



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

**AGENDA
CITY OF CONDON
REGULAR MEETING
128 SOUTH MAIN STREET, CITY HALL, CONDON, OREGON
Wednesday, October 2, 2019, 7:00 PM**

- 1. CALL REGULAR MEETING TO ORDER**
- 2. ROLL CALL**
- 3. ADDITIONS TO AGENDA**
 - 3.1. ** PERS Employer Incentive Fund**
- 4. PUBLIC COMMENT**
 - 4.1. The Council will hear discussion on unannounced matters from the floor and comments on the agenda items. Comments are limited to five (5) minutes.**
- 5. CONSENT AGENDA**
 - 5.1. Review & Approve the September 4, 2019 Council Meeting Minutes**
 - 5.2. Review the Accounts Payable - September 10, 2019**
 - 5.3. Review VISA Statements**
- 6. OLD BUSINESS**
 - 6.1. Economic Opportunity Analysis Grant Information**
 - 6.2. Fiber Project IGA/Update - First Reading of Ordinance 2020-02 - An Ordinance to Approve Fiber Council Intergovernmental Agreement**
 - 6.3. Ward Street Shop Lease with Gilliam County**
- 7. NEW BUSINESS**
 - 7.1. Census Presentation - Marc Czornij, Partnership Specialist**
 - 7.2. Discuss & Approve Resolution 2020-03 - City of Condon General Fee Resolution**
 - 7.3. Swimming Pool Lease with Condon School District 25J**
 - 7.4. Audit Contract Extension 2020-2022**
 - 7.5. Discuss Franchise Agreements - Columbia Basin Electric Cooperative & Home Telephone Company**
 - 7.6. ** PERS Employer Incentive Fund Discussion**
- 8. STAFF REPORTS**
 - 8.1. Public Works - Public Works Superintendent Gibb Wilkins**
 - 8.2. Police - Gilliam County Sheriff Gary Bettencourt**



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8.3. Administration - City Administrator Kathryn Greiner

9. COUNCIL INFORMATION

10. NEXT REGULAR MEETING DATE

10.1. Next Regular Condon City Council Meeting is Wednesday, November 6, 2019, 7 p.m.

11. ADJOURN REGULAR MEETING

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

Agenda prepared and distributed September 26, 2019



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City of Condon Regular Council Meeting Minutes Wednesday, September 4, 2019 7:00 PM

1. CALL REGULAR MEETING TO ORDER

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

2. ROLL CALL

Present: Mayor Jim Hassing; Councilors Dawn Parm, Michael Cronk, Jan Stinchfield, Tom Fatland and Donald Jamieson; Staff - City Administrator Kathryn Greiner, PW Superintendent Gibb Wilkins and Gilliam County Sheriff Gary Bettencourt; Absent: Councilor Brian Barnett

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. Approve Regular City Council Meeting Minutes of August 7, 2019

Councilor Fatland stated that there was not a councilor in the motion of the ODOT grant in the August 7 minutes. CA Greiner noted that it was councilor Jamieson and will correct the August 7 minutes.

A motion was made by Councilor Jamieson to approve the August 7, 2019 City council meeting with the correction. The motion was seconded by Councilor Fatland and approved unanimously.

5.2. Review Accounts Payable August 12, 2019

No comments

5.3. Review VISA Statements

Councilor Cronk asked why there was a late charge on the VISA, and CA Greiner stated that the bank applied the check to one VISA statement when there are two statements. The correction was made and the late charge was removed.

6. OLD BUSINESS



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6.1. Fiber Update - City/Gilliam County IGA

Councilor Fatland had concerns with the proposed Intergovernmental Agreement (IGA). Specifically the IGA would be forming a new independent board that would have control to make decisions without approval of the governing bodies. Councilors Jamieson and Stinchfield also voiced concerns. Gilliam County Judge Elizabeth Farrar stated that it was "tricky" to have the two separate governing bodies still independent when there are customers involved. She stated that it is a cleaner way to operate with one entity and alleviate the administration structure headaches. Councilor Fatland suggested that the structure be approved by the city council and county court. CA Greiner stated that to address some of Councilor Fatland's concerns, the IGA needed to spell out that Gilliam County would be responsible for the fiscal aspects of the IGA group, and the City of Condon would be responsible for the administrative duties - agendas, minutes, etc. CA Greiner added that the bylaws of entities rules would be drafted to be specific on what the duties would be to report back to the governing bodies. This may include the agendas, minutes and financials to be given to the governing bodies monthly to keep them abreast of the operations. Another concern of Council Fatland's was to adhere to public meeting law, for which CA Greiner stated that under state law ORS 190 for this is formed, it must adhere to all meeting laws.

There was a discussion that the appointed members could be several non-elected members and have community lay members making decisions for the entity. Judge Farrar stated that the entity needed to be "nimble" in its ability to sign leases with customers and not to wait for the monthly meetings of the governing bodies.

It was the recommendation of the council that the IGA put in that the bylaws or rules must be approved by both governing bodies. In addition to the original bylaws or rules, any changes must also be brought back to the governing bodies for approval.

CA Greiner suggested that since the IGA would not be completed in the next two weeks, that the council appoint the two members from the city to this committee and that the Condon Fiber Committee meet to begin the process of recommending how to proceed once the IGA is signed. The concern is that by waiting for another month without some of the groundwork done for this entity, the customers may need to know the dark fiber availability to continue with their projects. Consensus of the council was to have the city's committee meet next week to begin discussing the entities business recommendations.

A motion was made by Councilor Fatland to appoint Councilors Stinchfield and Jamieson to the Fiber board in the IGA. The motion was seconded by Councilor Parm and approved unanimously.

6.2. Fairway Housing Project

CA Greiner asked if the housing discussion could be tabled for a month to wrap up the fiber project and Ward Street shop lease. Councilor Jamieson asked if we could send this to one of the city's committees to come back with ideas of how to proceed. CA Greiner suggested that since the city's Personnel Committee was rarely used, that committee be renamed the Housing Committee. Consensus of the council to rename the committee to housing with Mayor Hassing and Councilors Cronk and Barnett as members. A meeting will be called in October.



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6.3. Ward Street Shop Lease with Gilliam County Transportation

CA Greiner brought the Ward Street shop lease between the city and county back to the council which had been substantially changed by Gilliam County's legal counsel. CA Greiner noted that she did not expect the council to approve the lease as she had not received the revised lease until the day before the meeting and the councilors had received it earlier in the day. She did point out that the major differences were the insertion of a pay back of the remodel or construction costs by the city if the lease was broken, and the tightening of the termination clause language.

The payback was proposed if the city defaulted on the lease or the building was damaged. Although language was added for default and damage issues making the payback go into effect it still had the entire construction cost open to the possibility, even after the original five-year lease period. CA Greiner suggested that at the end of the five year lease, there would be no payback even if the rent credit did not cover the entire remodel project. Councilor Jamieson stated that he wanted zero payback, but Judge Farrar stated that if the City decided to lock them out of the shop after one month's use without a payback or some restrictions the lease would not be feasible.

In the original language of the lease, the termination was for either party to terminate the lease after the initial five year period with a 90-day notice. The new language made it more difficult to get out of the lease after the five year period with only damage or default an option.

Councilor Jamieson suggested that the City just do the remodeling and ask for a higher rent. Councilor Stinchfield said that there is nothing being gained now and this way the remodel will be completed.

Consensus of the council was to have the attorneys tighten up the default and damage language and address a less restrictive termination after the payback period.

6.4. Discuss Farming/Pivot Lease

PW Gibb Wilkins said that the staff recommendation, asked for at August 7 council meeting, was to put out the farming contract to a Request for Proposals. The decision was made on the issues of repairs costing more money and new regulations in the new DEQ permit for effluent water. The council was presented with a draft of the RFP and noted that the control of the pumps and pivot will remain the responsibility of the City. Councilor Stinchfield asked about the current lease with John Johnson. PW Wilkins stated that the current lease would need to be terminated even if the council did not want to go out for an RFP due to the new DEQ requirements and a different crop allowed. Councilor Fatland noted that the RFP and new lease need to address reserve funds to replace the aging pivot and any equipment for the farming operation.

A motion was made by Councilor Fatland to terminate the farming lease with John Johnson due to changes in the lease. The motion was seconded by Councilor Jamieson and approved unanimously.

A motion was made by Councilor Fatland to go out for an RFP for the wastewater pivot farmland. The motion was seconded by Councilor Stinchfield and approved unanimously.

6.5. Discuss Golf Course Clubhouse

CA Greiner included the design of a new golf course clubhouse and recommended that the discussion be moved to the Park and Recreation Committee. Mayor Hassing assigned this to the committee for review.

7. NEW BUSINESS



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7.1. Waste Management Annual Report - Leah Shannon, WM

Alan Anderson, Senior District Manager and Leah Shannon, Environmental Manager of Waste Management presented their annual report to the city council. Anderson stated that the volumes at Columbia Ridge Landfill (CRL) is at 2.9 tons in July which is an approximate increase of 11.4% year to date. Chem Waste has increased tonnage by 20,000 tons which is about 29% increase from the previous year. Anderson stated that there had been an accident of a semi-truck rollover but safety had improved over the previous year. METRO visited WM in May with the attendance of the Gilliam County Commissioners and the full METRO board. The new 10-year contract begins in January 2020 with METRO with Walsh Trucking still providing transportation services to the site. WM has started a bus from Condon to the site in the last two months which joins the busses coming from Boardman and The Dalles for employees.

Anderson stated that WM has openings for welders, lab technicians, chemists, drivers and laborers and that they have several construction projects going on gas wells at the site. Construction or improvement projects also include a thaw bay (for trucks in the winter) and spray on hard shell of the gondolas. WM is discussing extending the grant funding the Condon and Arlington chamber of commences.

Councilor Jamieson asked if the tonnage is up due to new customers or more garbage. Anderson stated that is was a "little of both" as the population of areas served has increased. Shannon added that clean-up projects have contributed more waste to be transported in. Councilor Fatland asked if WM still focuses on supporting local vendors. Anderson stated that they do which includes Devin Oil for fuel and Bennett's Tire and Auto for tires and others in Gilliam County. Councilor Stinchfield asked if she could receive the newsletter that Anderson handed out and he will distribute it through email.

7.2. Review Ordinance for Economic Opportunity Analysis Grant

CA Greiner explained that that the Economic Opportunity Analysis Grant ordinance would have to be tabled until the November meeting as the Planning Commission has to review and approve it before the council.

7.3. Resolution 2020-02 - A Resolution Reiterating the Need of a Reserve Fund and the Intended Sources and Uses of Funds Accumulated Therein

This is an annual resolution that must be approved for reserve funds.

A motion was made by Councilor Fatland to approve Resolution 2020-02 - A Resolution Reiterating the Need of a Reserve Fund and the Intended Sources and Uses of Funds Accumulated Therein. The motion was seconded by Councilor Parm and approved unanimously.

8. STAFF REPORTS

8.1. Public Works - Public Works Superintendent Gibb Wilkins

PW Wilkins stated that 10.6 million gallons of water were pumped in August and that the crew has been repairing leaks on the irrigation at the golf course. The VFD pump at the wastewater head works has gone done and needs to be replaced, puncture vine has been sprayed in several areas of town and the crew continues to locate for the fiber companies on Cottonwood Road. The City has applied for an Oregon Department of Transportation grant for paving and if successful the paving will be by the day care. The crew is going to lay pipe on Court Street instead of the proposed Spring Street to coincide with the paving project. PW Wilkins said that the transfer station and recycle depot were reviewed by DEQ staff with no issues and noted that the staff is doing an excellent job.

8.2. Police - Gilliam County Sheriff Gary Bettencourt

Sheriff Bettencourt stated that there was a lot of visitors and activity during fair week but no issues. He is working on a complaint of vehicles on North A Street and has drafted a letter to start the abatement of vehicles at Keith Shaw's property on Cottonwood. Traffic enforcement in the city, specifically near the park has been funded through an ODOT grant for traffic safety.



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8.3. Administration - City Administrator Kathryn Greiner

CA Greiner said that staff was going to bring a draft of the fee schedule to make changes and will be available in October so the new fiber rates could be incorporated. She attended a USDA telecommunication workshop in Madras last week and although there were not funding options available at this time through them for the city's projects, it was beneficial to hear telemedicine and distance education information that may be helpful to the city's strategic plan. CA Greiner asked Judge Farrar to give an update on the building codes issues in Condon and Gilliam County.

Judge Farrar stated that Gilliam County had reached a tentative agreement with Wasco, Sherman and Wheeler counties regarding the remaining building code reserves from the defunct Mid Columbia Council or Governments. The approximately \$3.9 million reserves would be split 80% to Wasco County, 10% each to Sherman and Gilliam counties and the if Wheeler County is able to collect the requested 3% it will come from Wasco County's portion. Gilliam County is in discussion with the City of Boardman that provides building code services to Morrow County to try and maintain satisfactory levels of service.

9. COUNCIL INFORMATION

9.1. DEQ Annual Transfer Station Review

10. NEXT REGULAR MEETING DATE

10.1. Next Regular Condon City Council meeting is Wednesday, October 2, 2019, 7 p.m.

11. ADJOURN REGULAR MEETING

Mayor Hassing adjourned the meeting at 8:12 p.m.

Jim Hassing, Mayor

ATTEST: _____ Date _____
Kathryn Greiner City Administrator

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ARAMARK UNIFORM SERVICES							
115	ARAMARK UNIFORM SERVICES	AUGUST 2019	Janitorial	08/31/2019	261.66	.00	
Total ARAMARK UNIFORM SERVICES:					261.66	.00	
AT&T MOBILITY							
599	AT&T MOBILITY	AUG 2019	PW Cell Phone	08/06/2019	7.90	.00	
599	AT&T MOBILITY	AUG 2019	PW Cell Phone	08/06/2019	7.90	.00	
Total AT&T MOBILITY:					15.80	.00	
BAUM SMITH LLC							
831	BAUM SMITH LLC	AUG 2019	Fiber Legal - IGA	08/22/2019	712.50	.00	
831	BAUM SMITH LLC	AUG 2019	General - Ward Street & Sheriff	08/22/2019	360.00	.00	
Total BAUM SMITH LLC:					1,072.50	.00	
BOHN'S PRINTING							
148	BOHN'S PRINTING	56080	Copier Charge	08/30/2019	29.38	.00	
Total BOHN'S PRINTING:					29.38	.00	
BOX R WATER ANALYSIS LAB							
151	BOX R WATER ANALYSIS LAB	038177	Biochemical Oxygen	08/11/2019	90.50	.00	
151	BOX R WATER ANALYSIS LAB	37832	E coli Coliform Testing	07/17/2019	36.00	.00	
151	BOX R WATER ANALYSIS LAB	38173	MPN/ Enumeration	08/11/2019	50.00	.00	
151	BOX R WATER ANALYSIS LAB	38181	E coli Coliform Testing	08/11/2019	61.00	.00	
151	BOX R WATER ANALYSIS LAB	38187	E coli Coliform Testing	08/11/2019	36.00	.00	
Total BOX R WATER ANALYSIS LAB:					273.50	.00	
COLUMBIA BASIN ELECTRIC							
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	City Hall	08/27/2019	129.31	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	GC Water	08/27/2019	175.99	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	Park	08/27/2019	120.07	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	Memorial Hall	08/27/2019	116.74	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	Ward Street Shop	08/27/2019	28.60	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	GC Clubhouse	08/27/2019	42.19	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	Sewer Plant w pivot	08/27/2019	707.14	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	Disposal Plant	08/27/2019	316.28	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	GC Water	08/27/2019	242.94	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	City Farm	08/27/2019	3,462.89	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	Street Lights	08/27/2019	1,444.25	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	Reservoir Control	08/27/2019	40.22	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	GC Well	08/27/2019	121.23	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	Swimming Pool	08/27/2019	644.71	.00	
169	COLUMBIA BASIN ELECTRIC	AUGUST 2019	Library	08/27/2019	229.76	.00	
Total COLUMBIA BASIN ELECTRIC:					7,822.32	.00	
CONVERGE COMMUNICATIONS INC							
870	CONVERGE COMMUNICATIONS	20589	Fiber Consulting	08/14/2019	2,867.44	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CONVERGE COMMUNICATIONS INC:					2,867.44	.00	
DEVIN OIL COMPANY							
224	DEVIN OIL COMPANY	AUG 2019	Water Impr Fuel	08/31/2019	143.71	.00	
224	DEVIN OIL COMPANY	AUG 2019	Water	08/31/2019	242.18	.00	
224	DEVIN OIL COMPANY	AUG 2019	Sewer Fuel	08/31/2019	242.18	.00	
Total DEVIN OIL COMPANY:					628.07	.00	
FERGUSON ENTERPRISES							
254	FERGUSON ENTERPRISES	0794916	Water Improvement	08/27/2019	960.24	.00	
Total FERGUSON ENTERPRISES:					960.24	.00	
GREINER, KATHRYN							
347	GREINER, KATHRYN	AUG 2019	Travel Reimbursement	09/09/2019	88.16	.00	
Total GREINER, KATHRYN:					88.16	.00	
HATTENHAUER DIST.							
304	HATTENHAUER DIST.	AUG 2019	Golf	08/31/2019	231.53	.00	
304	HATTENHAUER DIST.	AUG 2019	Park Fuel	08/31/2019	33.54	.00	
Total HATTENHAUER DIST.:					265.07	.00	
HD FOWLER COMPANY							
306	HD FOWLER COMPANY	I5240002	Golf Repairs	08/08/2019	742.92	.00	
306	HD FOWLER COMPANY	I5244558	Pool Repairs	08/13/2019	9.68	.00	
306	HD FOWLER COMPANY	I5244561	Park Supplies	08/13/2019	12.00	.00	
Total HD FOWLER COMPANY:					764.60	.00	
HOME TELEPHONE COMPANY							
766	HOME TELEPHONE COMPANY	AUG 2019	Administration	08/22/2019	193.19	.00	
766	HOME TELEPHONE COMPANY	AUG 2019	Water	08/22/2019	44.77	.00	
766	HOME TELEPHONE COMPANY	AUG 2019	Sewer	08/22/2019	97.44	.00	
766	HOME TELEPHONE COMPANY	AUG 2019	Swimming Pool	08/22/2019	149.80	.00	
Total HOME TELEPHONE COMPANY:					485.20	.00	
INLAND CHEMICAL SERVICE							
324	INLAND CHEMICAL SERVICE	082019047	Sewer Lagoon/Headworks	08/31/2019	142.38	.00	
Total INLAND CHEMICAL SERVICE:					142.38	.00	
INLAND DEVELOPMENT CORPORATION							
897	INLAND DEVELOPMENT CORP	SEPT 2019 18	MRC Fiber Project	09/01/2019	2,000.00	.00	
Total INLAND DEVELOPMENT CORPORATION:					2,000.00	.00	
JAMIESON & MARSHALL							
328	JAMIESON & MARSHALL	AUG 2019	Water Improvement	08/28/2019	17.40	.00	
328	JAMIESON & MARSHALL	AUG 2019	Golf Repairs	08/28/2019	41.75	.00	
Total JAMIESON & MARSHALL:					59.15	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
LEAGUE OF OREGON CITIES							
362	LEAGUE OF OREGON CITIES	2019-200211	2019-20 Membership Dues	07/01/2019	596.28	.00	
Total LEAGUE OF OREGON CITIES:					596.28	.00	
M & A AUTO PARTS							
371	M & A AUTO PARTS	AUG 2019	Pool	08/31/2019	12.55	.00	
371	M & A AUTO PARTS	AUG 2019	Park	08/31/2019	94.95	.00	
371	M & A AUTO PARTS	AUG 2019	Golf Supplies	08/31/2019	74.92	.00	
371	M & A AUTO PARTS	AUG 2019	Golf Repair	08/31/2019	27.50	.00	
371	M & A AUTO PARTS	AUG 2019	Sewer	08/31/2019	9.99	.00	
371	M & A AUTO PARTS	AUG 2019	Water	08/31/2019	54.22	.00	
371	M & A AUTO PARTS	AUG 2019	Sewer	08/31/2019	54.21	.00	
Total M & A AUTO PARTS:					328.34	.00	
MCFADDEN, BRENDAN							
1069	MCFADDEN, BRENDAN	SEPT 2019	Dep Refund 4693.02 913 W. Waln	09/10/2019	150.00	.00	
Total MCFADDEN, BRENDAN:					150.00	.00	
OPEN COUNTRY FARM							
433	OPEN COUNTRY FARM	AUG 2019	Park Supplies	08/25/2019	28.00	.00	
Total OPEN COUNTRY FARM:					28.00	.00	
OREGON BACKFLOW TESTING							
414	OREGON BACKFLOW TESTING	97063	Backflow testing	08/23/2019	2,667.50	.00	
Total OREGON BACKFLOW TESTING:					2,667.50	.00	
POST MASTER							
463	POST MASTER	SEPTEMBER 2	Postage Trust Account	09/10/2019	250.00	.00	
463	POST MASTER	SEPTEMBER 2	Postage Trust Account	09/10/2019	250.00	.00	
463	POST MASTER	SEPTEMBER 2	Postage Trust Account	09/10/2019	250.00	.00	
Total POST MASTER:					750.00	.00	
SHOWN, STACY							
1070	SHOWN, STACY	SEPT 2019 34	Refund 3477.09 408 N Oregon	09/10/2019	150.00	.00	
1070	SHOWN, STACY	SEPT 2019 34	Refund 3477.09 408 N Oregon -	09/10/2019	73.33	.00	
1070	SHOWN, STACY	SEPT 2019 34	Refund 3477.09 408 N Oregon Cr	09/10/2019	73.33	.00	
Total SHOWN, STACY:					296.66	.00	
THE POOL AND SPA HOUSE							
649	THE POOL AND SPA HOUSE	628132-1 W C	Pool Chemicals & Supplies	08/15/2019	786.80	.00	
Total THE POOL AND SPA HOUSE:					786.80	.00	
THE TIMES-JOURNAL							
540	THE TIMES-JOURNAL	1310	PW Supplies	08/22/2019	18.00	.00	
540	THE TIMES-JOURNAL	1310	PW Supplies	08/22/2019	18.00	.00	
540	THE TIMES-JOURNAL	1310	Transfer station	08/22/2019	36.00	.00	
Total THE TIMES-JOURNAL:					72.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
THYSSENKRUPP ELEVATOR							
773	THYSSENKRUPP ELEVATOR	3004787490	Lift Chair Sept-Nov	09/01/2019	240.00	.00	
Total THYSSENKRUPP ELEVATOR:					240.00	.00	
TWO BOYS MEAT & GROCERY							
548	TWO BOYS MEAT & GROCERY	AUG 2019	Pool Supplies	08/25/2019	11.98	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2019	Administration	08/25/2019	69.55	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2019	Janitorial	08/25/2019	26.16	.00	
548	TWO BOYS MEAT & GROCERY	AUG 2019	Park	08/25/2019	10.08	.00	
Total TWO BOYS MEAT & GROCERY:					117.77	.00	
VISA							
559	VISA	AUG 2019 691	PW Computer	08/22/2019	171.50	.00	
559	VISA	AUG 2019 691	PW Computer	08/22/2019	171.50	.00	
559	VISA	AUG 2019 857	Golf	08/22/2019	102.38	.00	
559	VISA	AUG 2019 857	Water Supplies	08/22/2019	7.39	.00	
559	VISA	AUG 2019 857	Office Supplies	08/22/2019	23.88	.00	
559	VISA	AUG 2019 857	Planning Meeting	08/22/2019	49.50	.00	
559	VISA	AUG 2019 857	Fiber Meeting Ashland	08/22/2019	240.00	.00	
559	VISA	AUG 2019 857	Park Supplies	08/22/2019	123.34	.00	
559	VISA	AUG 2019 857	Golf	08/22/2019	123.35	.00	
Total VISA:					1,012.84	.00	
Western States Equipment							
572	Western States Equipment	IN001069137	Water	08/22/2019	577.05	.00	
572	Western States Equipment	IN001069137	Sewer Repair	08/22/2019	577.05	.00	
Total Western States Equipment:					1,154.10	.00	
Grand Totals:					25,935.76	.00	

