and duties of the Municipal Court of the City and the judges thereof, with respect to all or any violations of the Charter or Ordinances of the City and the City agrees that the said Justice of the Peace Court shall exercise all of the said powers, functions, and duties of its Municipal Court as provided for hereafter

Section 2. County Responsibilities:

- A. The County agrees to accept the City's delegation to the County's Justice of the Peace Court for the Condon District of all jurisdiction, authority, powers, function, and duties of the City's Municipal Court and the judges thereof, with respect to all or any violations of the Charter or Ordinances of the City, and the County agree that its said Justice of the Peace Court shall exercise all of the said powers, functions, and duties of the City's Municipal Court as provided for hereafter.
- B. The County shall bear all expenses associated with the exercise by its Justice of the Peace Court of the powers, functions and duties of the City's Municipal Court.

Section 3. Effective Date, Term. This Agreement becomes effective upon signing, and shall remain in effect indefinitely and continuously hereafter until this agreement is terminated by written notice delivered by the City to the County. .

Section 4. No employee/employer relationship: The parties agree that this Agreement does not create an employee/employer relationship between the parties. No party is responsible to any other party for any federal or state taxes applicable to any compensation or payments made under this Agreement. Any services provided pursuant to this Agreement are not eligible for any Federal Social Security, unemployment insurance, or workers' compensation benefits from any one party to any other party to this Agreement.

Section 5. Fines and Costs: The County shall have the right to and shall retain one hundred percent (100%) of all fines and costs received by its Justice of the Peace Court as a result of the assumption of that Court of the powers, function, and duties of the City's Municipal Court except for fines and costs associated with abatement of nuisances, in which case the fees and costs shall be split between the City and the County with forty percent (40%) going to the City and sixty percent (60%) going to the County. The Court may further aware the City Costs in addition to any fines imposed on defendants. In such case, the City shall submit a cost bill for its actual costs of enforcement.

Section 6. Liability and Indemnification: Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

Section 7. Insurance: Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability as specified in ORS 30.270. This Agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

Section 8. Compliance with Laws: Each party agrees to comply with all local, State and Federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

Section 9. Attorney Fees: In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

Section 10. Final Agreement; Modification: This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. Although this Agreement may be changed by subsequent review, amendment, or modification, such changes must be in writing and signed by both parties' duly authorized representatives.

Section 11. No Third Party Beneficiaries: This Agreement shall not create any rights or benefits to parties other than City and County.

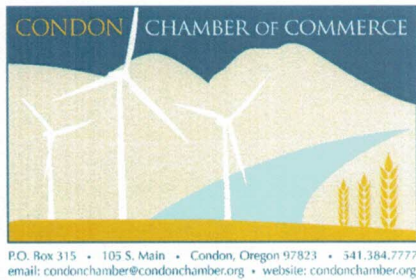
Section 12. Counterparts: This Agreement may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

CITY OF CONDON:

By: Jim Hassing
Mayor

GILLIAM COUNTY:

By: Steve Shaffer
Gilliam County Judge

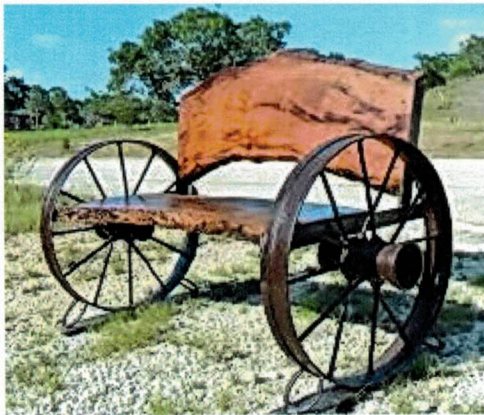


October 17, 2018

Dear City of Condon Historic Main Street Committee,

It was brought to our attention the need to repair or replace the cement benches located on our beautiful Historic Main Street. It was decided that there are six benches in total that need to be replaced. We would like to submit for review to your committee the two bench designs Members of the Condon Chamber of Commerce have selected to replace the existing structures.