Dated: _____

Mayor: _____

City Administrator: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Account Summary

Billing Cycle	08/22/19
Days In Billing Cycle	31
Previous Balance	\$1,295.33
Purchases	+ 669.84
Cash	+ 0.00
Special	+ \$0.00
Balance Transfers	+ \$0.00
Credits	- \$28.85
Payments	- \$1,281.48
Other Charges	+ \$15.00
Finance Charges	+ 0.00

NEW BALANCE \$669.84

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$9,289.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Important Information About Your Account

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

Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
07/23/19	07/24/19	5211	24493989205400814000058	MILLER LUMBER CO 0004	\$102.38
				PRINEVILLE OR	
07/23/19	07/25/19	5814	24164079205255188134760	SUBWAY 00060202	\$7.39
				PRINEVILLE OR	
08/01/19	08/02/19	5734	24431069213026535114625	ADOBE EXPORTPDF	\$23.88
				800-833-6687 CA	
08/06/19	08/06/19	0000	74344229218004218062003	LATE FEE	\$15.00
08/12/19	08/12/19	6010	1 9224121004000180	PAYMENT - THANK YOU	\$622.73 -

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

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



Account Number

8577

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

AMOUNT OF PAYMENT ENCLOSED

Closing Date

08/22/19

New Balance

\$669.84

**Total Minimum
Payment Due**

\$669.84

Payment Due Date

09/16/19



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



MAKE CHECK PAYABLE TO:

VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1001 8577 00066984 00066984 0

Account Number: ##### 8577
Closing Date: 08/22/19
Credit Limit: \$10,000.00 Available Credit: \$9,289.00

Page 3 of 4

1172

Cardholder Account Summary Continued

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
07/11/19	08/13/19	6010	1 9225121006000010	PAYMENT - THANK YOU	\$658.75 -
08/13/19	08/13/19	6010	1 9225121007000010	LATE FEE REVERSAL	\$15.00 -
08/13/19	08/13/19	6010	1 9225121007000020	FIN CHG REVERSAL	\$13.85 -
08/13/19	08/14/19	5085	24755429226122262470691	GRAINGER 877-2022594 IL	\$246.69
08/14/19	08/15/19	8699	24270749226900014936474	SORED1 541-7738946 OR	\$80.00
08/14/19	08/15/19	8699	24270749226900014937159	SORED1 541-7738946 OR	\$80.00
08/14/19	08/15/19	8699	24270749226900014911766	SORED1 541-7738946 OR	\$80.00
08/20/19	08/22/19	5813	24000979233133900693840	THE ROUND-UP	\$49.50
				541-3845100 OR	

Finer
005

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						
TOTAL				0.00%	\$ 0.00	\$ 669.84

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.

*Wasn't sure how
to go find
missing receipt
for Grainger*

Account Summary

Billing Cycle		08/22/19
Days In Billing Cycle		31
Previous Balance		\$(658.75)
Purchases	+	343.00
Cash	+	0.00
Special	+	\$0.00
Balance Transfers	+	\$0.00
Credits	-	\$0.00
Payments	-	\$0.00
Other Charges	+	\$0.00
Finance Charges	+	0.00

NEW BALANCE **\$343.00**

Credit Summary

Total Credit Line	\$10,000.00
Available Credit Line	\$9,657.00
Available Cash	\$0.00
Amount Over Credit Line	\$0.00
Amount Past Due	\$0.00
Disputed Amount	\$0.00

Important Information About Your Account

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Cardholder Account Summary

Trans Date	Post Date	MCC Code	Reference Number	Description	Amount
08/02/19	08/02/19	5942	24692169214100000305660	AMZN Mktp US*MA7W63J10	\$343.00
				Amzn.com/bill WA	
08/13/19	08/13/19	6010	1 9225121008000010	VISA OVERPAYMENT	\$658.75

WID 171.50
SIV 171.50

Additional Information About Your Account

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	\$343.00
MINIMUM PAYMENT	\$343.00
PAYMENT DUE DATE	09/16/19

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.

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

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



Account Number

6910

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

AMOUNT OF PAYMENT ENCLOSED

Closing Date

08/22/19

New Balance

\$343.00

**Total Minimum
Payment Due**

\$343.00

Payment Due Date

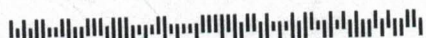
09/16/19

\$

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



MAKE CHECK PAYABLE TO:



VISA
PO BOX 4512
CAROL STREAM IL 60197-4512

12 4344 2212 1001 6910 00034300 00034300 1



**Bank of
Eastern Oregon**
Member FDIC/Equal Housing Lender

CITY OF CONDON
CITY OF CONDON 1



Account Number: ##### 6910
Closing Date: 08/22/19
Credit Limit: \$10,000.00 Available Credit: \$9,657.00

Page 3 of 4

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	\$ 343.00
TOTAL				0.00%	\$ 0.00	

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.

City of Condon
ORDINANCE NO. 2020-01

A PROPOSED ORDINANCE AMENDING THE CITY'S COMPREHENSIVE PLAN,
ADOPTED JANUARY 2012, TO INCORPORATE UPDATED ECONOMIC
DEVELOPMENT MATERIAL AND REVISE THE GOAL 9 ECONOMIC DEVELOPMENT
POLICIES IN THE PLAN; FURTHER THE SUPPORT DOCUMENTS, THE ECONOMIC
OPPORTUNITIES ANALYSIS (EOA), AND THE EXECUTIVE SUMMARY ARE HEREBY
ADOPTED AS A SUPPORT DOCUMENTS TO THE COMPREHENSIVE PLAN

LEGISLATIVE FINDINGS:

1. The City of Condon last updated its Comprehensive Plan in 2011 with adoption in early 2012.
2. In 2018, the Department of Land Conservation and Development (DLCD) funded a study, performed by Anderson & Perry Associates of La Grande, to complete an Economic Opportunities Analysis (EOA) for the City of Condon and Buildable Lands Inventory for the Cities of Arlington and Lone Rock. At the conclusion of that study, an Executive Summary was prepared, dated August 5, 2019, which proposed five revised policies for the Economic Goal in the Comprehensive Plan.
3. The City scheduled a public hearing on October 15, 2019 before the City Planning Commission as the initial hearing on the proposed update.
4. A final adoption hearing before the City Council was scheduled on _____, 2019.
5. At the close of the City Council public hearing, the City Council moved unanimously to approve the proposed updates.

NOW, THEREFORE, the Common Council of the City of Condon does hereby ordain:

1. The following five policies are hereby replacing the existing policies in the City's Comprehensive Plan:
 - A. Recognizing the City's finite commercial area. The City shall strive to maintain the viability of the downtown commercial core area.
 - B. The City of Condon shall strive to provide adequate plans for economic activities that contribute to the well-being of the City.
 - C. The City shall strive to provide an adequate amount of employment (commercial and industrial) land for future needs.

- D. The City shall continue to support home-based occupations and provide for a streamlined review and approval process for them.
 - E. Strengthen economic development partnerships in and with Gilliam County.
2. The City will adopt the Economic Opportunities Analysis for the City of Condon, dated May 2019, and the Executive Summary, dated August 5, 2019, as stand-alone documents that support the Comprehensive Plan.

ADOPTED by the Common Council of the City of Condon this _____ day of _____, 2019.

CITY OF CONDON

_____, Mayor

ATTEST:

Kathryn Greiner, City Administrator

ORDINANCE No. 2020-02

AN ORDINANCE OF THE CITY OF CONDON RATIFYING THE CREATION OF THE FIBER COUNCIL IN ACCORDANCE WITH ORS 190.085

WHEREAS, the City of Condon (“City”) and Gilliam County (“County”) have entered into agreements with Inland Development Corporation for the Development of underground fiber optic telecommunications link between Arlington, Oregon and Condon, Oregon; and

WHEREAS, the City’s and County’s contracts with Inland Development Corporation depend on the financial contribution of the other party to the payment of overall costs associated with the project, the parties wish to enter into an Intergovernmental Agreement (“Agreement”) setting forth their understanding regarding the funds each will contribute toward the project and the management of said funds; and

WHEREAS, ORS 190.010 provides that units of local government may enter into agreements for the performance of any functions and activities that any party to the agreement, or its officers or agents, has the authority to perform; and

WHEREAS, under ORS 190.085, each party to an intergovernmental agreement creating an intergovernmental entity must enact an ordinance ratifying the creation of the intergovernmental entity prior to the effective date of the intergovernmental agreement; and

WHEREAS, the Council desires to declare its intent to create an intergovernmental entity by intergovernmental agreement.

NOW THEREFORE, the City of Condon ordains as follows:

1. Findings. The above-stated findings are hereby adopted.
2. Short Title. This Ordinance No. 2020-02 may be referred to as the “Fiber Council Ratifying Ordinance” and will be cited and referred to herein as this “Ordinance.”
3. Definitions. For purposes of this Ordinance, the following terms and phrases have the meanings assigned to them below:

“Agreement” means the intergovernmental agreement between the parties creating the Agency.

“Council” means the Fiber Council.

“City” means City of City of Condon, an Oregon municipal corporation.

“City Council” means the Condon City Council.

“Fiber Project” means the development of underground fiber optic telecommunications link between Arlington, Oregon and Condon, Oregon.

“Law(s)” mean all federal, state, and local laws, statutes, ordinances, and/or regulations

directly or indirectly affecting Agency, the Agreement, and ORS chapter 190, all as now in force and/or which may hereafter be amended, modified, enacted, or promulgated.

“Party(ies)” means, as of the date of this Ordinance, Gilliam County and the City of Condon.

“Service Area” means all areas lying within the geographic boundaries between Arlington, Oregon and Condon, Oregon.

4. Intent; Effective Date. The City Council hereby declares its intent to create the intergovernmental entity (Council) to be known as the Fiber Council by intergovernmental agreement attached hereto as Exhibit “A.” The effective date of the Agreement is October 30, 2019.

5. Public Purpose. Council’s purposes include, without limitation, the following: (a) to establish, oversee and administer the financial services associated with the Fiber Project; (b) provide accounting and booking services to split revenue and expenses from the Fiber Project; (c) to establish and maintain such services that will be of substantial benefit to the citizens of the Service Area and the public in general; (d) to carry out such other necessary and/or appropriate responsibilities and/or functions as provided by the Parties.

6. Agency Powers; Responsibilities. Council shall have the responsibility and authority for overseeing and administering the financial services associated with the Fiber Project, including but not limited to: providing accounting and bookkeeping services to split revenue and expenses from the Fiber Project (including fees to Inland Development Corporation and other professional fees). The Council shall have the power to enter into agreements with other public or private entities and to exercise all powers granted to the Council pursuant to the applicable acts or laws of each Party which are necessary or desirable to economically and efficiently administer Financial Services for the Fiber Project. The Council will have the following general powers: (a) adopt, through action of the Council, such bylaws, rules, regulations, standards, and/or policies necessary to carry out the purposes of Council and/or this Agreement; (b) exercise all powers pursuant to the Laws, including, without limitation, the principal acts of the Parties and ORS chapter 190, which are necessary and/or appropriate to carry out the purposes of Council and/or this Agreement.

7. Severability; Corrections. All pronouns contained in this Ordinance and any variations thereof will be deemed to refer to the masculine, feminine, or neutral, singular or plural, as the identity of the parties may require. The singular includes the plural and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting. Any reference to a particular law, statute, rule, regulation, code, or ordinance includes the law, statute, rule, regulation, code, or ordinance as now in force and hereafter amended. If any section, subsection, sentence, clause, and/or portion of this Ordinance is for any reason held invalid, unenforceable, and/or unconstitutional, such invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, and/or portion will (a) yield to a construction permitting enforcement to the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, and/or constitutionality of the remaining portion of this Ordinance. This Ordinance may be corrected by order of the Council to cure editorial and/or clerical errors. This Ordinance will become effective thirty (30) days after its passage by the Council and approval by the mayor.

This Ordinance was PASSED and ADOPTED by the Council by a vote of ___ for and ___ against and APPROVED on October 15, 2019.

Mayor Jim Hassing

ATTEST:

Kathryn Greiner, City Administrator

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made between the GILLIAM COUNTY (“County”) a political subdivision of the State of Oregon, and THE CITY OF CONDON (“City”), an Oregon municipal corporation, for the purpose of establishing a Fiber Council for the City-County Fiber Project that serves the residents of both Gilliam County and the City of Condon.

RECITALS

- A. Each party has entered into an Agreement with Inland Development Corporation for the development of an underground fiber optic telecommunications link between Arlington, Oregon, and Condon, Oregon, in order to promote the availability of broadband and other advanced telecommunications services to residents and businesses throughout Gilliam County, including those located within the City’s boundaries (collectively referred to in this Agreement as “the Fiber Project”);
- B. WHEREAS, since each Party’s Agreement with Inland Development Corporation depends on the financial contribution of the other Party to the payment of the overall costs associated with the Project, the Parties wish to enter into an IGA setting forth their understanding regarding the funds each will contribute toward the Fiber Project and the management of financial services of the Fiber Project and creating the Fiber Council;
- C. WHEREAS, the Parties find the performance of this IGA will benefit the public; and,
- D. WHEREAS, this IGA is entered into pursuant to ORS 190.010, *et seq.*

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth herein, the parties hereby agree as follows:

AGREEMENT

1. The Board; Authority and Party Responsibilities

- a. **Creation.** Pursuant to this Agreement, the Fiber Council (the “Council”) is hereby created as an intergovernmental entity pursuant to ORS Chapter 190. The Council shall be governed by a Fiber Council Board of Directors (the “Board”). The Board shall be the governing body and shall exercise broad authority over all matters of Council concern except as limited in Section 1(b) below or elsewhere in this Agreement.
- b. **General Powers; Responsibilities.** Initially, it is the intent of the Parties that the Council shall have only the limited authority as expressly described below. However, the Parties may in the future broaden the scope of the Council’s authority by amending this Agreement as provided in Section 2(c) below.

- i. The Board shall have the power to adopt, through action of its Board of Directors, such bylaws, rules, regulations and policies necessary to further the purposes of this Agreement;
 - ii. The Board shall have the responsibility and authority for overseeing and administering the financial services associated with the Fiber Project, including, but not limited to: providing accounting and bookkeeping services to split revenue and expenses from the Fiber Project (including fees to Inland Development Corporation and other professional fees), as further detailed in subsection vi and vii below. Such services shall be referred to in this Agreement as “Financial Services.”
 - iii. The Board shall have the power to enter into agreements with other public or private entities and to exercise all powers granted to the Council under this Agreement pursuant to the applicable acts or laws of each Party which are necessary or desirable to economically and efficiently administer Financial Services for the Fiber Project.
 - iv. Gilliam County shall establish a separate fund in its budget to record receipt of all Fiber Project revenues and expenses. Gilliam County shall, in accordance with Oregon Budget Law, record and account for all such revenues and expenses.
 - v. All Board-approved Fiber Project expenses will be shared equally between the parties 50/50 and will be paid out of the Fiber Project revenues receipted into Gilliam County for Fiber Project leased items or other Fiber Project revenues. If Fiber Project expenses exceed revenues at the end of each fiscal year, Gilliam County will notify the City in writing by September 1 of the following fiscal year and the City will promptly issue payment to Gilliam County for half of the excess amount. Gilliam County will pay the remaining half of the excess expenses.
 - vi. All Fiber Project Revenues will be receipted into Gilliam County, including but not limited to any revenues for Fiber Project leased items. If revenue exceeds expenses at the end of each fiscal year, the Parties agree Gilliam County will receive 2/3 of such excess annual revenue and the City will receive 1/3.
- c. **Offices:** The offices of the Council shall be located at 221 S. Oregon Street, Condon, Oregon 97823.

2. The Board of Directors.

- a. **The Board Membership; Director Terms.** The Council Board of Directors shall consist of five (5) members, each of whom must be a qualified elector residing within the boundaries of either Party. The governing body of each Party

will appoint two members, including at least one elected official. The fifth member will be appointed by the other four Board members.

The term of each Director shall be one year; however, the Directors shall serve at the pleasure of their appointing governing body and may be removed at any time upon the sole discretion of the appointing governing body. Board members are allowed to send a proxy from his or her own jurisdiction, with voting authority, to Board meetings.

- b. Voting and Quorum.** Each Director shall have one vote. A majority of all Directors is required for a quorum. An affirmative majority vote of all Directors is required for the passage of any item before the Council, subject to any additional voting requirements as provided in this Agreement, including specifically the additional voting requirements for amending this Agreement in Subsection 4(c), below.
- c. Authority:** In addition to the General Powers described in Section 1(b) above, the Board of Directors shall have authority to do the following:
 - i. Adopt bylaws for the Board, if deemed necessary, which shall set forth the rules by which the Board shall be run. The Bylaws may be amended from time to time by a majority vote of the Council of Directors. In the event of a conflict between any bylaws or administrative rules and this Agreement, this Agreement shall prevail.
 - ii. Oversee and have full responsibility for all matters pertaining to the development and operations of the Board.
 - iii. Enter into contracts for goods and services for the Council development and operations or for the provision of Financial Services, as described above, subject to budgetary constraints and requirements.
 - iv. Review and approve the Council budget pursuant to Oregon Local Budget Law, when applicable.
 - v. Determine the projected costs to be allocated to each Party in accordance with this Agreement.
 - vi. Provide guidelines, direction and approval, if appropriate, of Standard Operating Procedures.
 - vii. Approve capital purchase requests, if not previously approved in the budget.
 - viii. Appoint advisory committees to consider any issue before it, if it so desires.

ix. Establish the Council mission and goals.

x. Review performance relative to the implementation of the Council policies and budget.

d. Meetings: The Board will initially meet monthly in order to develop necessary policies and procedures. Once the Board is fully operational, the frequency of the meetings will be determined at the discretion of the Council, but in no case shall the Council meet less than one (1) time per year.

3. Budget. The Board of Directors shall prepare the annual operating budget. The Board shall adopt a final budget, in accordance with ORS 294.900 to 294.930, no later than March 1st of each preceding year. The budget period shall be on a fiscal year basis beginning on the first of July each year. The Board shall follow the budget process of Gilliam County and Oregon State Budget Law.

a. Approval Stage. The Board of Directors shall consider and shall adopt said budget, or a modification thereof, and forward it to Gilliam County on or before the first day of March.

b. Adopted Stage. The Gilliam County Court may approve the budget as a part of the Gilliam County budget for the ensuing fiscal year or may remand it back to the Fiber Council for further consideration and/or amendments. If remanded back to the Fiber Council, Gilliam County shall provide the reasons for the remand.

c. Budget Changes. In the event that there are any Fiber Project changes that require a supplemental budget, such changes shall go through the budget stages set forth herein and shall comply with all applicable Oregon Local Budget Laws.

4. Term, Termination and Amendment

a. Term. Notwithstanding the date of counterparts, the effective date of this Agreement, and all of the obligations set forth shall be deemed in full force and effect for all purposes when signed by both Parties. The Term of this Agreement shall be perpetual unless terminated as provided below.

b. Termination; Withdrawal. This Agreement, and all obligations herein, may be terminated, in writing, by mutual consent of all the Parties. In such a termination, the Parties agree to follow the Dissolution procedures set out in this Agreement. One party may withdraw by providing written notice of its intent to withdraw at least six (6) months' in advance. Such unilateral withdrawal shall take effect no sooner the last day of the fiscal year in which the notice became effective. In the event of a termination or withdrawal, each Party agrees to pay its debts or liabilities due and owing prior to the effective date of the termination or

withdrawal and to cooperate with the Dissolution process provided in this Agreement.

- c. **Amendment.** This Agreement may be amended only upon a unanimous vote of the Council of Directors and written approval of each Party's governing body. If the Parties' governing bodies do not approve of the amendment, they shall remand it back to the Council with suggestions. Any amendments to this Agreement shall be signed by the Council President and each Party and shall be attached hereto and become a part hereof.

- 5. **Disputes.** In the event there are disputes or claims by the Parties related to this Agreement, the Council's actions under this Agreement, or the Council Rules, the following dispute resolution process will be followed. The disputing Parties agree that this process will serve as the sole dispute resolution process regarding such disputes or claims.

The disputing Parties shall address disputes in the below order. Dispute resolution will be documented by mutually-signed memorandum.

- a. File complaint with the Board President describing the matter in detail specifically citing any alleged violations of the IGA.
- b. The President shall inform the Board and the Board shall schedule a meeting to hear the matter. All Board decisions are final.
- c. In the event the dispute is not resolved using the above process, either disputing Party may proceed to mediation. To begin the mediation process, the disputing Parties will each submit three (3) names of potential mediators and shall agree upon a mutually acceptable mediator from the list of names. The costs of mediation shall be borne equally between the disputing Parties.
- d. In the event the dispute is not resolved using the above mediation process, the dispute shall be subject to final and binding arbitration. Arbitration shall be conducted pursuant to the rules of the Arbitration Service of Portland or alternate rules as agreed upon by the Parties and shall be conducted in Gilliam County, Oregon, unless otherwise agreed by the disputing parties.
- e. In the event of any arbitration arising out of or relating to this Agreement or the enforcement thereof, the prevailing disputing Party in such action shall be entitled to recover its reasonable arbitration and attorney fees, costs, and expenses from the non-prevailing disputing Party.
- f. The laws of the State of Oregon shall be applied in the interpretation, execution, and enforcement of this Agreement.

6. General Provisions.

- a. **Complete Agreement.** This Agreement represents the complete and integrated understanding of the Parties with respect to all particulars covered herein. All prior agreements pertaining to the creation of an intergovernmental entity, written and oral are hereby cancelled. No prior written or oral representation, negotiation or statement which conflicts with the terms of this Agreement shall be considered to in any way modify, abridge or invalidate any provision hereof, and no evidence of such shall be admitted in any proceedings in which the terms and application of this Agreement are at issue.
- b. **Severability.** In the event any provision of this Agreement is held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
- c. **Governing Law.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in a Circuit Court of the State of Oregon.
- d. **Force Majeure.** The Parties shall not hold any other Party or Parties responsible for damages or delay in the performance of this Agreement when caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other Party or Parties' officers, employees or agents.
- e. **Debts, Liabilities Obligations, and Indemnification.** All debts, liabilities and obligations of any of the Parties shall be and shall remain debts, liabilities and obligations of that or those Parties and shall not become debts liabilities and obligations of the other Parties or of the Council. All debts, liabilities and obligations incurred by or on behalf of the Council shall remain debts, liabilities and obligations of the Council. 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 solely attributable to the purposeful or negligent acts or omissions of that Party.
- f. **Liability and Insurance.**
 - i. **Liability.** Unless otherwise expressly agreed to in writing, there shall be no joint and several liability of the Parties either in contract or tort, and all obligations of the Board or the Parties shall be several only. Without limiting the foregoing, no Party to this Agreement shall be liable for damages, debts or claims caused solely by the negligent act, omission or other wrongful act by the Board or other Parties hereto. The Party causing

damages by its sole negligent act, omission, or wrongful act shall be individually liable.

- ii. **Insurance.** The Parties and the Board shall each individually maintain comprehensive general liability insurance coverage or sufficient self-insurance reserves to cover the reasonable risks of damage or loss in the form of personal injury, bodily injury, or property damage for acts or omissions done in the course and scope of this Agreement in at least the coverage amounts for which public entities are liable under Oregon Revised Statutes and the Oregon Constitution, as those laws now exist or as they may be amended. The Board shall name the Parties as additional insureds. Notwithstanding anything herein to the contrary, the Board may, by majority vote and without amending this Agreement, require additional insurance coverage, limits, and terms. The Board shall secure all necessary and desirable insurance coverages, which shall include Errors and Omissions coverage.
- g. **Dissolution.** In the event that the Parties agree to terminate this Agreement (as provided above) and dissolve the Fiber Council, the dissolution motion shall provide an estimated timeline for the dissolution and shall name two Board members (called “Dissolution Managers” in this Agreement) responsible for overseeing the dissolution process. The Dissolution Managers may retain professional assistance as needed and shall take immediate steps to begin to permanently terminate and dissolve the Council. Such dissolution steps shall include but are not limited to the following:
 - i. Providing written notice to all Parties’ elected officials of the pending dissolution, including the proposed timeline for a final dissolution and the Board’s expected process for ending employment relationships.
 - ii. Notification to all neighboring governments, all necessary State and federal agencies, and all partners of such dissolution.
 - iii. Creation of a budget document which shall account for all Council funds, revenues, and assets and all Council debts and financial responsibilities.
 - iv. Satisfaction of all Council debts and financial responsibilities, including a final financial and accounting of all debts and resources.
 - v. Any funds or revenues remaining in Council accounts after satisfying all Council debts and financial responsibilities shall be distributed to the Parties in proportion to their funding contributions. Such distribution plan shall be documented in writing and shall be provided to all Parties prior to distribution.

- vi. Any personal property, equipment and furnishings not identified for return to a third party or a Party shall be sold in accordance with applicable public contracting and procurement law. After ensuring payment or satisfaction of all Council debts or financial responsibilities, the funds from such sale shall be distributed to the Parties in proportion to their funding contribution to Council. Such distribution plan shall be documented in writing and provided to all Parties prior to distribution.
- vii. Any other actions or decisions required to fully dissolve the Council, as determined by the Board's Dissolution Managers, including specifically, a plan for either maintaining or abandoning the infrastructure.

h. Counterparts. Each Party shall sign a counterpart of the original of this Agreement. The Parties intend that all the signed counterparts taken together will be considered as one original document and given full force and effect as if all Parties had signed one document.

7. No Shared Employees. Employees or volunteers of the Parties shall be at all times employees and/or volunteers of their original employer for the purposes of this Agreement. No employment or business partnerships between the Parties shall be imputedly created by this Agreement. Employees and volunteers remain subject solely to the personnel policies, rules, and regulations of their employer. The intent of this provision is to prevent the creation of any "special employer" relationships under Oregon workers' compensation law, PERS regulations, or other state or federal laws.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

GILLIAM COUNTY

CITY OF CONDON

Elizabeth Farrar, Gilliam County Judge

Jim Hassing, Mayor

Date:_____

Date_____

COMMERCIAL LEASE

Effective

Date: October 2, 2019

Between: CITY OF CONDON ("LESSOR")
128 S. Main Street
Condon, OR 97823

And: GILLIAM COUNTY ("LESSEE")
221 S. Oregon St.
Condon, OR 97823

RECITAL:

Lessor is the owner of certain real property located 133 S. Ward Street, Condon, Oregon 97823, which real property includes a 2200 square foot industrial building located thereon (collectively, the "Building"). By the parties' execution of this Commercial Lease (this "Lease"), Lessor leases the Building to Lessee and Lessee leases the Building from Lessor. Now therefore the parties agree as follows:

Section 1. Occupancy

1.1 Original Term; Termination Option. Subject to the terms and conditions contained in this Lease, the term of this Lease shall commence on October 10, 2019 (the "Commencement Date") and shall continue thereafter until December 31, 2025 (the "Initial Term"), unless sooner terminated or extended as hereinafter provided. Subject to the terms and conditions contained in this Lease, after the Rental Credit (as defined below) has been exhausted in accordance with Section 2.2, either party may terminate this Lease by providing the other party no less than 12 months' prior written notice; provided, however, a party's termination of this Lease under this Section 1.1 will not relieve any party of the party's obligations that have accrued prior to termination.

1.2 Extension. Lessee has the option (the "Extension Option") to extend the Initial Term for 3 consecutive additional terms of 5 years each (each an "Extended Term") by delivering to Lessor, no later than 90 days before the expiration of the Initial Term or Extended Term (as the case may be), written notice of Lessee's election to extend the Initial Term or Extended Term (as the case may be) (the "Notice of Extension"). Giving of the Notice of Extension is sufficient to make this Lease binding for the applicable Extended Term. The Extended Term will commence on the day immediately following the expiration of the Initial Term or Extended Term (as the case may be). The terms and conditions for each Extended Term will be identical with the Initial Term, except that monthly rent for the applicable Extended Term will be equal to the rent for the last month of the Initial Term or Extended Term (as the case may be) increased by 3%. For purposes of this Lease, the term "Lease Term" means the Initial Term and all extensions or renewals thereof.

1.3 Possession. Lessee's right to possession of the Building shall commence on the Commencement Date.

Section 2. Rent

2.1 Monthly Rent. Subject to the terms and conditions contained in this Lease, Lessee's rent shall be \$500.00 per month. Lessee's rent payment obligation shall commence on January 1, 2020 and continue thereafter on the first day of each subsequent month for the duration of this Lease. Any payment received later than the 10th day of the month will be deemed late.

2.2 Rental Credit.

2.2.1 Lessee will receive a rental credit of \$500.00 for certain improvements Lessee made to the Building prior to the Effective Date (which will be applied to Lessee's January 1, 2020 rent payment), which improvements Lessor has approved and accepted in all respects. In consideration of Lessee's completion of the Improvements (as defined below), Lessee will receive a credit against rent payable under this Lease in an amount not exceeding \$35,000.00 (the "Rental Credit"). Lessor will apply the Rental Credit against rent becoming due under this Lease until the Rental Credit is fully credited against rent (exhausted), at which time Lessee will pay rent in accordance with Section 2.1 of this Lease.

2.2.2 If the entire Rental Credit has not been exhausted prior to (a) the expiration of this Lease, or (b) earlier termination of this Lease due to Lessor's default under Section 12.2 and/or the Building's damage or destruction under Section 8, Lessor will reimburse (pay) Lessee the then-remaining Rental Credit within 30 days after the expiration or earlier termination; provided, however, if Lessee does not extend the Lease Term after the Initial Term (and such decision not to extend the Lease Term after the Initial Term is not due to Lessor's default under Section 12.2 and/or the Building's damage or destruction under Section 8), Lessor will not be required to pay Lessee any then-remaining Rental Credit. Lessor and Lessee each acknowledge that Lessee's completion of the Improvements, and Lessor's provision of the Rental Credit, is based upon the parties' mutual understanding and expectation that each party will (y) timely and faithfully perform their respective obligations under this Lease, and (z) the Lease will remain in full force and effect for at least the Initial Term.

Section 3. Use of the Building

3.1 Transportation Operations. Lessee may use the Building for its general transportation operations and all lawful purposes related or incidental thereto. Lessor will defend Lessee's right to quiet enjoyment of the Building from all persons during the Lease Term.

3.2 Hazardous Substances. Lessee shall not cause or permit any Hazardous Substances (as defined below) to be spilled, leaked, disposed of, or otherwise released on

or under the Building. Lessee shall comply with all Environmental Laws (as defined below) and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Building. On the expiration or earlier termination of this Lease, Lessee shall remove all Hazardous Substances from the Building which Lessee placed on the Building during the Lease Term. The term "Environmental Law(s)" shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety, or the environment. The term "Hazardous Substance(s)" shall mean any hazardous, toxic, infectious, or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. Lessor represents and warrants to Lessee that to the best of Lessor's knowledge no Hazardous Substances are located on or about the Building.

3.3 Compliance with Laws. Both parties will give prompt notice to the other of any notice it receives of the violation of any law or requirement of any public authority with respect to the Building or the use or occupancy thereof. Lessee will, at Lessee's expense, comply with all laws and requirements of any public authorities ("Laws") that, in respect of the Building or Lessee's use and occupancy thereof, or the abatement of any nuisance in, on, or about the Building, impose any violation, order, or duty on Lessor or Lessee, arising from (a) Lessee's use of the Building, (b) the manner of conduct of Lessee's business or operation of its installations, equipment, or other property therein, (c) any cause or condition created by or at the instance of Lessee, or (d) breach of any of Lessee's obligations hereunder.

3.4 ADA Compliance. Lessor and Lessee acknowledge that the provisions of the Americans with Disabilities Act (the "ADA") allow allocation of responsibility for compliance with the terms and conditions of the ADA in this Lease. Responsibility for compliance with the ADA is allocated as set forth in this Section 3.4. Lessee is responsible for compliance with the applicable provisions of the ADA with respect to all Lessee improvements completed to the Building after the Commencement Date, except that Lessor represents and warrants that any improvements designed by Lessor's representative and installed by Lessor or its contractors under this Lease will conform to the requirements of the ADA in effect as of the date of substantial completion of the work. Lessor is responsible for compliance with the provisions of Title III of the ADA with respect to the exterior of the Building, including, without limitation, all sidewalks, walkways, and entrances. Neither Lessor nor Lessee is obligated to supervise, monitor, or otherwise review the compliance activities of the other. References in this Lease to "Laws" are deemed to include the ADA. Lessor represents and warrants that, to the best of Lessor's knowledge, the Building complies with all Laws (including the ADA) as of the Commencement Date.

3.5 Indemnity Regarding Legal Violations. Lessee will indemnify and hold harmless Lessor, and its officers, agents, and employees, from and against any and all claims arising from or in connection with the violation of Laws, including but not limited to the ADA and Environmental Laws, occurring in, at, or about the Building which are due to the acts or omissions of Lessee or its officers, agents, and employees, together with all

costs, expenses, and liabilities incurred or in connection with each such claim, action, proceeding, or appeal, including, without limitation, all attorney fees and expenses. Lessor will indemnify and hold harmless Lessee, and its officers, agents, and employees, from and against any and all claims arising from or in connection with the violation of Laws, including but not limited to the ADA and Environmental Laws, occurring in, at, or about the Building which arose on or before the Commencement Date and/or are due to the acts or omissions of Lessor or its officers, agents, and employees, together with all costs, expenses, and liabilities incurred or in connection with each such claim, action, proceeding, or appeal, including, without limitation, all attorney fees and expenses.