We would like to propose an element/wheel bench to be placed at the Condon Mini Park constructed with steel (not wood). The wheels have been donated by Dave Burres.



The other 5 benches will have a more universal feel to them and will tie in with our Historic Main Street as well as promote art, history and our area heritage. Tailgates will be sought out and attained from local farmers and families who have tailgates on hand.



We have contracted the work to be done by local contractor Kent Anderson. The estimate given for the bench project is \$1,000 per bench, the cost to build the benches also includes powder coating to help withstand natural elements, total project cost estimated to be \$6,000.00.

We would like the City of Condon to consider funding half the Historic Main Street Bench rehabilitation project. Please let me know if you have any questions or if you would like any additional information. We look forward to helping with the wonderful community enhancement project.

A handwritten signature in cursive script, reading "K'Lynn Lane". The signature is written in dark ink and is positioned above the printed name and title.

K'Lynn Lane

Condon Chamber of Commerce

Executive Director



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION - Reused

LICENSE FEE: Do not include the license fee with the application (the license fee will be collected at a later time). APPLICATION: Application is being made for: ☐ Brewery ☐ Brewery-Public House ☐ Distillery ☒ Full On-Premises, Commercial ☐ Full On-Premises, Caterer ☐ Full On-Premises, Passenger Carrier ☐ Full On-Premises, Other Public Location ☐ Full On-Premises, Nonprofit Private Club ☐ Full On-Premises, For-Profit Private Club ☐ Grower Sales Privilege ☐ Limited On-Premises ☐ Off-Premises ☐ Off-Premises with Fuel Pumps ☐ Warehouse ☐ Wholesale Malt Beverage & Wine (WMBW) ☐ Winery	CITY AND COUNTY USE ONLY Date application received <u>9/12/18</u> Name of City or County <u>Condon</u> Recommends this license be ☒ Granted ☐ Denied By <u>Kathryn Drenni</u> Date <u>9/12/18</u> OLCC USE Application received by <u>Marit Harpin</u> Date <u>09/06/2018</u> License Action: <u>C/O, C/TN</u>
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1. LEGAL ENTITY (example: corporation or LLC) or INDIVIDUAL(S) applying for the license:			
Applicant #1 <u>NEW HOTEL CONDON LLC</u>	RECEIVED SEP 06 2018 Oregon Liquor Control Commission Bend, Oregon		
Applicant #2 <u>LORI SNYDER</u>	Applicant #4 DS <u>KRL</u>	DS <u>LS</u>	
2. Trade Name of the Business (the name customers will see):			
<u>HISTORIC HOTEL CONDON / LORI'S PLACE RESTAURANT</u>			
3. Business Location: Number and Street <u>202 S Main St</u>			
City <u>Condon</u>	County <u>Gilliam</u>	ZIP <u>97823</u>	
4. Is the business at this location currently licensed by the OLCC? ☒ Yes ☐ No			
5. Mailing Address (where the OLCC will send your mail):			
PO Box, Number, Street, Rural Route <u>4901 NW CAMAS MEADOWS DR - Suite 200</u>			
City <u>Camas</u>	State <u>WA</u>	ZIP <u>97823</u>	
6. Phone Number of the Business Location: <u>360-844-6636</u>			
7. Contact Person for this Application:			
Name <u>KIMBAL R. LEAND</u>		Phone Number <u>360-984-9090</u>	
Mailing Address, City, State, ZIP <u>4901 NW CAMAS MEADOWS DR, SUITE 200, CAMAS, WA 98607</u>			
Email <u>KIMBAL@KLABICO.COM</u>			
I understand that marijuana (such as use, consumption, ingestion, inhalation, samples, give-away, sale, etc.) is prohibited on the licensed premises.			
Signature of Applicant #1 <u>NEW HOTEL CONDON LLC</u> <u>[Signature]</u>		Signature of Applicant #2 DocuSigned by: <u>Lori Snyder</u> / 10/31/2018 4:29:35 PM PDT	
Signature of Applicant #3		Signature of Applicant #4	