Section 4. Improvements; Repairs and Maintenance

4.1 Building Improvements. Subject to the terms and conditions contained in this Lease, Lessee will make (or cause to be made) those Building improvements identified on the attached Schedule 4.1 in accordance with the schedule provided on Schedule 4.1 (the "Improvements"). Schedule 4.1 contains an improvement cost schedule, which cost schedule will establish the total Rental Credit amount. The Improvements will become part of the Building upon completion and will be the property of Lessor on the earlier termination or expiration of this Lease. Lessee will not remove the Improvements on the earlier termination or expiration of this Lease.

4.2 Lessee Maintenance and Repairs. Lessee will maintain, at Lessee's cost and expense, the Building (including all Building interior glass) in a clean condition and in good order and repair and will preserve the Building, normal wear and tear excepted, and will not commit nor permit waste. To this end, Lessee will have the following maintenance and repair obligations, which Lessee will complete at Lessee's cost and expense:

4.2.1 Repair and maintain all Building interior walls, ceilings, doors, windows, and related hardware, light fixtures, switches, wiring, and plumbing from the point of entry to the Building.

4.2.2 Maintain the Building's interior electrical system and heating and air conditioning system.

4.2.3 Maintain the sidewalks, curbs, parking areas, etc., including, without limitation, sweeping and snow removal.

4.2.4 Any repairs or maintenance necessitated by Lessee's negligence, including repairs and maintenance that would otherwise be Lessor's responsibility under Section 4.3.

4.3 Lessor Maintenance and Repairs. Lessor will perform, at Lessor's cost and expense, the following repair and maintenance obligations:

4.3.1 Repair, maintain, and replace (as necessary or appropriate) the roof and gutters, exterior walls (including painting), load bearing walls, structural members, floor slabs, roll-up doors, and foundation.

4.3.2 Repair the sidewalks, curbs, parking areas, etc., including, without limitation, sweeping and snow removal.

4.3.3 Repair and maintain the exterior water, sewage, gas, and electrical services (if applicable) up to the Building's points of entry.

4.3.4 Repair the Building's plumbing system (including, without limitation, any below-ground plumbing), electrical system (including, without limitation, all electrical panels, fuse boxes, and in-wall circuitry), and HVAC system. Repair, maintain, and replace (as necessary or appropriate) the Building's boilers, lighting facilities, fired or unfired pressure vessels, fire hose connections, fire sprinkler and/or sand pipe and hose, or other automatic fire extinguishing system, including, without limitation, the Building's fire alarm and/or smoke detection systems and equipment.

4.3.5 All other Building repairs, maintenance, replacement, alterations, and/or improvements which Lessee is not expressly required to make under this Lease.

4.4 Inspection of Building. Upon no less than 72 hours' prior notice to Lessee, Lessor shall have the right to inspect the Building at any reasonable time or times to determine the necessity of repair; provided, however, in the case of an emergency, Lessor is permitted to access the Building immediately after providing Lessee notice of Lessor's need to enter the Building due to the emergency. Whether or not such inspection is made, the duty of Lessor to make repairs shall not mature until a reasonable time after Lessor has received from Lessee written notice of the repairs that are required. Notwithstanding anything contained in this Lease to the contrary, any Lessor inspection will be conducted in a manner that does not interfere with Lessee's use of the Building.

Section 5. Alterations

5.1 Alterations Prohibited. Excepting the Improvements, Lessee shall make no improvements or alterations in or to the Building of any kind without first obtaining Lessor's written consent, which consent Lessor will not unreasonably withhold, condition, and/or delay. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

5.2 Ownership and Removal of Alterations. All improvements and alterations performed on or to the Building by either Lessor or Lessee shall be the property of Lessor when installed unless the applicable Lessor's consent or work sheet specifically provides otherwise. Excepting the Improvements (and the improvements Lessee completed prior to the Effective Date), improvements and alterations installed by Lessee shall, at Lessor's

option, be removed by Lessee and the Building restored unless the applicable Lessor's consent or work sheet specifically provides otherwise.

Section 6. Insurance

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

6.2 Building Insurance. Lessor will keep, at Lessor's cost and expense, the Building insured against fire and other risk covered under a standard fire insurance policy with an endorsement for extended coverage. If this Lease is terminated due to the Building's damage or destruction under Section 8.2, Lessor will first apply its insurance proceeds to pay Lessee the then remaining Rental Credit before its expenditure of any insurance proceeds. Lessee will maintain, at Lessee's cost and expense, a policy of fire, extended coverage, vandalism, and malicious mischief insurance insuring Lessee's personal property located in or on the Building.

Section 7. Taxes; Utilities

7.1 Property Taxes. Lessee shall pay as due all taxes on its personal property located in the Building, if any. Lessor shall pay as due all real property taxes and special assessments levied against the Building, if any. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Building, other than taxes on the net income of Lessor or Lessee.

7.2 Utilities and Services. Electrical service is provided to the Building. Except for electrical service, Lessor is not required to furnish to Lessee or the Building any facilities, utilities, or services of any kind whatsoever for the duration of the Lease, such as, but not limited to, water, sanitary sewer, storm sewer, gas, telephone, cable, garbage pickup, or any other utilities or services used by Lessee.

7.3 Payment of Utilities Charges. Lessee shall pay when due all charges for services and utilities incurred in connection with Lessee's use, occupancy, operation, and maintenance of the Building, including (but not limited to) charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services.

Section 8. Damage

8.1 Partial Damage. If the Building is partially damaged and Section 8.2 does not apply, Lessor will, within a reasonable amount of time after the date of damage, repair and restore the Building to as near the same condition as the Building existed prior to such

damage. Repairs will be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Lessor.

8.2 Destruction. If the Building is destroyed or damaged such that the cost of repair or replacement exceeds 50% of the Building's replacement value before damage, either party may elect to terminate this Lease as of the date of damage or destruction by written notice given to the other. In such event, all rights and obligations of the parties will cease as of the date of termination; provided, however, Lessor will reimburse Lessee for the then remaining Rental Credit and any prepaid amounts paid by Lessee and attributable to the remaining anticipated term. If Lessor does not obtain sufficient insurance proceeds to reimburse Lessee for the then remaining Rental Credit, Lessor may pay Lessee the remaining Rental Credit over an installment period not exceeding the lesser of (a) 12 months, or (b) the then remaining balance of the Initial Term. If neither party elects to terminate, Lessor will proceed to restore the Building to substantially the same condition as prior to the damage or destruction. Work will be commenced as soon as reasonably possible and thereafter will proceed without interruption, except for work stoppages on account of labor disputes and matters not within the control of Lessor.

8.3 Rent Abatement. If the Building is partially damaged or destroyed, rent will be abated for the period during which such damage or destruction is being repaired in proportion to the degree to which the Building is untenable.

8.4 Damage Late In Term. If damage or destruction to which Section 8.2 would apply occurs within 6 months prior to the end of the then-current Lease Term, either party may elect to terminate this Lease by written notice given to the other party within 30 days after the date of the damage; provided, however, Lessor will reimburse Lessee for the then remaining Rental Credit and any prepaid amounts paid by Lessee and attributable to the remaining anticipated term.

Section 9. Indemnity

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 the other party, including the other party's officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the performance of this Lease where the loss or claim is attributable to the party's negligent acts or omissions.

Section 10. Estoppel

Either party will, within 10 days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive on the party from whom

the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 11. Assignment and Subletting

Lessee will not assign, transfer, or encumber its interest under this Lease or sublet all or any portion of the Building without having first obtained Lessor's written consent, which consent Lessor will not be unreasonably withhold, condition, or delay. An assignment, transfer, or encumbrance in violation of this Section 11 will constitute a default under Section 12.1.2 of this Lease.

Section 12. Default

12.1 Lessee Default. The occurrence of any one or more of the following events constitutes a default by Lessee under this Lease:

12.1.1 Failure of Lessee to pay rent within 10 days after the date that payment is due.

12.1.2 Failure of Lessee to comply with any term or condition or fulfill any obligation of this Lease (other than the payment of rent under Section 12.1) within 30 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Lessee begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

12.1.3 Failure of Lessee for 20 days or more to occupy the Building for one or more of the purposes permitted under this Lease, unless such failure is excused under other provisions of this Lease.

12.2 Lessor Default. Lessor will be deemed in default under this Lease if Lessor fails to comply with any term or condition or fulfill any obligation of this Lease within 30 days after written notice by Lessee specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Lessor begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

Section 13. Remedies on Default

13.1 Termination. Upon the happening of an event of default under Section 12 of this Lease, Lessor may terminate this Lease, reserving all rights to damages resulting from Lessee's breach. Whether or not Lessor terminates this Lease, Lessor may retake possession of the Building by any legal means including self-help, and any relet or use of the Building by Lessor will not be deemed a surrender or waiver of Lessor's right to

damages. If Lessor retakes possession of the Building, Lessor's mitigation efforts will be deemed sufficient if Lessor follows standard procedures otherwise used by Lessor for locating lessees for the Building and that otherwise complies with the Law. If Lessor retakes possession, Lessor agrees to allow Lessee to remove Lessee's property and allow 20 days to do so. Lessor further agrees to make no claim of interest or ownership in any of Lessee's property stored in the Building.

13.2 Reletting. Following reentry or abandonment, Lessor may relet the Building and in that connection may make any suitable alterations or refurbish the Building, or both, or change the character or use of the Building, but Lessor shall not be required to relet for any use or purpose other than that specified in this Lease or which Lessor may reasonably consider injurious to the Building, or to any lessee that Lessor may reasonably consider objectionable. Lessor may relet all or part of the Building, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, on any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

13.3 Damages. In the event of termination or retaking of possession following default, Lessor shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the Lease Term, the following amounts as damages:

13.3.1 The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, removal of Lessee's property and fixtures, or any other expense occasioned by Lessee's default.

13.3.2 Any excess of the value of the rent and all of Lessee's other obligations under this Lease over the reasonable expected return from the Building for the period commencing on the earlier of the date of trial or the date the Building are relet and continuing through the end of the term.

13.4 Lessor's Right to Cure Defaults. If Lessee fails to perform any obligation under this Lease, Lessor shall have the option to do so if, after 30 days' written notice to Lessee, Lessee fails to commence and diligently prosecute completion of the subject obligation. All of Lessor's expenditures to correct the default shall be reimbursed by Lessee on demand. Such action by Lessor shall not waive any other remedies available to Lessor because of the default.

13.5 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Lessor under applicable law.

Section 14. Surrender at Expiration

On expiration of the Lease Term or earlier termination on account of Lessee's default, Lessee shall deliver all keys to Lessor and surrender the Building in the same condition as received on the Commencement Date (excepting the Improvements and the

improvements Lessee completed prior to the Effective Date) and broom clean, reasonable wear and tear excepted. Alterations constructed by Lessee with permission from Lessor shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Building are leased shall be excepted but repairs for which Lessee is responsible shall be completed to the latest practical date before such surrender. Lessee's obligations under this Section 14 shall be subordinate to the provisions of Section 8 relating to damage and destruction.

Section 15. Arbitration

15.1 Disputes to Be Arbitrated.

15.1.1 If any claim, dispute, and/or controversy arising out of or related to this Lease occurs (a "Dispute"), Lessor and Lessee will exert their best efforts to seek a fair and prompt negotiated resolution of the Dispute. In an effort to reach a fair and prompt negotiated resolution, the parties will meet at least once in-person in Condon, Oregon to discuss and seek resolution. During the negotiated resolution process (including the in-person meeting), each party will treat the other party in a professional and respectful manner and will work cooperatively with the other party toward a prompt and mutually acceptable resolution.

15.1.2 If the Dispute is not resolved by negotiated resolution within 30 days, the Dispute will be settled by binding arbitration before a single arbitrator in Condon, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, Lessor and Lessee will each designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of real estate law. The arbitration will be conducted in accordance with the then-current rules of the Arbitration Service of Portland, Inc. The resolution of any controversy or claim as determined by the arbitrator will be binding on the parties and judgment upon the award rendered may be entered in any court having jurisdiction. A party may seek a court order to compel arbitration, or any other interim relief or provisional remedies, pending an arbitrator's resolution of any controversy or claim. The prevailing party in the arbitration will be entitled to recover from the other party all expenses incurred in connection with the arbitration, including attorney fees and costs.

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision. The acceptance of a late payment of rent shall not waive the failure to perform an obligation under this Lease except for the failure to pay the rent so accepted when due and shall not affect Lessor's remedies for failure to perform such other obligations.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this Lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this Lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Lessee's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Recordation. This Lease shall not be recorded without the written consent of Lessor.

16.6 Entry for Inspection. Lessor shall have the right to enter on the Building at any time to determine Lessee's compliance with this Lease, to make necessary repairs to the Building, or to show the Building to any prospective Lessee or purchaser, and in addition shall have the right, at any time during the last 2 months of the term of this Lease, to place and maintain on the Building notices for leasing or selling of the Building. Any Lessor inspection, performance of repairs, or showing to a prospective lessee or purchaser will be conducted in a manner that does not interfere with Lessee's use of the Building.

16.7 Proration of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Lessee or paid on its account.

16.8 Time of Essence. Time is of the essence of the performance of each of Lessee's obligations under this Lease.

16.9 Amendments. This Lease may be amended only by an instrument in writing executed by all the parties, which writing must refer to this lease.

16.10 Construction. The captions used in this Lease are provided for convenience only and will not affect the meaning or interpretation of any provision of this Lease. All references in this Lease to "Section" or "Sections" without additional identification refer to the Section or Sections of this Lease. All words used in this Lease will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Lease, they will be deemed to be followed by the words "without limitation."

16.11 Governing Law. This Lease will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

16.12 Severability. If any provision of this Lease is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Lease will not be impaired in any way.

16.13 Counterparts. This Lease may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

16.14 Facsimile Signatures. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, will be the same as delivery of an original. At the request of any party, the parties will confirm facsimile transmitted signatures by signing an original document.

Lessor:

Lessee:

CITY OF CONDON

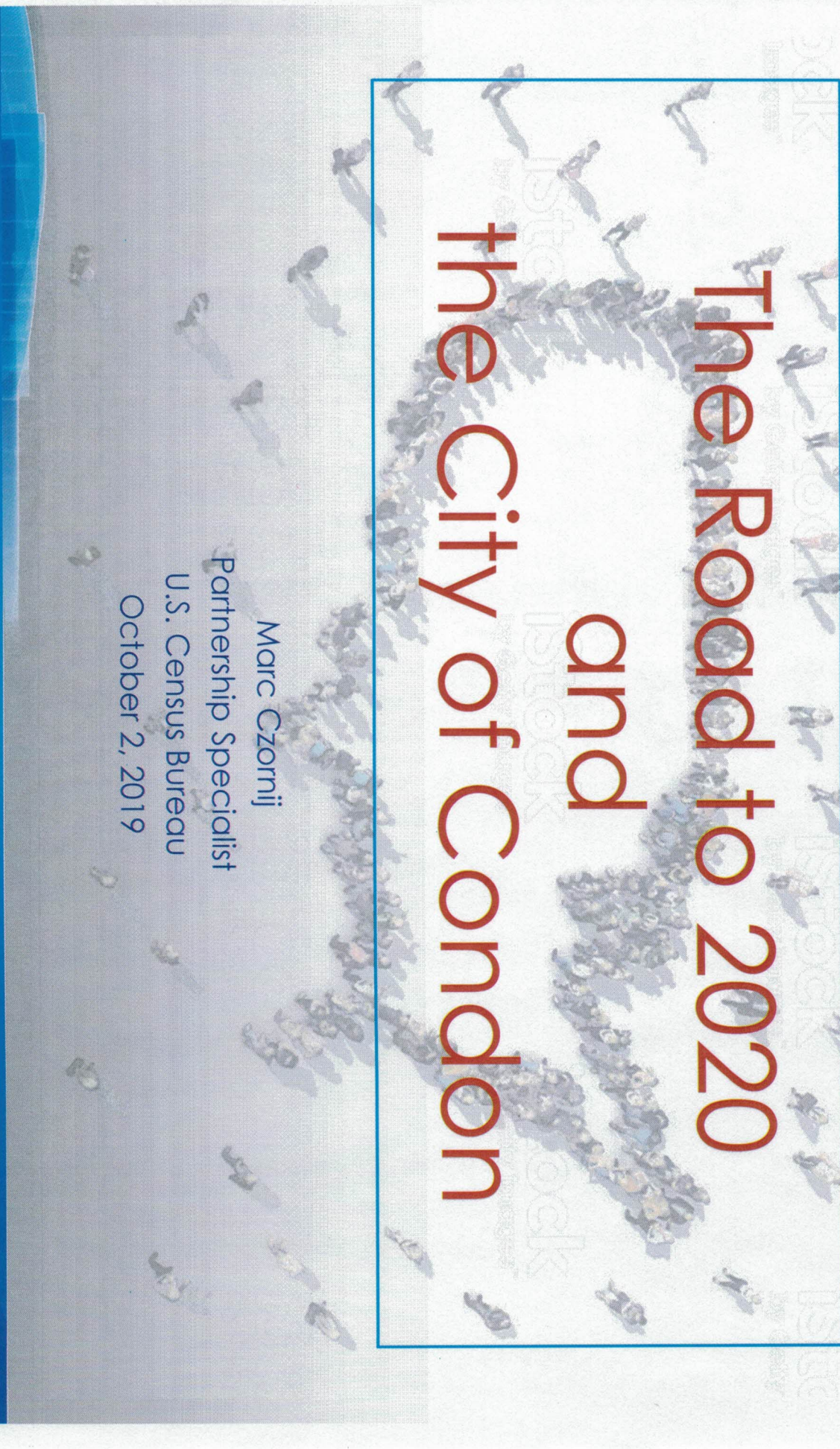
GILLIAM COUNTY

By: _____
Its: _____

By: _____
Its: _____

Schedule 4.1
Building Improvements

[attached]



The Road to 2020 and the City of Condon

Marc Czornij

Partnership Specialist

U.S. Census Bureau

October 2, 2019

Oregon Partnership Specialists

Increase participation in the 2020 Census of those who are less likely to respond or are often missed.

- Educate people about the 2020 Census and foster cooperation with enumerators.
- Encourage community partners to motivate people to self-respond.
- Engage grassroots organizations to reach out to hard to count groups and those who aren't motivated to respond to the national campaign.

2020 Census



Count everyone once, only once, and in the
right place.

Why We Do a Census

- Article 1, Section 2 of the U.S. Constitution:
The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.
- Key purpose is apportioning the US House of Representatives

Why the Census Matters



- Congressional representation
- Apportionment & redistricting



- \$675 billion distributed in fiscal year '15
- Based on population



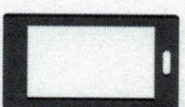
- \$13.5 billion to Oregon in fiscal year '16
- Approx. \$3,200 per Oregonian counted*

Our Challenge

- By September 2020, throughout the U.S., we will count approximately 330 million people living in 140 million housing units in order to obtain a complete and accurate count.
- In Oregon, using July 2018 estimates, we expect there are 4.2 million people living in 1.8 million housing units that will need to be counted.