2018 MSRS

October

	County	Arlington	Condon
Alarm	4	2	1
Medical	2	0	0
Assist Fire Dept.	1	0	0
Animal Problem	4	1	3
Assist Person	34	13	3
Assist Officer	11	7	1
Assist Outside Agency	18	6	6
Civil Matter	2	1	1
Disturbance	12	6	6
Juvenile	1	0	1
Suspicious Circumstances	16	7	3
Traffic Problem	23	2	4
Lost or Found Property	1	0	1
Traffic Stop (No Citation)	88	9	16
Civil Service	11	3	4
K9 Deployment	0	0	0
Security Check	6	2	0
Fingerprints	0	0	0
Impound Release	0	0	0
Training	10	0	0
Court/Court Security/Transport	9	1	2
All Other	73	20	24
TOTAL	326		
Arlington City Limits	80		
Condon City Limits	76		

TRAFFIC CITATIONS

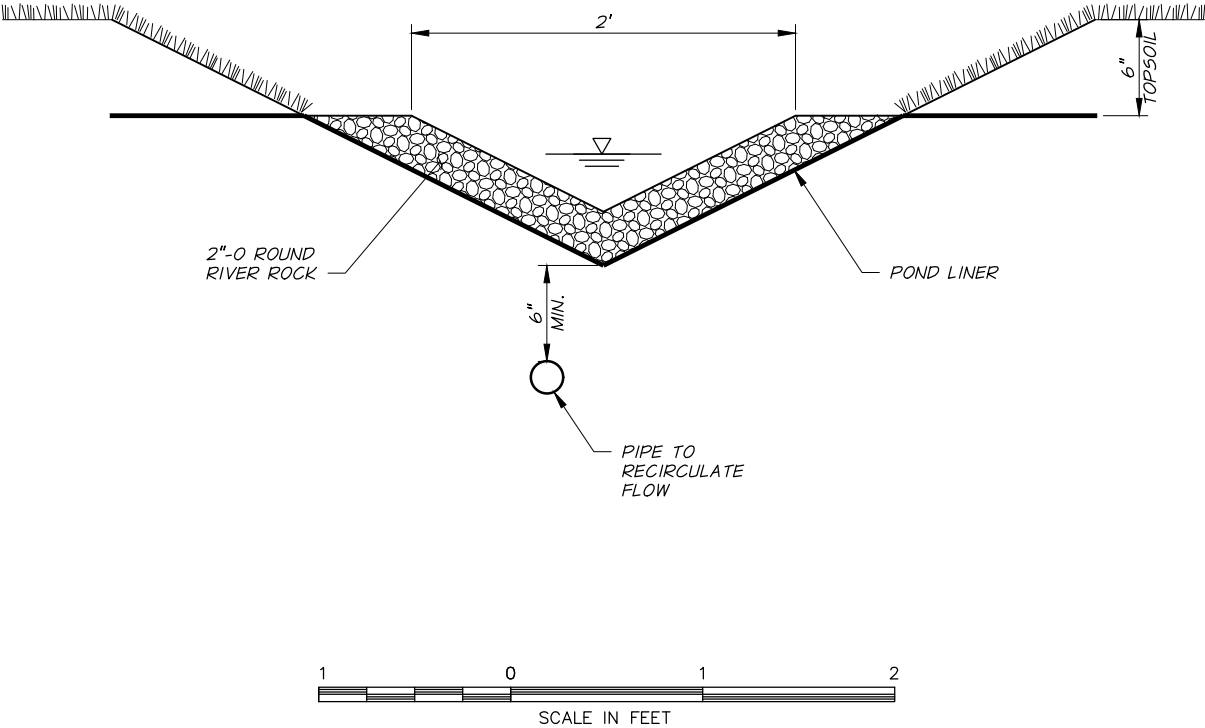
I-84	47
Hwy. 19	16
Condon	6
Arlington	2
Hwy. 206	10
Hwy. 74	0
Cedar Springs Road	0
Blalock Road	0
Lonerock Road	0
Carter Hill Lane	0
TOTAL	81