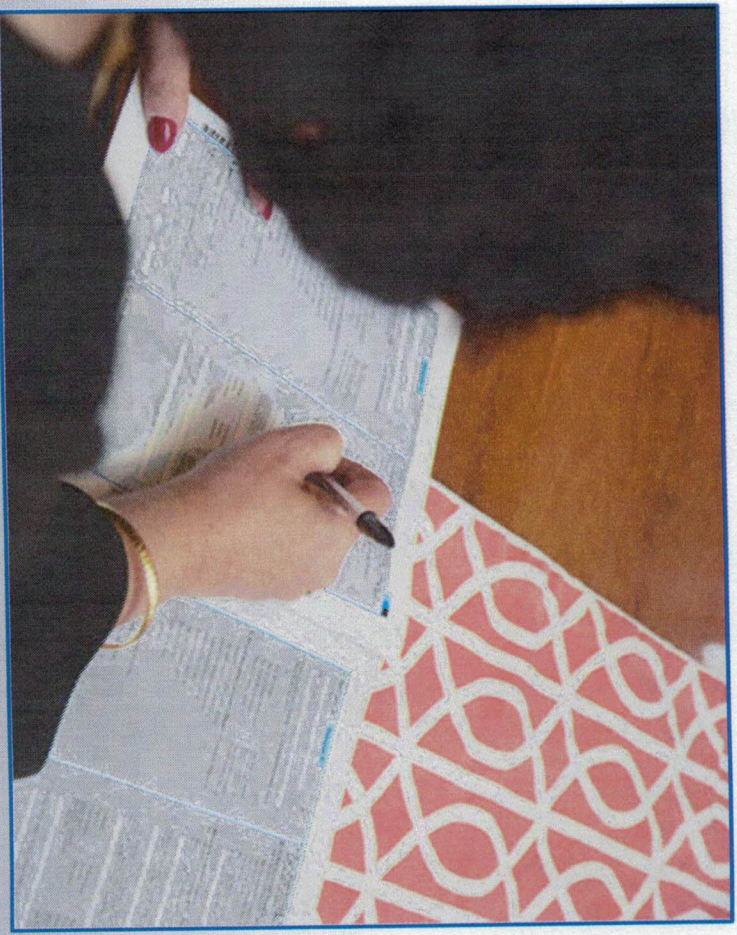
Self-Response Begins March 12, 2020

- Internet
- Phone
- Paper
- In-person



What We Ask

1. Address
2. Phone number
3. Count of each person at the address
4. Name
5. Gender
6. Age and date of birth
7. Race
8. Hispanic, Latino or Spanish origin
9. Whether someone lives somewhere else
10. Relationship

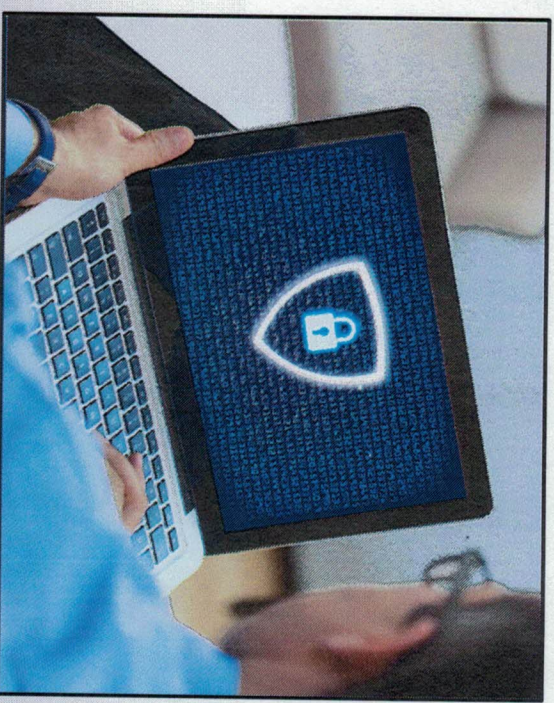


Languages

Internet Self-Response	Paper Form	Paper Form Help	Enumerators & Mailed Items	Language Card and Guides
English Spanish Chinese (Simp.) Vietnamese Korean Russian Arabic Tagalog Polish French Haitian Creole Portuguese Japanese	English Spanish	13 languages Plus TDD	English Spanish	59 languages Plus ASL Plus Braille Plus Large Print

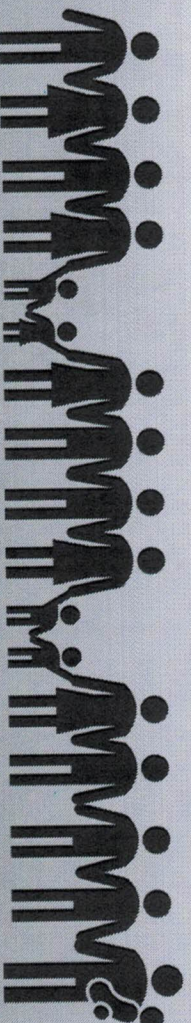
Privacy & Confidentiality

- Only aggregate data reported
- Prohibited by law from releasing personal information to any person or organization (U. S. Code Title 13)
- Life-time oath by all Census Bureau employees
- Penalties for wrongful disclosure: up to 5 years imprisonment and/or a fine of \$250,000



Hard-to-Count Populations

- Foreign-born/Immigrants
- Children younger than 5
- Seniors
- People Experiencing Homelessness
- Migrant Workers
- Renters
- Internet Concerns
- People of Color
- Low Income

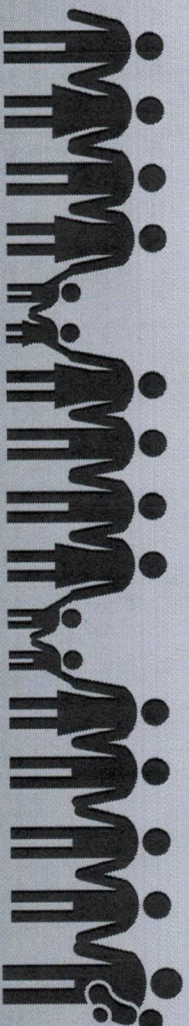


Post Office Boxes

The Census Bureau only delivers materials to physical addresses.

Issues:

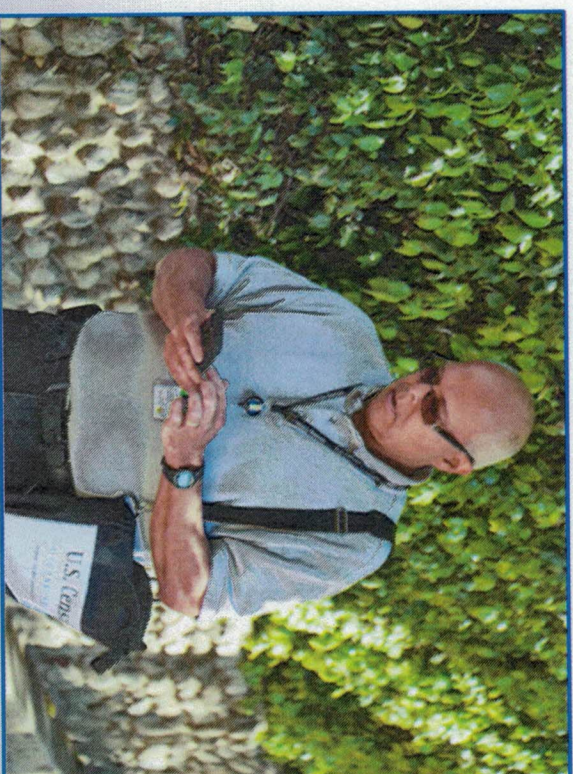
- Awareness of self-response methods
- Knowledge of how to seek assistance
- Increase likelihood of at-home visit



How You Can Help

Recruitment

- Great pay (\$14.50-\$16.00/hr)
- Flexible hours
- Weekly pay
- Paid training
- Accepting applications now
- 2020census.gov/jobs



Contact Information

Marc Czornij
Partnership Specialist
U.S. Census Bureau
971-409-9291
marc.r.czornij@2020census.gov

References

Slide 5: https://gwipp.gwu.edu/sites/g/files/zaxdzs2181/t/downloads/IPP-1819-3%20CountingforDollars_OR.pdf
Slide 6: factfinder.census.gov

RESOLUTION 2020-03
CITY OF CONDON GENERAL FEE RESOLUTION

REPEALING RESOLUTUION 2018-03

WHEREAS, the City of Condon has reviewed the miscellaneous fees charged by the City of Condon,

THEREFORE, BE IT RESOLVED by the governing body of the City of Condon establishes the following rates for miscellaneous fees to be effective November 6, 2019:

TITLE V – PUBLIC WORKS

- **WATER – Chapter 50**
 - **Account Deposit - \$75.00.** Deposit is waived if a reference letter is received from the last water/sewer utility is received **and** sign up for ACH payment **11-6-2019**
 - **Connection Fee -- \$25.00**
 - **Door Hanger Fee – \$10.00 5-1-2013**
 - **Water Rate Inside City Limits - \$30.30.** First 3,000 gallons. **7-1-2016**
 - **Water Rate Greater than 3,000 In City Limits - \$1.25. 11-6-2019**
 - **Water Rate Outside City Limits - \$42.40.** First 3,000 gallons. **7-1-2016**
 - **Water Rate Greater than 3,000 Gallons Outside City Limits - \$1.50. 11-6-2019**
 - **Industrial Use/Bulk Water - \$5.00 per 1,000 gallons. 11-6-2019**
 - **Connection to City Water System:**
 - **¾" Connection - \$1,200 + any time and materials over this amount. 11-6-2019**
 - **1" Connection - \$1400+ any time and materials over this amount. 11-6-2019**
 - **1 ½" Connection - \$3,300+ any time and materials over this amount. 11-6-2019**
 - **2" Connection - \$3,500+ any time and materials over this amount.**
 -
- **SEWER – Chapter 51**
 - **Account Deposit - \$75.00** Deposit is waived if a reference letter is received from the last water/sewer utility is received **and** sign up for ACH payment **11-6-2019**
 - **Sewer Rate - \$45.00 per Equivalent Dwelling Unit 11-6-2019**
 - **Sewer Reserve - \$1.00 per Equivalent Dwelling Unit**
 - **Sewer Connection to City System - \$700+ any time and materials over this amount. (Sewer is only inside of City Limits) 11-6-2019**
- **GARBAGE & REFUSE – Chapter 52 – TRANSFER STATION**
 - **Cubic Yard - \$6.00. 06-07-2017**
 - **Cubic Yard for Unsecured Loan - \$12.00 06-07-2017**
 - **Appliances with Freon (Freezers/Refrigerator) - \$10.00 06-01-2015**
 - **Grocery Bag - \$0.50 06-07-2017**
 - **White Tall Kitchen Garbage Bag - \$1.00 06-07-2017**
 - **30-Gallon Garbage Can - \$2.50 06-07-2017**
 - **Black Garbage Bag - \$2.00**

- **Unscheduled Use of Transfer Station, Including Burn Pile - \$20 plus cost of garbage.**
- **Unallowable Dumping in Burn Pile - \$100.00**

TITLE IX – GENERAL REGULATIONS

- **MUNICIPAL GOLF COURSE – Chapter 94**
 - **Golf Shed - \$130 with Membership/\$250 without Membership.**
 - **Membership**
 - **Single - \$170.**
 - **Family - \$250.** Immediate family only. 7-1-2010
 - **Associate - \$75.** Live outside of Condon SD Boundaries. 7-1-2008
 - **Student - \$50.** Grade School students, with supervision of adult may play free Tuesday & Thursdays.
 - **Reciprocal with Kinzua - \$50**
 - **Reciprocal with Heppner - \$50.**
 - **Course Closure - \$300 a day.** Any scheduled tournament requires group to close course
 - **Green Fees - \$10 Nine Holes; \$15 All Day.**
 - **Green Fees through Local Transient Tax Entities - \$13 All Day/ \$8 Nine Holes**
 - **Pull Cart Rental - \$1.**

TITLE IX – BUSINESS REGULATIONS

- **Peddlers & Solicitors – Chapter 110**
 - **Solicitor License 7-1-2008**
 - **Week License - \$25**
 - **Month License - \$50**
 - **Year License - \$200**
- **Entertainment – Chapter 111**
 - **Social Gaming License - \$100**
- **??? ROW**

TITLE XV – LAND USE

- **Plot Plan Review/Building Codes Sign Off Filing Fee - \$50**
- **Annexation of Additional Land by the City Filing Fee - \$150**
- **Comprehensive Plan Amenddment Filing Fee - \$15-**
- **Zone Map Change Filing Fee - \$150**
- **Conditional Use Permit Filing Fee - \$150.**
- **Minor Partition Filing Fee - \$150.**
- **Street Vacation Filing Fee - \$150.**
- **Subdivision Filing Fee - \$150.**
- **Historical District User Filing Fee if Hearing Required - \$150.**
- **Historical District User Filing Fee – Administrative Decision - \$50.**
- **Variance Request Filing Fee - \$150.**
- **Energy Facilities Filing Fee - \$150.**
- **General Land Use Applications and Permits Filing Fee - \$150.**
- **Appeals to the City Councilor or Planning Commission Filing Fee - \$150.**
- **Preparation of transcripts; actual costs not to exceed \$500.**

- **If appellant prevails at a hearing or an appeal, the transcript fee shall be refunded. ORS 227.180.**

In addition to the filing fee, the applicant will be billed for administration costs including materials and consultants not to exceed \$1,000 unless the applicant reviews and approves the estimated costs exceeding \$1,000. Costs include, but are not limited to advertising, mailings, legal counsel, planning consultant and engineering costs identified with specific land use request.

The above fees may be waived or reduced at the discretion of the Condon City Council upon finding it would be in the public interest to do so.

MISCELLANEOUS FEES

- **Swimming Pool**
 - **Season Pass Family - \$60.**
 - **Season Pass Individual - \$30**
 - **Daily Pass - \$1**
 - **Lessons Public– 2 weeks - \$40**
 - **Lessons – Private – 1 week - \$50**
 - **Classes – Water Exercise with Season Pass - \$30**
 - **Classes – Water Exercise without Season Pass - \$50**
- **Equipment Rental – All Equipment must be rented with City Staff as Operator. Hourly rates without Operator are for Grant Purposes only**
 - **Chevrolet One Ton - \$27.50 per Hr/\$75 per Hr with Operator**
 - **Chevrolet Pickup - \$27.50 per Hr/\$75 per Hr with Operator**
 - **Backhoe - \$65 per Hr/ \$120 per Hr with Operator**
 - **Dump Truck 5 Yard - \$55 per Hr/\$100 per Hr with Operator**
 - **Dump Truck 10 Yard - \$82.50 per Hr/\$125 per Hr with Operator**
 - **Mini Excavator - \$55 per Hr/ \$100 per Hr with Operator**
 - **Sewer Jet - \$150 per Hr with Operators + Travel costs incurred**
 - **Excavator - \$160 per Hr/ \$220 per Hr with Operators**
 - **Excavator with Hammer - \$200 per Hr/\$250 per Hr with Operators**
 - **Plate Compactor - \$82.50 per Day**
 - **Cut Off Saw - \$85 per Day – No Staff Required**
 - **Walk Behind Cut Off Saw - \$125 per Day or \$65 ½ Day – No Staff Required**
 - **Locator - \$100 per Day – No Staff Required**
 - **Metal Detector - \$55 per Day – No Staff Required**

All City equipment will be rented with city operators (unless otherwise noted) and must be pre-approved by the Public Works Department. Non-operator costs of machinery are for informational purposes only. All travel will be reimbursed at the current IRS travel rate.

- **Other/Miscellaneous**
 - **Photocopies - \$25 per page**
 - **Liquor License Recommendations/Approvals - \$10**
 - **Insufficient Fund Charge - \$25**
 - **Memorial Hall Rent no Kitchen - \$75 per day**

- **Memorial Hall Rent with Kitchen - \$100 per day**
- **Lien Charge – City Lien on Private Property - \$150 when Recorded and \$150 fee for removal of Lien**
- **Abatement Costs – Time & Material to Abate with a \$150 Minimum – Property Nuisance or Court Order**
- **Dog License – Spay or Neutered \$5; if not \$10**
- **Redeem Impounded Dog – Cost at Local Shelter**
- **Staff Time – Secretarial or Clerical - \$\$20 per Hr**
- **Staff Time – Professional or Technical - \$50 per Hr**

Passed and adopted this 6th day of November 2019 with Councilors voting as follows:

Ayes _____ Nays _____ Absentions _____ Absent _____

Mayor Jim Hassing

Date

ATTEST:

Kathryn Greiner, City Administrator

Date

LEASE AGREEMENT

Between
Condon School District 25J
and
The City of Condon

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

RECITALS

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. **Term.**
 - a. **Initial Term.** This Lease shall commence on October 1, 2019. The term of this Lease shall be for a period of **1 (one)** year and shall terminate on September 30, 2020.
- 2. **Rent.** Lessee shall pay Lessor \$1.00 each year for use of the Real Property.
- 3. **Use of Premises.**
 - a. Lessee agrees that:
 - i. Lessee is leasing the Real Property for the purpose utilizing the pool facilities.
 - ii. Lessee shall not make any unlawful or offensive use of the Real Property and shall comply all relevant state and federal statutes, ordinances, rules, regulations and laws now in effect or hereafter enacted.
 - b. Lessor agrees that:
 - i. Lessor will not take any action which interferes with Lessee’s lawful use of the Real Property.
- 4. **Maintenance of the Real Property.** Lessee shall be responsible to maintain the Real Property in good condition and suitable for the purposes of this Lease as outlined herein.

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

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

10. Property and Liability Insurance.

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

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

12. Default.

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

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

13. Termination.

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

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

Lessor: Condon School District

210 E Bayard St.

Condon, OR 97823

Lessee: City of Condon

P.O. Box 445

Condon, OR 97823

15. Fiscal.

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

16. Quiet Enjoyment

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

17. Severability Clause

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

18. Attorney Fees and Court Costs

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

19. Signatures.

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

Signature, Authorized Representative
Condon School District 25J

Signature, Authorized Representative
City of Condon

Date

Date



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

July 30, 2019

Gilliam County Court
PO Box 427
Condon, OR 97823-0427

Dear Judge Farrar and Commissioners Wetherell & Wilkins:

The City of Condon requests \$46,328.29 for reimbursement for swimming pool operations from July 1, 2018 – June 30, 2019. The total expenses were \$54,041.17 less the revenue of \$7,712.88 for net request of \$46,328.29. This reimbursement does not include any City of Condon administrative or Public Works cost to operate the swimming pool. These costs may include repairs, payroll, accounts payable, ordering and managerial support.

Shellie Johnson, pool manager and eight part-time lifeguards are hired to operate the swimming pool for the current season. Shellie has done a fantastic job of providing swim lessons for children in Gilliam and Wheeler Counties, water aerobics classes, adult morning swim time and several teen nights.

Thank you for your continued support of the Condon Community Pool. If you have any questions, please contact me.

Sincerely,

Kathryn Greiner
City Administrator

Enclosures

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
09/30/2018	AP	39	MORROW COUNTY GRAIN GROW.		444.64		
			10/31/2018 (10/18) Period Totals and Balance		918.81 *	.00 *	3,640.55
10/23/2018	AP	22	COLUMBIA BASIN ELECTRIC		480.08		
			11/30/2018 (11/18) Period Totals and Balance		480.08 *	.00 *	4,120.63
11/20/2018	AP	19	COLUMBIA BASIN ELECTRIC		185.42		
			12/31/2018 (12/18) Period Totals and Balance		185.42 *	.00 *	4,306.05
12/21/2018	AP	14	COLUMBIA BASIN ELECTRIC		41.88		
			01/31/2019 (01/19) Period Totals and Balance		41.88 *	.00 *	4,347.93
01/23/2019	AP	19	COLUMBIA BASIN ELECTRIC		42.16		
			02/28/2019 (02/19) Period Totals and Balance		42.16 *	.00 *	4,390.09
02/20/2019	AP	18	COLUMBIA BASIN ELECTRIC		41.33		
			03/31/2019 (03/19) Period Totals and Balance		41.33 *	.00 *	4,431.42
03/25/2019	AP	15	COLUMBIA BASIN ELECTRIC		42.62		
			04/30/2019 (04/19) Period Totals and Balance		42.62 *	.00 *	4,474.04
04/24/2019	AP	21	COLUMBIA BASIN ELECTRIC		41.69		
			05/31/2019 (05/19) Period Totals and Balance		41.69 *	.00 *	4,515.73
05/24/2019	AP	20	COLUMBIA BASIN ELECTRIC		42.24		
05/31/2019	AP	48	MORROW COUNTY GRAIN GROW.		55.00		
			06/30/2019 (06/19) Period Totals and Balance		97.24 *	.00 *	4,612.97
06/25/2019	AP	15	COLUMBIA BASIN ELECTRIC		419.88		
06/30/2019	AP	36	MORROW COUNTY GRAIN GROW.		1,900.44		
			06/30/2019 (13/19) Period Totals and Balance		2,320.32 *	.00 *	6,933.29

YTD Encumbrance .00 YTD Actual 6,933.29 Total 6,933.29 YTD Budget 8,000.00 Unexpended 1,066.71

REPAIR & MAINTENANCE				07/01/2018 (00/18) Balance	001-325-600300		.00
07/30/2018	AP	43	JAMIESON & MARSHALL		719.40		
08/01/2018	AP	76	GMW INDUSTRIES, INC.		1,980.00		
			08/31/2018 (08/18) Period Totals and Balance		2,699.40 *	.00 *	2,699.40
05/31/2019	AP	36	JAMIESON & MARSHALL		369.45		
05/23/2019	AP	125	THE POOL AND SPA HOUSE		886.00		
06/15/2019	AP	127	THE POOL AND SPA HOUSE		118.00		
			06/30/2019 (06/19) Period Totals and Balance		1,373.45 *	.00 *	4,072.85
06/24/2019	AP	53	GMW INDUSTRIES, INC.		340.00		
			06/30/2019 (13/19) Period Totals and Balance		340.00 *	.00 *	4,412.85

YTD Encumbrance .00 YTD Actual 4,412.85 Total 4,412.85 YTD Budget 5,000.00 Unexpended 587.15

Number of Transactions: 77 Number of Accounts: 000

Total GENERAL FUND:

Number of Transactions: 77 Number of Accounts: 000

Grand Totals:

000

0 * 00

2019-20 Expenses 54,041.17 +
Revenue 7,712.88 -
Request 46,328.29 *

000

0 * 00

Debit	Credit	Proof
54,610.24	569.07-	54,041.17
Debit	Credit	Proof
54,610.24	569.07-	54,041.17

Expenses

Report Criteria:

Actual Amounts
All Accounts
Summarize Payroll Detail
Print Period Totals
Print Grand Totals
Page and Total by Fund
All Segments Tested for Total Breaks
[Report].Account Number = "001325500000"-001325700000"

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
SWIMMING POOL MANAGER							
			07/01/2018 (00/18) Balance	001-325-500160			.00
			06/30/2019 (13/19) Period Totals and Balance		.00 *	.00 *	.00
YTD Encumbrance		.00 YTD Actual	.00 Total	.00 YTD Budget	7,700.00 Unexpended	7,700.00	
LIFEGUARDS							
			07/01/2018 (00/18) Balance	001-325-500170			.00
07/31/2018	PC	21	PAYROLL TRANS FOR 7/31/2018 PAY PERIO		11,395.09		
			07/31/2018 (07/18) Period Totals and Balance		11,395.09 *	.00 *	11,395.09
08/31/2018	PC	19	PAYROLL TRANS FOR 8/31/2018 PAY PERIO		10,056.71		
			08/31/2018 (08/18) Period Totals and Balance		10,056.71 *	.00 *	21,451.80
09/28/2018	PC	19	PAYROLL TRANS FOR 9/28/2018 PAY PERIO		800.00		
09/28/2018	PC	20	PAYROLL TRANS FOR 9/28/2018 PAY PERIO		522.11		
09/28/2018	PC	21	PAYROLL TRANS FOR 9/28/2018 PAY PERIO			522.11-	
			09/30/2018 (09/18) Period Totals and Balance		1,322.11 *	522.11- *	22,251.80
05/31/2019	PC	21	PAYROLL TRANS FOR 5/31/2019 PAY PERIO		2,000.00		
			05/31/2019 (05/19) Period Totals and Balance		2,000.00 *	.00 *	24,251.80
06/28/2019	PC	21	PAYROLL TRANS FOR 6/28/2019 PAY PERIO		5,476.23		
			06/30/2019 (06/19) Period Totals and Balance		5,476.23 *	.00 *	29,728.03
			06/30/2019 (13/19) Period Totals and Balance		.00 *	.00 *	29,728.03
YTD Encumbrance		.00 YTD Actual	29,728.03 Total	29,728.03 YTD Budget	26,000.00 Unexpended	(3,728.03)	
SOCIAL SECURITY/EMPLOYER							
			07/01/2018 (00/18) Balance	001-325-504100			.00
07/31/2018	PB	49	PAYROLL TRANS FOR 7/31/2018 PAY PERIO		871.72		
			07/31/2018 (07/18) Period Totals and Balance		871.72 *	.00 *	871.72
08/31/2018	PB	46	PAYROLL TRANS FOR 8/31/2018 PAY PERIO		769.33		
			08/31/2018 (08/18) Period Totals and Balance		769.33 *	.00 *	1,641.05
09/28/2018	PB	45	PAYROLL TRANS FOR 9/28/2018 PAY PERIO		61.20		
			09/30/2018 (09/18) Period Totals and Balance		61.20 *	.00 *	1,702.25
05/31/2019	PB	45	PAYROLL TRANS FOR 5/31/2019 PAY PERIO		153.00		
			05/31/2019 (05/19) Period Totals and Balance		153.00 *	.00 *	1,855.25
06/28/2019	PB	45	PAYROLL TRANS FOR 6/28/2019 PAY PERIO		418.93		
			06/30/2019 (06/19) Period Totals and Balance		418.93 *	.00 *	2,274.18
			06/30/2019 (13/19) Period Totals and Balance		.00 *	.00 *	2,274.18
YTD Encumbrance		.00 YTD Actual	2,274.18 Total	2,274.18 YTD Budget	2,750.00 Unexpended	475.82	
HEALTH INSURANCE							
			07/01/2018 (00/18) Balance	001-325-504300			.00
			06/30/2019 (13/19) Period Totals and Balance		.00 *	.00 *	.00
YTD Encumbrance		.00 YTD Actual	.00 Total	.00 YTD Budget	.00 Unexpended	.00	
LIFE INSURANCE							
			07/01/2018 (00/18) Balance	001-325-504500			.00
			06/30/2019 (13/19) Period Totals and Balance		.00 *	.00 *	.00
YTD Encumbrance		.00 YTD Actual	.00 Total	.00 YTD Budget	.00 Unexpended	.00	

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
LTD			07/01/2018 (00/18) Balance	001-325-504600			.00
			06/30/2019 (13/19) Period Totals and Balance		.00 *	.00 *	.00
YTD Encumbrance		.00 YTD Actual	.00 Total	.00 YTD Budget	.00 Unexpended	.00	
UNEMPLOYMENT			07/01/2018 (00/18) Balance	001-325-504700			.00
07/31/2018	PB	50	PAYROLL TRANS FOR 7/31/2018 PAY PERIO		102.56		
			07/31/2018 (07/18) Period Totals and Balance		102.56 *	.00 *	102.56
08/31/2018	PB	47	PAYROLL TRANS FOR 8/31/2018 PAY PERIO		90.50		
			08/31/2018 (08/18) Period Totals and Balance		90.50 *	.00 *	193.06
09/28/2018	PB	46	PAYROLL TRANS FOR 9/28/2018 PAY PERIO		7.20		
			09/30/2018 (09/18) Period Totals and Balance		7.20 *	.00 *	200.26
05/31/2019	PB	46	PAYROLL TRANS FOR 5/31/2019 PAY PERIO		28.00		
			05/31/2019 (05/19) Period Totals and Balance		28.00 *	.00 *	228.26
06/28/2019	PB	46	PAYROLL TRANS FOR 6/28/2019 PAY PERIO		76.67		
			06/30/2019 (06/19) Period Totals and Balance		76.67 *	.00 *	304.93
			06/30/2019 (13/19) Period Totals and Balance		.00 *	.00 *	304.93
YTD Encumbrance		.00 YTD Actual	304.93 Total	304.93 YTD Budget	500.00 Unexpended	195.07	
WORKERS' COMPENSATION			07/01/2018 (00/18) Balance	001-325-504800			.00
07/01/2018	AP	11	CITY/COUNTY INSURANCE		1,379.73		
07/31/2018	PB	48	PAYROLL TRANS FOR 7/31/2018 PAY PERIO		16.32		
			07/31/2018 (07/18) Period Totals and Balance		1,396.05 *	.00 *	1,396.05
08/31/2018	PB	45	PAYROLL TRANS FOR 8/31/2018 PAY PERIO		15.11		
			08/31/2018 (08/18) Period Totals and Balance		15.11 *	.00 *	1,411.16
09/28/2018	PB	44	PAYROLL TRANS FOR 9/28/2018 PAY PERIO		.17		
			09/30/2018 (09/18) Period Totals and Balance		.17 *	.00 *	1,411.33
05/31/2019	PB	44	PAYROLL TRANS FOR 5/31/2019 PAY PERIO		.66		
			05/31/2019 (05/19) Period Totals and Balance		.66 *	.00 *	1,411.99
06/28/2019	PB	44	PAYROLL TRANS FOR 6/28/2019 PAY PERIO		7.05		
			06/30/2019 (06/19) Period Totals and Balance		7.05 *	.00 *	1,419.04
			06/30/2019 (13/19) Period Totals and Balance		.00 *	.00 *	1,419.04
YTD Encumbrance		.00 YTD Actual	1,419.04 Total	1,419.04 YTD Budget	1,500.00 Unexpended	80.96	
PERS			07/01/2018 (00/18) Balance	001-325-505000			.00
			06/30/2019 (13/19) Period Totals and Balance		.00 *	.00 *	.00
YTD Encumbrance		.00 YTD Actual	.00 Total	.00 YTD Budget	100.00 Unexpended	100.00	
ADVERTISING			07/01/2018 (00/18) Balance	001-325-600005			.00
05/16/2019	AP	24	CONDON CHAMBER OF COMMERCE		100.00		
			06/30/2019 (06/19) Period Totals and Balance		100.00 *	.00 *	100.00
06/30/2019	AP	39	THE TIMES-JOURNAL		51.00		
			06/30/2019 (13/19) Period Totals and Balance		51.00 *	.00 *	151.00
YTD Encumbrance		.00 YTD Actual	151.00 Total	151.00 YTD Budget	500.00 Unexpended	349.00	
SWIMMING POOL EXPENSES			07/01/2018 (00/18) Balance	001-325-600010			.00
07/02/2018	AP	24	THE POOL AND SPA HOUSE		1,360.80		
			07/31/2018 (07/18) Period Totals and Balance		1,360.80 *	.00 *	1,360.80
07/31/2018	AP	50	M & A AUTO PARTS		14.05		
07/25/2018	AP	66	TWO BOYS MEAT & GROCERY		108.59		
08/03/2018	AP	70	CROWN PAPER & JANITORIAL		158.06		
			08/31/2018 (08/18) Period Totals and Balance		280.70 *	.00 *	1,641.50
08/25/2018	AP	46	MURRAY'S CONDON PHARMACY		4.19		

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance			
08/25/2018	AP	62	TWO BOYS MEAT & GROCERY		42.84					
08/20/2018	AP	72	THE POOL AND SPA HOUSE		272.16					
			09/30/2018 (09/18) Period Totals and Balance		319.19 *	.00 *	1,960.69			
10/06/2018	AP	95	THE POOL AND SPA HOUSE		392.93					
			10/31/2018 (10/18) Period Totals and Balance		392.93 *	.00 *	2,353.62			
11/30/2018	AP	38	M & A AUTO PARTS		24.09					
12/11/2018	AP	70	THE DRIVE IN		80.00					
11/15/2018	AP	71	NORTH CENTRAL PUBLIC HEALTH		235.00					
			12/31/2018 (12/18) Period Totals and Balance		339.09 *	.00 *	2,692.71			
12/21/2018	AP	92	FIVE STAR PRINT & PROMO		92.90					
			01/31/2019 (01/19) Period Totals and Balance		92.90 *	.00 *	2,785.61			
01/16/2019	AP	44	OFFICE DEPOT		54.99					
			02/28/2019 (02/19) Period Totals and Balance		54.99 *	.00 *	2,840.60			
05/31/2019	AP	43	M & A AUTO PARTS		7.57					
05/22/2019	AP	67	VISA		661.04					
05/10/2019	AP	74	THE POOL AND SPA HOUSE		2,549.36					
06/25/2019	AP	123	TWO BOYS MEAT & GROCERY		23.18					
06/07/2019	AP	126	THE POOL AND SPA HOUSE		626.68					
06/25/2019	AP	128	THE POOL AND SPA HOUSE		113.57					
			06/30/2019 (06/19) Period Totals and Balance		3,981.40 *	.00 *	6,822.00			
06/30/2019	AP	32	M & A AUTO PARTS		53.50					
06/21/2019	AP	40	VISA		204.76					
06/21/2019	AP	44	VISA		236.94					
06/29/2019	AP	48	THE POOL AND SPA HOUSE		187.52					
			06/30/2019 (13/19) Period Totals and Balance		682.72 *	.00 *	7,504.72			
YTD Encumbrance		.00	YTD Actual	7,504.72	Total	7,504.72	YTD Budget	7,500.00	Unexpended	(4.72)
TELEPHONE								07/01/2018 (00/18) Balance	001-325-600070	.00
08/01/2018	AP	72	HOME TELEPHONE COMPANY		46.69			08/31/2018 (08/18) Period Totals and Balance		46.69
					46.69 *	.00 *				46.69
09/01/2018	AP	75	HOME TELEPHONE COMPANY		46.69			09/30/2018 (09/18) Period Totals and Balance		93.38
					46.69 *	.00 *				93.38
10/01/2018	AP	62	HOME TELEPHONE COMPANY		46.96			10/31/2018 (10/18) Period Totals and Balance		140.34
					46.96 *	.00 *				140.34
11/01/2018	AP	78	HOME TELEPHONE COMPANY			46.96-		11/30/2018 (11/18) Period Totals and Balance		93.38
					.00 *	46.96-				93.38
07/01/2019	AP	52	HOME TELEPHONE COMPANY		219.75			06/30/2019 (13/19) Period Totals and Balance		313.13
					219.75 *	.00 *				313.13
YTD Encumbrance		.00	YTD Actual	313.13	Total	313.13	YTD Budget	750.00	Unexpended	436.87
TRAINING & TRAVEL								07/01/2018 (00/18) Balance	001-325-600140	.00
07/01/2018	AP	93	BOARDMAN POOL & REC CENTER		1,000.00			01/31/2019 (01/19) Period Totals and Balance		1,000.00
					.00 *	.00 *		06/30/2019 (13/19) Period Totals and Balance		1,000.00
YTD Encumbrance		.00	YTD Actual	1,000.00	Total	1,000.00	YTD Budget	2,000.00	Unexpended	1,000.00
UTILITIES								07/01/2018 (00/18) Balance	001-325-600180	.00
07/31/2018	AP	30	COLUMBIA BASIN ELECTRIC		634.72			08/31/2018 (08/18) Period Totals and Balance		1,257.49
07/31/2018	AP	56	MORROW COUNTY GRAIN GROW.		622.77					
					1,257.49 *	.00 *				1,257.49
08/28/2018	AP	26	COLUMBIA BASIN ELECTRIC		494.32			09/30/2018 (09/18) Period Totals and Balance		2,721.74
08/31/2018	AP	44	MORROW COUNTY GRAIN GROW.		969.93					
					1,464.25 *	.00 *				
09/25/2018	AP	19	COLUMBIA BASIN ELECTRIC		474.17					

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
06/20/2019	CRJE	83	SP/Chris Fitzsimmons Ind Pass			25.00-	
06/20/2019	CRJE	84	SP/Jude Barry Ind Pass			25.00-	
06/20/2019	CRJE	85	SP/ Dean Stephens Fam Pass			50.00-	
06/20/2019	CRJE	86	SP/ Kate & Michael Stephens Lessons			45.00-	
06/20/2019	CRJE	87	SP/ Haylee Potter, Althea Lessons			30.00-	
06/20/2019	CRJE	88	SP/ Eli Chase Swim Lessons			30.00-	
06/20/2019	CRJE	89	SP/ Finley & Sidney Herrera Swim Lessons			60.00-	
06/20/2019	CRJE	90	SP/ Daily Swim Fees			121.00-	
06/24/2019	CRJE	96	SP/ Daily Fees			31.00-	
06/24/2019	CRJE	97	SP/ Colton Jenkins Lessons			15.00-	
06/24/2019	CRJE	98	SP/ Victoria Cadousteau lessons			30.00-	
06/24/2019	CRJE	99	SP/ Jamie Aamodt Swim Pass			25.00-	
06/24/2019	CRJE	100	SP/ Meliss Jamieson Swim Pass			25.00-	
06/24/2019	CRJE	101	SP/ Josh Hendricks Family Pass			50.00-	
06/24/2019	CRJE	102	SP/ James & Clair Campbell Swim Lessons			60.00-	
06/24/2019	CRJE	103	SP/ Jason Campbell Family Pass			50.00-	
06/24/2019	CRJE	104	SP/ Joe & Kim Snyder Family Pass			50.00-	
06/24/2019	CRJE	105	SP/ Paul Barnett Family Pass			50.00-	
06/24/2019	CRJE	106	SP/ Maggie Cooper Family Pass			50.00-	
06/24/2019	CRJE	107	SP/ Earl Anderson Family Pass			50.00-	
06/24/2019	CRJE	108	SP/ Kylee & Taylor Anderson Lessons			60.00-	
06/24/2019	CRJE	109	SP/ Brian & Robyn Johnson Family Pass			50.00-	
06/30/2019 (06/19) Period Totals and Balance					.00 *	2,903.00- *	7,712.88-
06/30/2019 (13/19) Period Totals and Balance					.00 *	.00 *	7,712.88-
YTD Encumbrance .00 YTD Actual -7,712.88 Total -7,712.88 YTD Budget -7,500.00 Unearned (212.88)							