INCIDENT REPORTS

County Total	15
City of Arlington	7
City of Condon	4

Other Citations

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





We have prepared a quote for you

Block Time

Quote # 072696
Version 1

Prepared for:

City of Condon

Prepared by:

Jacob Dunaway

Scope of Work

Block of Time

This block of time can be used as needed and will be tracked in our ticketing system. You can call or email in at any time to get a balance of what is left as well as a breakdown of time that has been used. We'll contact you when the purchased time is running low and you can purchase additional time then or whenever you would like!

As part of this agreement we will work remotes or onsite as needed on any issues that arise or any technical requests you have. In the event of an onsite time used will include drive time to and from your location. We recommend using some of the purchased time for system documentation and planning. This service is outlined below:

Documentation:

We will document your network so that configurations and setup are located in an accessible location for our technicians. This makes finding information on the network significantly faster resulting in shorter ticket times to resolution and time spent. We will update the documentation we have with changes that are made to the network and recommend that you let us know when changes happen as well to make sure the information stays up to date. We will provide this documentation to you at any time you request.

- ☐ Documentation on equipment
- ☐ Servers (if present)
- ☐ Backup system
- ☐ Network equipment including switches and firewall
- ☐ Workstations (desktop and laptop)
- ☐ Network and Site Map
- ☐ General computer and software licensing

Roadmap:

We will help you create a roadmap and budget for new technology projects, updates to major systems, and maintenance on your network. This can greatly enhance your ability to budget for technology and help save money overall by potentially avoiding emergency repairs and replacements to systems. The following items will be included in the roadmap:

- ☐ Server updates and recommendations
- ☐ Workstation update cycle and recommendations
- ☐ Network equipment and licensing updates and maintenance plan
- ☐ Special or Line of Business Software maintenance and update recommendations
- ☐ Backup system maintenance and data storage solutions recommendations

These services typically take 4-6 hours depending on the network size and will not be performed without approval by you. These are recommendations and not required when purchasing a block of time.

Optional Items

* Contains Optional Items

Description	Price	Qty	Ext. Price
Labor Hours for Project Work Labor Hours for Project Work	\$130.00	10*	\$1,300.00
Labor Hours for Project Work Labor Hours for Project Work	\$115.00	20	\$2,300.00
* Optional Subtotal:			\$1,300.00
Subtotal:			\$2,300.00

Block Time

Quote Information:

Quote #: 072696

Version: 1

Delivery Date: 10/29/2018

Expiration Date: 11/05/2018

Prepared for:

City of Condon

128 S Main Street

PO Box 445

Condon, OR 97823-0445

Kathryn Greiner

(541) 384-2711

administration@cityofcondon.com

Prepared by:

Solutions IT

Jacob Dunaway

541-418-4917

jdunaway@helpmesolutions.com

Quote Summary

Description	Amount
Optional Items	\$2,300.00
Total:	\$2,300.00

*Optional Expenses

Description	One-Time
Optional Items	\$1,300.00
Optional Subtotal:	\$1,300.00

Payment Options

Description	Payments	Interval	Amount
Payment Options			
Credit Card 100% Payment Required	1	One-Time	\$2,300.00
Invoiced 100% Payment Required	1	One-Time	\$2,300.00

Summary of Selected Payment Options

Description	Amount
Payment Options: Credit Card 100% Payment Required	
Selected Payment	\$2,300.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL



PACKAGING. BY AGREEING TO THIS QUOTE YOU ARE AGREEING TO OUR TERMS AND CONDITIONS FOUND AT: HELPMESOLUTIONS.COM/TERMS-OF-USE/.

Solutions IT

City of Condon

Signature: 

Name: Jacob Dunaway

Title: General Manager

Date: 10/29/2018

Signature: _____

Name: Kathryn Greiner

Date: _____