Number of Transactions: 121 Number of Accounts: 1

Total GENERAL FUND:

Number of Transactions: 121 Number of Accounts: 1

Grand Totals:

Debit	Credit	Proof
.00	7,712.88-	7,712.88-
Debit	Credit	Proof
.00	7,712.88-	7,712.88-

Revenue

Report Criteria:

Actual Amounts
All Accounts
Summarize Payroll Detail
Print Period Totals
Print Grand Totals
Page and Total by Fund
All Segments Tested for Total Breaks
[Report].Account Number = "001000420000"

Report Criteria:

Actual Amounts
All Accounts
Summarize Payroll Detail
Print Period Totals
Print Grand Totals
Page and Total by Fund
All Segments Tested for Total Breaks
[Report].Account Number = "001000420000"

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
SWIMMING POOL REVENUE			07/01/2018 (00/18) Balance	001-000-420000			.00
07/02/2018	CRJE	6	Swim Passes CCS 2018			175.00-	
07/02/2018	CRJE	8	Anderson Swim pass			50.00-	
07/02/2018	CRJE	9	Athea Potter Lessons			30.00-	
07/02/2018	CRJE	10	Deanna Campbell Pass			50.00-	
07/02/2018	CRJE	11	Swim Pool			206.30-	
07/02/2018	CRJE	12	Gage Holm Pass			25.00-	
07/02/2018	CRJE	13	Maynard Bussel Pass			25.00-	
07/02/2018	CRJE	14	Cami Watkins Lessons			30.00-	
07/02/2018	CRJE	15	Amanda Hendricks Lessons			30.00-	
07/02/2018	CRJE	16	Arram Lessons			30.00-	
07/02/2018	CRJE	17	Herrera Lessons			60.00-	
07/02/2018	CRJE	18	Adam & Clair Lessons			60.00-	
07/02/2018	CRJE	19	Swim Lessons			90.00-	
07/06/2018	CRJE	23	Swimming Pool			175.00-	
07/12/2018	CRJE	38	Ashmead Lessons			90.00-	
07/12/2018	CRJE	39	Ensley Fam Pass			40.00-	
07/12/2018	CRJE	40	Robinson Lessons			60.00-	
07/12/2018	CRJE	41	Cooper			50.00-	
07/12/2018	CRJE	42	Jamieson Lessons			60.00-	
07/12/2018	CRJE	43	Snyder Lessons			90.00-	
07/12/2018	CRJE	44	Church Family Pass			50.00-	
07/12/2018	CRJE	45	Barnett Lessons			60.00-	
07/12/2018	CRJE	46	Schott Lessons			90.00-	
07/12/2018	CRJE	47	Homer Lessons			60.00-	
07/12/2018	CRJE	48	Whitbeck Lessons			60.00-	
07/12/2018	CRJE	49	Girvin Lessons			30.00-	
07/12/2018	CRJE	50	Stetson Lessons			30.00-	
07/12/2018	CRJE	51	McIntosh Lessons			30.00-	
07/12/2018	CRJE	52	Selby Lessons			30.00-	
07/12/2018	CRJE	53	Hall Lessons			30.00-	
07/12/2018	CRJE	54	Daily Fees			60.00-	
07/25/2018	CRJE	73	Swimming Pool			346.30-	
07/25/2018	CRJE	74	Gibson Family Pass			50.00-	
07/25/2018	CRJE	75	Lessons- Aaron Bates			35.00-	
07/25/2018	CRJE	76	Lessons- Asher			120.00-	
07/25/2018	CRJE	77	Lessons- Winters			60.00-	
07/25/2018	CRJE	78	Lessons- Robinson			30.00-	
07/25/2018	CRJE	79	Lessons- Gabby Jette			30.00-	
07/25/2018	CRJE	80	Lessons- Urbach			60.00-	
07/25/2018	CRJE	81	Family Pass Joe & Kim Snyder			50.00-	
07/25/2018	CRJE	83	Ensley Family - remainder of Family Pass Fee			10.00-	
07/25/2018	CRJE	84	Swim Lessons - Dyer			30.00-	
07/25/2018	CRJE	85	Swim Lessons - Matt, Joe			60.00-	
07/25/2018	CRJE	86	Swim Lessons - Watkins			60.00-	
07/25/2018	CRJE	87	Swim Lessons - Holland			30.00-	
07/25/2018	CRJE	88	Swim Lessons - Mikey Brehaut			30.00-	

Date	Journal	Reference Number	Payee or Description	Account Number	Debit Amount	Credit Amount	Balance
07/25/2018	CRJE	89	Swim Lessons -			150.00-	
07/25/2018	CRJE	90	Swim Lessons - Norie Wright			30.00-	
			07/31/2018 (07/18) Period Totals and Balance		.00 *	3,137.60- *	3,137.60-
08/01/2018	CRJE	9	POOL			10.00-	
08/02/2018	CRJE	18	SWIM LESSONS CHURCH			60.00-	
08/02/2018	CRJE	19	SWIM LESSONS ANDERSON			60.00-	
08/02/2018	CRJE	20	SWIM LESSONS MIKEL TYLER			30.00-	
08/02/2018	CRJE	21	SWIM LESSONS BROOK			30.00-	
08/02/2018	CRJE	22	SWIM LESSONS FINLEY & SIDNEY			60.00-	
08/02/2018	CRJE	23	SWIM LESSONS HALL 1 WEEK			15.00-	
08/02/2018	CRJE	24	SWIM LESSONS HADLEY/JOLEY			60.00-	
08/02/2018	CRJE	25	SWIM LESSONS ROBERGE GRANDKIDS			120.00-	
08/02/2018	CRJE	26	CASH RECEIVED FOR SWIM FEES			285.55-	
08/14/2018	CRJE	46	Swim Lessons City of Arlington			210.00-	
			08/31/2018 (08/18) Period Totals and Balance		.00 *	940.55- *	4,078.15-
09/05/2018	CRJE	7	Swimming Pool Rental GCFB			130.00-	
09/19/2018	CRJE	38	Swim Lessons Cooper			60.00-	
09/19/2018	CRJE	39	Swimming Pool Receipts			461.73-	
			09/30/2018 (09/18) Period Totals and Balance		.00 *	651.73- *	4,729.88-
05/28/2019	CRJE	64	Swim Pass/ Colby Family			50.00-	
05/28/2019	CRJE	65	Swim Lessons/Cruz Colby Family			30.00-	
			05/31/2019 (05/19) Period Totals and Balance		.00 *	80.00- *	4,809.88-
06/03/2019	CRJE	4	J. Thomsen/Swim Pass-Family/Pool			50.00-	
06/13/2019	CRJE	29	Pool / Family Pass Andrew Jamieson Family			50.00-	
06/13/2019	CRJE	31	Pool / Family Pass / Hammelman			50.00-	
06/20/2019	CRJE	51	SP/Cadeousteau Fam Pass			50.00-	
06/20/2019	CRJE	52	SP/ Brittani Mills Fam Pass			50.00-	
06/20/2019	CRJE	53	SP/ Sam Bates Fam Pass			50.00-	
06/20/2019	CRJE	54	SP/ Andrew Seale Fam Pass			50.00-	
06/20/2019	CRJE	55	SP/ Sutton Fam Pass			50.00-	
06/20/2019	CRJE	56	SP/ Reed/Green Sutton Swim Lessong			60.00-	
06/20/2019	CRJE	57	SP/ Body Geer Ind, Pass			25.00-	
06/20/2019	CRJE	58	SP/ Coltin Huffman-swim lessons			30.00-	
06/20/2019	CRJE	59	SP/ TJ McDonald-swim lessons			30.00-	
06/20/2019	CRJE	60	SP/ Alec & Cal Jamieson-swim lessons			45.00-	
06/20/2019	CRJE	61	SP/ Fatland Fam Pass			50.00-	
06/20/2019	CRJE	62	SP/ Takagi Fam Pass			50.00-	
06/20/2019	CRJE	63	SP/ Jason Watkins Fam Pass			50.00-	
06/20/2019	CRJE	64	SP/ Cameron & Tucker Watkins Swim Lessons			60.00-	
06/20/2019	CRJE	65	SP/ Whatley Fam Pass,3 kids lessons			170.00-	
06/20/2019	CRJE	66	SP/ Lincoln Blumer lessons			30.00-	
06/20/2019	CRJE	67	SP/ Hibdon Fam Pass			50.00-	
06/20/2019	CRJE	68	SP/ Fisher Kids Swim Lesson			135.00-	
06/20/2019	CRJE	69	SP/ Gibson Fam Pass, 2 kids lesson			110.00-	
06/20/2019	CRJE	70	SP/ Natalie Packard Fam Swim Pass			50.00-	
06/20/2019	CRJE	71	SP/ Michelle Gronholm Fam Swim Pass			50.00-	
06/20/2019	CRJE	72	SP/ Blake Carnine Ind Swim Pass			25.00-	
06/20/2019	CRJE	73	SP/Patty Lane Swim Lessons x2			60.00-	
06/20/2019	CRJE	74	SP/ Lisa Helms Ind Swim Pass			25.00-	
06/20/2019	CRJE	75	SP/ Eileen Potter Ind Swim Pass-Christian			25.00-	
06/20/2019	CRJE	76	SP/Nicole Schott Fam Pass, 1 day pass			51.00-	
06/20/2019	CRJE	77	SP/Lane Fam Pass, Lesson-Kennedy			80.00-	
06/20/2019	CRJE	78	SP/Conboy Fam Pass			50.00-	
06/20/2019	CRJE	79	SP/Mitch Griffith Fam Pass			50.00-	
06/20/2019	CRJE	80	SP/Riley, Jackson Griffith Swim Lessons			60.00-	
06/20/2019	CRJE	81	SP/Ashmead Fam Pass			50.00-	
06/20/2019	CRJE	82	SP/Sallee Fam Pass			50.00-	

AUDIT CONTRACT

THIS CONTRACT, made this 19th day of September 2019, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between ACCUITY, LLC, Certified Public Accountants of Albany, Oregon and CITY OF CONDON, Condon, Oregon, provides as follows:

It hereby is agreed that ACCUITY, LLC shall conduct an audit of the accounts and fiscal affairs of CITY OF CONDON, Condon, Oregon for the fiscal years ending June 30, 2020, 2021, and 2022, in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Minimum Standards for Audits of Oregon Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of CITY OF CONDON, Condon, Oregon, and to determine if CITY OF CONDON has complied substantially with appropriate legal provisions.

ACCUITY, LLC agrees that the services they have contracted to perform under this contract shall be rendered by them or under their personal supervision and that the work will be faithfully performed with care and diligence.

It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of ACCUITY, LLC are necessary beyond the extent of the work contemplated, notification of such unusual conditions shall be delivered to CITY OF CONDON, Condon, Oregon who shall instruct ACCUITY, LLC concerning such additional services.

The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than December 31, after the close of each annual period covered by this contract. Adequate copies of such report shall be delivered to CITY OF CONDON, Condon, Oregon, and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

It is understood and agreed that CITY OF CONDON, Condon, Oregon is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that ACCUITY, LLC shall draft them for CITY OF CONDON, Condon, Oregon. The cost of preparing such financial statements shall be included in the fee for conducting the audit as set forth below.

It is understood that this contract is renewable annually for years ending June 30, 2023 and thereafter at the option of the City Council with the fee to be set by mutual agreement.

It is understood and agreed that either party may cancel this contract by giving notice in writing to the other party at least ninety (90) days prior to July 1 of any year or by mutual agreement at any other time. ACCUITY, LLC will be entitled to receive compensation under this contract for all time expended and reimbursement for all out-of-pocket expenses incurred through the date of termination.

In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, CITY OF CONDON, Condon, Oregon, hereby agrees to pay ACCUITY, LLC the sum of \$17,500 for the years ending June 30, 2020, 2021, and 2022. CITY OF CONDON hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

If any of the above sections or clauses is held to be invalid for any reason, or is declared to be null and void, all other sections and clauses of this contract shall remain valid, will not be nullified, and are hereby further affirmed.

Governing Law: The provisions of this contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Condon, Oregon. Any actions or suits involving any question arising under this contract must be brought in the appropriate court in Gilliam County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

ACCUITY, LLC



GLEN O. KEARNS, CPA

September 19, 2019

DATE

CITY OF CONDON

JIM HASSING, MAYOR

DATE

ORDINANCE NO. 98.9

AN ORDINANCE GRANTING TO COLUMBIA BASIN ELECTRIC COOPERATIVE AND ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE RIGHT AND FRANCHISE FOR A PERIOD OF TWENTY (20) YEARS TO CONSTRUCT, MAINTAIN AND OPERATE, IN, ON AND UNDER THE PRESENT AND FUTURE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES OF THE CITY OF CONDON, GILLIAM COUNTY, OREGON, ELECTRIC LIGHT, POWER LINES AND APPURTENANCES FOR THE PURPOSE OF SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY OF CONDON, THE INHABITANTS THEREOF AND OTHERS, SUBJECT TO THE TERMS AND CONDITIONS AND TO THE MAKING OF THE PAYMENTS SPECIFIED IN THE ORDINANCE.

THE CITY OF CONDON DOES ORDAIN AS FOLLOWS:

Section 1. The City of Condon, Gilliam County, Oregon hereinafter called (the "City"), does hereby grant to Columbia Basin Electric Cooperative, an electrical cooperative, and to its successors and assign, hereinafter called Grantee, a right and franchise for the period of twenty (20) years from and after the effective date of this ordinance, to construct, maintain and operate in, on and under the present and future streets, alleys, bridges and public places of the City, hereinafter referred to as "streets", electric light and power lines, with all the necessary or desirable appurtenances, for the purpose of supplying electricity and electric service to the City and to the inhabitants thereof, and to persons and corporations beyond the limits of the City, subject to the terms and conditions and to the making of the payments hereinafter specified.

Section 2. The right and franchise hereby granted shall not be exclusive; and the City expressly reserve the right, at any time during the term of this franchise, to grant rights or franchises for such purposes to other persons or corporations, as well as the right in its own name as a municipality to use said streets for such purposes in the event that the City shall hereafter decide to engage in the business of supplying electricity and electric service for municipal or other uses. Notwithstanding the grant of this right and franchise, the siting of new transmission lines shall be subject to the lawful rules and regulations of the City of Condon to the extent of its jurisdictional authority.

Section 3. The locations and methods of installation and maintenance of all poles, wires, fixtures, underground lines, and appurtenances thereto (hereinafter referred to as "facilities" shall be subject at all times to reasonable regulation by the Council of the City; and all such facilities shall be so constructed and maintained as to interfere as little as practicable with street or other traffic. All of such facilities shall be installed and at all times maintained by Grantee in accordance with good electrical practice.

Section 4. The service to be furnished hereunder by Grantee shall be continuous and shall be adequate for the requirements of the City and its inhabitants, subject to accidents, interferences or interruptions beyond the reasonable control of Grantee, and

shall be furnished under such reasonable control of Grantee and under reasonable rules and regulations as Grantee may make from time to time for the proper conduct of its business. Such service and all rates and charges therefor and all rules and regulations pertaining thereto or to the making of necessary and proper extension of service shall be subject at all times to any rules, regulations and orders lawfully prescribed by the governmental authority having jurisdiction thereof.

Section 5. When necessary, in order to permit any duly authorized person to move any building or other structure across or along any of said streets, grantee shall temporarily raise or remove its facilities upon such streets. Grantee shall temporarily raise or remove its facilities upon such streets, upon reasonable notice in advance from the City, and at such time and in such manner as may be reasonably necessary to accommodate such moving, consistent with the maintenance of proper service to Grantee's customers; provided, however, that the cost to the Grantee of such temporary raising or removal, and of any interruption of Grantee's service to its customers caused thereby, shall first be paid or satisfactorily served to Grantee by the owner or mover of such building or other structure.

Section 6. The City shall have the right, upon reasonable notice to grantee and without payment or charge therefor to attach its fire alarm, police signal wires or traffic control systems to the poles of Grantee, but at its own risk and only in accordance with good electrical practice. If there is not sufficient space available thereon for said purposes, Grantee's structure may be changed, altered, or rearranged at the expense of the City so as to provide proper clearance for such wires to appurtenant facilities. Such facilities shall be subject to interference by Grantee only when and to the extent necessary for the proper construction, maintenance, operation or repair of Grantee's facilities.

Section 7. Grantee shall protect and save the City, its officers, employees and agents, harmless against and from any and all damage claims, and any and all loss, liability, cost or expense, occasioned by any negligent act or omission of Grantee in the construction, maintenance, operation or repair of Grantee's property or any use thereof; and Grantee shall at all times comply with any lawful present or future charter provisions, ordinances, rules or regulations of the City relating to the manner of occupation or use, or to the repair or improvement of said streets.

Section 8. Grantee shall have the right and privilege of trimming all trees which overhang said streets, in such a manner and to such an extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its facilities; providing no such trees are trimmed or cut back further than may be reasonably necessary to prevent such interference and to allow the proper operation and maintenance of said facilities. Nothing contained in this Section shall prevent Grantee, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang said streets.

Section 9.

(a) Grantee shall pay to the City a franchise fee or charge equivalent to four percent (4%) of Grantee's gross operating revenue as the same is defined herein. The City reserves the right, at City's option, to increase or decrease this fee subject to the limits under State law.

(b) "Gross operating revenue", means Grantee's gross revenues from the sale and uses of electricity and electric service within the corporate limits of the City other than such revenues earned in interstate commerce or on the business of the United States government or any agency thereof, and after deducting therefrom any amounts paid by Grantee to the United States or to the State of Oregon as excise, occupation, or business taxes upon the sale or distribution of electric service in the City. At the election of Grantee, Grantee may also deduct uncollectible accounts of customers with the City.

(c) Said franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from Grantee with respect to its exercise of this franchise within the corporate limits of the City and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting therefrom the amount of said franchise fee paid hereunder.

(d) The Franchise fee shall be paid monthly on or before the 1st day of each month. The franchise fee shall be computed upon the gross operating revenue accruing during the previous month.

Section 10. This ordinance shall take effect thirty (30) days after its enactment by the Council and approval by the Mayor, but shall become null and void unless within sixty (60) days after such effective date Grantee shall file with the Recorder Grantee's written acceptance of the terms, conditions and obligations to be complied with or performed by it hereunder.

PASSED and ADOPTED BY THE CITY COUNCIL the 3rd day of February, 1999.

Signed in authentication by the Mayor this 4th day of February, 1999.

Timothy J. Hughes
Mayor

ATTEST:

Donna Park
City Recorder

Accepted by Franchisee this 4th day of March, 1999.

COLUMBIA BASIN ELECTRIC COOPERATIVE, INC.

By:

Jerry Healy
Jerry Healy

CITY OF CONDON
AN AGREEMENT GRANTING A FRANCHISE TO TDS TELECOM, ITS
SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN
A GENERAL COMMUNICATION BUSINESS AND TO PLACE, ERECT, LAY
MAINTAIN AND OPERATE IN, UPON, OVER AND UNDER THE STREETS,
ALLEYS ANVENUES, THOROUGHFARES, AND PUBLIC HIGHWAYS,
PLACES AND GROUNDS WITHIN THE CITY OF CONDON, POLES, WIRES
AND OTHER APPLICANCES AND CONDUCTORS FOR ALL TELEPHONE
AND OTHER COMMUNICATION PURPOSES.

The City of Condon, Oregon agrees as follows:

1. **Section 1.** There is hereby granted by the City of Condon to TDS Telecom, its successors and assigns the right and privilege to do a general communication business within said City of Condon and to place, erect, lay, maintain and operate in, upon, over and under the streets, alleys, avenues, thoroughfares and public highways, places and grounds within the said City, poles, wires and other appliances and conductors for all telephone and other communications purposes. Such wires and other appliances and conductors may be strung upon poles or other fixtures above ground, or at the option of the Grantee, its successors and assigns, may be laid underground, and such other apparatus may be used as may be necessary or proper to operate and maintain the same.
2. **Section 2.** It shall be lawful for said Grantee, its successors and assigns, to make all needful excavations in any of the streets, alleys, avenues, thoroughfares and public highways, places and grounds in said City for the purpose of placing, erecting, laying and maintaining poles or other supports or conduits for such wires and appliances and auxiliary apparatus or repairing, renewing or replacing the same. The work shall be done in compliance with the necessary rules, regulations, ordinances or others, which may during the continuance of this franchise be adopted from time to time by the City of Condon.
3. **Section 3.** Whenever Grantee, its successors and assigns, shall disturb any of the streets for the purpose aforesaid, it or they shall restore the same to good order and condition as soon as practicable without unnecessary delay, and failing to do so the City of Condon, shall have the right to fix a reasonable time within which such repairs and restoration of streets shall be completed, and upon failure of such repairs being made by the Grantee, its successors and assigns, the said City shall cause the repairs to be made at the expense of the Grantee, its successors and assigns.
4. **Section 4.** Nothing in this agreement shall be constructed in any way to prevent the proper authorities of the City of Condon from sewerage, grading, planking, rocking, paving, repairing, altering, or improving any of the streets, alleys, avenues, thoroughfares and public highways, places and grounds within the City of Condon in or upon which the poles, wires or conductors of the Grantee shall be

placed, but all such work or improvements shall be done if conductors, conduits, pipes, or other apparatus. The City shall not require Grantee to remove or relocate its facilities or vacate any street, alley or other public way incidental to any public housing or renewal project under ORS Chapters 456 or 457 without reserving Grantee's right therein or without requiring Grantee to be compensated for the costs thereof. The City may, require the Grantee to remove or relocate its facilities when so required by any ordinance, resolution or agreement which furthers a public purpose. However, the cost of relocating or removing Grantee's facilities for the convenience of, or at the request of, a private developer or development shall be borne by the private developer or development.

5. **Section 5.** Whenever it becomes necessary to temporarily rearrange, remove, lower or raise the aerial cables or wires or other apparatus of the Grantee to permit the passage of any building, machinery or other object moved over the roads, streets, alleys, avenues, thoroughfares and public highways within the City, the Grantee will perform such a rearrangement within a reasonable period after written notice from the owner or contractor-mover desiring to move said building, machinery or other objects. Said notice shall bear the approval of the City, shall detail the route of movement of the building, machinery, or other object, shall provide that the costs incurred by the Grantee in making such an arrangement of its aerial facilities will be borne by the contractor-mover and shall further provide that the contractor-mover will indemnify and save the Company harmless of and from and all damages of claims whatsoever kind or nature caused directly or indirectly from such temporary rearrangement of the facilities of the Grantee, and if required by the Grantee, shall be accompanied by a cash deposit or a good and sufficient bond to pay any and all such costs as estimated by the Grantee.
6. **Section 6.** In consideration of the rights, privileges and franchise hereby granted, said Grantee, TDS TELECOM, its successors and assigns shall pay to the City of Condon from and after the date of the acceptance of this franchise, and until its expiration, an amount equal to four percent (4%) of total gross revenue is paid to the City of Condon. No expenditures shall be deducted in the amount determined of total gross revenue. The franchise fee shall be due on or before the first day of each and every month for the preceding month. The franchise, rights and privileges herein contained are granted to TDS Telecom, its successors and assigns, upon the condition that this said Grantee shall equip six telephones within the City to ring upon any call to the City Fire Department, said telephones to be placed in the homes or businesses of members of the fire department, and said telephones to be so equipped that upon being advised of a fire, the use may give the alarm from a buzzer, button, or similar device to be attached to the telephone.
7. **Section 7.** The rights, privileges and franchise herein granted shall continue and be in force for the period of **five (5) years** from and after the date of this agreement becomes effective. This agreement shall be subject to any and all State or Federal legislative enactments.

8. Section 8. This agreement shall, if accepted by Grantee, take effect and be in force immediately after its passage and approval. Said Grantee shall, immediately file with the Recorder or City Administrator of the City of Condon its written acceptance of all the terms and conditions of this agreement.

PASSED AND APPROVED by the City of Condon City Council this 5th day of February, 2014.

APPROVED by the Mayor the _____ day of _____, 2014.

Mayor

ATTEST:

City Administrator

Date

Accepted by the TDS Telecom this _____ day of _____, 2014

TDS TELECOM

by: _____

Signature

Date

Printed Name & Title

Public Employees Retirement System (/pers/Pages/index.aspx) / EMPLOYERS
(/pers/EMP/Pages/index.aspx) / Employer Incentive Fund (EIF)

Employer Incentive Fund (EIF)

Funds matched for 2019: \$10,293,936.69

Funds allocated for 2020: \$4,279,048.95

Funds remaining: \$85,426,014.36

Information through September 27, 2019, dates and amounts are subject to change. EIF approved employers list (/pers/EMP/Documents/EIF_approved_Employers_list.xlsx) .

The Employer Incentive Fund (EIF) provides a 25% match (up to the greater of 5% of an employer's UAL or \$300,000) on qualifying employer lump-sum payments made after June 2, 2018. Employers **must apply** (https://www.surveymonkey.com/r/PERS{EIF_2019) to receive matching funds (see details below). Participation in the EIF is a key opportunity for employers to proactively manage their employer rates over time and increase their actuarial assets.

The first 90 days of the application cycle (September 3 - December 1, 2019) are reserved for employers with an unfunded actuarial liability (UAL) that exceeds 200% of their payroll, as of the December 31, 2017 actuarial valuation. **View this list to see if you qualify for the first 90-day period, and find your minimum and maximum potential EIF match**

(/pers/EMP/Documents/EIF%20Employers%20201%20UAL_August%202019.xlsx) . If you submit an application but are not eligible to apply in the first 90-day period, your application will be rejected.

PERS will accept applications from all employers beginning December 2, 2019. **View the list of other employers not in the first 90-day list**

(/pers/EMP/Documents/EIF%20All%20Other%20Employers_August%202019.xlsx) , which also includes your minimum and maximum potential EIF match.

Applications will be approved on a first come, first served basis. The application period will remain open until August 31, 2020, or until all available funds have been paid.

Employers interested in applying for the EIF must submit an application (https://www.surveymonkey.com/r/PERS_EIF_2019 (https://www.surveymonkey.com/r/PERS_EIF_2019))), noting their intention to make at least the required minimum lump-sum payment amount, providing the date of the intended lump-sum payment, verifying that the funds are not sourced from borrowed money, and providing proof of participation in the **UAL Resolution Program (UALRP)** (</pers/EMP/Pages/UALRP.aspx>).

Review the application questions and gather what you will need before the application opens on September 3 (</pers/EMP/Pages/EIF-Application-Support.aspx>).

Eligible employers can apply for matching funds now:

https://www.surveymonkey.com/r/PERS_EIF_2019
(https://www.surveymonkey.com/r/PERS_EIF_2019)

Have further questions about the EIF? Read this FAQ (</pers/EMP/Pages/Employer-Incentive-Fund-FAQs.aspx>).

Eligibility

- For the first 90 days, only employers with a UAL that exceeds 200% of their payroll may apply.
- Employers must make a lump-sum payment of at least \$25,000. This payment may establish a new side account or be an additional payment into an existing side account.
- The money you intend to use for this lump-sum payment cannot be borrowed.
- Employers must participate in the **UAL Resolution Program (UALRP)** (</pers/EMP/Pages/UALRP.aspx>).
- Employers must pay their transition liability first before they are eligible for a side account. Transition liabilities are not eligible for matching funds from the Employer Incentive Fund.
- These lists (**200%+ UAL** (/pers/EMP/Documents/EIF%20Employers%20201%20UAL_August%202019.xlsx) , **all other employers** (/pers/EMP/Documents/EIF%20All%20Other%20Employers_August%202019.xlsx)) show the minimum and maximum amount you may receive through the Employer Incentive Fund.
- Employers agree to the terms defined in Oregon Administrative Rules 459-009-0084 or 459-009-0085, 459-009-0091, and 459-009-0092.

Side Accounts 101

Side accounts do not "pay off" an employer's UAL, and there is no direct mechanism to "pay off" the UAL. The UAL represents the difference between the assets an employer has, and the liabilities, or responsibilities, it has to its members. To reduce the UAL, an employer needs to either increase its assets or reduce its liabilities. Side accounts, established with lump-sum payments, increase an

employer's assets by pre-paying pension obligations. Side accounts pay a portion (or all) of what an employer pays on their employer statements. Side accounts are an increase in an employer's assets, reducing the gap between assets and liabilities, thereby reducing the employer's UAL.

- Employers have two options to create a side account:
 - Pay for an actuarial calculation to start employer rate offset early
 - This allows the employer to choose a rate offset date and, if applicable, amortization period (requires a contribution of \$10 million or more).
 - Requires 45 days' notice to PERS and 30 days of processing for the PERS actuary before the desired rate offset date.
 - Provides the employer with a document from the PERS actuary indicating the amount of rate offset the employer can expect to receive before committing to make the lump-sum payment.
 - Initial fee for calculation related to one lump-sum payment is \$1,000. Each additional lump-sum payment calculation or rate offset date is an additional \$250.
 - Forgo an actuarial calculation
 - An employer can make a lump-sum payment with 30 days' notice to PERS.
 - No actuarial calculation fees are required.
 - From the time of payment until rate calculation, the lump-sum payment is invested in the Oregon Public Employees Retirement Fund (OPERF).
 - The value of the lump-sum payment will be used in calculating the employer's rates in the actuarial valuation for the year in which the employer makes the lump-sum payment, and will be made effective July 1 of the year following publication of that valuation.
- Once a side account is established, an employer may make up to two additional payments to the account in a year with no minimum payment requirements.
- A \$1,500 administrative fee on the side account is charged at the end of the first calendar year as part of earnings crediting. The administrative fee is reduced to \$500 for subsequent years.
- Once an employer makes a side account payment, it becomes a part of the trust fund, and while it will be used solely for the employer's benefit, it cannot be refunded to the employer.
- Side accounts are invested by the Oregon State Treasury in the Oregon Public Employees Retirement Fund (OPERF). Earnings or losses are applied to the account at the end of each year.

Do you want a rate offset when you apply for the EIF?

When applying for the EIF, you have the option to pay for an actuarial calculation (\$1,000 initial fee) and select a specific rate offset date. Your application will notify PERS Actuarial Services of your interest. Upon approval, PERS Actuarial Services will reply with next steps and further information.

If you choose a specific rate offset date, your employer rates can be reduced on a specific date (the first of any month). To allow time to work with the PERS actuary, this date cannot be earlier than November 1, 2019.

If you want to make a lump-sum payment and have your rate offset start:	The PERS actuary must receive your check, invoice, and contract for a new rate calculation by:	The last date you can notify PERS Actuarial Services of your intent to make a lump-sum payment:
November 1, 2019	October 1, 2019	October 29, 2019
December 1, 2019	November 1, 2019	November 27, 2019
January 1, 2020	December 2, 2019	December 27, 2019
February 1, 2020	January 1, 2020	January 29, 2020
March 1, 2020	January 31, 2020	February 26, 2020
April 1, 2020	March 2, 2020	March 27, 2020
May 1, 2020	April 1, 2020	April 28, 2020
June 1, 2020	May 1, 2020	May 27, 2020
July 1, 2020	June 1, 2020	June 27, 2020
August 1, 2020	July 1, 2020	July 29, 2020
September 1, 2020	July 31, 2020	August 27, 2020

If you do not want to pay for an actuarial calculation, or you do not want a specific date for a rate offset:

The last date you can notify PERS Actuarial Services of your intent to make a lump-sum payment:	Your lump-sum payment must be received by:	Your rate offset will be applied:
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December 26, 2019	December 31, 2019	July 1, 2021
August 31, 2020	September 3, 2020	July 1, 2022

Upon approval, PERS Actuarial Services will contact you with next steps and further information.

Need help? Want more information?

If you have any comments, questions, or concerns, please email

Side.Account.Legislation@pers.state.or.us

(mailto:Side.Account.Legislation@pers.state.or.us)

To receive updates on this topic, please **sign up for GovDelivery notifications**

(https://public.govdelivery.com/accounts/ORPERS/subscriber/new?topic_id=ORPERS_63).

Return to the main Employer Rate Relief Programs webpage

(</pers/EMP/Pages/Employer-Rate-Relief-Programs.aspx>).

From: Actuarial Services <Actuarial.Services@pers.state.or.us>
Sent: Friday, September 27, 2019 10:37 AM
To: administration@cityofcondon.com
Subject: RE: 2177
Attachments: SLGRP City of Condon.pdf

Good Morning Kathy-

On the Employer Rate Projection Tool, you'll want to add the deposit as well, so \$125,000.

As for your second question, the minimum lump sum payment for EIF is \$25,000, however as you have a transition liability, you must pay the transition liability plus the \$25,000, however, we cannot provide matching dollars for the transition liability only for the side account dollars, as the transition liability must be paid before establishing a side account. As of 12/31/17 your transition liability was \$200,955. When an employer joins the SLGRP, their UAL as a % of payroll is compared to the pool's UAL as a % of payroll, if the employer's is greater, the pool will take up to its limit and whatever remains is charged separately to the employer—this insures that only the employer is responsible for their extra UAL and the pool does not have to absorb it which would lead to fluctuating rates. The transition liability is amortized over 18 years but can be paid off, in order to do so, an employer must request an actuarial calculation—since you are making monthly payments and this amount is subject to interest, the amount consistently changes. While your transition liability as of 12/31/17 was \$200,955, as of 6/30/19, GASB estimates your transition liability at \$187,664.98. Currently, your transition liability is increasing your rates by 12.05%, if you were to pay your transition liability, we would take that rate off effective the date of your pay off which can be the first of any month.

Employer Rates Effective July 1, 2019 for City of Condon

	Payroll				
	Tier 1/Tier 2			OPSRP	
	Default	Optional Separate Rates		General Service	Police & Fire
All T1/T2 Payroll	General Service	Police & Fire			
Pension					
Normal cost rate	12.64%	12.64%	20.83%	8.40%	13.03%
Tier 1/Tier 2 UAL rate ¹	10.36%	10.36%	10.36%	10.36%	10.36%
OPSRP UAL rate	1.45%	1.45%	1.45%	1.45%	1.45%
Pre-SLGRP pooled liability rate	0.00%	0.00%	0.00%	0.00%	0.00%
Transition liability/(surplus) rate ²	12.05%	12.05%	12.05%	12.05%	12.05%
Side account rate relief ²	0.00%	0.00%	0.00%	0.00%	0.00%
Net pension contribution rate	36.50%	36.50%	44.69%	32.26%	36.89%
Retiree Healthcare					
Normal cost rate	0.06%	0.06%	0.06%	0.00%	0.00%
UAL rate	0.00%	0.00%	0.00%	0.00%	0.00%
Net retiree healthcare rate	0.06%	0.06%	0.06%	0.00%	0.00%
Total net employer contribution rate	36.56%	36.56%	44.75%	32.26%	36.89%

In this report, the payroll of Tier 1 and Tier 2 members is referred to as Tier 1/Tier 2 valuation payroll. Combined valuation payroll refers to the payroll for Tier 1/Tier 2 members, OPSRP general service members and OPSRP police and fire members.

¹ Includes Multnomah Fire District #10 rate.

² The transition liability/(surplus) rate and side account rate relief shown may be reduced for each individual payroll such that the net pension contribution rate for that payroll does not go below 0.00%.

During 2017, you paid \$20,534 towards your transition liability and were charged \$13,497 in interest, your transition liability was reduced \$7,037.

Outstanding Balance of Transition Liability/(Surplus)

Upon joining the SLGRP, a transition liability or surplus was calculated to ensure that each employer entered the pool on a comparable basis. The transition liability is maintained separately from the SLGRP, and is reduced by contributions and increased for interest charges at the assumed interest rate. The table below shows the reconciliation of the transition liability or surplus from the last valuation to the current valuation.

	Transition Liability
1. Transition liability/(surplus) as of December 31, 2016	\$207,992
2. January 1, 2017 through June 30, 2017	
A. Transition liability/(surplus) rate ¹	10.65%
B. Actual employer payroll	92,763
C. Payment to transition liability/(surplus)	9,879
3. July 1, 2017 through December 31, 2017	
A. Transition liability/(surplus) rate ¹	10.93%
B. Actual employer payroll	97,479
C. Payment to transition liability/(surplus)	10,655
4. Supplemental payment to transition liability	0
5. Interest	13,497
6. Adjustment due to merged, spun-off, or allocated employers	0
7. Transition liability/(surplus) as of December 31, 2017 (1. - 2C. - 3C. - 4. + 5. + 6.)	\$200,955

When using the employer rate projection tool to quote for a side account, you will want to reduce your 19-21 rates by taking out your transition liability rate, please use the rates below in the 19-21 field:

T1/T2: 24.51%

OPSRP General Service: 20.21%

OPSRP Police and Fire: 24.84%

I know I just shared a lot of information with you and that can be overwhelming. I've attached your 12/31/17 valuation for your review, please let me know what questions you have, I am your resource for any employer rate questions, side account questions, transition liability, valuation, etc.

Thank you,

MaryMichelle Sosne

Actuarial Business Specialist

Oregon PERS

11410 SW 68th PKWY

Tigard, OR 97223

e: actuarial.services@pers.state.or.us

2019 MSRS

September

	County	Arlington	Condon
Alarm	3	2	1
Medical	2	0	0
Assist Fire Dept.	1	0	0
Animal Problem	7	4	2
Assist Person	24	7	3
Assist Officer	9	3	1
Assist Outside Agency	10	1	2
Civil Matter	4	2	2
Disturbance	4	2	2
Juvenile	0	0	0
Suspicious Circumstances	21	12	7
Traffic Problem	25	1	2
Lost or Found Property	2	0	1
Traffic Stop (No Citation)	123	17	16
Civil Service	6	4	2
K9 Deployment	0	0	0
Security Check	12	3	0
Fingerprints	0	0	0
Impound Release	0	0	0
Training	1	0	0
Court/Court Security/Transport	7	0	2
All Other	24	7	7
TOTAL	285		
Arlington City Limits	65		
Condon City Limits	50		

TRAFFIC CITATIONS

I-84	49
Hwy. 19	5
Condon	5
Arlington	2
Hwy. 206	14
Hwy. 74	0
Cedar Springs Road	0
Blalock Road	2
Lonerock Road	0
Carter Hill Lane	0
TOTAL	77

INCIDENT REPORTS

County Total	22
City of Arlington	9
City of Condon	5

Other Citations

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